

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

NINA BAUM, MICHAEL KAKISH,
ALEXANDRA AULI, JOHN NIESSING,
NATASHA WAITERS, DAWN
FITZSIMONS, and KAREN PARPOUNAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

LONG ISLAND PLASTIC SURGICAL
GROUP P.C.,

Defendant.

Index No. 618453/2024

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement¹ dated as of the date of the last signature below, is made and entered into between and among Plaintiffs and the Settlement Class Representatives, on behalf of themselves and as representatives of the Settlement Class and Defendant. The Parties enter into this Agreement to fully and finally settle and resolve the above-captioned litigation and to effect dismissal with prejudice of all of the Released Claims asserted against Defendant on the terms set forth herein, subject to the Final Approval of the Court. This Agreement fully, finally and forever compromises, discharges and settles any and all claims that are, were, or could have been asserted

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein, or otherwise throughout the Agreement.

against Defendant and all other Released Parties in the Action. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims.

I. RECITALS

WHEREAS, Defendant is Long Island Plastic Surgical Group, P.C. (“LIPSG” or “Defendant”), a private, academic plastic surgery practice with its main facility located in Garden City, New York;

WHEREAS, as part of its business operations and its providing of health care services to its patients, Defendant collects, maintains, and stores sensitive person and medical information belonging to its patients;

WHEREAS, on or about January 4, 2024, Defendant experienced a ransomware attack by a threat actor group using the ALPHAV ransomware variant (also known as BLACKCAT ransomware). Upon detection, Defendant launched an investigation, directed by its outside counsel, who engaged outside cybersecurity professionals who regularly investigate and analyze these types of situations to evaluate the extent of any compromise of the information on its network. The investigation identified unauthorized access by the threat actor in Defendant’s environment between the time period of January 4, 2024 and January 8, 2024. After consulting with its cybersecurity experts and confirming the authenticity of the threat actor and data, Defendant paid the unauthorized actor to prevent publication of the stolen data. The threat actor provided proof that it had deleted all data it claimed to have obtained from Defendant’s servers.

WHEREAS, following confirmation of deletion, Defendant, at the direction of counsel, conducted a further, detailed, forensic investigation into the unauthorized activity identified in Defendant’s environment. The investigation confirmed that the list of files provided by the threat

actor consisted of the sum of the data accessed or exfiltrated on Defendant's network by the threat actor.

WHEREAS, based on Defendant's cybersecurity and forensic expert's investigation and document review, Defendant identified approximately 161,000 potential data subject records with potentially exfiltrated personal identifiable information (PII) and protected health information (PHI). Although the PII and PHI involved in this incident varies by individual, the investigation into this incident identified: full names, Social Security numbers, driver's license numbers or state identification numbers, dates of birth, biometric information, account numbers, credit or debit card information, medical information (including patient photographs), health insurance policy information, and/or patient account numbers;

WHEREAS, on or about October 4, 2024, Defendant sent notice to individuals whose information was accessed in the Cybersecurity Incident;

WHEREAS, shortly thereafter, seven similar putative class actions involving the same Cybersecurity Incident were filed against Defendant alleging harm suffered as a result of the breach: (1) *Niessing v. Long Island Plastic Surgical Group, P.C.*, Index No. 618485/2024 (N.Y. Sup. Ct., Nassau County); (2) *Baum v. Long Island Plastic Surgical Group, P.C.*, Index No. 618588/2024 (N.Y. Sup. Ct., Nassau County); (3) *Auli v. Long Island Plastic Surgical Group, P.C.*, Index No. 618267/2024 (N.Y. Sup. Ct., Nassau County), removed on November 20, 2024, see Case No. 2:24-cv-08086 (E.D.N.Y.); (4) *Fitzsimons v. Long Island Plastic Surgical Group, PC*, Index No. 619353/2024 (N.Y. Sup. Ct., Nassau County); (5) *Kakish v. Long Island Plastic Surgical Group, P.C.*, No. 2:24-cv-07341-ST (E.D.N.Y.); (6) *Walters v. Long Island Plastic Surgical Group, P.C.*, No. 2:24-cv-07635-NJC-LGD (E.D.N.Y.); (7) *Parpounas v. Long Island Plastic Surgical Group, P.C.*, No. 2:24-cv-07557-NJC-JMW (E.D.N.Y.);

WHEREAS, on February 11, 2025, the Parties in the Action filed a Stipulation to Stay Proceedings pending a mediation scheduled for March 6, 2025;

WHEREAS, On March 6, 2025, the Parties attended a full day mediation but were unable to reach a resolution. The Parties continued to negotiate with the assistance of the mediator and subsequently agreed to settle the actions on a classwide basis following the mediator's proposal;

WHEREAS; the Parties continued to negotiate the finer terms of the agreement, ultimately resulting in this Agreement;

WHEREAS; On September 10, 2025, Plaintiffs collectively filed the Amended Class Action Complaint in this Action alleging claims for: (1) negligence, (2) negligence *per se*, (3) breach of implied contract, (4) unjust enrichment, (5) breach of fiduciary duty, and (6) violation of the New York Consumer Law for Deceptive Acts and Practices Act (N.Y. Gen. Bus. Law §349).

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action; denies that the class representatives in the Action and the classes they purport to represent have suffered any injury or damage; denies that it is legally responsible or liable to Plaintiffs or any Settlement Class Member; and denies that the Action satisfies the requirements to be tried as a class action;

WHEREAS, the Parties agree that neither this Agreement nor the settlement it represents shall be construed as an admission by Defendant of any wrongdoing whatsoever including an admission of a violation of any statute or law, or of liability on the claims or allegations in the Action;

WHEREAS, the Parties agree and understand that neither this Agreement nor the settlement it represents shall be construed or admissible as an admission by Defendant in the

Action or any other proceedings that the Plaintiffs' claims or similar claims are or would be viable or suitable for class treatment if the Action proceeded through both litigation and trial;

WHEREAS, Defendant does not believe Plaintiffs' claims are meritorious and continues to deny that it is legally responsible to Plaintiffs or any member of the Settlement Class for any of the claims or allegations asserted in the Action, but it has concluded that the Settlement is desirable to avoid the time, expense and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all claims of Plaintiffs and members of the Settlement Class for relief relating to the Data Security Incident;

