

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

HOKKY TJAHHONO and MILES BLACK,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

WESTINGHOUSE AIR BRAKE  
TECHNOLOGIES CORPORATION, d/b/a  
WABTEC CORPORATION,

Defendant.

Case No. 2:23-cv-531-WSS

**SETTLEMENT AGREEMENT**

This Settlement Agreement,<sup>1</sup> dated as of the Signing Date, is made and entered into by and among the following Parties: Plaintiffs Hokky Tjahjono and Miles Black, individually and on behalf of the Settlement Class, and Defendant Westinghouse Air Brake Technologies Corporation d/b/a Wabtec Corporation, by and through their respective counsel of record. This Settlement Agreement is subject to Court approval and is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

Plaintiffs allege in the above-captioned case that on or around March 15, 2022, unauthorized actors introduced malware onto Defendant's systems and thereafter accessed certain information, including full names, dates of birth, non-US national ID numbers, non-US social insurance numbers or fiscal codes, passport numbers, IP addresses, Employer Identification

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<sup>1</sup> Capitalized terms used throughout this Agreement are defined in Section IV.1.

Numbers, USCIS or Alien Registration Numbers, medical records and health insurance information, photographs, gender and gender identity, salary, Social Security Numbers, financial account information, payment card information, account usernames and passwords, biometric information, race and ethnicity, criminal convictions and offenses, sexual orientation, religious beliefs, and union affiliation. On or around December 30, 2022, Defendant began sending notification letters to potentially impacted individuals, including Plaintiffs and members of the Settlement Class. Ultimately, according to Defendant's records, approximately 17,757 individuals received notice from Defendant that their Personal Information may have been potentially affected by the Cyberattack. Defendant offered all such individuals two years of free credit-monitoring and identity-theft-restoration services.

On March 27, 2023, Plaintiff Hokky Tjahjono, individually and on behalf of all others similarly situated, filed a class action complaint in the U.S. District Court for the Western District of Pennsylvania (Case No. 2:23-cv-00531-WSS). On March 29, 2023, Plaintiff Miles Black, individually and on behalf of all others similarly situated, filed a class action complaint in the U.S. District Court for the Western District of Pennsylvania (Case No. 2:23-cv-00547-WSS).

On June 26, 2023, Plaintiffs, on behalf of the Settlement Class, filed the Complaint in the U.S. District Court for the Western District of Pennsylvania under the lead case, No. 2:23-cv-531-WSS. In the Complaint, Plaintiffs asserted claims for: (i) negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) unjust enrichment; and (vi) declaratory relief. Defendant filed a Motion to Dismiss the Complaint under Rule 12(b)(6) on July 17, 2023 (ECF Nos. 23, 24).

Thereafter, the Parties exchanged certain materials subject to Rule 408. The Parties conducted mediation before Bruce A. Friedman, Esq. of JAMS on November 20, 2023. Although some progress was made toward resolution at that initial mediation, the Parties did not reach a resolution.

On March 26, 2024, the Court granted in part and denied in part Defendant's Motion to Dismiss, dismissing Plaintiffs' claims for injunctive and declaratory relief and negligence per se, but permitting the remainder of the claims to proceed (ECF No. 39). Defendant answered the Amended Complaint on April 9, 2024 (ECF No. 40), and filed a Motion to Dismiss under Rule 12(b)(1) on April 25 (ECF No. 42). At the Rule 16 Conference on May 15, 2024, the Court deferred merits discovery and granted the Parties limited jurisdictional discovery (ECF Nos. 48, 49). The Court also inquired with the Parties about opportunities for alternative dispute resolution, consistent with the Court's Local Rules and practices. The Parties then initiated limited discovery and also resumed negotiations regarding a potential resolution of the Litigation, and conducted a supplemental mediation with Bruce A. Friedman, Esq. of JAMS on June 7, 2024. At that supplemental mediation, with the assistance of Mr. Friedman, the Parties succeeded in reaching an agreement in principle to resolve the Litigation on a classwide basis.

The agreed-upon terms of the Parties' settlement (and additional reasonable terms agreed to by the Parties) are memorialized in this Settlement Agreement, which was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the inherent risks in the Litigation, and with the active involvement of the Parties.

## **II. CLAIMS AND BENEFITS OF SETTLING**

Plaintiffs believe the claims asserted in the Litigation have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to litigate this action against Defendant through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel, in consultation with Plaintiffs, have determined that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

### **III. DENIAL OF ALLEGATIONS OF WRONGDOING AND LIABILITY**

Defendant denies any and all allegations of wrongdoing, liability, and inadequate security with respect to Plaintiffs, other Releasing Persons, or any other Person, and disclaims all liability relating to and arising out of the Litigation and the Cyberattack. Defendant enters this Settlement Agreement solely to avoid further expense, inconvenience, and burden. Defendant denies that any Person has any right or claim whatsoever against Defendant arising from the Cyberattack beyond those expressly set forth and released in this Settlement Agreement. Defendant also denies the suitability of the Litigation for litigation or certification as a class action other than for purposes of settlement as set forth herein.

