

**YOU MAY BE ENTITLED TO A PAYMENT OF \$650.00  
FROM A CLASS ACTION SETTLEMENT.**

**YOU HAVE BEEN IDENTIFIED AS A PERSON WHO (1) went to UPMC Presbyterian Shadyside Emergency Room for medical treatment between October 28, 2017, and February 28, 2018; (2) received a certified letter from UPMC advising that you were at risk of infection or illness; and (3) obtained a medical test from UPMC, or UPMC has the results of your medical tests.**

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

- **Your legal rights are affected whether you act or don't act. Read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	You will receive an automatic payment of \$650.00 if the Court approves the settlement. Payments will be made if the Court approves the settlement after appeals are resolved.
<b>EXCLUDE YOURSELF</b>	Receive no settlement payment. This is the only option that allows you to ever be part of any other lawsuit against UPMC about the claims in this case.
<b>OBJECT</b>	Write to the Court if you disapprove of the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

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## BASIC INFORMATION

### 1. Why is this Notice being provided?

This Notice is being provided to you because the records of UPMC indicate that (1) you went to UPMC Presbyterian Shadyside for medical treatment between October 28, 2017, and February 28, 2018; and (2) received a certified letter from UPMC advising that you were at risk of infection or illness; and (3) UPMC has a record that you obtained medical testing.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a neutral administrator (referred to in this Notice as the “Settlement Administrator”) approved by the Court will make the payments that the settlement allows.

The Court in charge of the case is the Court of Common Pleas of Allegheny County, Pennsylvania, (referred to in this notice as the “Court”). The case is known as *Michelle Harris-Barber, on behalf of herself and all other similarly situated individuals v. UPMC Presbyterian Shadyside*, G.D. No. 18-012330 (referred to in this notice as the “Lawsuit”). The people who sued are called Plaintiffs, and the company they sued, UPMC, is called the Defendant.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### 2. What is this lawsuit about?

Ms. Harris-Barber is one of thousands of patients who presented to the emergency room of UPMC Presbyterian Shadyside (Oakland campus) between October 28, 2017, and February 28, 2018, and were allegedly exposed to the tuberculosis bacterium (TB) by a UPMC Presbyterian Shadyside employee who was infected with TB disease. It is alleged that during this time period, a person in the Emergency Department was permitted to work in the hospital and come into contact with patients’ loved ones and family members while infected with an active TB infection. In March of 2018, the hospital allegedly finally discovered that the employee was and had been infected with TB. UPMC sent all potentially exposed persons a certified letter dated April 11, 2018, advising that they may be at risk of TB infection and directing all persons to contact the Allegheny County Health Department Tuberculous Clinic for a follow-up appointment to receive a tuberculin skin test and advised that additional steps beyond the skin test may be necessary.

Plaintiffs claim that the Defendant failed to have in place the required administrative measures and controls to reduce the risk for exposure to persons who might have TB disease and failed to require healthcare providers to receive baseline TB screening upon hire as well as annual TB screening. Plaintiffs further claim that they are entitled to recover money damages related to their periodic testing and precautions taken.

Defendant UPMC denies Plaintiffs’ claims and denies any wrongdoing. Defendant UPMC further denies that the employee had active TB or that any individual was exposed to an employee with active TB. In that regard, the Defendant previously filed Preliminary Objections seeking to have the Lawsuit dismissed. The Defendant also filed an Answer and New Matter to Plaintiffs’ Second Amended Complaint denying the material allegations, denying liability and raising defenses to Plaintiffs’ claims. The entirety of the Answer and New Matter can be found on the website [www.TBClassSettlement.com](http://www.TBClassSettlement.com) or via a review of the docket at GD-18-012330 in the Court of Common Pleas of Allegheny County.

If you believe that you suffered an illness or TB as a result of the conduct of the Defendant or if you want to recover money damages for time periods beyond the period of time for testing for TB you will be giving up any such claims if you do not exclude yourself from this class action settlement. If you want to pursue such claims on an individual basis you should consider retaining an attorney of your own choice and excluding yourself from this class action

using the exclusion procedure explained below in the Answer to Question No. 11. The Class Counsel listed below in the Answer to Question No. 14 cannot represent you to file such individual claims either in this action or a separate lawsuit.

The Court has preliminarily approved this Lawsuit to proceed as a class action for settlement purposes only. If the settlement is not approved, the Court will have to decide whether this Lawsuit should be treated as a class action for the purpose of addressing the merits and trying the Lawsuit.

### **3. Why is this a class action?**

In a class action, one or more people called class representatives sue on behalf of people who they believe have similar claims. All of these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. In the Lawsuit, the “Class Representative” is the named Plaintiff, *Michelle Harris-Barber*. This Lawsuit is being presided over by Judge Philip A. Ignelzi, of the Court of Common Pleas of Allegheny County, Pennsylvania.

