

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Russell G. Binder v. The Charles Town General Hosp. d/b/a Jefferson Med. Ctr., City Hosp., Inc. d/b/a Berkeley Med. Ctr., West Virginia Univ. Hosp., Inc., West Virginia Univ. Hosp. – East, Inc., Action No. 15-C-530, Circuit Court of Berkley County, West Virginia

—AND—

James F. Smith and John E. Smith, as Co-Executors of the Estate of Donald F. Smith v. Camden-Clark Mem. Hosp. Corp., Action No. 14-C-829, Circuit Court of Wood County, West Virginia

IF YOU PAID FOR COPIES OF MEDICAL RECORDS FROM DECEMBER 1, 2010 TO JULY 5, 2017, YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A state court authorized this notice. This is not a solicitation from a lawyer.

Why are you receiving this notice?

You are a patient, patient's agent, attorney in a representative capacity, patient's other authorized representative, or insurance company who, with medical authorizations, on one or more occasions between December 1, 2010 and July 5, 2017 was invoiced and/or billed by CIOX Health, LLC ("CIOX") for the service of providing copies of medical records requested from one or more WVU Medicine Entities, which include Harpers Ferry, Jefferson Memorial Hospital, Spring Mills, Inwood Family Medicine, WVUH-East Neurology, WVUH-East Urology, WVUH-East Pulmonology, WVUH-East ENT, WVUH-East Psych, WVUH-East GI, Foxcroft Family Medicine, Gateway Family Medicine, UHP Surgeons, and UHP Oncology, as well as, City Hospital, Inc. d/b/a Berkeley Medical Center, and Camden Clark Medical Center (each a "WVU Medicine Entity").

What is the purpose of this notice?

This notice is to inform you about two class action lawsuits (the "Actions") and a proposed class settlement (the "Settlement") that has been conditionally approved by the Court. Under the proposed Settlement, members of the Settlement Class are entitled to receive a cash settlement payment for charges incurred between December 1, 2010 and July 5, 2017 (the "Class Period").

How do I submit a claim?

This notice explains the terms of the Settlement and tells you how to submit a claim for cash benefits under the Settlement. Full copies of all settlement documents, pleadings, and claim forms can be found on the settlement website: www.settlement.com (the "Settlement Webpage"). Additionally, a paper copy of the Proof of Claim form is enclosed that can be

submitted to the Claims Administrator, American Legal Claim Services LLC, no later than _____, 2026. A Proof of Claim form can also be submitted electronically through the Settlement Webpage by _____, 2026. ***You may obtain a list of potentially eligible invoice(s) (including invoice number, invoice date, patient name, name of the WVU Medicine Entity, and amount paid) from the Claim Administrator to assist in completing the Proof of Claim form. For each potentially eligible invoice, you must submit a separate Proof of Claim form.***

How much is my claim worth?

The value of each claim is dependent upon: (1) the number of pages contained in the medical records produced and (2) the amounts paid for copies of medical records. A complete explanation of the value of each claim can be found in Section II, below.

I. THE ACTION

The Actions are the matters titled (1) *James F. Smith and John E. Smith, as Co-Executors of the Estate of Donald F. Smith v. Camden-Clark Memorial Hospital Corporation*, Civil Action No. 14-C-829, pending in the Circuit Court of Wood County, West Virginia, and (2) *Russell G. Binder v. The Charles Town General Hospital d/b/a Jefferson Med. Ctr., City Hospital, Inc. d/b/a Berkeley Med. Ctr., West Virginia University Hospitals, Inc., West Virginia United health System, Inc., West Virginia University Hospitals – East, Inc.*, Civil Action No. 15-C-530, formerly in the Circuit Court of Berkeley County, West Virginia. In the Actions, Plaintiffs claim that they were excessively and improperly charged for copies of medical records in connection with treatment they received at a WVU Medicine Entity. Defendants deny Plaintiffs' claims and contend that they have not acted in an unlawful manner. By settling this lawsuit, Defendants are not admitting, and expressly deny, that they have done anything wrong, but have agreed, as part of the Settlement, to reimburse Plaintiffs and those similarly situated a certain monetary amount as discussed in greater detail below.

The Court has preliminarily certified a Class (the "Settlement Class") in the Action, and preliminarily determined that the settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class.

The Settlement Class is defined as follows: All patients, patients' agents, attorneys in a representative capacity, patients' authorized representatives, including, but not limited to, defense counsel or insurance companies who, with medical authorizations, on one or more occasions during the Class Period, sought, in writing, copies of medical records from one or more WVU Medicine Entities serviced by CIOX and who subsequently: (1) paid CIOX for copies of medical records and were not reimbursed for same, or (2) reimbursed their legal or authorized representative for the costs paid to CIOX and advanced on their behalf to obtain copies of medical records, which were then produced pursuant to West Virginia Code §§ 16-29-1, *et seq.* from a WVU Medicine Entity, as defined herein, during the Class Period.

