

**LONG ISLAND PLASTIC SURGICAL GROUP, P.C. CYBERSECURITY INCIDENT LITIGATION**  
*Baum, et al. v. Long Island Plastic Surgical Group, P.C., Index No. 618453/2024*

**NOTICE OF LONG ISLAND PLASTIC SURGICAL GROUP, P.C. CYBERSECURITY INCIDENT  
 CLASS ACTION SETTLEMENT**

*This is not a solicitation from a lawyer.  
 Please read this notice carefully and completely.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ IT CAREFULLY.**

*Para una notificación en español, llamar 1-877-382-4677 o visitar nuestro sitio web LIPSGSettlement.com.*

- A settlement has been reached in several class action lawsuits against Long Island Plastic Surgical Group, P.C. (“LIPSG”) relating to the unauthorized access to LIPSG’s computer systems on or about January 4, 2024 (the “Cybersecurity Incident”). The computer systems affected by the Cybersecurity Incident contained sensitive Personal Information belonging to its current and former patients. Impacted information may have included patients’ full names, Social Security numbers, dates of birth, addresses, telephone numbers, driver’s license numbers, medical information and health insurance information, clinical photographs of patients, other protected health information, financial account information, and payment card information.
- Under the Settlement, LIPSG has agreed to establish a \$2,600,000 Settlement Fund to pay (1) the Settlement Class Member Claims; (2) Administration and Notice Costs; (3) Fee Award and Expenses; and (4) service awards. In addition, LIPSG has undertaken certain remedial measures for enhanced security measures.
- Your legal rights are affected regardless of whether you do or do not act. Read this Long Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM BY MAY 18, 2026</b>	The only way you can receive payment is if you submit a valid Claim Form.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY MAY 4, 2026</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against LIPSG or certain other Released Parties, for the claims this Settlement resolves.  If you exclude yourself, you will give up the right to receive any benefits from this Settlement.
<b>OBJECT TO THE SETTLEMENT BY MAY 4, 2026</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved and you will not be able to exclude yourself from the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING JUNE 2, 2026</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval hearing, you must make a request to do so in your written objection. You are not required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not get any payment from this Settlement and you will give up certain legal rights. Submitting a valid Claim Form is the only way to obtain payment from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Long Notice. For complete details, view the Settlement Agreement, available at LIPSGSettlement.com, or call 1-877-382-4677.
- The Court in charge of this case still has to decide whether to grant Final Approval of the Settlement. Payments will only be made if the Court grants Final Approval of the Settlement.

## BASIC INFORMATION

### **1. Why did I get this Long Notice?**

The Court authorized this Long Notice because you have a right to know about a proposed Settlement of these class action lawsuits and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This notice explains the lawsuits, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The case is known as *Baum, et al. v. Long Island Plastic Surgical Group, P.C.*, Index No. 618453/2024 (the “Action”), in the Supreme Court of the State of New York in the County of Nassau. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Long Island Plastic Surgical Group, P.C., is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

### **2. What is this lawsuit about?**

On or about January 4, 2024, an unauthorized user was able to access files stored on LIPSG’s computer system. The computer systems affected by the Cybersecurity Incident contained sensitive Personal Information belonging to its patients. Impacted information may have included patients’ full names, Social Security numbers, dates of birth, addresses, telephone numbers, driver’s license numbers, medical information and health insurance information, clinical photographs of patients, other protected health information, financial account information, and payment card information.

The Plaintiffs claim that LIPSG failed to adequately protect their Personal Information and that they were injured as a result. LIPSG denies any wrongdoing, negligence, or fault, and no court or other entity has made any judgment or other determination of any wrongdoing, negligence, or fault, or that the law has been violated. By entering into the Settlement, LIPSG is not admitting any liability, that it violated any law, or that the Cybersecurity Incident was the result of any wrongdoing, negligence, or fault by LIPSG.

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

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. Together, all these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Settlement Class Representatives in this case are Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimons, Karen Parpounas, and Stefania Panuccio.

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

The Settlement Class Representatives and LIPSG do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Settlement Class Representatives or LIPSG. Instead, the Settlement Class Representatives and LIPSG have agreed to settle the Action. The Settlement Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by LIPSG.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

The Court has decided that everyone that fits the following description is a Settlement Class Member:

All living individuals in the United States whose Personal Information was exposed during the Cybersecurity Incident suffered by Long Island Plastic Surgical Group, P.C., on or about January 4, 2024.

