

Exhibit B

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

REBECCA RICHARDS, HAROLD
HENDERSON, STACY PETRILLO, and
STANLEY WILLIAMSON, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

HEALTHCARE SERVICES GROUP,
INC.,

Defendant.

Case No. 2:25-cv-04908-JDW

CLASS ACTION

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

The Court, having considered all matters submitted to it at the preliminary approval hearing and otherwise, and finding no just reason for delay in entry of this Preliminary Approval Order,¹ and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") as **Exhibit 1** is incorporated fully herein by reference.

¹ Unless otherwise indicated or defined separately herein, all capitalized terms share the same definitions as those terms are defined in the Settlement Agreement (SA, Section II, Definitions).

2. The Court has jurisdiction over the claims at issue in this lawsuit, Plaintiffs Rebecca Richards, Harold Henderson, Stacy Petrillo, and Stanley Williamson, individually and on behalf of all others similarly situated, and Defendant Healthcare Services Group, Inc.

3. This Order is based on Fed. R. Civ. P. 23.

4. The Court finds that the Parties' Settlement is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and Notice of the Settlement should be provided to the Settlement Class.

PROCEDURAL HISTORY

5. This case arises from a Data Incident experienced by HCSG between September 27, 2024, and October 3, 2024, during which an unauthorized third-party potentially gained access to HCSG's computer systems.

6. Beginning in August of 2025, numerous putative class actions were filed in this Court on behalf of persons whose information was compromised as part of the Data Incident. The Plaintiffs in these cases allege, *inter alia*, that HCSG failed to take reasonable measures to safeguard the sensitive data entrusted to it. The Court entered an order on October 21, 2025, consolidating the related actions (ECF No. 17), and, following contested leadership proceedings, the Court appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, Benjamin F. Johns of Shub Johns & Holbrook LLP, and Charles Schaffer of Levin Sedran & Berman LLP, as interim co-lead counsel pursuant to Fed. R. Civ. P. 23(g). ECF No. 24.

7. Plaintiffs filed the operative Consolidated Class Action Complaint ("Complaint") on December 19, 2025. ECF No. 25. The Complaint asserts various common law and statutory causes of action relating to the alleged harms caused as a result of the Data Incident. *Id.* The Parties

agreed to attend mediation, and on January 5, 2026, and the Court approved a stipulation to stay the litigation. ECF No. 27.

8. Following all-day mediation on March 11, 2026, with mediator Bennett Picker of the law firm Stradley Ronon Stevens & Young, LLP—a highly respected data breach litigation mediator—the Parties reached a settlement in principle to resolve this litigation on a class-wide basis. Thereafter, the Parties finalized and memorialized the Settlement Agreement and the Motion for Preliminary Approval.

SETTLEMENT BENEFITS

9. The Settlement negotiated on behalf of the Class provides for a \$3,000,000 non-reversionary Settlement Fund that will be used to pay for Claims Administration Expenses and Notice costs, taxes, and any Court approved Service Awards, attorneys' fees, and litigation expenses. The remaining amount in the Net Settlement Fund will be used to pay for Valid Claims submitted by Class Members for Settlement Benefits. Settlement Class Members may submit a Claim Form for the following Settlement Benefits:

a. Documented Monetary Losses Payment: Class Members may submit a Claim Form for a Documented Monetary Losses payment, seeking up to \$5,000 per person for the reimbursement of Documented Monetary Losses supported by Reasonable Documentation. Documented Monetary Losses must be supported sufficiently to show that the claimed loss is more likely than not a result of the Data Incident. The Claims Administrator will review these claims for compliance with the requirements of the Settlement Agreement. Any claim for a Documented Monetary Losses payment that is rejected in whole, if not timely and properly cured, will be considered for a Pro Rata Cash Payment by the Claims Administrator. Class Members who submit Documented Monetary Losses payment claims that are partially approved, and not timely and

validly cured, will not be considered for Pro Rata Cash Payments unless those Class Members also separately elect that Settlement Payment, as per the terms of the Settlement Agreement.

b. Pro Rata Cash Payment: Class Members also may elect to receive a *pro rata* flat cash payment (i.e., a Pro Rata Cash Payment). The actual amount a Class Member will receive for this Settlement Payment may be more or less depending on the number of Valid Claims submitted.

c. Credit Monitoring: In addition to electing one or both of the Settlement Payment options, Class Members may claim three years of single-bureau Credit Monitoring that will provide at least the following benefits: single-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services.

10. Business Practice Enhancements: In addition to the monetary Settlement Benefits, the Parties agree that as part of the Settlement consideration and in response to the Litigation, HCSG has adopted, paid for, implemented, and will maintain certain business practice enhancements designed to further safeguard Private Information on its systems. Prior to the Final Fairness Hearing, HCSG will describe these enhancements to Class Counsel in a confidential declaration, which may be submitted to the Court for *in camera* review upon request.