The Settlement Class excludes (1) Class Counsel, including their respective law firms during the Class Period, (2) any and all Persons that paid for the requested copies of medical records pursuant

to a specific pricing agreement or a negotiated rate, and , and (3) the Judge signing the Final Approval Order and Judgment, any judge or justice considering the State Action on appeal or remand (if applicable), and their current spouses and all other persons within the third degree of consanguinity to such judges/justices.

II. BENEFITS UNDER THE PROPOSED SETTLEMENT

A. Payments to Class Members: Plaintiffs and CIOX have entered into a proposed Settlement of the Actions. Under the proposed Settlement and subject to final Court approval, Class Members who submit timely and valid Proof(s) of Claim will be deemed eligible to receive payment or the “Settlement Benefit” of the difference between the Per-Page Rate charged by CIOX to produce copies of the medical records in response to a qualifying request for medical records and the Settlement Rate of \$0.14 per page.

The applicable “Per-Page Rate” means the fee assessed and paid by the requestor in response to a qualifying request for medical records, on a on a per-page basis to provide medical records from one or multiple WVU Medicine Entities during the Class Period as follows:

- **Patient Requests**
 - o \$0.40 per-page: December 1, 2010, through July 15, 2011;
 - o \$0.75 per-page: July 15, 2011 through June 30, 2014;
 - o \$0.49 per-page: June 30, 2014 through February 8, 2016;
 - o \$0.39 per-page: February 8, 2016 through August 23, 2016; and
 - o \$0.12 per-page: August 23, 2016 through July 5, 2017.
- **Non-Patient Requests**
 - o \$0.40 per-page: December 1, 2010, through July 15, 2011;
 - o \$0.75 per-page: July 15, 2011 through June 30, 2014; and
 - o \$0.55 per-page: June, 2014 through July 5, 2017.

Only one claim and only one Settlement Benefit may be paid per qualifying request for copies of medical records. Only the Person that ultimately paid the cost of the medical records is eligible to receive reimbursement (i.e., the Person that requested the records is not eligible if they received reimbursement and the patient is eligible if they either paid without receiving reimbursement, or reimbursed the requestor). Checks issued to Class Members will be void one-hundred and eighty (180) days after issuance. Any Class Member who does not negotiate the check within one-hundred and eighty(180) days will lose any rights to payment, while the Agreement will in all other respects be fully enforceable against such Class Member.

In order to have the opportunity to submit a claim for Settlement Benefits, YOU MUST: (1) FILL OUT ALL “REQUIRED” FIELDS DENOTED ON THE ENCLOSED PROOF OF CLAIM FORM, (2) SIGN AND ATTEST TO THE VERACITY OF SAME, AND (3) RETURN THE PROOF OF CLAIM FORM EITHER ELECTRONICALLY OR BY MAIL.

ALL PROOF OF CLAIM FORMS MUST BE ELECTRONICALLY SUBMITTED BY OR POSTMARKED NO LATER THAN _____, 2026. LATE CLAIM FORMS WILL NOT BE ACCEPTED.

B. Attorneys' Fees, Costs, and Class Representative Incentive Awards. Counsel for Plaintiffs and the Settlement Class ("Class Counsel") is seeking an award of attorneys' fees, costs, and expenses ("Fees") from the Court in an amount to be determined by the Court. Class Counsel is likewise seeking incentive awards for Plaintiffs Russell G. Binder, individually, and James and John Smith, as co-administrators of the Estate of Donald F. Smith, in settlement of their claims and in recognition of their service as class representatives, in an amount to be determined by the Court. These applications, and all pleadings and orders relating thereto will be made available for Class Members to review on the Settlement Webpage.

C. Costs. CIOX will pay the costs associated with this notice and the administration of the Settlement.

III. HOW TO SUBMIT A CLAIM FOR A SETTLEMENT BENEFIT

A Proof of Claim form, titled "Proof of Claim and Release" (referred to herein as "Claim Form" or "Proof of Claim") is included at the end of this notice for use in submitting a claim. You may also submit a Claim Form electronically through the Settlement webpage, www._____.com. If you want the Settlement Benefit under the proposed Settlement, you must **(a) be a Class Member and (b) fill out, attest the veracity and sign, and timely return the accompanying Claim Form to American Legal Claim Services, LLC, Binder v. Ciox Health, c/o Settlement Administrator, P.O. Box 23489, Jacksonville, FL 32241 or submit it electronically via the Settlement Webpage. To be timely, the Claim Form must be electronically submitted, or postmarked to Claims Administrator, American Legal Claim Services, LLC, no later than _____, 2026. Class members who submit untimely or otherwise invalid Claim Forms, or who send Claim Forms to any address other than that provided above, will lose any right to payment under the Settlement, while the Agreement (including the Release contained therein) will in all other respects be fully enforceable against the Class Member.**

Settlement Benefits may only be obtained by the person who ultimately paid the invoice or bill for the release of information request. In addition, no claims may be submitted as a group, in the aggregate, or on behalf of a class of persons. Any claim not meeting these requirements will be invalid and ineligible for payment.