Nonetheless, without waiver and while reserving all rights, Defendant has considered the uncertainty and risks inherent in any litigation and concluded that contesting the Litigation further could be protracted and expensive, so it is desirable and beneficial that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is for settlement purposes only. Neither this Settlement Agreement, nor any steps taken to carry out the terms herein, nor the fact of settlement or any settlement negotiations, are intended to be, nor may be deemed or construed to be, an admission or concession of liability, of the validity of any claim or defense, or of any point of fact or law on the part of any Party, nor may be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing, fault, violation of law, or liability of any kind by Defendant, in any proceeding whatsoever.

### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Defendant that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to

the Parties and the Settlement Class Members, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

**1. Definitions**

As used in this Settlement Agreement and in the attached exhibits, the following terms shall have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Attorneys’ Fees and Expenses Award” means the amount awarded by the Court to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of Class Counsel’s claim or request for payment of attorneys’ fees, costs, disbursements, and compensation in the Litigation.

1.3 “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*, to be served upon the appropriate state official in each state where a member of the Settlement Class resides and the appropriate federal official. The CAFA Notice shall be prepared and issued by the Settlement Administrator, and all costs related to preparation and issuance of the CAFA Notice will be paid solely from the Settlement Fund.

1.4 “Class Counsel” means Jamisen A. Etzel of Lynch Carpenter LLP, and Marc E. Dann of DannLaw.

1.5 “Class Member Information” means the name, last known postal address, and email address (if known) of each member of the Settlement Class that Defendant has already compiled in its existing notice list.

1.6 “Class Representatives” or “Plaintiffs” means Hokky Tjahjono and Miles Black.

1.7 “Complaint” or “FAC” means the First Amended Class Action Complaint filed at ECF No. 13 in the Litigation.

1.8 “Costs of Settlement Administration” means all actual costs associated with or

arising from Settlement Administration, the Notice Program, the administration of opt-outs, and the administration of objections. All Costs of Settlement Administration shall be paid solely from the Settlement Fund.

1.9 “Court” means the United States District Court for the Western District of Pennsylvania, Honorable William S. Stickman presiding.

1.10 “Cyberattack” means the data security incident, beginning on or around March 15, 2022, during which unauthorized actors introduced malware onto Defendant’s systems and actually or potentially accessed various information, including without limitation Personal Information, as well as all past, present, and future facts, allegations, acts, omissions, transactions, and occurrences arising from or relating to any aspect of such incident at any time in the past, present, or future; such facts, allegations, acts, omissions, transactions, and occurrences include, but are not limited to, those arising from or relating to: (i) any and all allegations, assertions, arguments, and contentions of fact made at any point in the Litigation; (ii) Defendant’s actual and potential collection, creation, storage, and maintenance of information, including without limitation Personal Information, as well as the security of such information, before, during, and after such incident; (iii) the response, investigation, and remediation arising from or relating to such incident by any Person; and (iv) Defendant’s provision of notice to any Person arising from or relating to such incident.

1.11 “Defendant” or “Wabtec” means Westinghouse Air Brake Technologies Corporation d/b/a Wabtec Corporation, and its past, present, and future parents, subsidiaries, affiliates, associated entities, foundations, divisions, partners, partnerships, joint ventures, and departments, of any nature whatsoever, whether direct or indirect; each such entity’s respective past, present, and future directors, officers, trustees, fiduciaries, board members, agents, advisors, representatives, servants, attorneys, employees, contractors, subrogees, insurers, and reinsurers; and the predecessors, predecessors-in-interest, successors, successors-in-interest, heirs, executors,

administrators, devisees, and assigns of each of the foregoing.

1.12 “Effective Date” shall have the meaning specified in Section IV.9.1.

1.13 “Final Approval Hearing” shall have the meaning specified in Section IV.3.5.

1.14 “Final Judgment Order” means the order of the Court, substantially in the form attached hereto as **Exhibit 4**, that approves this Settlement Agreement, provides for the release of the Released Claims, makes such other final rulings as are contemplated by this Settlement Agreement, and orders final judgment of all claims in the Litigation. The Final Judgment Order may or may not include approving payment of any Service Awards and Class Counsel’s Attorneys’ Fees and Expenses Award. The Parties’ proposed form of Final Judgment Order is attached to this Settlement Agreement as **Exhibit 4**.

1.15 “Litigation” means the litigation first filed in the U.S. District Court for the Western District of Pennsylvania, as *Hokky Tjahjono v. Westinghouse Air Brake Technologies Corporation d/b/a Wabtec Corporation*, Case No. 2:23-cv-00531-WSS, including all actions, such as consolidated into or with that action.