WHEREAS, Class Counsel are experienced in this type of litigation, and therefore recognize the costs and risks of prosecution of this Action and believe that it is in the interest of all Settlement Class Members to resolve this Action as set forth in this Agreement;

WHEREAS, the Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the risks associated with the continued prosecution of the Action and the likelihood of success on the merits of the litigation and believe that, after considering all of the facts and circumstances, the proposed settlement set forth in this Agreement offers significant benefits to Settlement Class Members and is fair, reasonable, adequate, and in the best interests of Settlement Class Members;

WHEREAS, the Settlement is the result of significant arm's-length negotiations that have taken place between the Parties, including with the assistance of a neutral and experienced mediator; and,

WHEREAS, it is the intention of the Parties to fully and finally resolve any and all claims that are, were, or could have been asserted against the Released Parties on the terms set forth herein, subject to the approval of the Court.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

II. DEFINITIONS

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meaning specified below:

1. **“Action”** shall mean the action captioned *Baum et al. v. Long Island Plastic Surgical group P.C.*, Index No. 618583/2024, filed in the Supreme Court of New York, Nassau County.
2. **“Administration and Notice Costs”** means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan.
3. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this Settlement Agreement and Release and all exhibits hereto.
4. **“Approved Claims”** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.
5. **“Claim”** shall mean a request for certain benefits under this Agreement.
6. **“Claims Deadline”** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as **15 days before the initial scheduled Final Approval Hearing**. The Claims Deadline shall be clearly set forth in the Long Notice, Short Notice, and Claim Form.

7. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Agreement, which is attached as *Exhibit 1*.

8. “**Class Counsel**” shall mean Milberg Coleman Bryson Phillips Grossman, PLLC, Kopelowitz Ostrow PA, Strauss Borrelli PLLC, and Israel David LLC.

9. “**Complaint**” shall mean the Amended Class Action Complaint filed by Plaintiffs against Defendant on September 10, 2025, in the Action.

10. “**Court**” shall mean the Supreme Court of New York, County of Nassau.

11. “**Cybersecurity Incident**” means the data breach suffered by Defendant on or about January 4, 2024, that is the subject of the Action.

12. “**Day(s)**” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

13. “**Defendant’s Counsel**” shall mean Michael T. Marcucci and Ryan P. Blaney of Jones Day.

14. “**Effective Date**” shall mean the date when all of the following conditions have occurred: (1) this Agreement has been fully executed by the Parties and their counsel; (2) orders have been entered by the Court certifying a Settlement Class, granting Preliminary Approval of this Agreement and approving the form of Notice, and Claim Forms, all as provided herein; (3) the Court-approved Notice and the Settlement Website have been duly created and/or disseminated as ordered by the Court; (4) the Court has entered a Final Order and Judgment (as defined below)

finally approving this Agreement as provided below; and (5) the Final Order and Judgment has become Final, as defined immediately below, and no longer subject to any review or appeal.

15. **“Escrow Agent”** means Epiq Class Action Claims & Solutions, Inc.

16. **“Fee Award and Expenses”** shall mean the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel. Class Counsel’s request for attorneys’ fees shall not exceed 35% of the Settlement Fund, and will depend on, *inter alia*, administrative costs, whether there are objectors to which Class Counsel has to respond, the number of claimants, and the like, subject to the approval of the Court.

17. **“Final”** when referring to a judgment or order means that: (1) the judgment is a final appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the merits of the settlement (as opposed to any appeals relating solely to the Class Counsel Fee Award and Expenses, which will not affect finality as defined herein) as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the settlement having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for *writ of certiorari*, the appeal is voluntarily withdrawn, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

18. **“Final Approval”** means entry of a Final Order and Judgment.

19. **“Final Approval Hearing”** shall mean the final hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed settlement and whether the settlement should be finally approved by the Court, such Final Approval Hearing to be no earlier than 150 days after the entry of the Preliminary Approval Order, subject to the approval of the

Court. It is at the Final Approval Hearing where the Plaintiffs will request a judgment to be entered by the Court approving this Agreement and approving the Fees and Expenses Award.

20. **“Final Order and Judgment”** shall mean an order entered by the Court that approves this Agreement, which shall be without material alteration from *Exhibit 5* attached hereto and which shall include all the following:

- a. Finds that the Court-approved Notice Plan has been followed and provided for the best notice practicable under the circumstances;
- b. Certifies the Settlement Class for settlement purposes only;
- c. Finds that the Settlement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement consistent with all material provisions of the Agreement;
- d. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
- e. Approves the Release provided in Section XV and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties;
- f. Reserves jurisdiction over the Settlement and this Agreement; and
- g. Finds that there is no just reason for delay of entry of the Final Order and Judgment with respect to the foregoing.

21. **“Long Notice”** shall mean the Court-approved, detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement, the content of which will be substantially in the form attached as *Exhibit 2*, except as modified by the Court.

22. **“Notice Date”** shall mean the date by which the Settlement Administrator shall have provided copies of the Short Notice and Claim Form for each person on the Settlement Class List to the United States Postal Service pursuant to the Court-approved Notice Plan in this Agreement. The Notice Date shall be no later than **30** after the Court enters the Preliminary Approval Order, defined herein, or such earlier practicable date.

23. **“Notice Plan”** means the notice program described in this Agreement and as approved by the Court.

24. **“Objection Deadline”** shall mean the date by which a written objection to this Agreement must be postmarked and/or filed with the Court and sent to Class Counsel, Defendant’s Counsel, and to the Settlement Administrator. The deadline shall be 30 days before the initial scheduled Final Approval Hearing.

25. **“Opt-Out Deadline”** shall mean the last day on which a Settlement Class Member may postmark a request to be excluded from the Settlement Class to the Settlement Administrator, which shall be 30 days before the initial scheduled Final Approval hearing. A Settlement Class Member’s opt-out request may also be referred to herein as a Request for Exclusion.

26. **“Parties”** shall mean Plaintiffs and Defendant, collectively.

27. **“Parties’ Counsel”** shall mean both Class Counsel and Defendant’s Counsel, collectively.

28. **“Personal Information”** means the protected health information (“PHI”) and personal identifiable information (“PII”) of patients whose information was collected and stored by LIPSG and that was exposed in the Cybersecurity Incident including: 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.

