

DOCKET NO.: (X10) UWY-CV15-6029965-S	:	COMPLEX LITIGATION
	:	
ANTHONY DIAZ, ET AL.	:	J.D. OF WATERBURY
	:	
V.	:	AT WATERBURY
	:	
GRIFFIN HEALTH SERVICES CORPORATION, ET AL.	:	SEPTEMBER 18, 2023

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This action is pending before this Court as a certified class action (the "Civil Action"). Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before this Court. The Court, having considered the Class Action Settlement Agreement; having considered the Motion for Preliminary Approval and Memorandum of Law in support thereof and exhibits thereto (with all supporting documents); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. This Order incorporates by reference the definitions in the Settlement Agreement (attached hereto as Exhibit A), and all terms defined herein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. In its Memorandum of Decision dated November 23, 2020 (#207), the Court previously certified a Class defined as:

All patients of Griffin Hospital, located in Derby, Connecticut, for whom a multi-dose insulin pen was prescribed during their hospitalization between September 1, 2008 and May 7, 2014 and to whom insulin was administered from a multi-dose insulin pen, who received a notification letter from Griffin Hospital dated May 16, 2014 and who subsequently underwent testing for Hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

3. The Court has subject matter jurisdiction over the Civil Action. The Court has personal jurisdiction over the Defendants because they own or operate health care facilities in Connecticut. The Court has personal jurisdiction over the Class Members because they are

present or former Connecticut residents or received care and treatment from the Defendants in the state of Connecticut, and their claims arise from health care they received in Connecticut.

4. The Court appoints RG/2 Claims Administration LLC as Settlement Administrator, responsible for performing the obligations of the Settlement Administrator under the Settlement Agreement.

5. The Court has previously appointed the law firm of Silver, Golub & Teitell LLP as Class Counsel and they shall continue to serve as Class Counsel in connection with the proposed Settlement.

6. The Court preliminarily approves the Settlement Agreement as fair, adequate, and reasonable and preliminarily approves the terms of the Settlement Agreement.

7. The Court hereby approves on a preliminary basis the compensation to the Settlement Class Members provided for in the Settlement Agreement. It appears to the Court on a preliminary basis that the settlement terms are fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation. It further appears that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Civil Action. It also appears that the Settlement has been reached as the result of lengthy, intensive, serious and non-collusive, arms' length negotiations, after approximately eight years of litigation, and with the assistance of experienced mediators.

8. The Court approves the form and content of the proposed Settlement Notices attached as Exhibits B, C, D and E to this Order, and the notice plan described in the Motion for Preliminary Approval of Settlement (#278). The Parties, working with the Settlement

Administrator, are permitted by mutual agreement to make changes in the font, format and content of the Settlement Notices that do not materially alter the substance of those documents.

9. The Court finds that the distribution of the Settlement Notice in the manner and form set forth in the Settlement Agreement and Motion for Preliminary Approval: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Civil Action and of their right to object or to exclude themselves from the proposed Settlement; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice. The Court directs the Settlement Administrator to send the Settlement Notice to the Class Members in accordance with the Settlement Agreement.

10. The Settlement Notice shall be mailed and disseminated by the other means described in the Settlement Agreement and Motion for Preliminary Approval to the Class Members, and the Settlement Administrator shall establish the settlement website no later than 30 days after the date of this order. The Settlement Administrator shall make reasonable efforts to update and correct mailing addresses of Class Members.

11. Any Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator as instructed in the Settlement Notice in a form or letter mailed to the Settlement Administrator and postmarked no later than 60 days after the date that notice is mailed. All opt-out requests must be submitted as provided in the Settlement Notice. Any Class Member who submits a valid and timely opt-out request shall not be a Settlement Class Member, shall be barred from participating in the Settlement, shall have no right to object to the Settlement, and shall receive no compensation from the Settlement.

12. If a Final Order and Judgment is entered approving the Settlement, Class Members who have not submitted a valid and timely opt-out request shall be bound by all determinations of the Court, the Settlement Agreement (including but not limited to the Releases therein), and Judgment. If a Final Order and Judgment is entered approving the Settlement, all Settlement Class Members shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

13. Any Class Member who does not opt out of the Class may mail an objection to the Settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. All written objections and supporting papers must: (1) clearly identify the case name and number (*Anthony Diaz v. Griffin Health Services Corp.*, Docket No. X10-UWY-CV15-6029965-S); (2) identify the objector's full name, address, email address, and telephone number; (3) provide an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) identify all grounds for the objection, accompanied by any legal support for the objection; (5) include the identity of all counsel who represent the objector in relation to the objection (even if not appearing); (6) include a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; (7) include a list of any persons who will be called to testify at the Fairness Hearing in support of the objection; (8) include all documentary evidence that will be offered at the Fairness Hearing in support of the objection; (9) identify all counsel representing the objector who will appear at the Fairness Hearing; (10) be submitted to the Court either by mailing them to the Clerk of the Waterbury Superior Court, by e-filing by an authorized e-filer, or by filing them in person at the Waterbury Superior Court, with a copy to Class Counsel and Defendants' Counsel; and (11) be filed or postmarked on or before 60 days after the mailed notice is sent.

14. Any Class Member who fails to submit timely written objections and/or file a motion to intervene with the Clerk of Court in the manner specified in the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Any Class Member who fails to submit a timely written objection in accordance with the Settlement Agreement (as specified in Paragraph 13 above) may not be heard to oppose the Settlement at the Fairness Hearing unless otherwise ordered by the Court.

15. Class Members have the right to exclude themselves from the Settlement and pursue a separate and independent remedy against Defendants by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Settlement shall remain Settlement Class Members and have voluntarily waived their right to pursue an independent remedy against Defendants. To the extent that any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court.

16. A Fairness Hearing is scheduled for Monday, February 19, 2024, 2023 at 10:00 a.m. at the Connecticut Superior Court, Judicial District of Waterbury, 400 Grand Street, Waterbury, CT 06702 to determine all necessary matters concerning the Settlement, including (1) whether the proposed Settlement of the Civil Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the Court; (2) whether an Order and Final Judgment, as provided in the Settlement Agreement, should be entered herein; (3) whether the compensation to the participating Settlement Class Members contained in the Settlement Agreement should be approved as fair, adequate, and reasonable to the participating Settlement Class Members; and (4) to make, in the Court's

discretion, an award of attorneys' fees and expenses to Settlement Class Counsel and Service Award to the Settlement Class Representatives. The date of the Fairness Hearing may be changed by the Court, with notice provided only on the Settlement website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>. The Fairness Hearing may also be changed to a virtual or telephonic hearing. If that occurs, information necessary for any interested class members to participate in the hearing will be posted on the settlement website and the Court's docket at <http://civilinquiry.jud.ct.gov>.

17. Settlement Class Counsel shall file any papers in support of their requested award of attorneys' fees and expenses and the Settlement Class Representatives' Service Award no later than 30 days after notice is mailed to the Class Members.

18. Settlement Class Counsel shall file their Motion for Final Approval and any papers in support of final approval of the Settlement, and counsel for the Parties shall serve and file any response to any objections to the Settlement no later than 14 days before the Fairness Hearing.

19. The Settlement is not a concession or admission, and shall not be used against the Defendants or any of the Released Persons as an admission or indication with respect to any claim of any fault or omission by the Defendants or any of the Released Persons. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the

Settlement Agreement, nor any reports or accounts thereof, shall in any event be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the Defendants or any of the Released Persons or of the truth of any of the claims or allegations made; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

20. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

21. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

22. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement Agreement unless and until such Settlement Class Members have submitted valid opt-out requests.

23. The Court orders the following schedule for further proceedings:

- a. The Settlement Administrator will mail, email and otherwise distribute the Settlement Notice to the Class Members, and launch the Settlement website on or before October 23, 2023.

- b. Settlement Class Counsel will file motions award of attorneys' fees, reimbursement of litigation expenses, and Settlement Class Representative Service Awards on or before November 10, 2023.
- c. Opt-out notices and objections must be mailed to the Settlement Administrator as provided in the Settlement Notice and postmarked on or before December 22, 2023.
- d. Claim Forms and proof of authority to act on behalf of an estate of a Class Member or an incapacitated Class Member must be mailed to the Settlement Administrator and postmarked on or before January 22, 2024.
- e. The Parties will file any papers in support of final approval including response(s) to objections to the Settlement on or before February 9, 2024.
- f. The Settlement Administrator will file a declaration of compliance regarding completion of notice, and the number and names of opt outs, on or before February 5, 2024.
- g. A Fairness Hearing will be held on Monday, February 19, 2024, at 10:00 a.m. pursuant to Paragraph 16 herein.

24. The Court reserves the right to adjourn or continue the date of the Fairness Hearing and all dates set forth above per the Settlement Agreement without further notice to Class Members except on the Settlement website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

DATED: _____

Hon. Barbara N. Bellis

EXHIBIT A

DOCKET NO.: (X10) UWY-CV15-6029965-S : COMPLEX LITIGATION
: :
ANTHONY DIAZ, ET AL. : J.D. OF WATERBURY
: :
V. : AT WATERBURY
: :
GRIFFIN HEALTH SERVICES :
CORPORATION, ET AL. : AUGUST 9, 2023

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into between the Settlement Class Representatives, on behalf of themselves and the Class, on the one hand, and Griffin (as defined below) on the other hand (together the “Parties”), subject to preliminary and final Court approval as required by Connecticut Practice Book §§ 9-8 and 9-9.¹

WHEREAS, the Civil Action is currently pending in the Connecticut Superior Court, Complex Litigation Docket of the Judicial District of Waterbury, alleging that some health care providers at Griffin Hospital misused multi-dose insulin pens, potentially exposing patients receiving insulin from multi-dose insulin pens to various blood borne diseases, including the hepatitis B virus (HBV), hepatitis C virus (HCV) and the human immunodeficiency virus (HIV);

WHEREAS, all parties agree that there is no evidence in this case that any Griffin Hospital employee reused an insulin pen needle. The parties agree that Griffin Hospital always used special safety needles on its insulin pens that prevented the needle from being used for more than a single injection. However, even when using a new needle for a new patient, there was a potential that a pen’s insulin cartridge could have been contaminated through the backflow of blood or skin cells from one patient, thus there was a remote possibility to transmit an infection if used on another patient.

WHEREAS, the class plaintiffs do not claim that they contracted any blood borne pathogens as a result of the misuse of insulin pens by Griffin Hospital staff nor has there been any evidence produced in this matter that the alleged misuse of the insulin pens by Griffin Hospital staff led to any disease transmissions to the class plaintiffs;

WHEREAS, the named class plaintiffs availed themselves of the free blood-borne pathogen testing and tested negative for any blood-borne pathogens;

¹ Capitalized terms used herein are defined in Paragraphs 1-30 below.

WHEREAS, the Court (Lager, J.) granted the Plaintiffs' Motion for Class Certification on November 23, 2020, and further revised the Court's Order regarding Class Certification on March 10, 2021;

WHEREAS, the Certified Class consists of "[a]ll patients of Griffin Hospital, located in Derby, Connecticut, for whom a multi-dose insulin pen was prescribed during their hospitalization between September 1, 2008 and May 7, 2014 and to whom insulin was administered from a multi-dose insulin pen, who received a notification letter from Griffin Hospital on or about May 16, 2014 and who subsequently underwent testing for hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV)";

WHEREAS, the Court certified the following questions:

1. Whether, at the relevant time, there was a prevailing professional standard of care applicable to Griffin Hospital to ensure that multi-dose insulin pens were not improperly used on multiple patients, which Griffin breached because Griffin did not have appropriate policies, procedures, rules and/or guidelines, failed to properly train, educate, supervise and monitor its employees, agents and/or servants, failed to have an effective system for the distribution of pertinent information related to the use of the pens and failed to warn or notify its employees, agents and/or servants of the risks of using the pens;
2. Whether having to undergo blood testing for HBV, HCV and HIV is an actual harm or injury proximately caused by Griffin's proven professional negligence, and if so, whether undergoing blood testing alone is compensable and the monetary value of the compensation.

WHEREAS, the Court further noted that if the Plaintiffs prevail on the certified questions, issues regarding the adjudication of any individualized claim of damages can be resolved at that time;

WHEREAS, on March 16, 2022 the defendants moved for the entry of Summary Judgment dismissal;

WHEREAS, the plaintiffs have not yet filed an objection to the Summary Judgement Motion while the parties attempted to resolve this matter;

WHEREAS, extensive arms-length settlement negotiations have taken place between counsel for Plaintiffs and Defendants (collectively, the "**Parties**"), with the assistance of mediators Judge Linda Lager (Ret.) and then Attorney Patrick Noonan;

WHEREAS, Griffin denies the allegations in the Civil Action, asserts numerous legal and factual defenses to the claims made in the Civil Action, and denies any liability whatsoever;

WHEREAS, the Settlement Class Representatives and Settlement Class Counsel have concluded, after discovery and investigation of the facts and after carefully considering the circumstances of the Civil Action, including the claims asserted in the Complaint, the status of the Civil Action and the possible legal, factual and procedural defenses thereto, that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived from this Settlement and the interest in avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; and, further, that Settlement Class Counsel consider the Settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settlement Class;

WHEREAS, Griffin, after vigorous, arms-length negotiations, has agreed to payment of certain sums and other relief in settlement for the benefit of the Settlement Class, as provided in this Agreement;

WHEREAS, the Settlement Class Representatives and Settlement Class Counsel, despite their belief that they have valid claims and evidentiary support for their asserted causes of action, have nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience and delay, and thereby to resolve this controversy;

WHEREAS, Griffin, despite its belief that it has valid and complete defenses to the claims asserted against it in the Civil Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy;

NOW, THEREFORE, it is agreed by and between the undersigned on behalf of the Parties that any and all claims made or that could have been made against Griffin or the Released Entities (as defined in Paragraph 24 of this Agreement) by the Settlement Class and/or the Settlement Class Representatives in the Civil Action be settled and compromised and, except as hereafter provided, without costs as to the Settlement Class, Settlement Class Representatives, or Griffin, subject to the approval of the Court, on the following terms and conditions.

I. DEFINITIONS

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

1. The term “Civil Action” means the action captioned Anthony Diaz, et al. v. Griffin Health Services Corporation, et al., Docket No. (X10) UWY-CV15-6029965-S, pending on the Complex Litigation Docket of the Connecticut Superior Court for the Judicial District of Waterbury.

2. The term “Class” or “Class Members” means all patients of Griffin Hospital, located in Derby, Connecticut, for whom a multi-dose insulin pen was prescribed during their

hospitalization between September 1, 2008 and May 7, 2014 and to whom insulin was administered from a multi-dose insulin pen, who received a notification letter from Griffin Hospital on or about May 16, 2014 and who subsequently underwent testing for hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

3. The term “Compensation” means the amount payable to a particular Settlement Class Member as set forth in Paragraph 34 of this Agreement.

4. The term “Complaint” means the Second Amended Complaint filed on February 4, 2020 [Dkt. No. 218.00] in the Civil Action.

5. The term “Court” means the State of Connecticut Superior Court, Complex Litigation Docket, in the Judicial District of Waterbury.

6. The term “Effective Date” has the meaning ascribed to it in Paragraph 38 of this Agreement.

7. The term “Final Approval Hearing” means the final hearing at which the Court determines whether to enter the Order and Final Judgment.

8. The term “Griffin” means Griffin Hospital and Griffin Health Services Corporation.

9. The term “Griffin Blood Test Class Members” means the 1,067 people who received a letter on or about May 16, 2014 from Griffin Hospital, and subsequently returned to Griffin Hospital for blood testing for hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

10. The term “Griffin Counsel” means the law firm of Robinson & Cole LLP, including, but not limited to, Theodore J. Tucci and Wytan M. Ackerman of Robinson & Cole LLP, as well as the law firm of Neubert Pepe & Monteith, including, but not limited to, Michael Neubert of Neubert Pepe & Monteith.

11. The term “Long Form Notice” refers to the notice to be made available to the Class Members on the settlement website maintained by the Settlement Administrator, without material alteration from Exhibit B attached hereto, except as ordered by the Court (with no Party exercising its termination rights under Paragraph 47 below), or as determined necessary for formatting purposes by the Settlement Administrator.

12. The term “Motion for Final Approval” means the pleading to be filed by the Settlement Class Representatives pursuant to Paragraph 36 of this Agreement seeking entry of an Order and Final Judgment pursuant to Connecticut Practice Book § 9-9(c).

13. The term “Motion for Preliminary Approval” means the pleading to be filed by the Settlement Class Representatives pursuant to Paragraph 32 of this Agreement, which pleading shall be mutually acceptable to, and may not be modified without the mutual consent of, each of the Parties in their sole and absolute discretion. This Agreement shall be filed with the Motion for Preliminary Approval.

14. The term “Non-Griffin Blood Test Class Members” refers to any persons who received a letter on or about May 16, 2014 from Griffin Hospital, and then obtained a blood test for hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV) from a facility unaffiliated with Griffin.

15. The term “Order and Final Judgment” means an order of the Court granting final approval of the Settlement and the corresponding final judgment.

16. The term “Party” or “Parties” means, collectively, the Settlement Class Representatives, acting on behalf of the Settlement Class, and Griffin.

17. The term “Preliminary Approval Order” means an order issued by the Court preliminarily approving the Settlement. The Parties’ proposed preliminary approval order, to be filed with the Motion for Preliminary Approval, is attached as Exhibit C hereto.

18. The term “Released Claims” means any and all known and Unknown Claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, statutory, common law or equitable, including but not limited to any tort, quasi-contractual, contractual, extra-contractual, or statutory claims, any claims for punitive or exemplary damages, restitution, disgorgement, attorneys’ fees, costs of suit, injunctive relief, or prejudgment or postjudgment interest, arising from or relating in any way to the use or alleged misuse of multidose insulin pens by Defendants between September 1, 2008 and May 7, 2014, including, but not limited to, any claims that were alleged or could have been alleged by the Class in the Civil Action.

19. The term “Releasers” means any and all Settlement Class Members, as well as their respective present and former heirs, executors, trustees, administrators, assigns, subrogees, agents, attorneys and any of their legal representatives, and any entities or persons on whose behalf the Settlement Class Member is or was authorized to act, and all past and present officers, directors, agents, attorneys, employees, stockholders, successors, assigns, insurers, reinsurers, independent contractors, and legal representatives of any such persons or entities, but only to the extent such other persons or entities listed in this paragraph are acting, or purporting to act, on behalf of, or in the shoes of, a Settlement Class Member.

20. The term “Releasees” or “Released Entities” means (a) Griffin (as defined in Paragraph 8 above); (b) all of the past and present divisions, parent entities, affiliates, and subsidiaries of Griffin; (c) all past and present officers, directors, agents, attorneys, employees, successors, assigns, insurers, reinsurers, independent contractors, and legal representatives of Griffin; and (d) all of the heirs, estates, successors, assigns, and legal representatives of the persons and entities described in (a) through (c) above.

21. The term “Settlement” means the settlement provided for by this Agreement.

22. The term “Settlement Administrator” means RG/2 Claims Administration LLC (“RG/2”).

23. The term “Settlement Class” or “Settlement Class Member” means all Class Members (as defined in Paragraph 2 above), other than Settlement Class Opt-Outs. The Settlement Class includes the Settlement Class Representatives.

24. The term “Settlement Class Counsel” means the law firm of Silver Golub & Teitell, LLP, including, but not limited to, Ernest F. Teitell and Marco A. Allocca of Silver Golub & Teitell LLP.

25. The term “Settlement Class Opt-Out” means any person or entity falling within the definition of the Class set forth in Paragraph 2 of this Agreement who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in Paragraph 33.i of this Agreement and in the Settlement Notice.

26. The term “Settlement Class Period” means September 1, 2008 through May 7, 2014.

27. The term “Settlement Class Representatives” means Anthony Diaz, Bruce Sypniewski and Daisy Gmitter and/or any substitute or additional class representatives later named in the Civil Action with approval of the Court.

28. The term “Settlement Notice” means the notice to be provided by the Settlement Administrator to the Class pursuant to Connecticut Practice Book §§ 9-9(a)(2)(B) and 9-9(c)(1)(B), as detailed in Paragraph 33 below. The parties’ proposed Short Form Notice is attached as Exhibit A. The parties’ proposed Long Form Notice is attached as Exhibit B. In addition, the Settlement Notice includes the publication notice described in Paragraph 33.c below.

29. The term “Short Form Notice” refers to the notice to be provided to the Class Members by mail, without material alteration from Exhibit A hereto, except as ordered by the Court (with no Party exercising its termination rights under Paragraph 47 below), or as determined necessary for formatting purposes by the Settlement Administrator.

30. The term “Unknown Claims” means any claim and its related relief and/or damages arising out of newly discovered facts and/or facts found hereafter to be other than or different from the facts now believed to be true.

II. IMPLEMENTATION OF SETTLEMENT

31. Reasonable Best Efforts to Effectuate This Settlement. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement at certain times, the Parties and their counsel agree to use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

32. Motion for Preliminary Approval. Following the execution of this Agreement, Settlement Class Counsel shall promptly file the Motion for Preliminary Approval, seeking entry of the Preliminary Approval Order.