1.16 “Long Notice” means the long form notice of settlement to be posted on the Settlement Website, substantially in the form of **Exhibit 2** to this Settlement Agreement.

1.17 “Notice Program” means the plan described in Section IV.3 for disseminating notice to members of the Settlement Class of the terms of this Settlement Agreement and the Final Judgment Order.

1.18 The “Notices” means the Long Notice (**Exhibit 2**) and the Short Notice (**Exhibit 1**).

1.19 The “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.20 “Objection Date” means the date by which Settlement Class Members’ objections to the settlement must be postmarked by mailing them to the Court for that objection to be timely. The objector or his or her counsel may also file, no later than the Objection Date, the written

objection with the Court through the Court's ECF system. The Objection Date shall be set by the Court in the Preliminary Approval Order. The Parties propose an Objection Date that is sixty (60) days after the Notice Commencement Date.

1.21 "Opt-Out(s)" means all Persons who submit valid and timely notices of their intent to opt out of the Settlement Class and not be a Settlement Class Member, as described in Section IV.4.

1.22 "Opt-Out Date" means the date by which requests by members of the Settlement Class for exclusion from the Settlement Class must be postmarked by mailing them to the Settlement Administrator for such requests to be effective. The Opt-Out Date shall be set by the Court in the Preliminary Approval Order. The Parties propose an Opt-Out Date that is sixty (60) days after the Notice Commencement Date.

1.23 "Opt-Out List" means the list created by the Settlement Administrator including all timely and valid requests for exclusion, as described in Section IV.9.3.

1.24 "Parties" means Plaintiffs and Defendant.

1.25 "Person(s)" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.26 "Personal Information" means such information related to an individual that, if compromised, would require that such individual receive notice under the applicable law of the relevant jurisdiction.

1.27 "Plaintiffs" means Hokky Tjahjono and Miles Black.

1.28 "Preliminary Approval Order" means the Court's order, substantially in the form attached here to as **Exhibit 3**, preliminarily approving this Settlement Agreement and ordering



that notice be provided to the Settlement Class. The Parties' proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit 3**.

1.29 "Released Claim(s)" shall mean any and all past, present, and future claims (including Unknown Claims), administrative claims, actual and potential causes of action, demands, damages, debts, liabilities of any nature, remedies, proceedings, actions, suits, allegations, decrees, judgments, duties, obligations, losses, rights, matters, issues, assertions of wrongdoing, any demand for injunctive relief or any other type of equitable or legal relief, and controversies of any kind, whether class, individual, or otherwise in nature, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, whether known or unknown, suspected or unsuspected, asserted or unasserted, discovered or undiscovered, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, concealed, or hidden, and any other form of legal or equitable relief that was asserted at any time before the Effective Date, could have been asserted at any point before the Effective Date, or could be asserted at any point on or after the Effective Date by any Releasing Person with respect to any Released Person arising out of or relating to the Cyberattack, including without limitation all such claims that arise out of or relate to any of the facts, acts, omissions, transactions, and occurrences that have been alleged or could have been alleged in the Litigation in relation to any Released Person. Released Claims shall not include the right of any Releasing Person or any Released Person to enforce the terms of this Settlement Agreement, and shall not include the claims of individuals who have timely and validly opted out of the Settlement Class pursuant to Section IV.4.1.

1.30 "Released Person(s)" means Defendant and its past, present, and future parents, subsidiaries, affiliates, associated entities, foundations, divisions, partners, partnerships, joint ventures, and departments, of any nature whatsoever, whether direct or indirect; each such entity's

past, present, and future directors, officers, trustees, fiduciaries, board members, agents, advisors, representatives, servants, attorneys, employees, contractors, subrogees, insurers, and reinsurers; and the predecessors, predecessors-in-interest, successors, successors-in-interest, heirs, executors, administrators, devisees, and assigns of each of the foregoing.

1.31 “Releasing Person(s)” means each and every Settlement Class Member, including without limitation the Plaintiffs, as well as each and every Settlement Class Member’s respective heirs, beneficiaries, devisees, transferees, legatees, executors, administrators, trustees, conservators, guardians, administrators, estates, representatives, agents, predecessors, predecessors-in-interest, successors, successors-in-interest, and assigns.

1.32 “Service Awards” shall have the meaning specified in Section IV.7.2.

1.33 “Settlement” means the settlement set forth in this Settlement Agreement.

1.34 “Settlement Administration” means the distribution of notice, and processing and distribution of payments to Settlement Class Members by the Settlement Administrator.

1.35 “Settlement Administrator” means Verita Global (f/k/a KCC) (“Verita”), a company experienced in administering class action settlement payments generally and specifically those of the type provided for and made in data-breach litigation.