29. **“Plaintiffs”** shall mean Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimmons, and Karen Parpounas.

30. **“Preliminary Approval Order”** shall mean the Court’s Order preliminarily approving this Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class as set out in the Notice Plan set forth in this Agreement, which Order will be substantially in the form attached as *Exhibit 4*, except as modified by the Court.

31. **“Recitals”** shall mean each statement of the facts and/or procedural history in Section I of this Agreement. The Parties acknowledge and agree the Recitals enumerate important facts and procedural history, are true and accurate, and are hereby made a part of this Agreement as though fully set forth herein.

32. **“Released Claims”** shall mean 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, misrepresentations, 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 described and defined in Paragraph 108 of this 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, omissions, 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 Data Security 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.

33. **“Released Parties”** means LIPSG, any LIPSG affiliate or related entity, and any other entity that provided Class Members’ Personal Information, or caused 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 venturers, 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, settlers, or beneficiaries.

34. **“Releasing Parties”** means each of the Settlement Class Representatives and Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

35. **“Remainder Funds”** means the funds, if any, that remain in the Settlement Fund after payment of costs of Administration and Notice Costs, Fee Award and Expenses, Service Awards, claims for reimbursement of documented Monetary Losses, Alternative Pro Rata Cash Payments, and Additional Cash Payments as described below. The funds remaining in the Settlement Fund after the above payments have been made and the time for Settlement Class Members to cash and/or deposit checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend that any *cy pres* distribution be made to the Electronic Privacy Information Center for the specific purpose of data privacy and security research.

36. **“Settlement”** means the settlement reflected by this Agreement.

37. **“Settlement Administrator”** means the class action settlement administrator, Epiq Class Action Claims & Solutions, Inc., which has been retained to carry out the Notice Plan and administer the claims and Settlement Fund distribution process.

38. **“Settlement Class”** means 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. Excluded from the Settlement Class are the judges presiding over this Action and members of their direct families, and Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

39. **“Settlement Class List”** means the list containing the full names and current or last known addresses for all Settlement Class Members, which Defendant shall provide to the Settlement Administrator within five days after the Court’s entry of the Preliminary Approval Order.

40. **“Settlement Class Member”** shall mean an individual who falls within the definition of the Settlement Class.

41. **“Settlement Class Representatives”** shall mean Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimmons, Karen Parpounas, and Stefania Panuccio.

42. **“Settlement Fund”** means the non-reversionary all cash sum of \$2,600,000.00 to be paid by Defendant as specified in this Agreement, including any interest accrued thereon after payment. The Settlement Fund will be established by the Settlement pursuant to 26 C.F.R. § 1.468B-1.

43. **“Settlement Website”** means the website the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, a downloadable version of the Short Notice, the Long Notice, and the Claim Form, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement, instructions for how to object or opt-out of the settlement, the process and

instructions for making claims, and the date, time and place of the Final Approval Hearing; this Agreement; Plaintiffs' motion for preliminary approval of the Settlement; the Preliminary Approval Order; and Class Counsel's motion for attorneys' fees and expenses. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 60 Days after all Settlement Payments have been distributed.

44. **"Short Notice"** is the postcard notice that will be mailed to Settlement Class Members, the content of which will be substantially in the form attached as *Exhibit 3*.

45. **"Taxes and Tax-Related Expenses"** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Settlement Fund for any period while it is held in the Settlement Fund. The Settlement Administrator will file any necessary tax returns and pay all taxes required on behalf of the Settlement Fund and any such Taxes and Tax-Related Expenses will be included in the Administration and Notice Costs.

III. CERTIFICATION OF THE SETTLEMENT CLASS

46. For settlement purposes only, Plaintiffs request that the Court certify the Settlement Class.

47. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendant stipulates to the Court entering an order preliminarily certifying the Settlement Class, appointing the Settlement Class Representatives named in this Agreement as

representatives of the Settlement Class, and appointing Class Counsel named in this Agreement to serve as class counsel for the Settlement Class. Solely for the purpose of implementing this Agreement, the Parties stipulate that Epiq will be appointed as Settlement Administrator, subject to the approval of the Court.

48. Solely for the purposes of implementing this Agreement and effectuating the Settlement, Defendant stipulates that the Settlement Class Representatives and Class Counsel are adequate representatives of the Settlement Class.

49. If this Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then Defendant's stipulation will be withdrawn and deemed to be of no effect in this or any other proceeding, except as otherwise expressly stated in this Agreement.

IV. THE SETTLEMENT FUND

50. In exchange for the dismissal of the Complaint with prejudice, and the Released Claims as provided in Section XV herein, Defendant will make available the Settlement Fund, from which payment of Settlement Class Member claims, Administration and Notice Costs, the Fee Award and Expenses, and Service Awards will be made. The Settlement Fund is the maximum amount Defendant shall be obligated to pay under this Settlement. The failure of Defendant to make the funds available as called for in this Agreement will be considered a material breach of the Agreement by Defendant. The Settlement Fund will be used to fund the settlement provisions listed herein. Except as provided in this Agreement regarding the Settlement Fund, Defendant shall have no responsibility for costs and expenses incurred by Plaintiffs, Class Counsel, the Settlement Administrator, or any Settlement Class Members.

51. Within 90 days after the Preliminary Approval Order is entered, Defendant will cause at least \$600,000.00 to be released into the Settlement Fund. No payment for Administration

and Notice Costs shall be made until 90 days after the Court enters the Preliminary Approval Order. Defendant will cause the transfer of the balance of \$2,000,000.00 into the Settlement Fund within 90 days after the Effective Date.

52. The Settlement Payment is to be deposited in an interest-bearing bank escrow account (“Escrow Account”) and administered by the Settlement Administrator. The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administration and Notice Costs, the Fee Award and Expenses, and Service Awards.

53. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

54. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury Regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the

Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

V. BENEFITS TO SETTLEMENT CLASS MEMBERS

55. **Claims Administration Protocol.** Settlement benefits shall be paid from the Settlement Fund and administered by the Settlement Administrator as set forth below.

56. **Reimbursement of Documented Monetary Losses:** All Settlement Class Members may submit a claim form for reimbursement of documented monetary losses fairly traceable to the Cybersecurity Incident up to \$5,000 per individual ("Monetary Losses"). 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 Data Security 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 Monetary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs 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.

57. In lieu of reimbursement for Documented Monetary Losses, all Settlement Class Members may choose to claim an Alternative Pro Rata Cash Payment as described below:

- a. **Alternative Pro Rata Cash Payment:** Settlement Class Members can submit a claim for an Alternative Pro Rata Cash Payment as an alternative to claiming Documented Monetary Losses. The amount of this benefit shall 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.

58. **Additional Cash Payment:** Settlement Class Members who had their clinical photographs compromised in the Cybersecurity Incident (“Photograph Settlement Class Members”) can submit a claim for an additional payment of up to \$1,000.00. The Additional Cash Payment is a settlement benefit made available to Photograph Settlement Class Members that is in addition to reimbursement of claims for Documented Monetary Losses or the Alternative Pro Rata Cash Payment. 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. Validation of eligibility for the Additional Cash Payments shall be made by the Settlement Administrator in consultation with Settlement Class Counsel and Defendant's Counsel.

59. **Remainder Funds:** Remainder Funds shall be distributed to the Electronic Privacy Information Center, subject to the Court's approval, or to any other charitable organization jointly recommended by the Parties and approved by the Court.

60. **Business Practices Commitments:** Defendant has provided a confidential declaration outlining, inter alia, enhanced data security procedures put in place subsequent to the Data Security Incident and identifying the annual costs of those enhanced data security procedures. Defendant agrees that the cost may be disclosed in public filings, notwithstanding the confidential nature of the declaration. None of the past or future costs associated with the development and implementation of these enhanced security procedures has been or will be paid by Plaintiffs and no portion of the Settlement Fund is to be used for this purpose.

VI. SETTLEMENT ADMINISTRATION

61. Administration and Notice Costs will be paid from the Settlement Fund, including the costs of direct mail notice and any reminder notice(s) that Class Counsel elects to issue.

62. The Parties agree that Epiq will be the Settlement Administrator, who is charged with delivering sufficient notice (including direct notice) and administering the claims process. Within five days of the entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator the Settlement Class List as called for in paragraph 40 herein. Should Epiq be unable, unwilling, or unavailable to serve and/or continue serving as the Settlement Administrator, the Parties will jointly select a different qualified entity to serve as the Settlement Administrator.

63. The Parties agree that all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) within 15 days of the Final Approval Hearing.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

64. The Parties agree that the following Notice Plan provides reasonable notice to the Settlement Class.

65. The Short Notice and Claim Form shall be provided to Settlement Class Members by First Class U.S. Mail for Settlement Class Members for whom the Settlement Administrator has a valid address.

66. Defendant shall provide the Settlement Administrator with the Settlement Class List as specified in this Agreement. The Settlement Administrator will then, using the National Change of Address database maintained by the United States Postal Service, obtain updates, as needed, to the mailing addresses.

67. The Settlement Administrator shall agree to maintain the confidentiality of the Settlement Class List and related information provided by Defendant, to implement appropriate safeguards to prevent unauthorized access to that data, and to use that data strictly for the business purpose of administering the Settlement. The Settlement Administrator shall not provide the Settlement Class List or related information provided by Defendant to Class Counsel.

68. Within 30 days following entry of the Preliminary Approval Order (the Notice Date), the Settlement Administrator shall have provided addressed copies of the Short Notice and Claim Form for all Settlement Class Members to the United States Postal Service.

69. Prior to commencing the mailing of the Short Notice and Claim Form, the Settlement Administrator shall create a dedicated Settlement Website that will inform Class Members of the terms of this Agreement, their rights, relevant 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 Short Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Agreement; (vi) the Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

70. Before commencing the mailing of the Short Notice and Claim Form, the Settlement Administrator shall establish a toll-free help line whose number will be posted on the Settlement Website and that will be staffed during normal business hours with live operators who can answer questions about and provide information to Settlement Class Members regarding the settlement and provide paper copies of the Short Notice, Long Notice, Claim Form, and this Agreement upon request.

71. In advance of the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel with an affidavit or declaration certifying compliance with the Court-approved Notice Plan.

VIII. OPT-OUT PROCEDURE

72. Each Settlement Class Member shall have the right to request exclusion from the Settlement (*i.e.*, “Opt-Out”), relinquishing their rights to any benefits under this Agreement as provided for in the Preliminary Approval Order.

73. The Short Notice shall inform each Settlement Class Member of their right to request exclusion from the Settlement Class and not be bound by this Agreement if, before the Opt-Out Deadline, the Settlement Class Member completes and mails a Request for Exclusion to the Settlement Administrator at the address set forth in the Short Notice.

74. Valid Settlement Class Member Requests 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 judgement entered pursuant to the Settlement; and (iv) be postmarked on or before the Opt-Out Deadline. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement. Class Counsel will confirm the participation of the Settlement Class Representatives in the settlement in advance of the execution of the Settlement Agreement.

75. If a Settlement Class Member files a Claim Form and also requests exclusion from the settlement, then such Settlement Class Member will remain in the Settlement Class and the request for exclusion will be deemed void. If a Settlement Class Member opts out and files a separate action based on the same or similar facts, in any tribunal, and also submits a Claim Form, the Settlement Class Member shall be deemed to be a member of the Settlement Class and such Settlement Class Member's claims shall be deemed Released Claims.

76. No later than five days after the Opt-Out Deadline, the Settlement Administrator shall provide the Court and the Parties' Counsel with a list identifying each Settlement Class Member who submitted a request for exclusion together with copies of the requests for exclusion and a declaration attesting to the completeness and accuracy thereof.

77. Settlement Class Members who submit a valid and timely Request for Exclusion are ineligible to receive benefits or compensation under this Agreement and have no rights to object to the proposed Settlement or address the Court at the Final Approval Hearing.

78. An opt-out request that does not comply with these terms is thereby invalid.

IX. OBJECTIONS TO THE SETTLEMENT

79. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the proposed Settlement, must send the objection to the Settlement Administrator and mail copies to the Parties' Counsel via first-class postage prepaid mail to the addresses set out in Section XI *infra*.

80. Each objection must: (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature; (iii) 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; (iv) state that the Settlement Class Member objects to the Settlement in whole or in part; (v) 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; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vii) state whether the Settlement Class Member intends to appear at the Final Approval Hearing.