IV. RELEASE OF CLAIMS

Under the proposed Settlement, all Class Members will be bound by any final judgment entered by the Court and also bound by the release provisions of the Settlement Agreement. The Settlement Agreement provides that all "Released Claims" of Class Members will be forever released, as provided for in the Settlement Agreement. As provided in the Settlement Agreement, "Released Claims" means and includes any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or

unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, and including, but not limited to, breach of contract, unjust enrichment, money had and received, negligence, negligence *per se*, specific performance, promissory estoppel, unfair trade practice, and violation of state or federal consumer protection statutes as of the Effective Date of the Settlement Agreement, that directly relate to or arise out of: (a) a Qualifying Request, as defined in the Settlement Agreement; (b) any and all acts, omissions, facts, transactions, occurrences, claims, demands, actions, causes of action, rights, or liabilities alleged, asserted, or referred to in the State Actions arising out of the fees charged by CIOX for copies of medical records during the Class Period; and/or (c) any alleged failure to comply with the West Virginia Code §§ 16-29-1, *et seq.* and W. Va. Code §§ 46A-6-101, including, but not limited to, all such claims for general, special, treble, and punitive damages, as well as any and all such claims for penalties, attorneys' fees, and costs of suit, with respect to release of information requests processed by, or any fees charged by, CIOX during the Class Period. For purposes of the settlement and with reference to Plaintiffs, "Released Claims" further specifically extends to and includes any and all claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that directly relate to or arise from the service of providing copies of requested medical records and associated fees by CIOX during the Class Period. Additionally, "Released Claims" further specifically extends to and includes any and all claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that directly relate to or arise from the charges for copies of medical records from the WVU Medicine Entities assessed by or paid to CIOX, or otherwise asserted in the Actions relative to services performed by CIOX on behalf of the WVU Medicine Entities during the Class Period.

Upon Court approval of the Settlement Agreement, the court shall enter a final judgment and order dismissing with prejudice and fully and finally settling this Action as to all Class Members. As provided for in the Settlement Agreement, Class Members will be forever barred from seeking further relief on any of the Released Claims.

V. FINAL APPROVAL HEARING

A final approval hearing will be held to determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate, and to determine the amount of fees that should be awarded to Class Counsel. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement. The hearing will take place on _____ at _____, in _____, before Judge _____. The hearing may be continued without further notice. **YOU DO NOT HAVE TO SHOW UP AT THIS HEARING UNLESS YOU OBJECT TO THE SETTLEMENT AND WANT TO BE THERE IN PERSON.** Should you wish to object to the settlement, you must comply with the objection process outlined below.

VI. RIGHT TO OBJECT OR OPT OUT

A. Objecting to the Settlement. You have the right to object to all or any part of this proposed Settlement, but if you want to object, you must be a Class Member.

Class Members who do not timely request exclusion and have a Qualifying Request possess the right to object to the proposed settlement by filing an objection in writing with the Clerk of the State Court no later than the final day of the Claim Period. The objection must also be mailed to each of the following, postmarked by the last day to file the objection: (1) Class Counsel: (i) David J. Romano and the law firm of Romano Law Office, LC, 363 Washington Avenue, Clarksburg, WV 26301; (ii) David E. Goddard and the law firm of Goddard Law, 7 Chenoweth Dr., Suite C, Bridgeport, WV 26330; and (iii) Richard A. Monahan and the law firm of Bordas & Bordas, PLLC, 1358 National Road, Wheeling, WV 26003; (2) Defense Counsel: (i) Javier F. Flores and the law firm of Dinsmore & Shohl LLP, 101 Arch Street, Suite 1800, Boston, MA 02110, and (ii) Russell D. Jessee and the law firm of Steptoe & Johnson PLLC, 707 Virginia Street East, Charleston, WV 25301; and (3) Claims Administrator: American Legal Claim Services, LLC, Binder v. Ciox Health c/o Settlement Administrator, P.O. Box 23489, Jacksonville, FL 32241.