1.36 “Settlement Class” means all Persons residing within the United States whose Personal Information was potentially compromised in the Cyberattack. The Settlement Class shall not include the judge to whom the Litigation is assigned and any member of the judge’s staffs or immediate family members, and any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Cyberattack or who pleads *nolo contendere* to any such charge.

1.37 “Settlement Class Member(s)” means all Persons within the defined Settlement Class who do not timely and validly opt out of the Settlement Class pursuant to Section IV.4.1.

1.38 “Settlement Fund” means an amount equal to Six Hundred Twenty-Five Thousand

Dollars (\$625,000), which shall be used to pay for: (i) cash payments to Settlement Class Members as provided in Section IV.2; (ii) Costs of Settlement Administration; (iii) any Service Awards approved by the Court; (iv) any Attorneys' Fees and Expenses Award approved by the Court; and (v) the CAFA Notice.

1.39 "Settlement Payment" means the payment made by Defendant to establish the Settlement Fund, as described in Section IV.2.1.

1.40 "Settlement Website" shall have the meaning specified in Section IV.3.3(c).

1.41 "Short Notice" means the short notice of the proposed class action settlement, substantially in the form of **Exhibit 1** to this Settlement Agreement, sent via email to members of the Settlement Class for whom Defendant possess email addresses, and via single postcard to members of the Settlement Class for whom Defendant possesses postal addresses. The Short Notice will direct recipients to the Settlement Website where recipients may view the Long Notice. The Short Notice will also inform the Settlement Class, *inter alia*, of the Opt-Out Date and Objection Date.

1.42 "Short Notice Completion Date" means forty-five (45) days after the entry of the Preliminary Approval Order.

1.43 "Signing Date" means the date of the final Party signature to this Agreement.

1.44 "United States" means the District of Columbia and all United States and territories.

1.45 "Unknown Claim(s)" means any Released Claim that any Releasing Person does not know or suspect to exist at the time of the release of the Released Persons that, if known by the Releasing Person, might have affected his or her settlement with, and release of, the Released Persons, or might have affected the Releasing Person's decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Releasing Persons intend to and shall be deemed to have, and by operation of the Final Judgment Order shall have, released any and all Released

Claims, including Unknown Claims, as set forth in Section IV.6.

1.46 “USPS” means the United States Postal Service.

1.47 All time periods herein stated in terms of “days” shall be in calendar days unless otherwise expressly stated.

**2. Settlement Benefits**

2.1 In consideration for the releases contained in this Settlement Agreement, including without limitation as set forth in Section IV.6, without waiver and in complete reservation of all rights, within fifteen (15) days after the Effective Date, Defendant will establish the Settlement Fund by causing the Settlement Payment of \$625,000 to be advanced to the Settlement Administrator, less any amounts caused by Defendant to be paid to the Settlement Administrator for Costs of Settlement Administration prior to the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Final Judgment Order. Except as otherwise expressly set forth in this Settlement Agreement, the Settlement Payment shall be Defendant’s sole payment obligation with respect to the Settlement. In no event shall Defendant have any obligation whatsoever to make any payment, distribution, or contribution, or incur any cost, expense, or liability, related to the settlement, Settlement Administration, or any other aspect of this Settlement Agreement, or to Plaintiffs, the Settlement Class, Class Counsel, or the Settlement Administrator, in excess of the Settlement Payment.

2.2 Any Costs of Settlement Administration that are required to be paid prior to the Effective Date will be caused to be paid directly by Defendant. The total amount paid for Costs of Settlement Administration prior to the Effective Date shall be treated as if paid from the Settlement Fund and shall reduce the amount that Defendant will cause to be paid into the Settlement Fund after the Effective Date. Any Costs of Settlement Administration that are owed after the funding of the Settlement Fund pursuant to Section IV.2.1 shall be paid directly from the

Settlement Fund.

2.3 The Settlement Administrator shall distribute the remaining funds in the Settlement Fund equally per capita to each Settlement Class Member after the payment of any Attorneys' Fees and Expenses Award, any Service Awards, the Costs of Settlement Administration, and the CAFA Notice. All such per-capita payments shall be made within forty-five (45) days after the Effective Date. If such payments are distributed via mailed checks, all such checks shall be void one hundred eighty (180) days after issuance and shall bear the language: "This check must be cashed within one hundred eighty (180) days, after which time it is void." If a check becomes void, requests for re-issuance need not be honored by the Settlement Administrator. If any amount remains in the Settlement Fund after all issued checks have become void, the Parties will instruct the Settlement Administrator to make a second distribution of those funds in equal amounts to all Settlement Class Members who redeemed or cashed their initial payments. If, however, the residual amount in the Settlement Fund is insufficient to permit a second payment amount of at least \$5 to all such Settlement Class Members, then the Parties shall instruct the Settlement Administrator to make a *cypres* payment by donating all remaining funds to the Carnegie Science Center.