If you received notice of this Settlement by mail, you are a Settlement Class Member. If you did not receive notice by mail, or if you have questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator.

## 6. Are there exceptions to individuals who are Settlement Class Members in the Settlement?

Yes, the Settlement does not include (i) the judges presiding over this Action and members of their direct families, and (ii) the Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

## 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [LIPSGSettlement.com](http://LIPSGSettlement.com), or call the Settlement Administrator's toll-free number at 1-877-382-4677.

### THE SETTLEMENT CONSIDERATION AND BENEFITS—WHAT YOU GET IF YOU QUALIFY

## 8. What does the Settlement provide?

The Settlement provides Settlement Class Members with the opportunity to select and make a Claim for the following Settlement benefits, which are discussed in further detail below:

(A) Cash payments of up to \$5,000 per Settlement Class Member for reimbursement of Documented Monetary Losses.

**OR**

(B) Alternative Pro Rata Cash Payments in amounts to be determined in accordance with the terms of Section 57 of the Settlement. The amounts of these payments are unknown at this time but will be calculated based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, service awards, Administration and Notice Costs, Claims for reimbursement of Documented Monetary Losses, and Additional Cash Payments.

Additionally, Settlement Class Members who had their clinical photographs compromised in the Cybersecurity Incident can also submit a Claim for an Additional Cash Payment of up to \$1,000. Additional Cash Payments are subject to a pro rata decrease based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, service awards, Administration and Notice Costs, and Claims for reimbursement of Documented Monetary Losses.

Please review number 9 below carefully for additional information regarding the order in which Settlement benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the Settlement benefits options is the best option for you.

**Reimbursement of Documented Monetary Losses:** You may elect to submit a Claim Form for reimbursement of Documented Monetary Losses fairly traceable to the Cybersecurity Incident up to \$5,000. Documented Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Cybersecurity Incident through the date of Claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Documented Monetary Losses must submit documentation supporting their Claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the loss incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

**Alternative Pro Rata Cash Payment:** You may elect to submit a Claim Form for an Alternative Pro Rata Cash Payment as an alternative to claiming Documented Monetary Losses. No additional documentation is required to receive an Alternative Pro Rata Cash Payment. The amount of this benefit will be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, service awards, Administration and Notice Costs, Claims for reimbursement of Documented Monetary Losses, and Additional Cash Payments.

**Additional Cash Payment:** Settlement Class Members who had their clinical photographs compromised in the Cybersecurity Incident may also submit a Claim for an additional payment (in addition to reimbursement of Documented Monetary Losses or Alternative Pro Rata Cash Payment) of up to \$1,000. Validation of eligibility for

the Additional Cash Payments shall be made by the Settlement Administrator in consultation with Class Counsel and Defendant's Counsel. Additional Cash Payments are subject to a pro rata decrease based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, service awards, Administration and Notice Costs, and Claims for reimbursement of Documented Monetary Losses.

## **9. How will Settlement Benefits be paid?**

Before determining which Settlement benefit option is best for you (by selecting a reimbursement of Documented Monetary Losses or Alternative Pro Rata Cash Payment), it is important for you to understand how Settlement payments will be made. Administration and Notice Costs will be paid from the Settlement Fund. Additionally, Class Counsel will seek attorneys' fees up to a maximum of 35% of the \$2,600,000 Settlement Fund, plus reasonable costs and expenses incurred by attorneys for the class, and service awards of up to \$3,500 to each of the Settlement Class Representatives. Each of these payments will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts sought by Class Counsel. The remainder of the Settlement Fund will be distributed in the following order:

- 1) Reimbursement of Documented Monetary Losses Claims will be paid first.
- 2) If money remains in the Settlement Fund after paying for the Documented Monetary Losses, Additional Cash Payment Claims will be paid second. Additional Cash Payment Claims may be decreased on a pro rata basis based on the amount remaining in the Settlement Fund following payment of the Documented Monetary Losses.
- 3) If money remains in the Settlement Fund after paying Documented Monetary Losses and Additional Cash Payments, Alternative Pro Rata Cash Payment Claims will be paid third. The amount of this benefit will be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Claims for reimbursement of Documented Monetary Losses and Additional Cash Payments.

## **10. What is the total value of the Settlement?**

The Settlement provides a \$2,600,000 Settlement Fund for the benefit of the Settlement Class. Any Court approved Fee Award and Expenses, service awards, and Administration and Notice Costs will be paid out of the Settlement Fund, and the balance will be used to pay for the above Settlement benefits.

## **11. What am I giving up to get a Settlement Benefit or by staying in the Settlement Class?**

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes Final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against LIPSG and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see next question*).

## **12. What are the Released Claims?**

In exchange for the Settlement, Settlement Class Members agree to release LIPSG, any LIPSG affiliate or related entity, and any other entity that provided Settlement Class Members' Personal Information, or caused Settlement Class Members' Personal Information to be provided, to Defendant or to any of Defendant's affiliates, and their respective present and former predecessors, successors, assigns, parent organizations, subsidiaries, joint ventures, insurers, reinsurers, distributors, suppliers, divisions, affiliates, customers, contractors, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, assigns of any of the foregoing, and any members of their immediate families, and any trust for which any of them are trustees, settlors, or beneficiaries ("Released Parties") from any and all claims, actions, causes of action, counterclaims, demands (including, without limitation, demands for arbitration), misrepresentations, liens, rights, debts, contracts, agreements, offsets, liabilities, including but not limited to tort claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and

any other claims, whether known or unknown, and suits of every kind and description, including any causes of action in law, claims in equity, complaints, suits, or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for reformation, disgorgement, constructive trust, compensatory damages, consequential damages, exemplary damages, statutory damages, or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims”, as is defined in the Settlement Agreement) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omission, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Action, including but not limited to those concerning: (1) the disclosure of the Settlement Class Members’ Personal Information in the Cybersecurity Incident; (2) the provision to Defendant and its affiliates of, and Defendant and its affiliates’ maintenance of, the Settlement Class Members’ Personal Information as it relates to the Cybersecurity Incident; (3) Defendant’s security policies and practices as they relate to the Cybersecurity Incident, including assessments of those practices by clients and business partners of Defendant and its affiliates; and/or (4) the provision of notice to the Settlement Class Members following the Cybersecurity Incident, whether or not those claims, demands, actions, or causes of action have been pleaded or otherwise asserted, including any and all damages, losses, or consequences thereof.

More information is provided in the Settlement Agreement, which is available at [LIPSGSettlement.com](http://LIPSGSettlement.com).

### **HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM**

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at [LIPSGSettlement.com](http://LIPSGSettlement.com), or you may request one by mail by calling 1-877-382-4677. Claim Forms will also be provided to Settlement Class Members by First-Class Mail for Settlement Class Members for whom the Settlement Administrator has a valid address. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **May 18, 2026**, to:

Long Island Cybersecurity Incident  
Settlement Administrator  
Attn: Claims  
P.O. Box 6810  
Portland, OR 97228-6810

#### **13. How do I make a Claim for Settlement Benefits?**

You must complete and submit a Claim Form by **May 18, 2026**. Claim Forms may be submitted online at [LIPSGSettlement.com](http://LIPSGSettlement.com) or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms will also be provided to Settlement Class Members by First-Class Mail for Settlement Class Members for whom the Settlement Administrator has a valid address. Claim Forms are also available by calling 1-877-382-4677 or by writing to the Settlement Administrator at P.O. Box 6810, Portland OR 97228-6810. The quickest way to file a Claim Form is online.

If you received a notice by mail, use your Unique ID and PIN to file your Claim Form. If you lost or do not know your Unique ID and PIN, please email the Settlement Administrator at [Info@LIPSGSettlement.com](mailto:Info@LIPSGSettlement.com) to obtain them.

Instructions for filling out a Claim for Documented Monetary Losses, Alternative Pro Rata Cash Payments, and Additional Cash Payments are included on the Claim Form.

The deadline to file a Claim is **May 18, 2026**. Claims must be filed (or postmarked if mailed) by this deadline.

#### **14. When and how will I receive the Settlement Benefits I claim from the Settlement?**

Payment for Approved Claims for Documented Monetary Losses, Alternative Pro Rata Cash Payments, and Additional Cash Payments will be provided by the Settlement Administrator after the Settlement is approved and becomes Final. You may elect to receive payment for Approved Claims via digital payment or check. Anyone who does not elect to receive payment via digital payment will receive their payment via regular check sent through First-Class Mail.

The approval process may take time. Please be patient and check [LIPSGSettlement.com](http://LIPSGSettlement.com) for updates.

## 15. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$2,600,000 Settlement Fund will ever be paid back to LIPSG. Any money left in the Settlement Fund after the Settlement benefits have been paid and the time for Settlement Class Members to cash and/or deposit checks has expired will be sent to one or more court-approved charitable organizations as a *cy pres* distribution.