11. The Settlement Fund shall be used to make payments for the following: (i) Notice and Claims Administration Expenses; (ii) attorneys' fees and litigation costs and expenses; (iii) Valid Claims for Documented Monetary Losses payments, up to \$5,000 per claimant; (iv) Valid Claims for Pro Rata Cash Payments; (v) the costs of Credit Monitoring; (vi) any Service Awards; and (vii) taxes.

12. The Settlement Fund is non-reversionary. To the extent any funds remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent

Settlement Payment shall be made on a pro rata basis to all Class Members with Valid Claims for Pro Rata Cash Payments who negotiated (i.e., cashed or deposited) their initial Settlement Payment, assuming such payment is over \$3.00. Should any amounts remain in the Net Settlement Fund, 100% of the amount remaining in the Net Settlement Fund 45 days following the check negotiation period and after all efforts to re-send returned Settlement payments have concluded, shall be given to the to the International Association of Privacy Professionals Westin Scholarship Fund.

SETTLEMENT CLASS CERTIFICATION

13. For purposes of settlement only, the Court provisionally certifies the Settlement Class, defined as follows:

All living persons in the United States who were sent a notice from HCSG regarding potential impact from the Data Incident, or otherwise determined to have potentially had their Private Information impacted by the Data Incident. The Settlement Class specifically excludes Defendant HCSG, any entity in which it has a controlling interest, and HCSG's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and Class Members who timely and validly request to be excluded from the Settlement.

14. The Court provisionally finds, pursuant Fed. R. Civ. P. 23(a) and (b), for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives' claims are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) the Court finds that the questions of law or fact common to the Class Members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

CLASS COUNSEL AND THE CLASS REPRESENTATIVES

15. Plaintiffs are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

16. The Court finds that Andrew W. Ferich of Ahdoot & Wolfson, PC, Benjamin F. Johns of Shub Johns & Holbrook LLP, and Charles Schaffer of Levin Sedran & Berman LLP are experienced and adequate counsel, were previously appointed as interim co-lead class counsel, and are provisionally designated as Class Counsel.

NOTICE TO SETTLEMENT CLASS

17. No later than 30 days after the entry of the Preliminary Approval Order (i.e., the Notice Deadline), or such other time as may be ordered by the Court, the Claims Administrator shall disseminate the Notice to the Settlement Class as follows:

- a. For any Class Member for whom an email address is reasonably available, the Claims Administrator will send the Email Notice via email;
- b. For any Class Member for whom a physical address is reasonably available, the Claims Administrator will send the Short Notice (in postcard form) by U.S. Mail, postage prepaid;
- c. In the event the Claims Administrator transmits a Notice via U.S. Mail, then the Claims Administrator shall perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address (NCOA) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals whose names are provided by HCSG;

d. For any Notice that has been mailed via U.S. Mail and returned by the Postal Service as undeliverable, the Claims Administrator shall re-mail the Short Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;

e. At the direction and discretion of the Parties, the Claims Administrator shall perform reasonable address traces for those postcard Short Notices that are returned as undeliverable. If the Parties elect re-mailing, then no later than 45 days before the original date set for the Final Fairness Hearing, the Claims Administrator shall complete the re-mailing of the Short Notice to those Class Members whose new addresses were identified as of that time through address traces. The Parties have the discretion to elect alternative means of Class Member notice in lieu of re-mailing postcard notices;

f. At the discretion of Class Counsel, and with notice to Defendant's Counsel, the Claims Administrator shall send a reminder notice to the Class Members who have not yet submitted a claim if, as of 30 days before the Claims Deadline, the claims rate is less than 3.0%; and

g. Neither the Parties nor the Claims Administrator shall have any other obligation to re-mail individual notices that have been mailed.

18. Prior to any dissemination of the Notice and prior to the Notice Deadline, the Claims Administrator shall cause the Settlement Website to be launched on the internet. The Claims Administrator shall create, maintain, and periodically update the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order, the operative Complaint, the motion for attorneys' fees, costs, and

Service Awards; and the motion for final approval, as well as the date, time, and place of the Final Fairness Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Class Members may contact the Claims Administrator directly.

19. The Long Notice, Short Notices (including the postcard Notice and Email Notice), and Claim Form, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process. The Court further finds that the form, content, and method of providing the Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Class Members of the pendency of the Litigation, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or request exclusion from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members.

20. The Notice plan set forth in the Settlement Agreement provides the best notice practicable under the circumstances, and is hereby approved.

21. The Claims Administrator is directed to carry out Notice and the Notice plan, as set forth in the Settlement Agreement.