2.4 The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Settlement is not approved by the Court, or if this Settlement Agreement is terminated or canceled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. For the avoidance of doubt, by agreeing to the certification of the Settlement

Class, and by taking other steps to negotiate, execute, and implement this Settlement Agreement, Defendant does not admit, concede, or waive any right or claim it may have to request or require arbitration of any claim or to enforce any arbitration agreement or class-action waiver in relation to any Person, including without limitation Settlement Class Members; such rights and claims include, in Defendant's sole discretion, without limitation: (a) to enforce arbitration and class-action waiver with respect to any of the Released Claims if this Settlement Agreement is not approved by the Court, if the Effective Date does not occur for any reason, or if this Settlement Agreement is terminated or cancelled; (b) to enforce arbitration and class-action waiver with respect to any Person who timely and validly opts out of this Settlement Agreement pursuant to Section IV.4.1; and (c) to enforce arbitration and class-action waiver with respect to any other dispute, claim, or proceeding.

**3. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing**

3.1 As soon as practicable after the Signing Date, Class Counsel shall submit this Settlement Agreement to the Court as part of a motion for preliminary approval of the Settlement with the Court, requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit 3**, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to Section IV.2.3;
- b) preliminary approval of this Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as settlement class counsel;
- d) appointment of Plaintiffs as class representatives;
- e) approval of the Short Notice to be emailed or mailed to members of the Settlement Class in a form substantially similar to the one attached as **Exhibit 1** to this Settlement Agreement;

- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit 2** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the Settlement and notice of Settlement are legitimate and that the Settlement Class are entitled to benefits under the Settlement, the general terms of the Settlement, instructions for how to object to or opt-out of the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- g) appointment of Verita as the Settlement Administrator.

3.2 The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of notice.

3.3 The Settlement Fund shall be used to pay for notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with all other Costs of Settlement Administration. Any Attorneys' Fees and Expenses Award to Class Counsel, and any Service Awards to the Class Representatives, as approved by the Court, shall be paid solely from the Settlement Fund as set forth in Section IV.7 below. Notice shall be provided to the Settlement Class by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than five (5) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Member Information.
- b) The Class Member Information shall be deemed confidential and used by the Settlement Administrator solely for the purpose of performing its obligations

pursuant to this Agreement and shall not be used for any other purpose at any time. The Class Member Information will be stored securely at all times by the Settlement Administrator. Except to administer the Settlement as provided in this Settlement Agreement or upon a joint written request, the Settlement Administrator shall not reproduce, copy, store, share, or distribute in any form, electronic or otherwise, the Class Member Information, including without limitation to Class Counsel. The Settlement Administrator shall delete all information associated with the Litigation, including the Class Member Information, when it no longer has a legal requirement to retain such data.

- c) *Settlement Website:* Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website, at a URL agreed to by the Parties, that will inform members of the Settlement Class of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Preliminary Approval Order; (iii) this Agreement; (iv) the Complaint; and (v) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall be activated by the Notice Commencement Date and shall remain active, maintained, and updated by the Settlement Administrator until one hundred eighty (180) days after the Effective Date.
- d) *Short Notice:* By the Notice Commencement Date, the Settlement Administrator will begin providing the Short Notice to the Settlement Class, which provision shall be substantially completed by the Short Notice Completion Date. Subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide the Short Notice to the Settlement Class



as follows:

- i) Via email to those members of the Settlement Class for whom Defendant has already compiled email addresses on its existing notice list (if any);
- ii) Via mail to the postal address in Defendant's possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of members of the Settlement Class through the USPS National Change of Address database to update any change of address on file with the USPS;
- iii) In the event that a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall resend the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- iv) In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular member of the Settlement Class in question and, if such an address is ascertained, the Settlement Administrator will resend the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- e) On or before the Notice Commencement Date, the Settlement Administrator shall publish a notice substantially in the form of the Short Notice in a general publication that reaches the entire United States, such as PR Newswire;
- f) On or before the Notice Commencement Date, the Settlement Administrator shall establish a toll-free help line with a live operator to provide members of the Settlement Class with additional information about the settlement, including copies of the Long Notice, as well as this Settlement Agreement, upon request; and
- g) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and the Settlement Administrator shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

3.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator in consultation and agreement with the Parties as may be reasonable and not inconsistent with such approval. The Notice Program shall commence by the Notice Commencement Date.

3.5 The Parties through their respective counsel shall request that the Court hold a hearing no fewer than one hundred twenty (120) days after the Preliminary Approval Order and grant final approval of the Settlement. Class Counsel shall file a Motion for Final Approval at least ten (10) days before the Final Approval Hearing (or at such other time as ordered by the Court).