81. Objections must be filed with the Court or mailed to the Settlement Administrator and the Parties' Counsel no later 30 days before the initial scheduled Final Approval Hearing. The Objection Deadline shall be included in the Short Notice and Long Notice.

82. Between the Parties, Counsel for Plaintiffs shall have sole responsibility for responding to any objections and may respond to the objections, if any, by means of a memorandum of law, filed and served prior to the Final Approval Hearing.

83. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant's Counsel by the Objection Deadline.

84. The submission of an objection allows the Parties' Counsel to take the deposition of the objecting Settlement Class Member at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make themselves available for a deposition or comply with expedited discovery requests may result in the Court striking and/or overruling the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

85. Any Settlement Class Member who fails to submit a timely objection per the terms of this Agreement, the Long Notice, and as otherwise ordered by the Court, shall not be treated as having filed a valid objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

86. The Fee Award and Expenses will be paid from the Settlement Fund.

87. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed 35% of the Settlement Fund plus reasonable litigation expenses. Class Counsel shall submit a motion for Fee Award and Expenses as part of the Motion for Final Approval.

88. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved fee award amongst Plaintiffs' counsel and any other

attorneys for Plaintiffs. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

89. Class Counsel shall request the Court approve a Service Award of up to \$3,500.00 for each of Settlement Class Representative. The Service Award is intended to recognize the Settlement Class Representatives for their efforts in the Action and commitment on behalf of the Settlement Class ("Service Award"). The Service Awards will be paid from the Settlement Fund.

90. Class Counsel will file applications with the Court for the requested Service Awards and Fee Award and Expenses.

91. The Parties agree that the Court's approval or denial of any request for the Service Awards or Fee Award and Expenses are not conditions to this Settlement Agreement and are to be considered by the Court separately from the final approval, reasonableness, and adequacy of the Settlement. The failure of the Court or any appellate court to approve in full any request by Class Counsel for the Fee Award and Expenses or the Service Awards shall not be grounds for Plaintiffs, the Settlement Class Representatives, the Settlement Class, or Class Counsel to terminate or cancel this Settlement Agreement or proposed settlement.

92. The Fee Award and Expenses and Service Awards awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund no later than ninety days after the Effective Date. Payment will be made to accounts designated by Class Counsel who shall have sole discretion in allocating attorneys' fees and expenses.

XI. NOTICES

93. All notices (other than the Notice to class members) required by this Agreement shall be made in writing and communicated by First Class U.S. mail and email to the following individuals at the following addresses:

All notices to Class Counsel shall be sent to:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

All notices to Defendant shall be sent to:

Ryan P. Blaney
Jones Day
51 Louisiana Ave., N.W.
Washington, DC 20001
rblaney@jonesday.com

94. Other than attorney-client communications or those otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, objections, opt-out requests, or other documents or filings received from a Settlement Class Member as a result of the Notice Plan.

XII. SETTLEMENT APPROVAL PROCESS

95. As soon as practicable after the execution of this Agreement, the Settlement Class Representatives and Class Counsel shall submit this Agreement to the Court and file a motion for preliminary approval of the Settlement, requesting entry of a Preliminary Approval Order substantially in the form attached hereto as *Exhibit 4*, requesting, among other things:

- a. Certification of the Settlement Class for settlement purposes only;
- b. Preliminary approval of this Agreement;
- c. Appointment of Kopelowitz Ostrow PA and Israel David LLC as Class Counsel.
- d. Appointment of the Settlement Class Representatives;
- e. Approval of the Notice Plan;

- f. Approval of a Short Notice substantially similar to the one attached hereto as *Exhibit 3*;
- g. Approval of a Long Notice substantially similar to the one attached hereto as *Exhibit 2*;
- h. Approval of a Claim Form substantially similar to the one attached hereto as *Exhibit 1*; and
- i. Appointment of Epiq, as the Settlement Administrator.

96. The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the Parties after submission to the Court with the motion for preliminary approval of the Settlement.

97. After entry by the Court of a Preliminary Approval Order, and no later than 45 days before the Final Approval Hearing, the Settlement Class Representatives shall file a Motion for Final Approval.

XIII. FINAL APPROVAL HEARING

98. The Parties will recommend the Final Approval Hearing be scheduled no earlier than 120 days after the entry of the Preliminary Approval Order.

99. Any Settlement Class Member who wishes to appear at the Final Approval Hearing must mail to the Court or file a notice of appearance in the Action by the Objection Deadline, as well as take actions required in the Long Notice or as otherwise required by the Court.

100. The Parties shall present a motion requesting that the Court enter a Final Order and Judgment, substantially in the form attached hereto as *Exhibit 5*, including the following provisions:

- a. A finding that the Notice Plan fully and accurately informs all Settlement Class Members entitled to notice of the material elements of the Settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the New York State and United States Constitution and any other applicable law;
- b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement have been made, or a finding that all timely objections have been considered and denied;
- c. Approval of the Settlement, as set forth in this Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith and ordering the Parties to perform the Settlement in accordance with the terms of this Agreement;
- d. A finding that neither the Final Order and Judgment, the Settlement, or the Agreement constitutes an admission of liability by the Parties;
- e. A finding that Plaintiffs and the Settlement Class Representatives shall have been deemed to fully and finally release, relinquish, and discharge the Released Parties from the Released Claims;
- f. A finding that all Settlement Class Members who have not properly opted out of the Settlement Class are, following entry of Final Order and Judgment, deemed to have fully and finally released, relinquished, or discharged the Released Parties from the Released Claims; and
- g. If and when the Final Order and Judgment is entered, the claims against Defendant in the Action shall be dismissed with prejudice.

101. If the Settlement is not finally approved, is not upheld on appeal, or otherwise does not become Final for any reason, then the Settlement Class shall be decertified, the settlement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law; and all Parties shall stand in the same procedural posture as if the settlement had never been negotiated, made or filed with the Court.