### THE LAWYERS REPRESENTING YOU

## 16. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Gary M. Klinger, Milberg Coleman Bryson Phillips Grossman, PLLC  
 Jeff Ostrow, Kopelowitz Ostrow  
 Raina Borrelli, Strauss Borrelli PLLC  
 Israel David, Israel David LLC

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys’ fees up to a maximum of 35% of the \$2,600,000 Settlement Fund, plus the reimbursement of their reasonable costs and expenses. They will also ask the Court to approve up to \$3,500 service awards to each of the Class Representatives for participating in the Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts.

Class Counsel’s application for the Fee Award and Expenses, and service awards will be made available on the Settlement Website at [LIPSGSettlement.com](http://LIPSGSettlement.com) before the deadline for you to object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at 1-877-382-4677.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue LIPSG and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

## 18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must (i) state a full name, current address, and telephone number; (ii) contain the Settlement Class Member’s signature; (iii) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered in the Settlement; and (iv) be postmarked on or before **May 4, 2026**.

Long Island Cybersecurity Incident  
 Settlement Administrator  
 Attn: Claims  
 P.O. Box 6810  
 Portland, OR 97228-6810

Only one individual may be excluded from the Settlement Class per each written notification or exclusion. No group opt outs from the Settlement Class will be permitted. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement.

### **19. If I exclude myself, can I still get Settlement benefits as part of this class action Settlement?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement and submit a valid Claim Form.

### **20. If I do not exclude myself, can I sue LIPSG for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue LIPSG and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against LIPSG or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## **OBJECTING TO THE SETTLEMENT**

### **21. How do I tell the Court that I do not like the Settlement?**

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You can also ask the Court to deny approval of Class Counsel's application for the Fee Award and Expenses, and service awards.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (1) set forth the Settlement Class Member's full name, current address, and telephone number; (2) contain the Settlement Class Member's original signature; (3) state that the objector has reviewed the Settlement Class definition and understands that they are a Settlement Class Member and provide written proof establishing that they are a Settlement Class Member; (4) state that the Settlement Class Member objects to the Settlement in whole or in part; (5) set forth a statement of the specific legal and factual basis or bases for the objection, including whether each objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and including any evidence or legal authority the Settlement Class Member wishes to bring to the Court's attention; (6) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (7) state whether the Settlement Class Member intends to appear at the Final Approval Hearing. All objections must be filed with the Court through the Court's Electronic Claims Filing system or mailed to the Clerk of the Court (Clerk, Supreme Court of the State of New York, Nassau County, 100 Supreme Court Drive, Mineola, NY 11501). Objections must be filed or mailed so they are postmarked on or before **May 4, 2026**.

### **22. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court that you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

## **THE FINAL APPROVAL HEARING**

### **23. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on June 2, 2026, in the Supreme Court of New York, Nassau County, 100 Supreme Court Drive, Mineola, NY 11501.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Settlement Class Members should monitor the Settlement Website or the Court's online docket site to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for the Fee Award and Expenses, and service awards. If there are objections, the Court will consider them. The Court will also listen to people we have asked to speak at the hearing.

#### **24. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

#### **25. May I speak at the Final Approval Hearing?**

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

#### **IF YOU DO NOTHING**

#### **26. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against LIPSG or any of the other Released Parties about the legal issues in the Action and released by the Settlement Agreement.

#### **GETTING MORE INFORMATION**

#### **27. How do I get more information?**

This Long Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement please see the Settlement Agreement available at [LIPSGSettlement.com](http://LIPSGSettlement.com), or by contacting Class Counsel (see below).

If you have any questions about the proposed Settlement or anything in this Long Notice, you may contact Class Counsel at the following:

Gary M. Klinger, Milberg Coleman Bryson Phillips Grossman, PLLC, [gklinger@milberg.com](mailto:gklinger@milberg.com), 1-866-252-0878  
 Jeff Ostrow, Kopelowitz Ostrow, [ostrow@kolawyers.com](mailto:ostrow@kolawyers.com), 1-954-525-4100  
 Raina Borrelli, Strauss Borrelli PLLC, [raina@straussborrelli.com](mailto:raina@straussborrelli.com), 1-872-263-1100  
 Israel David, Israel David LLC, [israel.david@davidllc.com](mailto:israel.david@davidllc.com), 1-212-350-8850

***Please do not call the Court or the Clerk of the Court for additional information.  
 They cannot answer any questions regarding the Settlement or the Action.***