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign (with a physical signature) and timely submit a written notice to the Settlement Administrator of such intent by (a) mailing it with a postmark by the Opt-Out Date to a designated Post Office box established by the Settlement Administrator, or (b) emailing it to the Settlement Administrator using the email address provided on the Settlement Website. To be effective, the written opt-out

notice must include the following: (a) the requestor's full name, postal address, and email address; (b) the requestor's physical signature; (c) the name and number of this Litigation, *Hokky Tjahjono v. Westinghouse Air Brake Technologies Corporation d/b/a Wabtec Corporation*, Case No. 2:23-cv-00531-WSS; and (d) a statement that clearly manifests his or her wish to be excluded from the Settlement Class for purposes of this Settlement. To be effective, written notice must be postmarked or emailed no later than the Opt-Out Date. Opt-Outs must be on an individual basis, and no Person may opt-out any other individual.

4.2 Opt-Outs shall not be entitled to, nor shall they receive, any benefits provided to Settlement Class Members as set forth herein, nor shall they be bound by the terms of this Settlement Agreement. All Persons otherwise falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Section IV.4.1 shall be bound by the terms of this Settlement Agreement and Final Judgment Order entered thereon.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to this Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (a) the objector's full name, postal address, and email address; (b) the case name and number, *Hokky Tjahjono v. Westinghouse Air Brake Technologies Corporation d/b/a Wabtec Corporation*, Case No. 2:23-cv-00531-WSS; (c) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of the objector's settlement notice, copy of original notice of the Cyberattack, or a statement explaining why the objector believes he or she is a Settlement Class Member); (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (e) the identity of any and all counsel representing the objector in connection with the objection; (f) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (g) the objector's signature or the signature of the objector's duly

authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be submitted to the Court either by filing it electronically or in person at any location of the United States District Court for the Western District of Pennsylvania, or by mailing it to the Deputy Clerk, Elizabeth Abbott, United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. U.S. Courthouse, 700 Grant Street Pittsburgh, PA 15219, and mailing it to Class Counsel and Defendant's counsel with a postmark or filing date no later than the Objection Date.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in Section IV.5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to this Settlement Agreement, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to this Settlement Agreement shall be through the provisions of Section IV.5.1. Without limiting the foregoing, any challenge to this Settlement Agreement or the Final Judgment Order approving this Settlement Agreement shall be pursuant to appeal under the Federal Rules of Civil Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Agreement, each Releasing Person shall be deemed to have, and by operation of the Final Judgment Order shall have, fully, finally, and forever waived, acquitted, released, relinquished, and discharged all Released Persons from all Released Claims, including, without limitation, Unknown Claims, to the fullest extent permitted by law. Further, upon the Effective Date, and to the fullest extent permitted by law, each Releasing Person shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any

other capacity whatsoever, be permanently barred and forever enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Agreement, each Releasing Person shall be deemed to have, and by operation of the Final Judgment Order shall have covenanted and agreed that they shall not, at any point on or after the Effective Date, sue or otherwise seek to assert or establish any claim or liability of any kind whatsoever against any of the Released Persons based, in whole or in part, upon any of the Released Claims.

6.3 Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Agreement, each Releasing Person shall be deemed to have, and by operation of the Final Judgment Order shall have expressly acknowledged and agreed (i) it is possible that other injuries, damages, losses, consequences, or results arising from or relating to the Cyberattack are not currently known by Releasing Persons and may arise, develop, exist, or be discovered in the future; and (ii) the Released Claims are expressly intended to and do cover and include without limitation all such future injuries, damages, losses, consequences, and results.

6.4 Upon the Effective Date, and in consideration of the good and valuable consideration set forth in this Agreement, each and every Releasing Person shall be deemed to have, and by operation of the Final Judgment Order shall have, expressly, knowingly, and intentionally waived, released, relinquished, and discharged, to the fullest extent permitted by law, any and all provisions, rights, benefits, and protections conferred by Cal. Civ. Code § 1542 and any statute, principle of common law, or enactment in any jurisdiction that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Releasing Persons acknowledge that they may discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true, and Releasing Persons further acknowledge the possibility that they will later discover Unknown Claims arising out of or related to the Cyberattack. Nevertheless, Releasing Persons intend for the releases set forth in this Agreement to be binding and extend to all Released Claims, including without limitation Unknown Claims. The Parties acknowledge, and Releasing Persons shall be deemed by operation of the Final Judgment Order to have acknowledged, that the provisions of this Section and the inclusion of “Unknown Claims” in the definition of Released Claims were separately bargained for and are material elements of the settlement and this Settlement Agreement.

**7. Class Counsel’s Attorneys’ Fees, Costs, and Expenses; Service Awards to Class Representatives**

7.1 Within forty-five (45) days after the Notice Commencement Date, Class Counsel will move the Court for an award of their reasonable attorneys’ fees incurred in the Litigation in an amount not to exceed thirty-three and one-third percent (33.33%) of the Settlement Fund, and reimbursement of documented costs and expenses of an amount not to exceed \$10,000.00. The amount of the Attorneys’ Fees and Expenses Award shall ultimately be determined by the Court. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys’ fees, costs, and expenses awarded by the Court among Class Counsel.