### **4. Why is there a settlement?**

Both sides believe their claims or defenses would have won in this Lawsuit. However, the Court has not decided in favor of Plaintiff or Defendant. Instead, both sides have agreed to a settlement. That way, they and the Settlement Class Members avoid the risk, delay, and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation. The Class Representative and the attorneys think the settlement is best for all Settlement Class Members.

## **WHO IS A CLASS MEMBER?**

To see if you will be affected by this class action, you first have to determine if you are a Class Member.

### **5. How do I know if I am part of the settlement?**

Judge Ignelzi decided that everyone who fits this description is a Class Member: All patients of Defendant UPMC, who: 1) went to the emergency room of UPMC Presbyterian Shadyside for medical treatment between October 28, 2017, and February 28, 2018; 2) to whom UPMC sent a certified letter advising them they were at risk of infection or illness; and 3) who thereafter obtained a medical test or tests from UPMC or another licensed medical provider.

A search of UPMC’s records identified you as a potential member of the Settlement Class. If you are a member of the Settlement Class, unless you exclude yourself from the Settlement Class, you will be deemed to be a “Settlement Class Member” and subject to the settlement.

### **6. What if I am not sure whether I am included?**

If you are not sure whether you are included in the Class, or you have questions about the case, you may call the toll free number, 1-866-854-4519, or visit [www.TBClassSettlement.com](http://www.TBClassSettlement.com).

## **THE SETTLEMENT BENEFITS – WHAT YOU COULD RECEIVE**

### **7. What can I receive from the settlement?**

Settlement Class Members as to whom UPMC has a record that they received medical testing are eligible to receive a one-time lump sum payment of \$650.00 if Judge Ignelzi approves the settlement as fair, reasonable and adequate.

## HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM FORM

### 8. How can I receive a payment?

You do not have to do anything to receive the payment of \$650.00. You have been identified as a person as to whom UPMC has a record that you went and obtained a medical test after receiving a certified letter from UPMC. Since UPMC has a record of your medical tests you are eligible to receive this payment under the settlement.

### 9. When would I receive my payment?

The Court will hold a hearing on **February 9, 2024 at 9:00am**, to decide whether to approve the settlement. If Judge Ignelzi approves the settlement, there may be appeals after that. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### 10. What am I giving up to receive a payment or stay in the class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against UPMC about the issues that were or could have been raised in *this* case. It also means that all of the Court's orders will apply to you and legally bind you, including the Release of Claims described in detail in the Settlement Agreement. This Release of Claims provision describes exactly the legal claims that you give up if this settlement is approved and you do not exclude yourself.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue UPMC on your own about the legal issues that were or could have been raised in this case, then you must take steps to get out. This is called excluding yourself from – or is sometimes referred to as opting out of – the Settlement Class.

If you believe that you suffered an illness or TB as a result of the conduct of Defendant or if you want to recover money damages for time periods beyond the period of time for testing for TB, you should consider excluding yourself from this class action using the exclusion procedure explained below in the Answer to Question No. 11.

### 11. How do I get out of the settlement?

To exclude yourself from the Settlement Class, you must make your request in writing. A request for exclusion must contain the following: (1) a prominent identifying reference to the case as follows "*Harris-Barber v. UPMC Presbyterian Shadyside, G.D. No. 18-012330*;" (2) your name; (3) your address; (4) the date(s) you went to UPMC Presbyterian Shadyside for medical treatment; (5) an expression of your desire to opt out or be excluded from the Settlement Class; and (6) your signature or the signature of an authorized representative. A separate request for exclusion must be submitted for each Settlement Class Member who wants to be excluded from the settlement.

**Your written request for exclusion must be sent by First Class Mail, postage prepaid, and postmarked no later than December 21, 2023, and must be addressed to the Court-appointed Settlement Administrator at:**

TB Class Settlement  
P.O. Box 2003  
Chanhassen, MN 55317-2003

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) UPMC with regard to the issues raised in this case in the future.

**12. If I don't exclude myself, can I sue UPMC for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue UPMC for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **December 21, 2023**.

**13. If I exclude myself, can I receive money from this settlement?**

No. If you exclude yourself, you will not receive any money. But, you may sue, continue to sue, or be part of a different lawsuit against UPMC.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in the case?**

The Court appointed these lawyers to represent you and other Class Members. Together, the lawyers are called Class Counsel or Lead Counsel. You will not be charged for these lawyers.