OPT-OUT AND OBJECTIONS

22. Class Members may submit a request to opt-out or object to the Settlement within 60 days after the Notice Deadline. Any Class Member may submit a request to opt-out of the Settlement at any time prior to the Opt-Out Deadline by adhering to the requirements of the Settlement Agreement. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if he or she does not submit a Valid Claim.

23. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Any Class Member who timely requests exclusion shall not: (i) be bound by any final approval order or the judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

24. Any Class Member who wishes to object shall submit a timely written notice of his or her objection by the Objection Deadline, which is within 60 days after the Notice Deadline. For an objection to be considered by the Court, the objection must comply with all requirements set forth in the Settlement Agreement. All objections must be filed or postmarked on or before the Objection Deadline.

25. Any Class Member who does not make their objections in the manner and by the date set forth in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

26. Without limiting the foregoing, any challenge to the Settlement Agreement, this Preliminary Approval Order, and the final approval order and judgment shall be pursuant to the applicable appellate rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

27. The Class Representatives, Class Counsel, and HCSG and its counsel have created a process for assessing the validity of claims and a payment methodology to Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement

Benefits to the Settlement Class and the plan for distributing the Settlement Benefits as described in the Settlement Agreement.

28. The Court appoints Kroll as the Claims Administrator.

29. The Court directs that the Claims Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

30. Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

31. If the final approval order and judgment are entered, all Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the final approval order and judgment.

32. The Settlement Fund shall be used by the Claims Administrator to pay for: (1) Settlement Benefits to those Class Members who submit a Valid Claim; (2) any Service Awards awarded to the Class Representatives; (3) any attorneys' fees and costs/expenses awarded to Class Counsel; (4) all Notice costs and Claims Administration Expenses; and (5) applicable taxes, pursuant to the terms and conditions of the Settlement Agreement.

FINAL APPROVAL HEARING

33. A Final Fairness Hearing shall be held [no earlier than 120 days after entry of this Order] on _____, 2026 at 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-B, to be noticed on the Settlement Website.

34. The Court may require or allow the Parties and any objectors to appear at the Final Fairness Hearing either in person or by telephone or videoconference.

35. At or following the Final Fairness Hearing, the Court will determine whether to enter the final approval order and judgment, and whether to grant the motion for attorneys' fees, litigation expenses, and Service Awards. Such proposed final approval order shall, among other things: (a) determine that the Settlement is fair, adequate, and reasonable; (b) finally certify the Settlement Class for settlement purposes only; (c) determine that the Notice plan satisfies Due Process requirements; (d) bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the final approval order, bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the final approval order, and retain jurisdiction over the enforcement of the Court's injunctions; (e) release Defendant and the Released Parties from the Released Claims; and (f) reserve the Court's continuing and exclusive jurisdiction over the Parties to the Settlement Agreement, including Defendant, Plaintiffs, all Class Members, and all objectors, to administer, supervise, construe, and enforce the Agreement in accordance with its terms.

36. Class Counsel shall file a motion for attorneys' fees, litigation costs and expenses, and Service Awards no later than 14 days prior to the Objection Deadline.

37. Class Counsel shall file a motion for final approval of the Settlement no later than 14 days after the Objection Deadline.

TERMINATION

38. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement.

39. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

40. In the event the Settlement Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Claims Administrator the Claims Administration Expenses and Notice costs paid by or on behalf of Defendant. After payment of any Claims Administration Expenses that have been incurred and are due to be paid from the Settlement Fund, the Claims Administrator shall promptly return the balance of the Settlement Fund to Defendant following termination.

41. In the event of a termination, the Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the

Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

42. In the event the Settlement is terminated in accordance with the provisions of the Agreement, any discussions, offers, or negotiations associated with the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court.

43. This order shall have no continuing force or effect if final judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against HCSG of any fault, wrongdoing, breach, liability, or the certifiability of any class.

SUMMARY OF DEADLINES

44. The preliminarily approved Settlement shall be administered according to its terms pending the Final Fairness Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

Defendant shall prepare and provide the Class List to the Claims Administrator	Within 14 days after the Court enters the Preliminary Approval Order [_____, 2026]
Notice Deadline for initial Settlement Class Notice	Within 30 days after entry of the Preliminary Approval Order [_____, 2026]
Deadline to File Motion for Attorneys' Fees, Litigation Expenses, and Service Awards	At least 14 days prior to the Objection Deadline [_____, 2026]
Deadline to File Requests for Exclusion and Objections to Settlement	60 days after the Notice Deadline [_____, 2026]
Deadline to file Motion for Final Approval of Settlement	Within 14 days after the Objection Deadline [_____, 2026]

Deadline to File Claim Form (i.e., Claims Deadline)	90 days after the Notice Deadline [_____, 2026]
Final Approval Hearing date	No earlier than 120 days after entry of the Preliminary Approval Order [_____, 2026]

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 2026

HONORABLE JOSHUA D. WOLSON
UNITED STATES DISTRICT JUDGE