7.2 Subject to Court approval, Class Counsel will move the Court for Service Awards to the Class Representatives of up to \$5,000 each. The amount of the Service Awards shall ultimately be determined by the Court.

7.3 It is not a condition of this Settlement Agreement that any particular amount of

attorneys' fees, costs, or expenses or Service Awards be approved by the Court, or that such fees, costs, expenses, or awards be approved at all. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, or expenses or Service Awards, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Settlement Agreement, in whole or in part, or affect or delay the finality of the Final Judgment Order and final judgment of all claims in the Litigation. Defendant reserves the right to object to and oppose any requested Attorneys' Fees and Expenses Award or any Service Award.

7.4 If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any Attorneys' Fees and Expenses Award and any Service Awards for the Class Representatives, as set forth in Sections IV.7.1 and IV.7.2 in the amounts awarded by the Court within thirty (30) days after the Effective Date. Payment will be made to Lynch Carpenter, LLP, attn: Jamisen A. Etzel, at 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among themselves and the Service Awards to Plaintiffs consistent with Sections IV.7.1 and IV.7.2.

## **8. Administration of Settlement**

8.1 The Settlement Administrator shall provide Class Counsel and Defendant's counsel reports of all distributions and payments from the Settlement Fund upon request. Class Counsel and Defendant's counsel shall have the right to obtain and review further supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.2 No Person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, the Class Representatives, and/or Defendant's counsel based on any distribution or payment from the Settlement Fund.

8.3 Within ten (10) days following the Court's entry of the Preliminary Approval Order and pursuant thereto, the Settlement Administrator on behalf of the Defendant shall cause a CAFA Notice to be served upon the appropriate State and Federal officials. All expenses incurred

in connection with the preparation and service of the CAFA Notice shall be paid from the Settlement Fund.

8.4 The Settlement Payment provided by Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved “qualified settlement fund” pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account insured by the Federal Deposit Insurance Corporation at a financial institution approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process.

**9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1 The Effective Date shall mean one (1) business day after the occurrence of all of the following events: (i) the Settlement pursuant to this Settlement Agreement is finally approved by the Court; and (ii) the time to appeal or seek permission to appeal from the Final Judgment Order and Judgment has expired or, if appealed, any appeal has been dismissed in its entirety, or the Final Judgment Order has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Attorneys’ Fees and Expense Award or Service Awards made in this case shall not affect the calculation of the Effective Date.

9.2 If the Court does not approve this Settlement Agreement or the Effective Date does not occur for any reason, this Settlement Agreement shall be canceled and terminated subject to Section IV.9.5 unless Class Counsel and Defendant’s counsel mutually agree in writing to proceed with this Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant’s counsel the Opt-Out List, including a complete list of



all timely and valid requests for exclusion.

9.4 This Settlement Agreement may be terminated and canceled at the sole and exclusive discretion of Defendant if a certain number of individuals within the Settlement Class, previously agreed to in a Confidential Class Action Settlement Term Sheet between the Parties and their counsel, timely and validly opt out of the Settlement Class pursuant to Section IV.4.1, on the ground that such exclusion would frustrate the essential purpose of this Agreement. Defendant may exercise its right to terminate this Settlement Agreement under this paragraph by providing written notification to Class Counsel of its election within five (5) business days after the Settlement Administrator has delivered the Opt-Out List to the Parties.

9.5 Subject to Section IV.9.2, in the event that this Settlement Agreement or the releases set forth herein are not approved by the Court, the Effective Date does not occur for any reason, or the Settlement is terminated in accordance with its terms, (a) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel, and (b) the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of the Attorneys' Fees and Expenses Award and/or the Service Awards shall constitute grounds for cancellation or termination of this Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, in the event this Agreement is cancelled or terminated after the Settlement Fund is established, the Settlement Fund shall be used to pay any Costs of Settlement Administration that have already been incurred by the Settlement Administrator, and the remaining Settlement Fund shall be paid

back to Defendant or its insurer, as the case may be.

## **10. Miscellaneous Provisions**

10.1 The Parties (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement, as permitted and in accordance with applicable law.

10.2 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties, and reflects a Settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum (other than in the Litigation itself) that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither this Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Persons may file this Settlement Agreement and/or the Final Judgment Order in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of

*res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.5 The recitals in Sections I, II, and III, and all exhibits to this Settlement Agreement are a material part of the Settlement and are incorporated and made a part of this Agreement.

10.6 Except as otherwise expressly set forth herein, this Settlement Agreement, including all exhibits hereto, contains the entire understanding between the Parties regarding settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Parties related to settlement of the Litigation. Aside from the express provisions of this Agreement, the Parties each acknowledge that they have not relied upon any representation or statement made by any other Party or Person with respect to the subject matter, basis, and effect of this Agreement.

10.7 The Parties agree that this is a compromise of disputed claims and neither party is a prevailing party. The Parties agree that they will not assert or claim to be a prevailing party in the Litigation. The Parties shall each be responsible for their own attorney's fees and costs, except as specified in this Agreement.

10.8 Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.9 Each counsel or other Person executing this Settlement Agreement on behalf of any Party hereto hereby warrants that such Person has the full authority to do so.

10.10 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.11 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of this Agreement and shall retain jurisdiction for the purpose of enforcing all terms of this Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

10.13 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,” and “him” means “him, her, them, or it.”

10.14 This Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Pennsylvania, and the rights and obligations of the Parties to this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the Commonwealth of Pennsylvania.

10.15 All dollar amounts are in United States dollars (USD).

10.16 All agreements made and orders entered during the course of the Litigation relating

to the confidentiality of information shall survive this Settlement Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of Federal Rule of Evidence 408. The Parties and their counsel further agree that they shall not use any of the documents and information provided to them during the course of the Litigation for any purpose other than accomplishing the terms and conditions of this Settlement Agreement.

10.17 Defendant shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Agreement. Class Counsel agree to hold Defendant harmless from any claim regarding the division of any award of attorneys' fees and expenses to Class Counsel, and any claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees or expense awarded to Class Counsel in this lawsuit.

10.18 Except as required by law or any other disclosure obligations, or as provided herein, the Parties, and the Parties' counsel, shall not issue, publish, or cause to be issued or published any press releases, make any postings on social media, or contact any media outlet about the Litigation or the settlement; however, Defendant may respond to relevant posts on Defendant's website or social media sites, and a Party or the Party's counsel may also respond to any press inquiry about the Litigation or the Settlement with a responsive statement approved in advance by the opposing Party or the opposing Party's counsel. Counsel for the Parties may identify this case, its nature, and the fact that it settled on their personal or firm resumes and on their websites.

10.19 The attached Appendix A compiles the material dates and deadlines established by this Agreement. Appendix A is provided for convenience and should not be interpreted to alter the substance of this Agreement in any way.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Settlement Agreement by the duly authorized representatives set forth below.

**Class Counsel**

By: \_\_\_\_\_

Gary F. Lynch  
gary@lcllp.com  
Jamisen A. Etzel  
jamisen@lcllp.com  
Nicholas A. Colella  
nickc@lcllp.com  
**LYNCH CARPENTER LLP**  
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By: \_\_\_\_\_

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**DANNLAW**  
15000 Madison Ave.  
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Telephone: (216) 373-0539

**Plaintiffs/Class Representatives**

By: \_\_\_\_\_  
Hokky Tjahjono

By: \_\_\_\_\_  
Miles Black

**Counsel for Defendant**

By: \_\_\_\_\_

Rebekah B. Kcehowski  
rbkcehowski@jonesday.com  
Connor J. Baer  
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JONES DAY  
500 Grant St., Suite 4500  
Pittsburgh, PA 15219  
Telephone: (412) 391-3939

**Defendant Westinghouse Air Brake Technologies Corporation, d/b/a Wabtec Corporation**

By: \_\_\_\_\_

## APPENDIX A

### SETTLEMENT TIMELINE

<b><u>From Order Granting Preliminary Approval</u></b>	
Defendant provides Class Member Information to Settlement Administrator	+5 days
Settlement Administrator sends CAFA Notice	+10 days
Notice Commencement Date, including activation of the Settlement Website	+30 days
Short Notice Completion Date	+45 days
Class Counsel's Motion for Attorneys' Fees and Reimbursement of Litigation Expenses	+75 days
Objection Date	+90 days
Opt-Out Date	+90 days
Settlement Administrator provides Opt-Out List to Parties	+97 days (i.e., within 7 days after the Opt-Out Date)
Deadline for Defendant to terminate this Settlement Agreement based on number of Opt-Outs	+97 days and 5 business days (i.e., within 5 business days after Settlement Administrator provides the Opt-Out List)
Motion for Final Approval	At least 10 days before Final Approval Hearing
<b><u>Final Approval Hearing</u></b>	+120 days
<b><u>From Order Granting Final Approval</u></b>	
Effective Date	+30 days and 1 business day, assuming no appeals
<b><u>From Effective Date</u></b>	
Defendant causes Settlement Payment to be paid to Settlement Administrator to establish Settlement Fund	+15 days
Payment of Attorneys' Fees and Expenses and Class Representative Service Awards	+30 days
Payments to Settlement Class Members from Settlement Fund	+45 days
Settlement Website deactivated by Settlement Administrator	+180 days