33. Notice, Claim Forms, Opt-Outs and Objections.

a. Class Member Notice. In the event the Court enters the Preliminary Approval Order, Griffin shall provide to the Settlement Administrator within 14 days after entry of the Preliminary Approval Order a list of the names and last known addresses of all Class Members. The Settlement Administrator shall make reasonable efforts to update and correct contact information of Class Members. The Settlement Administrator shall, in accordance with Connecticut Practice Book § 9-9(a)(2), the Preliminary Approval Order, and the terms set forth below, provide each Class Member with a copy of the Settlement Notice. All costs of the Settlement Notice and fees of the Settlement Administrator shall be paid by Griffin.

b. Form of Direct Notice to Class. No later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator will mail a Short Form Notice sent via First Class U.S. Mail notifying the recipient (A) of the nature of the class action; (B) that the class action may affect Class Members' rights; (C) that, if the Class Member desires to opt out, it must do so by a stated date certain; (D) of a link to a webpage from which they can view or download the Long Form Notice; and (E) of a phone number the Class Member can call to request that a Long Form Notice be mailed to them or with any questions. A copy of the proposed Short Form Notice is attached as Exhibit A. A copy of the proposed Long Form Notice is attached as Exhibit B.

c. Publication Notice. In addition to the Direct Notice to Class Members set forth above, the Settlement Administrator shall arrange for publication notice one time in the following newspapers of general circulation in the area served by Griffin Hospital: Connecticut Post, The Hartford Courant, The New Haven Register, and The Republic-American. This notice will contain the following text: "If you received a letter from Griffin Hospital [on or about] May 16, 2014 relating to the possible misuse of insulin pens between September 1, 2008 and May 1, 2014, and later underwent blood testing, your rights may be affected by a class action settlement. For further information, visit [website url] or call [Settlement Administrator phone number]."

d. Website. The Settlement Administrator shall maintain a website, beginning on or before the date on which the Settlement Notice is mailed and ending 30 days after the date of the final disposition of all Compensation payments, that includes copies of the Complaint, this Agreement, the Long Form Notice, the Motion for Preliminary Approval, the Preliminary Approval Order, any motions filed seeking attorneys' fees or costs for Settlement Class Counsel and/or a Service Award for the Settlement Class Representatives, the Motion for Final Approval, and (after it is entered by the Court) the Order and Final Judgment. The website shall also include a "Frequently Asked Questions" page with content drawn from the Settlement Notice and agreed to by the Parties.

e. Telephone Support. The Settlement Administrator will provide automated telephone support to, among other things, answer questions, update mailing addresses to the extent any Class Members have moved, or provide paper copies of the Long Form Notice to any Class Member who requests one. There will also be a voicemail box available in which Class Members may request a call-back from a live operator to answer questions related to the Settlement.

f. No Claim Form Required for Griffin Blood Test Class Members. All Griffin Blood Test Class Members who do not submit a timely and valid opt-out request will automatically be entitled to receive, and will be provided the Compensation provided for herein, unless the Class Member has already released their claims relating to this matter pursuant to a separate agreement, or if the Settlement Administrator cannot locate such Class Member using the Settlement Administrator's customary methods for locating Class Members.

g. Claim Form Required for Non-Griffin Blood Test Class Members. In order to receive the Compensation provided for herein, Non-Griffin Blood Test Class Members must, within 90 days after the date of mailing of the Short Form Notice, properly complete the Claim Form attached as Exhibit D hereto, executed under penalty of perjury and sworn to before a Notary Public, Commissioner of Superior Court or other authority competent to administer oaths. The Claim Form shall be accompanied by a true and accurate copy of blood test results for HBV, HCV and HIV obtained within six (6) months of May 16, 2014 letter from Griffin Hospital, unless the Non-Griffin Blood Test Class Member is unable to obtain a copy of the blood test results, in which case the Class Member shall affirm that they made reasonable efforts to obtain a copy of such blood test results and provide an explanation as to why they were not able to obtain a copy of the blood test results. If a Non-Griffin Blood Test Class Member fails to timely submit a Claim Form on or before the deadline set forth in this paragraph, the Class Member shall not be entitled to Compensation but shall otherwise be bound by all of the terms of this Agreement, including but not limited to the Release provided for herein. The Settlement Administrator shall review all Claim Forms for compliance with this Agreement and the requirements stated on the Claim Form. If the Settlement Administrator determines that a Claim Form is deficient, it shall notify the Class Member by letter, providing a 14-day period to resubmit the Claim Form and remedy any deficiencies. If the Class Member fails to resubmit the Claim Form or fails to timely remedy any deficiency, the Class Member shall not be entitled to Compensation. The Settlement Administrator's determination regarding whether a Claim Form complies with this Agreement and the requirements stated on the Claim Form shall be final and binding, and shall not be subject to appeal or review by the Court or otherwise.

h. Class Members Who Have Died or are Incapacitated. If a Class Member has died or is legally incapacitated, a representative of the estate or a person authorized to act on behalf of an incapacitated Class Member must identify themselves to the Settlement Administrator and provide evidence satisfactory to the Settlement Administrator that they are the authorized representative of the Class Member in order to receive the Compensation. The deadline to provide such evidence will be 90 days from the date that the Short Form Notice is mailed. The Settlement Administrator shall review all submissions by alleged representatives of a Settlement Class Member for compliance with this Agreement. If the Settlement Administrator determines that a submission by an alleged representative of a Settlement Class Member is deficient, it shall notify the representative by letter, providing a 14-day period to remedy any deficiencies. If the alleged representative of the Class Member fails to remedy any deficiency, the alleged representative shall not be entitled to Compensation. The Settlement Administrator's determination regarding whether a submission by an alleged representative of a Class Member complies with this Agreement shall be final and binding, and shall not be subject to appeal or review by the Court or otherwise.

i. Opt-Outs. A Class Member may opt out of the Settlement by submitting an opt-out request as instructed in the Settlement Notice. Any such opt-out request, in order to be timely, must be made on the Opt-Out form attached as Exhibit E hereto, or in a letter mailed to the Settlement Administrator and postmarked by the deadline set forth in the Settlement Notice, which shall be 60 days after the date of mailing of the Short Form Notice. Any such opt-out request must identify this Settlement or the Civil Action, identify the Class Member by name and address, and clearly and unequivocally state that the Class Member wishes to be excluded from this Settlement. Opt-out requests must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, except that such opt-out requests may be submitted by a Class Member's legal representative. A list of Class Members submitting a timely opt-out request shall be submitted to the Court with the Motion for Final Approval. All Class Members who do not timely and properly opt out of the Class shall be bound by this Agreement, and their claims shall be released as provided for herein.

j. Objections. Any Class Member may, as instructed in the Settlement Notice, mail an objection to the Settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. For an objection to be considered by the Court, the objection must:

- (1) clearly identify the case name and number (Diaz v. Griffin Health Services Corporation, Docket No. (X10) UWY-CV15-6029965-S);
- (2) identify the objector's full name, address, email address, and telephone number;
- (3) provide an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- (4) identify all grounds for the objection, accompanied by any legal support for the objection;
- (5) include the identity of all counsel who represent the objector in relation to the objection (even if not appearing), including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;
- (6) include a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- (7) include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- (8) include all documentary evidence that will be offered at the Final Approval Hearing in support of the objection;
- (9) identify all counsel representing the objector who will appear at the Final Approval Hearing;

(10) include the objector's signature (an attorney's signature is not sufficient);

(11) be submitted to the Court either by mailing them to the Clerk of the Waterbury Superior Court, by e-filing by an authorized e-filer, or by filing them in person at the Waterbury Superior Court, with a copy to Griffin Counsel and Settlement Class Counsel; and

(12) be filed or postmarked on or before the deadline set forth in the Settlement Notice, which shall be 60 days after mailing of the Short Form Notice.

Any Class Member who has timely filed an objection in compliance with this paragraph may appear at the Final Approval Hearing to be scheduled by the Court, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness, and adequacy of the proposed settlement, and on the applications for awards of attorneys' fees and costs and any enhancement award. The right to object to the Settlement or to intervene in the Civil Action must be exercised individually by a Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that an objection or a motion to intervene may be submitted by a Class Member's legally authorized representative.

Class Members who file objections are still entitled to receive benefits under the Settlement if it is approved.

Class Members have the right to opt out of the Settlement and pursue a separate and independent remedy by submitting an opt-out request as described in Paragraph 33.i of this Agreement. Class Members who object to the Settlement shall remain Class Members, and have voluntarily waived their right to pursue an independent remedy. To the extent any Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Class Member will be forever bound by the Order and Final Judgment. Class Members can avoid being bound by any judgment of the Court by opting out as described in Paragraph 33.i of this Agreement.

A Class Member is not entitled to submit both an opt-out request and an objection. If a Class Member submits both an opt-out request and an objection, the Settlement Administrator will send a letter explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked within 10 days after the Settlement Administrator's letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court's discretion.

34. Compensation. Within 30 days of the Effective Date of this Settlement as defined in Paragraph 38 herein, Griffin shall pay One Million Dollars (\$1,000,000.00) (the "Total Settlement Amount") to an account to be held by the Settlement Administrator in full and final settlement of the Civil Action. Any amounts awarded by the Court for attorney's fees and litigation costs of Settlement Class Counsel and for service awards for the Settlement Class

Representatives shall be paid by the Settlement Administrator from the Total Settlement Amount to calculate the Net Settlement Amount. Each Settlement Class Member who qualifies for payment under the terms of this Agreement will then receive a pro rata share of the Net Settlement Amount. For example, if the Court were to award attorney's fees, costs and class representative service awards totaling \$400,000, for a Net Settlement Amount of \$600,000, and if the total number of Settlement Class Members qualifying for payment were determined to be 1,300, each Settlement Class Member qualifying for payment would receive \$461.53 (calculated as \$600,000 divided by 1,300). This determination will be made by the Settlement Administrator, in consultation with Settlement Class Counsel and Griffin Counsel, within ten (10) days after the occurrence of items (1) through (4) as set forth in the definition of the Effective Date, and will be posted on the Settlement website.

- a. The Settlement Administrator will issue checks to each Settlement Class Member for their respective pro rata share of the Net Settlement Amount. Checks issued to Settlement Class Members by the Settlement Administrator will be valid for 180 days. If any of the checks distributed to Settlement Class Members go uncashed within the 180 day time period, resulting in an unclaimed balance of the Net Settlement Amount, the Class Administrator will issue checks for the total remaining balance of the Net Settlement Amount to be split equally between Team, Inc. and the Boys and Girl's Club, Lower Naugatuck Valley Chapter, as a charitable donation.

35. Costs of Administration. Griffin will pay the reasonable costs of notice as incurred and administration of the Settlement. This amount will not be included in the Total Settlement Amount set forth in Paragraph 34 above.

36. Motion for Final Approval. In accordance with a schedule to be established by the Court, Settlement Class Counsel shall file a Motion for Final Approval seeking entry of an Order and Final Judgment pursuant to Connecticut Practice Book § 9-9(c).

37. Entry of Final Judgment. If, after the Final Approval Hearing scheduled by the Court in the Preliminary Approval Order, the Court approves this Agreement, then Settlement Class Counsel shall request that the Court enter an Order and Final Judgment pursuant to Connecticut Practice Book § 9-9(c)(1), with the proposed form of such order to be reviewed and approved by Griffin Counsel. The Order and Final Judgment shall provide that the Court retain jurisdiction to enforce the terms of the Order and Final Judgment.

38. Effective Date of Settlement. The Settlement shall be effective on the first date after all of the following events have occurred: (1) entry of the Preliminary Approval Order substantially in the form submitted by the parties, or entry of a preliminary approval order not substantially in the form submitted by the parties, with respect to which neither Griffin nor Settlement Class Counsel invoke their termination rights within the period prescribed in Paragraph 47 of this Agreement; (2) final approval by the Court of this Agreement, following notice to the Class and a Final Approval Hearing; (3) entry by the Court of an Order and Final Judgment, in a form not materially inconsistent with this Agreement; (4) if any Settlement Class Member files an objection to the Settlement, the expiration of any time for appeal or review (including by writ of certiorari or otherwise) of such Order and Final Judgment, or, if any appeal

is filed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review on appeal or review by writ of certiorari; and (5) this Agreement is no longer subject to termination by any Party as provided for in Section IV.

39. Attorneys' Fees, Costs and Expenses and Service Awards to the Settlement Class Representatives.

The Settlement Administrator shall pay from the Total Settlement Amount any attorneys' fees and litigation expenses as awarded by the Court and any Class Representative Service Awards as awarded by the Court, provided that any such awards are included (along with the Compensation provided to Settlement Class Members) in the Total Settlement Amount, and in accord with the following provisions.

- a. The Settlement Class Representatives may receive the Compensation in accord with Paragraph 34 of this Agreement.
- b. The Settlement Class Representatives also may each receive a service award in recognition of their service in bringing the Civil Action on behalf of the Class (the "Service Award") of up to \$25,000 each, if such an award is approved by the Court, to be paid from the Total Settlement Amount.
- c. The Court may award Settlement Class Counsel attorneys' fees and litigation expenses to be paid from the Total Settlement Amount.
- d. The Parties agree that any award of attorneys' fees, costs and expenses and any Service Awards in this action are committed to the sole discretion of the Court within the limitations set forth in this paragraph. Settlement Class Counsel shall file any motion for attorneys' fees, costs and expenses no later than 21 days before the deadline for objections to the Settlement, and a copy of the motion shall be placed on the Settlement Administrator's website. Any motion of the Settlement Class Representatives for Service Awards must be filed with the Court no later than 21 days before the deadline for objections to the Settlement, and posted on the Settlement Administrator's website. The Court shall determine the appropriate amount of any attorneys' fees, costs and expenses to be paid to Settlement Class Counsel and the appropriate amount of any Service Awards in the Court's discretion, to be paid from the Total Settlement Amount. Griffin agrees not to oppose any applications for Service Awards and attorneys' fees, costs and expenses consistent with the terms of this Agreement.
- e. If the Court chooses, in its sole discretion, to award attorneys' fees and costs and Service Awards that are lower than the amounts sought in the motion to be filed by Settlement Class Counsel, this Agreement shall remain fully enforceable. Upon payment of the attorneys' fees, costs and expenses as awarded by the Court in its discretion, Settlement Class Counsel shall release and forever discharge any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Civil Action as to Griffin. Any attorneys' fees, costs and expenses awarded by the Court in accordance with this

paragraph shall be paid within 30 days after the Effective Date. In order to receive such payment, no more than 10 business days (not counting Saturdays, Sundays or legal holidays) before the payment is due, Settlement Class Counsel must provide a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) to the Settlement Administrator. The Settlement Administrator shall pay any Service Awards made by the Court in accordance with this paragraph within 30 days of the Effective Date. In order to receive such payment, no more than 10 business days (not counting Saturdays, Sundays or legal holidays) before the payment is due, the Settlement Class Representatives must provide a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) to the Settlement Administrator. Settlement Class Counsel and the Settlement Class Representatives agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

40. Responsibility for Certain Potential Costs Incurred by Settlement Class Counsel. Griffin shall not be responsible for any cost that may be incurred by the Class or Settlement Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Civil Action; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Agreement, unless otherwise specifically agreed, except that Griffin shall pay the costs incurred by the Settlement Administrator to prepare declarations, affidavits, or status reports at the request of the Parties or the Court for the purpose of obtaining preliminary or final approval of the Settlement or for staying informed of developments in the Settlement.

41. All Claims Satisfied; Covenant Not to Sue. Each Settlement Class Member shall look solely to the relief described in Paragraph 34 of this Agreement for settlement and satisfaction, as provided herein, of all Released Claims. The Settlement Class Representatives, on behalf of themselves and the Settlement Class Members, (1) covenant and agree that neither the Settlement Class Representatives nor any of the Settlement Class Members, nor anyone authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against the Released Entities, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to, any alleged loss, harm, or damages allegedly caused by the Released Entities, or any of them, in connection with the Released Claims; (2) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by, or on behalf of, any of them, concerning the Released Claims; and (3) agree that this Agreement shall be a complete bar to any such action by any Settlement Class Representative or Settlement Class Member.

III. RELEASES AND JURISDICTION OF COURT

42. Release of Released Entities. Upon the Effective Date of this Agreement, the Released Entities shall be released and forever discharged from any Released Claims that any Releasor has or may have had. All Releasors covenant and agree that they shall not hereafter seek to establish liability against any Released Entity based, in whole or in part, on any of the Released Claims. Upon the Effective Date, all Releasors will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against any Released Entity with respect to the Released Claims.

43. Waivers of Provisions of Law Limiting the Release of Unknown or Unsuspected Claims. The Settlement Class Representatives and all Settlement Class Members hereby expressly, knowingly, and voluntarily waive the provisions of any state, federal, municipal, local, or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, and/or damages that are unknown or unsuspected to exist at the time a settlement agreement is executed and/or approved by a court. The Settlement Class Representatives and all Settlement Class Members expressly acknowledge and assume all risk, chance, or hazard that the damage allegedly suffered may be different, or may become progressive, greater, or more extensive than is now known, anticipated, or expected. Furthermore, the Settlement Class Representatives and all Settlement Class Members specifically release any right they may now or hereafter have to reform, rescind, modify, or set aside this Release or this Agreement through mutual or unilateral mistake or otherwise; and they assume the risk of such uncertainty and mistake with respect to the consideration herein mentioned and with respect to this being a final settlement.

44. California Civil Code Section 1542 Waiver. Without limiting Paragraph 42 or 43 above, as to the Released Claims, all Releasors waive all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, if applicable, and any similar provision applicable in any other jurisdiction, and do so understanding the significance of that waiver. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding the provisions of section 1542, or any other law designed to prevent the waiver of unknown claims, and for the purpose of implementing a full and complete release and discharge of all Released Claims against all Released Entities, Releasors expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all of the Released Claims that Releasors do not know or suspect to exist in their favor against the Released Entities, or any of them, at the time of execution hereof, and that this Agreement extinguishes any such claims.

45. Consent to Jurisdiction. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for purposes of any suit, action, proceeding or dispute arising out of, or relating to, this Agreement or the applicability of this Agreement.

46. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution. The Court shall retain jurisdiction over the implementation and enforcement of this Agreement.

IV. TERMINATION OF THE AGREEMENT

47. Rejection or Material Alteration of Settlement Terms. Griffin and Settlement Class Counsel (with the consent of the Settlement Class Representatives) shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within 14 days of (1) the Court declining to enter the Preliminary Approval Order in a form materially consistent with the form submitted jointly by the Parties, or declining to approve the Settlement Notice without material alteration of the form submitted jointly by the Parties; (2) the Court declining to enter the Order and Final Judgment in a form materially consistent with this Agreement (other than determining, in the Court's sole discretion, the amount of the attorneys' fee and expenses award and Service Awards); (3) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any court of competent jurisdiction (except with respect to the amount of the attorneys' fees and costs or Service Awards); or (4) the mutual written agreement of the Settlement Class Representatives, Settlement Class Counsel, and Griffin to terminate the Agreement. Griffin shall also have the right to terminate this Agreement by providing written notice of its election to do so to Settlement Class Counsel within 14 days of: (5) the date upon which the deadline for opting out of the Class has expired and more than 10% of Class Members have declined to participate in the Settlement by opting out of the Settlement Class; or (6) any financial obligation is imposed upon Griffin arising out of the Released Claims in addition to and/or greater than those specifically accepted by Griffin in this Agreement. If an option to terminate this Agreement arises under this paragraph, no Party is required for any reason or under any circumstance to exercise that option.

48. Return to Pre-Agreement Status. In the event any of the Parties exercise the right of termination enumerated in Paragraph 47 of this Agreement, this Agreement shall be null and void (except for provisions explicitly designated as surviving the termination of this Agreement), the Parties shall jointly request that any orders entered by the Court in accordance with this Agreement be vacated, and the rights and obligations of the Parties shall be identical to those prior to the execution of this Agreement (except with respect to provisions explicitly designated as surviving the termination of this Agreement). In the event either Party exercises any right of termination, the Parties agree to jointly request that the Court provide a reasonable opportunity to file motions, objections thereto, and engage in such other further proceedings as were contemplated before the Parties entered into this Agreement.

49. No Admission of Liability / Compromise of Disputed Claims. The Parties hereto agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents and discussions associated with this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Griffin or any Released Entity, or of the truth of any of the claims or allegations contained in the Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in the Civil Action or in any

other action or proceeding. This Agreement, all discussions leading thereto, and all of the terms herein constitute compromises and offers to compromise under Connecticut Code of Evidence 4-8 and any similar state court rule or statute precluding admissibility thereof as evidence of the validity or amount of a disputed claim. In the event that this Agreement is terminated pursuant to Paragraph 47 of this Agreement, nothing in this Agreement or its negotiation may be used as evidence in any action. The Parties expressly waive the potential applicability of any doctrine, case law, statute, or regulation, which, in the absence of this paragraph of this Agreement, could or would otherwise permit the admissibility into evidence of the matters referred to in this paragraph. The Parties expressly reserve all their rights and defenses if this Agreement does not become final and effective substantially in accordance with the terms of this Agreement. The Parties also agree that this Agreement, any orders, pleadings or other documents entered in furtherance of this Agreement, and any acts in the performance of this Agreement are not intended to be, nor shall they in fact be, admissible, discoverable or relevant in any other case or other proceeding against Griffin to establish grounds for certification of any class, to prove either the acceptance by any Party hereto of any particular legal theory, or as evidence of any obligation that any Party hereto has or may have to anyone. This provision shall survive any termination of this Agreement.

V. REPRESENTATIONS AND WARRANTIES

50. Authorization to Enter This Agreement. The undersigned representative of Griffin represents and warrants that he or she is fully authorized to enter into and to execute this Agreement on behalf of Griffin. Settlement Class Counsel represent and warrant that they are fully authorized to conduct settlement negotiations with Griffin Counsel on behalf of the Settlement Class Representatives and to enter into, and to execute, this Agreement on behalf of the Settlement Class Representatives and the Settlement Class, subject to Court approval.

51. Assignment. The Settlement Class Representatives represent and warrant that they have not assigned or transferred any interest in the Civil Action which is the subject of this Agreement, in whole or in part.

52. Representation. The Settlement Class Representatives acknowledge that they have been represented by counsel of their own choosing in the Civil Action and the negotiation and execution of this Agreement, that they participated in the settlement negotiations and the decision to enter into this Agreement, that they fully understand this Agreement, and that they have had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

VI. ADDITIONAL PROVISIONS

53. Use of This Agreement. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a

Party hereto, (iii) in order to establish payment or a defense in a subsequent case, including res judicata, or (iv) to obtain Court approval of this Agreement.

54. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

55. No Party is the Drafter. This Agreement has been negotiated at arm's length, with the participation of the Parties and their counsel. In the event of a dispute arising out of this Agreement, none of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter hereof.

56. Headings. The headings to this Agreement have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

57. Construction. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to the Released Entities.

58. Choice of Law. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Connecticut, without regard to its choice of law or conflict of laws principles.

59. Amendment or Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach of this Agreement, whether prior, subsequent or contemporaneous.

60. Modification. Prior to entry of the Order and Final Judgment, this Agreement may, with approval of the Court, be modified by written agreement of the Parties without giving any additional notice to the Settlement Class, provided that such modifications are not materially adverse to the Settlement Class and are approved by the Court in issuing the Order and Final Judgment. To the extent that Settlement Class Members desire to be notified regarding any additional changes as described in this paragraph, or otherwise after the initial notice of the Settlement, they must file with the Clerk of Court in the Civil Action a request for notice, or send such a request in writing to the Settlement Administrator or Settlement Class Counsel, who shall maintain a list of all such requests that are received. Settlement Class Members who have and who provide an e-mail address agree to electronic notification.

61. Execution in Counterparts. This Agreement may be executed in counterparts. Facsimile signatures or signatures in PDF format shall be considered valid signatures as of the date thereof, and may be filed with the Court.

62. Integrated Agreement. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and

contemporaneous oral agreements among the Parties. The exhibits to this Agreement are integral parts of the Settlement and are hereby incorporated and made parts of this Agreement.

63. Notices. All notices and other communications required or permitted under this Agreement, other than requests for exclusion or objections to the Settlement, shall be in writing and delivered in person, by overnight delivery service or by email. Any such notice shall be deemed given as of the date of receipt and shall be delivered to the Parties as follows:

If to the Settlement Class Representative, Settlement Class Counsel and/or the Settlement Class:

Ernest F. Teitell
Marco A. Allocca
Silver Golub & Teitell LLP
1 Landmark Sq. 15th floor
Stamford, CT 06901
mallocca@sgtlaw.com

If to Griffin:

Theodore J. Tucci
Wystan M. Ackerman
Robinson & Cole LLP
280 Trumbull St.
Hartford, CT 06103
ttucci@rc.com

64. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

65. Confidential Information. All persons involved in the Settlement will be required to keep confidential any personal identifying information of the Class Members, and any otherwise nonpublic information of the Class Members. Any documents or nonpublic information provided by Griffin to the Settlement Administrator or Settlement Class Counsel must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments, except insofar as Settlement Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

66. Deadlines. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

67. Retention of Records. The Settlement Administrator and Settlement Class Counsel shall retain copies or images of all returned mailed notices, correspondence related

thereto and settlement checks in their possession for a period of two (2) years after the Effective Date. After this time, the Settlement Administrator shall provide its records to Griffin if Griffin so desires. The Settlement Administrator and Settlement Class Counsel shall destroy any such documentary records they have in their possession regarding the administration of the Settlement (including all Class Member information), and Griffin will have the option, in its sole discretion, to destroy such records.

68. Contact With Class Members. Griffin may communicate with Settlement Class Members in the ordinary course of its business. It may answer any question posed by a patient seeking medical treatment, guidance and/or counsel. Griffin will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator or Settlement Class Counsel. Class Counsel may respond to Class Member inquiries.

69. Public Statements. As part of the negotiated settlement agreement, the Parties agree that they each are prohibited from making, and will refrain from making or engaging in any out-of-court public statements or comments concerning the Settlement, and the Parties further agree that they will remain silent and not provide any response to any inquiries or request for comment from anyone regarding the Settlement. At no time is any Party or their counsel permitted to speak publicly about the Settlement outside of court proceedings. The Parties further agree that they are not permitted to directly or indirectly promote, advertise, disclose or otherwise facilitate distribution of this Agreement, the Motion for Preliminary Approval or any other filing with the Court concerning the Settlement, except as required by law, or to effectuate the Settlement Notice, or as otherwise provided for in this Agreement. Nothing in this paragraph shall interfere with communication by counsel privately with their clients, including Settlement Class Counsel communicating privately with individual Settlement Class Members. Nothing in this paragraph shall prevent or prohibit Settlement Class Counsel from publicly disclosing that they represented the Plaintiffs/Class Members in the Civil Action or that this matter was resolved by settlement. Moreover, nothing in this paragraph shall prevent or prohibit Settlement Class Counsel from disclosing public information about this matter to any state or federal court of competent jurisdiction in furtherance of any motion or application to be appointed class counsel or lead class counsel in other matters or as otherwise required by law.

SIGNED AND AGREED

For the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel:

Anthony Diaz
Bruce Sypniewski _____
Daisy Gmitter

By: /s/Marco A. Allocca
Ernest F. Teitell
Marco A. Allocca
Silver Golub & Teitell LLP

Griffin Health Services Corporation
Griffin Hospital

By: /s/Theodore Tucci
Theodore Tucci
Robinson & Cole

EXHIBIT B

LEGAL NOTICE

If you were a patient at Griffin Hospital during the period between September 1, 2008 and May 7, 2014, receiving insulin from a multi-dose insulin pen and later underwent blood testing after receiving a letter from Griffin Hospital indicating that multi-dose insulin pens may have been misused

YOU COULD GET A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT

The Connecticut Superior Court, Complex Litigation Docket, Judicial District of Waterbury (the “Court”) has given preliminary approval for settlement of a class action lawsuit against Griffin Health Services Corporation and Griffin Hospital (the “Defendants”). The lawsuit is known as *Anthony Diaz, et al. v. Griffin Health Services Corporation, et al.*, Docket No. (X10) UWY-CV15-6029965-S (the “Lawsuit”). The Proposed Settlement, if finally approved by the Court, will provide for payments to Settlement Class Members, as discussed below. This notice summarizes your rights and options in connection with the Proposed Settlement. A document with additional information is available at [URL TO BE INSERTED] or upon request by calling [TELEPHONE NUMBER TO BE INSERTED].

Are you a Settlement Class Member?

You are a Settlement Class Member if (1) you were a patient at Griffin Hospital between September 1, 2008 and May 7, 2014; (2) you received insulin from a multi-dose insulin pen during that time period while a patient of Griffin Hospital; (3) you received a letter on or about May 16, 2014 from Griffin Hospital about the possible misuse of insulin pens during the aforementioned time period; and, (4) you subsequently underwent blood testing relating to the alleged misuse of multi-dose insulin pens, including testing for Hepatitis B virus (HBV), Hepatitis C virus (HCV) and human immunodeficiency virus (HIV).

What is the Case About?

The Lawsuit claims that Griffin Hospital, between September 1, 2008 and May 7, 2014, may have misused multi-dose insulin pens and that as a result, affected patients were offered an opportunity to undergo blood testing for the Hepatitis B virus (HBV), Hepatitis C virus (HCV) and human immunodeficiency virus (HIV).

The Parties agree that there is no evidence in this case that any Griffin Hospital employee reused an insulin pen needle. The Parties agree that Griffin Hospital always used special safety needles on its insulin pens that prevented the needle from being used for more than a single injection. However, even when using a new needle for a new patient, there was a potential that a pen’s insulin cartridge could have been contaminated through the backflow of blood or skin cells from one patient, thus, there was a remote possibility to transmit an infection if used on another patient.

The Lawsuit seeks money damages relating to having to undergo the blood test after being advised of the potential the multi dose insulin pen may have been used on multiple patients. Griffin Hospital denies the allegations and maintains that it had appropriate policies and procedures in effect and did not breach any duty or cause any injury

to the Class Members. The Parties have agreed to a settlement, subject to approval of the Court, to avoid further litigation.

What are the Terms of the Settlement?

Under the terms of the Proposed Settlement, the Defendants will pay a total settlement amount of \$1,000,000.00 (One Million Dollars). After reductions for attorney's fees and expenses associated with pursuing this matter (which will be determined by the Court) as well as any Class Representative Service Awards (also determined by the Court), the remaining amount will be distributed in equal shares to all Settlement Class Members who qualify for payment. Pursuant to the Proposed Settlement, all Settlement Class Members will receive a monetary payment without the need of offering additional proof (with the exception of the Claim Form noted below, where applicable) and without additional fact-finding proceedings.

Who Represents You?

The Court has appointed the law firm of Silver Golub & Teitell LLP as "Class Counsel." You do not have to pay any fees or expenses to Class Counsel. As part of the Proposed Settlement, counsel fees and expenses will be approved by the Court and paid from the total settlement amount noted above. You do not have to pay any attorney's fees or expenses out of your pocket. You may hire your own attorney, if you wish. However, you will be responsible for that attorney's fees and expenses.

What Further Proceedings Are Scheduled?

The Court has not yet decided whether to give Final Approval of the Proposed Settlement. The Court will hold a Fairness Hearing at 10:00 a.m. on February 19, 2024, at the Connecticut Superior Court, Judicial District of Waterbury, 400 Grand Street, Waterbury, Connecticut. At this hearing, the Court will consider: (1) whether the Proposed Settlement is fair, reasonable and adequate, and if it should be approved; (2) the amount of attorney's fees and expenses to award Class Counsel; and, (3) any awards to the Class Representatives for their services. If there are objections, the Court will also consider them.

Settlement Class Members who have followed certain procedures may appear and be heard by the Court at the Fairness Hearing. After the hearing, the Court will decide whether to approve the Proposed Settlement.

What Are Your Legal Rights?

If the Proposed Settlement is approved, you are a Settlement Class Member as defined in this Notice, and you underwent subsequent blood testing at Griffin Hospital in response to letter that you received on or about May 16, 2014, you do not need to do anything in order to receive the benefits set forth above. **If you fall into this category and do not need to submit a Claim Form, there will be no Claim Form attached to this notice. If, however, you underwent subsequent blood testing at a facility unaffiliated with Griffin Hospital, you must submit the attached Claim Form.** Any Claim Form must be postmarked on or before January 22, 2024. Additional information regarding the Claim Form is available at [URL TO BE PROVIDED], or by calling [NUMBER TO BE PROVIDED] or by reviewing the "Long-Form Notice" at [URL TO BE PROVIDED], which contains additional information about the Lawsuit and the Settlement.

If you are receiving this Notice on behalf of a deceased or incapacitated individual, you must provide the Settlement Administrator with documentation evidencing your legal authority to act on behalf of that individual or estate, no later than January 22, 2024. Additional information is available at [URL TO BE PROVIDED] or by calling [NUMBER TO BE PROVIDED].

Release: If the Proposed Settlement is approved, all Settlement Class Members will be bound by the terms of the Settlement. No Settlement Class Member will be able to sue any of the Defendants for the released claims. More detailed language regarding the release is available at [URL TO BE PROVIDED].

Your Right to Object: If you are a member of the Settlement Class, you may object to any aspect of the Proposed Settlement, including (1) final certification of the Settlement Class; (2) the fairness, reasonableness, or adequacy of the Proposed Settlement; (3) the adequacy of the representation by the Class Representatives or by Class Counsel; or (4) the requested awards of attorney's fees and costs and/or the requested service awards of \$25,000 each for the Class Representatives. Information regarding the amounts requested for attorney's fees and costs will be available at [URL TO BE PROVIDED] by November 10, 2023. Your objection must be in writing, sent to the Clerk of the Complex Litigation Docket, Judicial District of Waterbury, 400 Grand Street, Waterbury, CT 06702, as well as the Settlement Administrator, JND Legal Administration, 1100 2nd Avenue, Suite 300, Seattle, WA 98101, and must be postmarked no later than December 22, 2023. If you object and the Court approves the Settlement, you will be bound by the Court's decision and the release described above, and will retain the right to receive a payment under the terms of the Settlement.

Your Right to Opt-Out: If you do not want to be bound by the Settlement in this case, do not want a payment from the Proposed Settlement, and you instead want to keep any right you may have to sue the Defendants about the legal issues in this case, then you must exclude yourself from the Class. To exclude yourself from the Class, you must submit an Opt-Out Election Form to the address indicated on the form. Be sure to include your name, address, telephone number and your signature. Your Opt-Out Election Form must be postmarked on or before December 22, 2023. The Opt-Out Election Form is available at [URL TO BE PROVIDED]. You can also call and request an Opt-Out Election Form by calling [NUMBER TO BE PROVIDED]. You cannot exclude yourself by telephone or by email. If you ask to be excluded, you will not get any recovery from the Proposed Settlement. You will not be legally bound by anything that happens in the lawsuit, and you may be able to sue the Defendants in the future about the legal issues in this case, but you will be subject to any legal defenses that the Defendants may assert. If you opt out of the Settlement, you may not file an objection to the Settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have questions or want a full, detailed notice or other documents about this lawsuit and your rights, you can visit [URL TO BE PROVIDED] or call toll-free [NUMBER TO BE PROVIDED]. You may also contact Class Counsel at [phone number]. You can also download copies of the Proposed Settlement and other documents related to the Proposed Settlement on the Connecticut Judicial Branch website (www.jud.ct.gov) by searching for the docket for this Lawsuit. **Please do not contact the Court or Griffin Hospital or its attorneys regarding this notice.**

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CONNECTICUT
COMPLEX LITIGATION DOCKET – JUDICIAL DISTRICT OF WATERBURY

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you were a patient at Griffin Hospital during the period between September 1, 2008 and May 7, 2014, received insulin from a multi-dose insulin pen and later underwent blood testing after receiving a letter from Griffin Hospital

YOU COULD GET A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT

The Connecticut Superior Court authorized this notice.

This is not a solicitation from a lawyer. You are not being sued.

A Class Action Lawsuit (the “Lawsuit”) that may affect your rights has been pending in Connecticut Superior Court, Complex Litigation Docket, Judicial District of Waterbury. The Lawsuit claims that Griffin Hospital, between September 1, 2008 and May 7, 2014, may have misused multi-dose insulin pens and that as a result, affected patients were offered an opportunity to undergo blood testing for the Hepatitis B virus (HBV), Hepatitis C virus (HCV) and human immunodeficiency virus (HIV). The Lawsuit seeks money damages relating to having to undergo the blood test. Griffin Hospital denies the allegations and maintains that it had appropriate policies and procedures in effect and did not breach any duty or cause any injury to the Class Members.

The Parties agree that there is no evidence in this case that any Griffin Hospital employee reused an insulin pen needle. The Parties agree that Griffin Hospital always used special safety needles on its insulin pens that prevented the needle from being used for more than a single injection. However, even when using a new needle for a new patient, there was a potential that a pen’s insulin cartridge could have been contaminated through the backflow of blood or skin cells from one patient, thus, there was a remote possibility to transmit an infection if used on another patient.

The Connecticut Superior Court has allowed the Lawsuit to proceed as a class action on behalf of all individuals who (1) were patients at Griffin Hospital between September 1, 2008 and May 7, 2014; (2) received insulin from a multi-dose insulin pen during that time period; (3) received a letter on or about May 16, 2014 from Griffin Hospital about the possible misuse of insulin pens during the aforementioned time period; and, (4) subsequently underwent blood testing relating to the alleged misuse of multi-dose insulin pens, including testing for Hepatitis B virus (HBV), Hepatitis C virus (HCV) and human immunodeficiency virus (HIV). This letter provided for free blood testing for any individual wishing to be tested and encouraged individuals to be tested. It also provided individuals with additional information and options.

This Notice is to inform you that the Connecticut Superior Court (the “Court”) has preliminarily approved a proposed settlement of the Lawsuit (the “Proposed Settlement”) which provides payments to eligible individuals.

You are receiving this Notice because records indicate that you may be eligible to participate in the Proposed Settlement and may be entitled to financial compensation under the terms of the Settlement.

This Proposed Settlement, if approved, will affect you if you are a Class Member. If the Proposed Settlement is approved and you do not exclude yourself from this class action, you will receive a sum of money if you qualify as explained herein. If you returned to Griffin Hospital to undergo a blood test in response to a letter sent to you by Griffin Hospital on or about May 16, 2014, you do not have to do anything to receive such benefits. If, however, you received the notice from Griffin Hospital and went to a facility other than Griffin Hospital to obtain your blood test, you must fill out a Claim Form to receive such benefits.

YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY. IF YOU WOULD LIKE ADDITIONAL INFORMATION, YOU MAY CONTACT JND LEGAL ADMINISTRATION AS NOTED BELOW

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT

You May:	Result	Deadline
Do Nothing	<p>If you had a blood test performed at Griffin Hospital in response to receiving the letter, no action is necessary and you will receive a payment under the Proposed Settlement.</p> <p>If you had your blood tests performed at a facility unaffiliated with Griffin Hospital, and you do nothing, you will not receive any monetary compensation and will be bound by the terms of the Settlement (unless you opt-out as explained below). If you obtained blood tests at a facility unaffiliated with Griffin Hospital in response to the May 16, 2014 letter, YOU MUST TAKE ACTION AND SUBMIT A CLAIM FORM to receive monetary compensation, as explained below.</p> <p>If you did not obtain blood tests within six (6) months of receiving a letter dated on or about May 16, 2014 letter, you are not eligible for payment.</p>	Not Applicable
Submit a Claim Form [only for those individuals who obtained their blood tests at a facility unaffiliated with Griffin Hospital within six (6) months of receiving the May 16, 2014 Notice]	If you submit a timely and properly completed Claim Form, you are eligible to receive a payment under the Proposed Settlement	Postmarked on or before January 22, 2024

Object to the Settlement	Write to the Court about what you do not like about the Proposed Settlement (see instructions below). You must be in the Settlement Class to object.	Postmarked on <u>or</u> before December 22, 2023
Go to a Hearing	Ask to speak in Court about the fairness of the Proposed Settlement. You must be in the Settlement Class to appear in Court. If you object to the Settlement, you must timely file your objection (per the instructions below) before appearing in Court.	Postmarked on <u>or</u> before December 22, 2023
Opt-Out	Elect not to participate in the Proposed Settlement. Complete an Opt-Out Form to opt-out and preserve whatever rights you may have to pursue individual claims against Defendants.	Postmarked on <u>or</u> before December 22, 2023

***If you are receiving this Notice on behalf of an individual who is deceased or incapacitated, you may have to submit documentation that you are legally authorized to act on behalf of the estate or that individual.**

ADDITIONAL INFORMATION ENCLOSED
CASE INFORMATION

This matter is pending in the Connecticut Superior Court, on the Complex Litigation Docket, Judicial District of Waterbury. The case caption is *Diaz v. Griffin Health Services Corporation*, Docket No. (X10) UWY-CV-15-6029965-S. Public judicial filings are available electronically on the State of Connecticut Judicial Branch website: www.jud.ct.gov

❖ WHY DID I GET THIS NOTICE?

You received this notice because Griffin Hospital’s records show that you were a patient there between September 1, 2008 and May 7, 2014, that during your hospitalization insulin from a multi-dose insulin pen was administered to you, and Griffin Hospital notified you in a letter on or about May 16, 2014, about the possible misuse of multi-dose insulin pens during that time period and offered blood testing for HBV, HCV and HIV. This notice explains that the Court has preliminarily approved a proposed Settlement that may affect you. You have legal rights and options that you may decide to exercise before the Court finally approves the Settlement.

❖ WHAT IS THIS LAWSUIT ABOUT?

This Lawsuit is about whether Griffin Hospital was negligent in its use of multi-dose insulin pens for hospitalized patients between September 1, 2008 and May 7, 2014, and if so, whether undergoing a blood test is an injury under the law, and if so, the compensation (if any) for that alleged injury. Griffin Hospital denies any that any of its employees acted negligently. It also denies that any individual has been harmed. As part of the proposed Settlement, Griffin Hospital continues to deny the allegations set forth in the Lawsuit but has agreed to the proposed Settlement to resolve the Lawsuit.

A multi-dose insulin pen is an injector device that contains a multi-dose vial, or cartridge, that can deliver multiple doses of insulin to a single patient. Multi-dose insulin pens are intended for single patient use only and

are not intended to be used on multiple patients or shared by anyone. Multi-dose insulin pens utilize a retractable, single-use, disposable needle that attaches to the insulin pen allowing reuse of the pen-like injector with a new sterile needle for each use. There is no evidence in this case that any Griffin Hospital employee reused an insulin pen needle. The Plaintiffs allege that even when using a new needle for the multi-dose insulin pen, the possibility exists that the cartridge holding the insulin can be contaminated through the backflow of blood or skin cells from one patient, and thus could potentially transmit an infection or disease if used on another patient.

The Plaintiffs contend that between September 1, 2008 and May 7, 2014, some health care providers at Griffin Hospital misused multi-dose insulin pens in several manners, potentially exposing patients receiving insulin from multi-dose insulin pens to various blood borne diseases, including the hepatitis B virus (HBV), hepatitis C virus (HCV) and the human immunodeficiency virus (HIV).

In particular, the Plaintiffs claim that health care providers at Griffin Hospital used multi-dose insulin pens on multiple patients, used multi-dose pens prescribed for a specific patient on patients for which that insulin pen was not prescribed, drew insulin from a multi-dose insulin pen prescribed for a specific patient into a separate insulin syringe and then administered that insulin to another patient and/or removed the patient identification label affixed to a multi-dose insulin pen prescribed for a specific patient and then administered insulin from that same multi-dose insulin pen to other patients. The Plaintiffs claim that Griffin Hospital is liable for the misuse of multi-dose insulin pens for several reasons, including (1) Griffin Hospital did not have appropriate policies, procedures, rules and/or guidelines; (2) Griffin Hospital failed to properly train, educate, supervise and monitor its employees, agents and/or servants; (3) Griffin Hospital failed to have an effective system for the distribution of pertinent information related to the use of the pens; and, (4) Griffin Hospital failed to warn or notify its employees, agents and/or servants of the risks of using the pens.

The Plaintiffs further claim that as a result of this misuse, they, as well as Class Members, had to undergo otherwise unnecessary blood testing to determine whether they contracted any blood borne diseases, such as HBV, HCV and/or HIV. The Plaintiffs also claim they suffered emotional distress as a result of the alleged misuse of multi-dose insulin pens at Griffin Hospital and the need for subsequent blood testing. The Court has determined that if the Class Members prevail on the certified class issues at trial, the Court will address at that time how any individualized emotional distress claims will be resolved. The Plaintiffs' Complaint, Amended Complaint and Second Amended Complaint are available on the Connecticut Judicial Branch website (www.jud.ct.gov) or from the Clerk of the Court.

Griffin Hospital disclosed to the public and the Department of Public Health of the potential that the multi dose insulin pen may have been utilized to administer insulin to more than one patient after the needle had been changed. Griffin Hospital notified all patients who were ordered a multi-use pen during their admission and offered to provide expedited bloodborne pathogen testing at no cost and encouraged patients receiving the letter to undergo testing. Griffin Hospital operated a hotline so all questions could be answered by healthcare professionals. Counseling services were also provided free of charge. At all times, Griffin Hospital maintains that it had appropriate policies and procedures in place, that it conducted appropriate training of its staff, that there was no widespread misuse of insulin pens, that it did not breach any duty to Plaintiffs or the Class Members, and that it did not cause any injury to Plaintiffs or the Class Members. In particular, Griffin Hospital filed an Answer to the Plaintiffs' Amended Complaint specifically denying each of the Plaintiffs' allegations as to negligence. Griffin Hospital intends to present evidence to refute the Plaintiffs' allegations as noted above as

well as evidence refuting the Plaintiffs' claimed damages. In addition, Griffin Hospital has asserted legal defenses to the Plaintiffs' claims known as "Special Defenses."

Griffin Hospital's Answer and Special Defenses is available on the Connecticut Judicial Branch website (www.jud.ct.gov) or from the Clerk of the Court.

❖ WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Anthony Diaz, Bruce Sypniewski and Daisy Gmitter) sue on behalf of themselves and other people who allegedly have similar claims. The people together are called a "Class" or "Class Members." The Class Representatives who sued are called the Plaintiffs. The people or entities that the Class Representatives sued (in this case, The Griffin Hospital and Griffin Health Services Corporation) are called the Defendants. In a class action lawsuit, one court resolves the issues for everyone in the Class.

❖ WHY IS THIS LAWSUIT A CLASS ACTION?

The Court has decided that this lawsuit can proceed as a class action pursuant to Connecticut law. In particular, the Court concluded that this case meets certain legal requirements governing class actions in Connecticut courts. By certifying this matter to proceed as a Class Action, the Court defined who is in the class and also the factual and legal issues that will be decided on a class wide basis.

The Court has defined the Class as follows:

All patients of Griffin Hospital, located in Derby, Connecticut, for whom a multi-dose insulin pen was prescribed during their hospitalization between September 1, 2008 and May 7, 2014, and to whom insulin was administered from a multi-dose insulin pen, who received a notification letter from Griffin Hospital on or about May 16, 2014 and who subsequently underwent testing for hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

The Court certified the following questions to be decided at one trial for the entire class (unless they are resolved prior to trial):

1. Whether, at the relevant time, there was a prevailing professional standard of care applicable to Griffin Hospital to ensure that multi-dose insulin pens were not improperly used on multiple patients, which Griffin breached because Griffin did not have appropriate policies, procedures, rules and/or guidelines, failed to properly train, educate, supervise and monitors its employees, agents and/or servants, failed to have an effective system for the distribution of pertinent information related to the use of the pens and failed to warn or notify its employees, agents and/or servants of the risks of using the pens.

2. Whether having to undergo blood testing for HBV, HCV and HIV is an actual harm or injury proximately caused by Griffin's proven professional negligence and, if so, whether undergoing blood testing alone is compensable and the monetary value of the compensation.

The Court also noted that any Class Member who also seeks damages for emotional distress will be bound by the class-wide determination of the above issues and that if the Class prevails on those issues, the Court will address at that time how any individualized claims (such as emotional distress) will be resolved on an individual basis.

The Court's entire Memorandum of Decision on the Plaintiffs' Motion for Class Certification, dated November 24, 2020, is available for review on the publicly accessible docket on the Connecticut Judicial Branch website: www.jud.ct.gov, or from the Clerk of the Court. The Memorandum of Decision was modified by the Court by its Order, dated March 10, 2021, which is also available on the docket on the Connecticut Judicial Branch website, or from the Clerk of the Court.

If you are uncertain whether you are a Class Member or if you have any questions regarding any of the legal or factual issues discussed in the Court's Memorandum of Decision, subsequent Order or this Notice, please contact Class Settlement Administrator by calling the toll-free number: [TO BE PROVIDED] or by visiting the Settlement Class Website [URL TO BE PROVIDED]. You may also contact Class Counsel at [insert number].

❖ HAS THE COURT DECIDED WHO IS RIGHT?

The Court has not decided who is right. By establishing the Class the Court did not decide that the Plaintiffs or Defendants will win or lose this case. The Plaintiffs and Griffin Hospital each have claims and defenses that they must prove if this matter proceeds to trial. The Parties have negotiated the Proposed Settlement to avoid the uncertainty of trial. As part of the proposed Settlement, Griffin Hospital continues to deny liability.

❖ WHY IS THERE A PROPOSED SETTLEMENT?

After extensive litigation and negotiations, both sides agreed to settle the Lawsuit in order to avoid the risk, delay and expense of continuing the litigation. This way, if the Proposed Settlement is finally approved by the Court, Settlement Class Members will be eligible to receive compensation without a trial or additional fact-finding proceedings.

The Class Representatives, on their own behalf and on behalf of all Settlement Class Members, have entered into a Proposed Settlement with Griffin Hospital. The Court has preliminarily approved this Proposed Settlement. The Class Representatives and Class Counsel think the Proposed Settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Proposed Settlement, your rights and obligations under the Proposed Settlement, and the process by which the Court will determine whether or not to finally approve the Proposed Settlement.

❖ WHAT DOES IT MEAN TO BE A SETTLEMENT CLASS MEMBER?

If you are a Class Member and do not opt-out of the Class, the decision made by the Court in this Lawsuit will apply to you. If the Court approves the Proposed Settlement, you cannot sue any of the Defendants on your own for the claims in this Lawsuit and/or the Released Claims (defined below). It also means that you will be eligible for a monetary payment pursuant to the Proposed Settlement (if you submit a Claim Form if necessary as described herein).

❖ CAN I FILE MY OWN LAWSUIT OR DEMAND?

No, unless you exclude yourself from this Lawsuit (discussed further below).

❖ AM I PART OF THE CLASS?

IMPORTANT: *The Court's definition of the Class controls whether or not you are a Settlement Class Member. You are a Settlement Class Member and eligible for a Settlement Payment if you fall into the definition set forth below.*

The Class is defined as follows:

All patients of Griffin Hospital, located in Derby, Connecticut, for whom a multi-dose insulin pen was prescribed during their hospitalization between September 1, 2008 and May 7, 2014, and to whom insulin was administered from a multi-dose insulin pen, who received a notification letter from Griffin Hospital dated May 16, 2014 and who subsequently underwent testing for hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

The testing for HBV, HCV and/or HIV did not have to occur at Griffin Hospital, although it could have.

If you fall within this definition you are a Class Member.

On May 16, 2014, Griffin Hospital sent all potentially affected patients a letter regarding the potential misuse of insulin pens at Griffin Hospital between September 1, 2008 and May 7, 2014. In that letter, Griffin Hospital offered free blood testing at Griffin Hospital for patients who received the letter. If you returned to Griffin Hospital and obtained blood tests at Griffin Hospital in response to the letter, you are a member of the Settlement Class and you do not have to take any further action unless you want to object to or opt-out of the Proposed Settlement.

If you received a letter and went to a facility unaffiliated with Griffin Hospital to undergo a blood test in response to receiving the letter you are a member of the Settlement Class but you must take action by submitting the attached Claim Form within 90 days of this Notice (see section below regarding Claim Form).

If you were a patient of Griffin Hospital during the relevant time period and received the letter but did not undergo a blood test, you are a member of the Class but you are not eligible to receive compensation under the terms of the Proposed Settlement.

If you are uncertain whether you are a member of the Class, please contact RG/2 Claims Administration LLC and/or Class Counsel listed below, or your own attorney.

If you wish, you may enter an appearance in this case yourself or through counsel if you desire.

❖ WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Pursuant to the Proposed Settlement, Griffin will pay a Total Settlement Amount of \$1,000,000.00 (One Million Dollars) to be divided evenly amongst the Settlement Class Members after reductions for attorney's fees, costs associated with pursuing this matter and any Class Representative Service Awards ordered by the Court. The exact amount of money each Settlement Class Member will receive will be finally determined by the Court upon Motion for Final Approval of Settlement, after the Court determines exactly how many individuals comprise the Settlement Class and after the Court issues applicable orders as to the amount of attorney's fees, costs and Class Representative Service Awards.

❖ DO I NEED TO DO ANYTHING TO RECEIVE PAYMENT?

If you received a letter from Griffin Hospital and you had a free blood test at Griffin Hospital in response to that letter, you do not need to do anything to receive payment. If you do not opt out of the Proposed Settlement and the Proposed Settlement is approved by the Court, you will receive a monetary payment.

If you received a letter from Griffin Hospital but you had a blood test at a facility unaffiliated with Griffin Hospital, you are eligible if you underwent that blood test within six (6) months of the letter. However, **if you underwent a blood test at a facility unaffiliated with Griffin Hospital you must fill out and return a "Claim Form", attached to the Summary Notice you received by mail (or you can download a Claim form at [URL]).** The Claim Form must be filled out and signed, under oath, and witnessed by a Notary Public, Commissioner of the Superior Court or other competent legal authority. You must also include a copy of your blood test results as evidence that you underwent the blood test. If you are unable to retrieve a copy of your blood test results, you must provide an explanation as to your efforts to obtain the results and the reason why you were unable to obtain the results.

Any Claim Forms must be postmarked on or before January 22, 2024 and returned to RG/2 Claims Administration LLC, at the following address:

Griffin Health Class Action Settlement
RG/2 Claims Administration LLC
305 17th Street
Philadelphia, PA 19103

If you received this notice on behalf of someone who is now deceased or otherwise incapacitated, you may be eligible to participate as a Settlement Class Member on behalf of the individual but you must provide legal proof of your legal authority to act either on behalf of the individual or a decedent's Estate. That proof must be submitted to RG/2 Claims Administration LLC at the address above, no later than January 22, 2024.

If you entered into a separate agreement with Griffin Hospital releasing your claims, you are not entitled to payment. If the Settlement Administrator is unable to locate a Class Member after a reasonable search, or if a Class Member is deceased or incapacitated and a representative of the estate or a representative legally authorized to act on behalf of an incapacitated Class Member does not identify themselves to the Settlement Administrator within 90 days of notice being sent, payment will not be issued to that Class Member.

If you have any questions about whether you have to do anything, you can visit the settlement website [URL TO BE PROVIDED] or call the Settlement Administrator at [NUMBER TO BE PROVIDED] or contact Class Counsel at [telephone number].

❖ WHEN WILL I GET MY PAYMENT?

Payment is conditioned on several matters, including the Court's final approval of the Proposed Settlement and such approval being final and no longer subject to any appeals to any court. Please be patient. If there is an appeal of the final approval, that could take years. The Proposed Settlement may be terminated on several grounds, including if the Court does not approve the Settlement or it requires changes the Settlement in material ways that the parties do not agree to. If the Proposed Settlement is terminated, the Lawsuit will proceed as if the Proposed Settlement had not been reached.

❖ WHAT AM I GIVING UP IF THE SETTLEMENT IS APPROVED AND I DO NOT EXCLUDE MYSELF FROM THIS LAWSUIT?

If the Proposed Settlement is approved, all Class Members will give up (release) any claims they may have against the Defendants and all of their affiliated entities, officers and employees arising out of or relating in any way to the use or alleged misuse of multidose insulin pens at Griffin Hospital between September 1, 2008 and May 7, 2014. This means you are releasing the Defendants, and you will be bound by that release. You cannot sue any of the Defendants for the released claims. ***If you are a Settlement Class Member you will be bound by the Proposed Settlement, including the Release and dismissal with prejudice.***

This also means that your heirs, beneficiaries, agents or anyone who legally represents you, now or in the future, also give up their claims that are released as part of this Settlement. They cannot sue any of the Defendants for the released claims.

If you participate in the Proposed Settlement and it is approved, you will be eligible for a monetary payment but will give up the right to start your own lawsuit. **If you want to pursue your own claim outside of this Settlement, you must exclude yourself from the Class as discussed below.**

❖ HOW DO I OBJECT TO THE PROPOSED SETTLEMENT?

If you a Settlement Class Member (as defined above), you may object to any aspect of the Proposed Settlement, including: final certification of the Settlement Class; the fairness, reasonableness, or adequacy of the Proposed Settlement; the adequacy of the representation by the Class Representatives or by Class Counsel;

the attorney's fees and costs requested by Class Counsel; and the service awards requested for the Class Representatives.

Your objection must be in writing and must include:

1. The name of the case: "*Anthony Diaz, et al. v. Griffin Health Services Corporation, et al.*"
2. Your full name;
3. Your address and telephone number;
4. A statement of your objection, as well as the specific reasons for each objection, including any legal authority you wish to bring to the Court's attention;
5. A statement indicating if you intend to appear at the Fairness Hearing;
6. A list of witnesses whom you may call by live testimony; and.
7. Copies of any documents or papers that you plan to submit.

If you are represented by a lawyer in connection with your objection, that lawyer must file an appearance with the Court.

Your objection must be sent by First-Class Mail, postage prepaid, and be postmarked no later than December 22, 2023. You must file your objection with the Court at the following address:

Waterbury Superior Court
Clerk for Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702

You must also mail a copy of your objection to:

RG/2 Claims Administration LLC
305 17th Street
Philadelphia, PA 19103

If you do not follow these procedures and submit your objection by the deadline, the Court may not hear your objection.

❖ WHY WOULD I ASK TO BE EXCLUDED?

If you do not want to be bound by any judgment, whether favorable or unfavorable, that may be made in this case, do not want a payment from the Proposed Settlement, and you instead want to keep the right to sue the Defendants about the legal issues in this case, then you must take steps to exclude yourself from the class. This is sometimes referred to as "opting out" of the Class.

If you start your own lawsuit against the Defendants after you exclude yourself, you may want to hire your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start your own lawsuit against the Defendants, you should talk to a lawyer soon, because your claims may be subject to a statute of limitations.

❖ HOW DO I GET OUT OF THE CLASS?

To exclude yourself from the Class, you must submit the attached Opt-Out Election Form to the address indicated on the form. Be sure to include your name, address, telephone number and your signature. Your Opt-Out Election Form must be postmarked on or before December 22, 2023.

The Court will honor all timely submitted Opt-Out Election Forms.

You cannot exclude yourself by telephone or by email.

If you ask to be excluded, you will not get any recovery from the Proposed Settlement. You will not have a right to object to the Proposed Settlement. You will not be legally bound by anything that happens in this Lawsuit, and you may be able to sue the Defendants in the future about the legal issues in this case, but you will be subject to any legal defenses that the Defendants may assert.

❖ IF I DON'T EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No, unless you exclude yourself from this Lawsuit, you give up any right to sue the Defendants for the claims presented in this Lawsuit. Remember, the Opt-Out deadline is December 22, 2023.

❖ DO I HAVE LAWYERS IN THIS LAWSUIT?

Yes. The Court has appointed the following lawyers as "Class Counsel" to represent you and the other Settlement Class Members:

Ernie F. Teitell
Marco A. Allocca
Silver Golub & Teitell LLP
One Landmark Square
15th Floor
Stamford, CT 06901
(203) 325-4491
www.sgtlaw.com

❖ HOW WILL THE LAWYERS BE PAID?

At the Fairness Hearing (discussed below), the Court will decide if it should approve the Proposed Settlement. It will also decide whether or not to approve Class Counsel's attorneys' fees and expenses. Under the Proposed Settlement, Class Counsel's attorneys' fees and expenses will be paid out of the total \$1,000,000.00 being paid by the Defendants to resolve this matter. By no later than November 10, 2023, Class Counsel will file a Motion for Award of Attorney's Fees and Expenses which will contain a detailed breakdown of the work of counsel and expenses paid by Class Counsel's Firm. The Court will then determine the appropriate attorneys' fees and expenses to award to Class Counsel. Class Counsel's Motion for Attorney's Fees and Expenses will be available

at [URL] and on the Judicial Branch website at www.jud.ct.gov for review by all Settlement Class Members. No Settlement Class Member will be responsible for paying any of Class Counsel's Attorneys' fees or expenses.

Class Counsel will also ask the Court to approve payments of no more than \$25,000.00 to each of the Class Representatives for their services as Class Representatives throughout the pendency of this litigation, to be paid from the total settlement amount. Class Counsel's request for such payments will also be filed no later than November 10, 2023, and contain a detailed breakdown of the Class Representatives' participation in this matter. This motion will be available at [URL] and on the Judicial Branch website at www.jud.ct.gov for review by all Settlement Class Members.

The fees and payments will pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, negotiating the Proposed Settlement, and monitoring Class Members' rights during approval and administration of the Proposed Settlement. Defendants have agreed not to oppose these payments.

❖ CAN AND SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense and he or she may appear in the case on your behalf. You will have to pay for that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. You may exercise this option only if you do not exclude yourself from the Class.

❖ WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?

The Court will hold a Fairness Hearing at 10:00 a.m. on February 19, 2024 at the Waterbury Superior Court, 400 Grand Street, Waterbury, Connecticut. At this hearing, the Court will consider: (1) whether the Proposed Settlement is fair, reasonable, and adequate and if it should be approved; (2) the proposed payments to Class Members; (3) Class Counsel's application for an award of attorneys' fees and expenses; and (4) any requested awards to the Class Representatives for their services. If there are objections, the Court will also consider them.

Persons who have followed the procedures described herein may appear and be heard by the Court. After the hearing, the Court will decide whether to approve the Proposed Settlement. It is not known how long these decisions will take.

❖ DO I HAVE TO COME TO THE HEARING? HOW DO I APPEAR IN THE LAWSUIT?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend, but it is not required.

❖ MAY I SPEAK AT THE HEARING? HOW DO I APPEAR IN THE LAWSUIT?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and Parties in writing. This is called a Notice of Intent to Appear. Your Notice of Intent to Appear must contain: (1) The name of the case; (2) the words “Notice of Intent to Appear”; (3) Your full name, address, telephone number, and signature; and, (4) if an attorney will appear on your behalf, the attorney’s name, address, telephone number, and a juris number. If an attorney will be representing you at the Fairness Hearing, that attorney also must file an appearance form with the Court.

Your Notice of Intent to Appear must be sent by First-Class Mail, postage prepaid, and be postmarked no later than December 22, 2023. You must file your Notice of Intent to Appear by sending it the following addresses:

Waterbury Superior Court
Clerk for Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702

AND

RG/2 Claims Administration LLC
305 17th Street
Philadelphia, PA 19103

❖ ARE MORE DETAILS AVAILABLE?

Yes, you can obtain additional information by contacting the Class Administrator by either visiting the Settlement website [URL TO BE PROVIDED] or calling [NUMBER TO BE PROVIDED] or contacting Class Counsel (see above).

Please do not contact the Court or Griffin Hospital or its attorneys.

EXHIBIT D

Diaz, et al. v. Griffin Health Services Corporation, et al.
Docket No. (X10) UWY-CV15-6029965-S
Class Action

***IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT,
DO NOT SUBMIT THIS FORM.***

**THIS FORM SHOULD ONLY BE COMPLETED BY THOSE INDIVIDUALS WHO DO
NOT WANT TO PARTICIPATE IN THE SETTLEMENT**

OPT-OUT ELECTION FORM

Fill out and return the form below only if you wish to
exclude yourself from the settlement in the Griffin Hospital Class Action
Your form must be postmarked by no later than December 22, 2023

I, _____, wish to exclude myself from the settlement in the
Griffin Hospital Class Action.

I understand that, if I exclude myself from the settlement, I will not be entitled to any
payment from the proposed Settlement, and will retain the rights I may have (if any) to bring my
own lawsuit against the defendants. I also understand that, if I intend to bring my own claims, I
will be subject to any legal defenses that the defendants may assert.

My information

Name: _____

Address: _____

Phone: _____

Signature: _____

Mail this form – postmarked no later than [DATE] – to:

**Griffin Hospital Class Action Opt-Out
RG/2 Claims Administration LLC
305 17th Street
Philadelphia, PA 19103**

EXHIBIT E

CLAIM FORM

If you returned to Griffin Hospital to undergo a free blood test, as offered by Griffin Hospital in its letter dated on or about May 16, 2024, you do not need to and should not fill out and return this Claim Form. If you underwent a blood test in response to receiving a letter on or about May 16, 2014 but did so at a location other than Griffin Hospital, please submit this Claim Form and include a copy of your blood test results or explain why you were unable to receive a copy of your results in the appropriate section below. If you are submitting this Claim Form on behalf of someone else because the person who received a letter on or about May 16, 2014 from Griffin Hospital is deceased or incapacitated, please fill in relevant sections and provide a copy of the relevant document evidencing your legal authority to act on behalf of the individual listed.

This Claim Form must be signed in front a Notary Public, Commissioner of the Superior Court or other competent authority to administer oaths. You may be able to find a Notary Public at your bank, city or town office building, or by contacting Class Counsel at 203-325-4491. By signing this Claim Form you are doing so under penalty or perjury and you subject yourself to the jurisdiction of the Connecticut Superior Court, the Complex Litigation Docket of Waterbury, relating to any misrepresentations made herein.

AFFIDAVIT IN SUPPORT OF CLAIM FORM

I, the undersigned, of lawful age and sound mind, being duly sworn, hereby swear, affirm and attest, under oath and penalty of perjury, as follows,

1. My legal name is _____;
2. My mailing address is _____;
3. [If you are submitting this Claim Form on behalf of someone other than yourself, please complete this Section. If you are submitting this Claim Form on your own behalf, please skip to No. 4]

I am submitting this Claim Form on behalf of _____
[insert name of individual or estate on whose behalf this Claim Form is being submitted],
and I am legally authorized to act on behalf of the aforementioned individual or their estate. Attached is a copy of a legal document evidencing my legal authority to act on behalf of the aforementioned individual or their estate [attach copy of such document to this Claim Form];

4. I [or the aforementioned individual] received a notice from Griffin Hospital dated on or about May 16, 2014, informing me [them] that multi-dose insulin pens may have been misused at Griffin Hospital;

5. As a result of receiving the aforementioned notice from Griffin Hospital, I [they] had a blood test for the Hepatitis B virus (HBV), Hepatitis C virus (HCV) and/or human immunodeficiency virus (HIV);
6. The blood test that I [they] obtained was done within six (6) months of the letter that I [they] received from Griffin Hospital;
7. Attached is a copy of the results of the blood test that I [they] had in response to receiving the letter [if attaching blood test results skip No. 8]. I agree and consent to the Settlement Administrator for this class action settlement receiving, reviewing and retaining a copy of these blood test results for the purpose of administering this class action settlement;
8. [If you were unable to receive the aforementioned blood test results, please complete this Section]

I was unable to obtain a copy of the results from the aforementioned blood test(s) but I made reasonable efforts to obtain the results:

[Provide brief explanation of efforts made to obtain results and reason why you were not able to obtain a copy of the results]: _____

 _____.

9. Under penalty of perjury, I hereby declare and affirm that the above-mentioned information is, to the best of my knowledge and ability, true and accurate.

Affiant's Signature: _____

Name:

Date:

State of _____

County of _____

On _____, 2023, before me, _____, personally appeared _____, who makes this statement and Affidavit upon oath and affirmation of belief and personal knowledge that the foregoing matters, facts and things set forth are true and correct to the best of his/her knowledge:

SWORN to and subscribed before me, this ___ day of _____, 2023.

NOTARY PUBLIC /
COMMISSIONER OF THE
SUPERIOR COURT

My Commission Expires: _____.