XIV. TERMINATION OF THIS AGREEMENT

102. Defendant shall have the right, but not the obligation, to terminate this Agreement, declare it null and void, and have no further obligations under this settlement to the Plaintiffs, the Settlement Class Representatives, or to the Settlement Class Members, if any of the following conditions subsequent occurs: (i) The Court fails to enter the [Proposed] Preliminary Approval Order in a form materially consistent with *Exhibit 4* to this Agreement; (ii) The Parties fail to obtain and maintain approval of the proposed settlement; (iii) The Court requires a notice program in any form materially different from the Notice Plan specifically set forth in Section VII; (iv) The Court fails to enter a Final Order and Judgment materially consistent with the provisions in Section XIII; (v) The Settlement does not become Final for any reason; (vi) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of this Agreement; or (vii) The total number of timely and valid requests for exclusion exceeds five (5) percent of the total number of Settlement Class Members. This Agreement is expressly contingent on: (i) the execution of this Agreement; (ii) preliminary approval of the Settlement by the Court; (iii) final approval of the Settlement by

the Court, which is no longer subject to appeal; and (iv) the final, non-appealable dismissal of the Action with prejudice.

103. In the event that the above right to cancel or terminate is exercised, then Defendant shall have no further obligations under this Settlement Agreement to Settlement Class Members or Plaintiffs and the Settlement Class Representatives, and shall have the right to terminate the entire settlement and declare it null and void, except that Defendant shall pay the Administration and Notice Costs incurred up to the date the right to cancel or terminate is exercised.

XV. RELEASE

104. Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Action shall be dismissed with prejudice and each of the Releasing Parties shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, acquitted, waived and discharged, the Released Parties from any and all Released Claims. This release expressly includes Defendant's insurers with respect to all obligations under any part of any insurance policy applicable to the Released Claims, and from any and all claims arising out of the investigation, handling, adjusting, defense, or settlement of the claim including, without limitation, any claims for negligence, invasion of privacy, violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*), and violations of California's Consumer Privacy Act (Cal. Civ. Code § 1798.150).

105. In return for the consideration provided in this Agreement, the Plaintiffs and the Settlement Class Representatives, on their behalf and on behalf of all other Settlement Class Members, shall, as of the Effective Date, release, acquit, and forever discharge the Released Parties from the Released Claims.

106. Named Plaintiffs and the Settlement Class Representatives, on their own behalf and on behalf of all other Settlement Class Members agree, covenant and acknowledge that they shall not now or hereafter initiate, participate in, maintain, or otherwise bring any claims, either directly or indirectly, derivatively, on their own behalf, or on behalf of the Settlement Class Members or the general public, or any other person or entity, against the Released Parties based on the Released Claims, regardless of whether such claims accrue after this Agreement is approved. As of the Effective Date, Plaintiffs, the Settlement Class Representatives, and the Settlement Class Members who do not timely and validly opt out of the settlement, and anyone claiming through or on behalf of any of Settlement Class Member, will be forever barred and enjoined from commencing or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, directly, representatively, or derivatively, asserting any of the Released Claims against the Released Parties.

107. Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this settlement or any order entered in connection therewith shall affect the dismissal of the Action, the res judicata effect of the Final Order and Judgment, the foregoing releases, or any other provision of the Final Order and Judgment; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Agreement shall remain available to all Parties.

108. Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and expressly shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. Specifically, the Parties stipulate and agree that upon the Effective Date, the Releasing Parties expressly shall have and by

operation of the Final Order and Judgment shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil 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.

The Releasing Parties understand and acknowledge on behalf of themselves and the Settlement Class Members the significance of this waiver of California Civil Code § 1542 (if applicable) and/or of any other applicable federal or state law relating to limitations on releases. The Releasing Parties acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Action and the Released Claims, and that these facts may support claims within the definition of Released Claims but not contemplated by the Releasing Parties at the time this Agreement is executed (“Unknown Claims”), but that it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph, without regard to the subsequent discovery or existence of different additional facts. The Releasing Parties also hereby expressly waive and fully, finally, and forever settle and release any and all Released Claims they may have against the Released Parties under § 17200, *et seq.*, of the California Business and Professional Code.

XVI. NO ADMISSION OF LIABILITY

1. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

109. No Use of Agreement. This Agreement, whether or not it shall become Final, and any and all negotiations, communications, and discussions associated with it shall not be:

- (a) Offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiffs, of the validity of any Released Claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action, or of any liability, negligence, fault or wrongdoing on the part of Plaintiffs, Defendant, or any Released Party;
- (b) Offered or received by or against Plaintiffs or Defendant as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule or regulation or of any liability or wrongdoing by Defendant or any Released Party or of the truth of any of the Released Claims, and evidence thereof shall not be used directly or indirectly, in any way, (whether in the Action or in any other action or proceeding), except for purposes of

enforcing this Agreement and Final Order and Judgment including, without limitation, asserting as a defense the release and waivers provided herein;

- (c) Offered or received by or against Plaintiffs, Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault or wrongdoing; or in any way referred to for any other reason against Defendant or any Released Party, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the terms of this Agreement; provided, however, that if this Agreement is approved by the Court, then Plaintiffs or Defendant may refer to it to enforce their rights hereunder; or
- (d) Construed as an admission or concession by Plaintiffs, the Settlement Class, Defendant or any Released Party that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Action.

These prohibitions on the use of this settlement shall extend to, but are not limited to, any Settlement Class Member who opts-out of the settlement pursuant to Section VIII above.

XVII. MISCELLANEOUS PROVISIONS

110. Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement, and that Class Counsel, on behalf of the Plaintiffs, the Settlement Class Representatives and the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this settlement to effectuate its terms and are also expressly authorized to enter into

any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate.

111. Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

112. Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the exhibits hereto, are contractual and are not a mere recital. All individuals signing this Agreement on Defendant's behalf represent that they are fully authorized to enter into, and to execute, this Agreement on Defendant's behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of Plaintiffs, and the Settlement Class Representatives and expressly to enter into, and to execute, this Settlement Agreement on behalf of each of the Plaintiffs, the Settlement Class Representatives and the Settlement Class, subject to Court approval.

113. Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

114. Integration. This Agreement constitutes the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenants, obligations, conditions, representations, warranties, inducements, negotiations, or understandings have been made to or relied on by any Party concerning any part or all of the

subject matter of this Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.

115. Exhibits. The exhibits to this Agreement are an integral part of the settlement and are expressly incorporated by reference and made part of the terms and conditions of this Agreement.

116. Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between Parties represented by competent and effective counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement, and there was no disparity in bargaining power among the Parties to this Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.

117. Modification or Amendment. Before Final Approval of this Agreement is Ordered by the Court, this Agreement may not be modified or amended, nor may any of its provisions waived, except by an express writing signed by the Parties who executed this Agreement, or their successors. Following Final Approval of this Agreement, after all appeals have been exhausted in favor of the Final Approval and the time period to file such appeals has expired, this Agreement may not be modified or amended, nor may any of its provisions be waived, absent a Court Order. Notwithstanding the above, any Party unilaterally may change the notice designation that applies to that Party at any time.

118. Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such

Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

119. Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal, invalid, unenforceable, or void, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder, and this Agreement shall continue in full force and effect without said provision to the extent this Agreement is not terminated pursuant to Section XIV.

120. Counterparts. The 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 executed counterparts shall be filed with the Court. This Agreement may be executed using electronic signature technology (e.g., via DocuSign, Adobe Sign, or other electronic signature technology), and such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed.

121. Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

122. Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the Parties and their representatives, heirs, executors, successors, and assigns.

123. Governing Law. All terms and conditions of this Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of New York, without giving effect to that state's choice-of-law principles.

124. Interpretation. The following rules of interpretation shall apply to this Agreement:

- a. Definitions apply to the singular and plural forms of each term defined.
- b. Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- c. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

125. Fair and Reasonable. The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties and the Parties’ Counsel agree that this Agreement reflects a good faith, fair and reasonable compromise of the disputed claims raised by Plaintiffs, the Settlement Class Representatives, and the Settlement Class reached voluntarily after consultation with experienced legal counsel and with the assistance and involvement of a neutral mediator. All terms, conditions, and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations taking all relevant factors, present or potential, into account.

126. Jurisdiction. The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Agreement, and 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 exclusive jurisdiction over all parties to this Action and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Agreement. The Court shall also retain exclusive 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. From and after the entry of the Preliminary Approval Order, all Class Members who have not opted out are barred and enjoined from filing, commencing, continuing, prosecuting, intervening in, or participating as class members in any other suit, action, proceeding, case, controversy, or dispute in any jurisdiction against any or all of the Released Parties based on or relating to the Agreement or the matters, claims, or causes of action, or the facts and circumstances relating thereto in this Action, that are to be released upon entry of the Final Order and Judgment pursuant to the Agreement, except as required by law or as required to effectuate this Agreement. Furthermore, all persons are enjoined from filing, commencing, prosecuting, litigating, or continuing a lawsuit in any jurisdiction on behalf of Settlement Class Members who have not timely excluded themselves, that is based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action.

127. Extensions of Time. The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement without further notice (subject to Court approval as to Court dates).

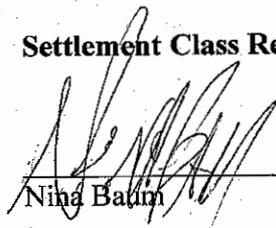
128. No Government Third-Party Rights or Beneficiaries. No government agency or official (in their official capacity) can claim any rights under this Agreement.

129. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Final Order and Judgment is entered.

Signatures on the following page

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to this Agreement.

Settlement Class Representatives:



Nina Baum

Date: 10/19/25

Michael Kakish

Date: _____

Alexandra Auli

Date: _____

John Niessing

Date: _____

Natasha Waiters

Date: _____

IN WITNESS WHEREOF, the Parties have herby accepted and agreed to this Agreement.

Settlement Class Representatives:

Nina Baum Date: _____



Michael Kakish Date: 10 / 16 / 2025

Alexandra Auli Date: _____

John Niessing Date: _____

Natasha Waiters Date: _____

IN WITNESS WHEREOF, the Parties have herby accepted and agreed to this Agreement.

Settlement Class Representatives:

Nina Baum Date: _____

Michael Kakish Date: _____

Alexandra Auli

Alexandra Auli Date: 10/15/2025

John Niessing Date: _____

Natasha Waiters Date: _____

IN WITNESS WHEREOF, the Parties have herby accepted and agreed to this Agreement.

Plaintiffs:

Nina Baum Date: _____

Michael Kakish Date: _____

Alexandra Auli Date: _____

John Niessing

John Niessing Date: 10/09/2025

Natasha Waiters Date: _____

Dawn Fitzsimmons Date: _____

Karen Parpounas Date: _____

Defendant:

Long Island Plastic Surgical Group P.C. Date: _____

IN WITNESS WHEREOF, the Parties have herby accepted and agreed to this Agreement.

Plaintiffs:

Nina Baum Date: _____

Michael Kakish Date: _____

Alexandra Auli Date: _____

John Niessing Date: _____



Natasha Waiters Date: 10 / 08 / 2025

Dawn Fitzsimmons Date: _____

Karen Parpounas Date: _____

Defendant:

Long Island Plastic Surgical Group P.C. Date: _____

IN WITNESS WHEREOF, the Parties have herby accepted and agreed to this Agreement.

Settlement Class Representatives:

Nina Baum Date: _____

Michael Kakish Date: _____

Alexandra Auli Date: _____

John Niessing Date: _____

Natasha Waiters Date: _____



Dawn Fitzsimmons Date: 11 / 06 / 2025

Karen Parpounas Date: _____

Stefania Panuccio Date: _____

IN WITNESS WHEREOF, the Parties have herby accepted and agreed to this Agreement.

Plaintiffs:

Nina Baum Date: _____

Michael Kakish Date: _____

Alexandra Auli Date: _____

John Niessing Date: _____

Natasha Waiters Date: _____

Dawn Fitzsimmons Date: _____



Karen Parpounas (Oct 10, 2025 10:59:57 EDT) Date: 10/10/2025

Karen Parpounas

Defendant:

Long Island Plastic Surgical Group P.C. Date: _____

Dawn Fitzsimmons

Date: _____

Karen Parpounas

Date: _____



Stefania Panuccio (Oct 22, 2025 16:41:14 EDT)

Stefania Panuccio

Date: 10/23/2025

Defendant:

Long Island Plastic Surgical Group P.C.

Date: _____

Class Counsel:

Jeff Ostrow

Date: _____

Israel David

Date: _____

Counsel for LIPSG:

Ryan P. Blaney

Date: _____

Dawn Fitzsimmons

Date: _____

Karen Parpounas

Date: _____

Stefania Panuccio

Date: _____

Defendant:

Long Island Plastic Surgical Group P.C.