A written objection must include: (1) the full name, address, phone number and email address (if applicable) of the Class Member, the name of the patient(s) for whom the records were requested, if the objecting Class Member is not the patient, and the invoice number(s) associated with the request(s) for records, (2) a detailed description of the legal and factual grounds for the objection; (3) all documents or writings that such Class Member desires the Court to consider; and (4) a statement of whether the objecting Class Member intends to appear at the Final Approval Hearing in person or through counsel. The Class Member must sign the objection for such objection to be valid, unless represented by counsel admitted to practice in West Virginia, in which case counsel shall be required to sign.

Any Class Member wishing to appear in person in addition to submitting only written objections must file, along with the written objection, a written notice of intention to appear by the date specified above. Any Class Member who fails to object in the manner prescribed herein shall be deemed to have waived their objections and forever be barred from making any such objections in this Action. Please note that you must state ALL reasons why you believe the Settlement should not be approved.

B. Opting Out of the Settlement. Persons who qualify as Class Members also have the opportunity to opt out of the Settlement Class. Each Person who qualifies as a Class Member who wishes to opt out of the Settlement Class shall do so by serving a written opt-out request to all Class Counsel, Defense Counsel and the Claims Administrator (at the addresses listed above), via first class mail, postage pre-paid, postmarked no later than the final day of the Claim Period.

Exclusion requests must: (1) be signed by the Person or their attorney; (2) include the full name and address of the Person requesting exclusion, the name of the patient for whom the records were requested if the Person was not the patient, the invoice number(s) associated with the request for records; (3) be timely postmarked and mailed to the address designated in the Class Notice; and (4) include the following statement: "I/we request to be excluded from the proposed class

settlement in *Binder v. The Charles Town General Hospital d/b/a Jefferson Med. Ctr., City Hospital, Inc. d/b/a Berkeley Med. Ctr., West Virginia University Hospitals, Inc., West Virginia United Health System, Inc., West Virginia University Hospitals – East, Inc.*, Civil Action No. 15-C-530, formerly in the Circuit Court of Berkeley County, West Virginia and/or *James F. Smith and John E. Smith, as Co-Executors of the Estate of Donald F. Smith v. Camden-Clark Mem. Hosp. Corp.*, Action No. 14-C-829, pending in the Circuit Court of Wood County, West Virginia.”

No request for exclusion will be honored as valid unless all the prerequisites described above are adhered to in full. For any Person who qualifies as a Class Member and who has more than one claim, the exclusion request must specify each separate claim. Class Counsel will keep any such opt-out information confidential and will use it only for purposes of determining whether a person has properly opted out. All Persons who qualify as Class Members and who do not opt-out in accordance with the terms set forth herein will be deemed Class Members, and will, in turn, be bound by all determinations and judgments in the Action.

All Persons who qualify as Class Members who exclude themselves from the Settlement Class will not be eligible to receive any Settlement Payment, will not be bound by any further orders or judgments entered for or against the Settlement Class and will preserve their ability to independently pursue any claims they may have against Defendant or the Released Parties by filing their own lawsuit at their own expense. This is true even if the settlement set forth in this Agreement is not ultimately approved by the Court.

VII. INQUIRIES REGARDING THE SETTLEMENT

DO NOT CONTACT THE COURT, CIOX, WVU ENTITIES, or DEFENSE COUNSEL ABOUT THIS NOTICE OR CASE. You can contact Class Counsel: (1) David J. Romano and the law firm of Romano Law Office, LC, 363 Washington Avenue, Clarksburg, WV 26301; (2) David E. Goddard and the law firm of Goddard Law, 7 Chenoweth Dr., Suite C, Bridgeport, WV 26330; and/or (3) Richard A. Monahan and the law firm of Bordas & Bordas, PLLC, 1358 National Road, Wheeling, WV 26003. Or you can contact your own attorney, through whom you are entitled to make an appearance, should you so desire. **NEITHER CIOX NOR WVU ENTITIES’ TELEPHONE REPRESENTATIVES ARE AUTHORIZED TO VARY THE TERMS OF THIS NOTICE UNDER ANY CIRCUMSTANCES.**

VIII. CORRECT ADDRESS

If this notice was sent to you at an address that is not current, if you change your address after submitting a Claim Form, or if you would like to request that the Claims Administrator send notice of the Class Settlement to the patient directly, you should immediately send a letter to the Claims Administrator, American Legal Claim Services LLC, and provide your name, the patient’s name, your past and current addresses (or, if you are asking that the notice be sent to the patient, the last known address that you have for the patient, your zip code and telephone number, and refer to the name of the Actions.

IX. EXAMINATION OF PAPERS

This notice provides only a summary of the case and basic terms of the proposed Settlement. For a complete copy of the Settlement Agreement, please visit the Settlement Webpage. In order to see the complete case file you should visit the Wood County Court Clerk's office at Wood County Judicial Office, 2 Government Square, Ste. 133, Parkersburg, WV 26102. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

Dated: _____, 2026

Issued at the Direction of:
