

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 you received notice by mail. If you did not receive notice by mail, you must contact the Settlement Administrator (see contact information below). If 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 RG/2 CLAIMS 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 if you received notice by mail. If you did not receive notice by mail, you must contact the Settlement Administrator (see contact information below).</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
<p>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]</p>	<p>If you submit a timely and properly completed Claim Form, you are eligible to receive a payment under the Proposed Settlement</p>	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 or before December 22, 2023
Attend a Hearing	Ask to speak in Court at a virtual hearing 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. Class members who file objections or notify the Court that they wish to speak will be provided with information regarding how to participate in the virtual hearing.	Postmarked on or 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 or 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 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 the Class Settlement Administrator by calling the toll-free number: 1-866-742-4955 or by visiting the Settlement Class Website www.GriffinvDiazClassAction.com. You may also contact Class Counsel at 203-325-4491.

❖ 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 no later than January 22, 2024 (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 compromise 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 notice of the Proposed Settlement by mail. If you did not receive notice by mail, you must contact the Settlement Administrator (see contact information below) to provide your current address.

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 www.GriffinvDiazClassAction.com**. 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
P.O. Box 59479
Philadelphia, PA 19102-9479

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 www.GriffinvDiazClassAction.com or call the Settlement Administrator at 1-866-742-4955 or contact Class Counsel at 203-325-4491.

❖ **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 IF 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 virtual 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:

Griffin Health Class Action Settlement
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

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 Opt-Out Election Form (available at www.GriffinDiazClassAction.com) 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 www.GriffinDiazClassAction.com 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 www.GriffinDiazClassAction.com 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 virtual Fairness Hearing at 10:00 a.m. on February 19, 2024, in Virtual Courtroom 11 of the Waterbury Superior Court. The proceedings will be livestreamed at the following link: <https://jud.ct.gov/PublicAccess/CourtList.aspx?d=Waterbury>. 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 ATTEND 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 attend the virtual hearing (see information above) 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 virtual 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

Griffin Health Class Action Settlement
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

If you submit a Notice of Intent to Appear or an objection, you will be provided with information regarding how you may participate in the virtual Fairness Hearing. Class Members who wish to attend the hearing but not speak to the Court may view the proceedings at the following link: <https://jud.ct.gov/PublicAccess/CourtList.aspx?d=Waterbury>.

❖ **ARE MORE DETAILS AVAILABLE?**

Yes, you can obtain additional information by contacting the Class Administrator by either visiting the Settlement website www.GriffinDiazClassAction.com or calling 1-866-742-4955 or contacting Class Counsel (see above).

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