<p>Brendan B. Lupetin, Esquire  Lupetin &amp; Unatin, LLC  707 Grant Street  Gulf Tower, Suite 3200  Pittsburgh, PA 15219</p>	<p>Mark A. Smith, Esquire  The Law Office of Mark A. Smith  707 Grant Street  Suite 3250  Pittsburgh, PA 15219</p>
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If you want to be represented by your own lawyer in this case, you may hire one at your own expense. If you believe that you suffered an illness or TB as a result of the conduct of Defendant or if you want to recover money damages for time periods beyond the period of time for testing for TB you should consider hiring your own lawyer and excluding yourself from this class action to pursue such claims on an individual basis in a separate lawsuit. The Class Counsel listed above cannot represent you to file such individual claims either in this action or a separate lawsuit.

**15. How will the lawyers be paid?**

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Settlement Class Members, UPMC will pay Class Counsel's fees, costs and expenses separate and apart from the Settlement Relief being made available to Settlement Class Members.

Class Counsel will ask the Court to approve payment in the amount of no more than \$75,000.00 to them for attorneys' fees, costs and expenses. Class Counsel will also ask the Court to approve payments of \$7,500.00 to Michelle Harris-Barber for her services as Class Representative. The fees and payments would pay Class Counsel and the Class Representative for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. These amounts will not come out of the funds for payments to Settlement Class Members. The Court may award less than the amount requested.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

**16. How do I tell the Court that I don't like the settlement?**

You may remain a member of the Settlement Class and object to the settlement. If you do not exclude yourself from the Settlement Class, you may object to any aspect of the proposed settlement, including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the

representation by the Class Representative or by Class Counsel, or the request of Class Counsel for fees, costs and expenses and awards to the Class Representative. Each objection must be in writing and include: (1) a prominent identifying reference to the case as follows “*Harris-Barber v. UPMC Presbyterian Shadyside, G.D. No. 18-012330*,” (2) your name; (3) your address; (4) a statement of each objection being made; (5) a statement indicating whether you intend to appear at the Fairness Hearing; and (6) a list of witnesses whom you may call by live testimony and copies of any documents or papers that you plans to submit.

**You must file your objection with the Court, and send copies by First Class Mail, postage prepaid, to Class Counsel and counsel for UPMC postmarked no later than December 21, 2023, as follows:**

CLASS COUNSEL	COUNSEL FOR UPMC
<p>Brendan B. Lupetin, Esquire Lupetin &amp; Unatin, LLC 707 Grant Street Gulf Tower, Suite 3200 Pittsburgh, PA 15219</p> <p>Mark A. Smith, Esquire The Law Office of Mark A. Smith 707 Grant Street Suite 3250 Pittsburgh, PA 15219</p>	<p>Christopher T. Lee, Esquire Dickie, McCamey &amp; Chilcote, P.C. 2 PPG Place Suite 400 Pittsburgh, PA 15222</p>

**If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing or to otherwise contest the approval of the proposed settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement.**

**17. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class, and you will be bound as a Settlement Class Member if the Court approves the settlement despite any objections. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

**18. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at 9:00 a.m. on February 9, 2024, in room 820 at the City County Bldg., 414 Grant Street, Pittsburgh, PA 15529. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described below may appear to be heard by the Court. The Court may also decide whether to approve Class Counsel’s fees, costs and expenses and awards to the Class Representative as negotiated in the settlement. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.



### 19. Do I have to come to the hearing?

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

### 20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and parties in writing. The writing must contain: (1) a prominent identifying reference to the case as follows: “*Harris-Barber v. UPMC Presbyterian Shadyside, G.D. No. 18-012330*,” and “Notice of Intent to Appear;” (2) your full name, address, telephone number, and signature; and (3) if counsel will appear on your behalf, the counsel’s full name, address, telephone number, and bar identification number.

**You must file your Notice of Intent to Appear with the Court, and send copies by First Class Mail, postage prepaid, to Class Counsel and counsel for UPMC, at the two addresses provided for submitting objections set forth on page 7 of this Notice, no later than January 19, 2024. You cannot speak at the hearing if you excluded yourself from the Settlement Class.**

### IF YOU DO NOTHING

### 21. What happens if I do nothing?

If you do nothing, you’ll receive a lump sum payment of \$650.00 from this settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or continue with a lawsuit against UPMC about the legal issues that were or could have been raised in this case, ever again.

### GETTING MORE INFORMATION

### 22. Are there more details about the settlement?

This notice summarizes the lawsuit. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel at the addresses listed in Question 14. You can also visit [www.UPMCClassAction.com](http://www.UPMCClassAction.com).

### 23. How do I get more information?

You can call 1-866-854-4519 toll free; or visit the website at [www.TBClassSettlement.com](http://www.TBClassSettlement.com), where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member, and whether you are eligible for a payment.

Date: **November 21, 2023.**

**DO NOT CALL THE COURT. DO NOT CALL OR SEND CORRESPONDENCE TO  
JUDGE IGNELZI OR HIS STAFF.**