Date: _____

Class Counsel:

Jeff Ostrow

Jeff Ostrow

Date: 10/20/2025

Israel David

Date: _____

Counsel for LIPSG:

Ryan P. Blaney

Date: _____

Dawn Fitzsimmons

Date: _____

Karen Parpounas

Date: _____

Stefania Panuccio

Date: _____

Defendant:

Long Island Plastic Surgical Group P.C.

Date: _____

Class Counsel:

Jeff Ostrow

Date: _____

Israel David

Israel David

Date: 10/15/2025

Counsel for LIPSG:

Ryan P. Blaney

Date: _____

Defendant:



Long Island Plastic Surgical Group P.C.
Tommaso Addona, MD
President
Class Counsel:

Date: 11/5/25

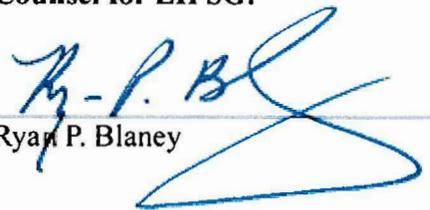
Jeff Ostrow

Date: _____

Israel David

Date: _____

Counsel for LIPSG:



Ryan P. Blaney

Date: 11/5/25

— EXHIBIT 1 —

Claim Forms must be submitted online or mailed postmarked no later than: **DEADLINE**

Baum, et al. v. Long Island Plastic Surgical Group, P.C.,
Index No. 618453/2024 (Sup. Ct., Nassau Cty.)

**CLAIM FORM FOR LONG ISLAND PLASTIC
SURGICAL GROUP, P.C., CYBERSECURITY
INCIDENT SETTLEMENT BENEFITS**

**LIPSG
CLAIM**

**USE THIS FORM TO MAKE A CLAIM FOR DOCUMENTED MONETARY LOSS PAYMENTS, OR
ALTERNATIVE PRO RATA CASH PAYMENTS, AND ADDITIONAL CASH PAYMENTS;**

The DEADLINE to submit this Claim Form is: **Month Day, 2025**
Claim Forms must be postmarked or filed electronically by that date

I. GENERAL INSTRUCTIONS

You are a Member of the Settlement Class if you are an individual residing in the United States whose Personal Information was accessed by an unauthorized person during the cybersecurity incident that affected Long Island Plastic Surgical Group, P.C.'s ("LIPSG") computer systems on or about January 4, 2024 (the "Cybersecurity Incident").

As a Settlement Class Member, you are eligible to make a claim for:

Either:

(1) up to a \$5,000 cash payment for reimbursement of Documented Monetary Losses that are supported by reasonable documentation and determined by the Settlement Administrator to be fairly traceable to the Cybersecurity Incident;

OR

(2) an Alternative Pro Rata Cash Payment, the exact amount of which will be 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.

AND

If you are a Settlement Class Member who had their clinical photographs compromised in the Cybersecurity Incident you are eligible to submit a claim for an Additional Cash Payment of up to \$1,000,00. 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. Eligibility will be determined by the Settlement Administrator in consultation with Class Counsel and Defendant's Counsel.

This Claim Form should be completed by the individual who received a notification from LIPSG, or someone legally authorized to act on behalf of the individual who received a notification from LIPSG.

This Claim Form may be submitted online at www.xxxxxxxxx.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Epiq Class Action Claims & Solutions, Inc.

PO Box XXXXXX
XXXXXXXX

VI. Additional Cash Payment

If your clinical photographs were compromised in the Cybersecurity Incident and you wish to receive payment, you must check off the box for this section. If you are eligible to receive an Additional Cash Payment you may do so in addition to your selection of reimbursement of Documented Monetary Losses or Alternative Pro Rata Cash Payment. Validation of eligibility for an Additional Cash Payment shall be made by the Settlement Administrator in consultation with Class Counsel and Defendant's Counsel.

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

- PayPal** - Enter your PayPal email address: _____
- Venmo** - Enter the mobile number associated with your account: ____ - ____ - ____
- Zelle** - Enter the mobile number or email address associated with your account: _____
- Virtual Prepaid Card** - Enter your email address: _____
- Physical Check** - Payment will be mailed to the address provided in Section II above.

VIII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a Claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the state of New York that the foregoing is true and correct. I understand that this Claim Form may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim Form or additional information from me. I also understand that all Settlement benefits are subject to the availability of Settlement Funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature:

Date: _____

Print Name

IX. ATTESTATION (REQUIRED FOR DOCUMENTED MONETARY LOSS CLAIMS ONLY)

I, _____, declare that I suffered the Documented Monetary Losses claimed above.
[Name]

I attest that the Documented Monetary Losses claimed above are accurate and were not otherwise reimbursed.

I declare under penalty of perjury under the laws of New York that the foregoing is true and correct. Executed on _____, in _____, _____.
[Date] [City] [State]

Questions? Go to www.xxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

[Signature]

X. HOW YOU WILL RECEIVE YOUR PAYMENT

If you submitted an Approved Claim for a Settlement benefit in this Claim Form, after the Settlement is approved, you will receive payment in accordance with your selection in Section VII. If you select payment via PayPal, Venmo, or Zelle, payment will be automatic. If you select payment via Virtual Prepaid Card, an email will be sent from [email address] to the email address you provided on this Claim Form, providing a Virtual Prepaid Card. Please ensure you have provided a current and complete email address. If you select Physical Check, a check will be mailed to the address you provide in Section II. Please ensure that you have provided a current and complete mailing address.

Questions? Go to www.xxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

— EXHIBIT 2 —

**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-XXX-XXX-XXXX o visitar nuestro sitio web www.XXXX.com

- A consolidated 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 \$2,600,000.00 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 notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DEADLINE	The only way you can receive payment is if you submit a valid claim form.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE	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.
OBJECT TO THE SETTLEMENT BY: DEADLINE	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.
GO TO THE FINAL APPROVAL HEARING DATE	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.

DO NOTHING	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.
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- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.XXXXXXXXXXXXXXXXXX.com, or call 1-XXX-XXX-XXXX.
- 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, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this 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. Several identical class action lawsuits were filed against Defendant which are included in this global 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 www.xxxxxxxxxx.com, or call the Settlement Administrator’s toll-free number at 1-XXX-XXX-XXXX.

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 \$5,000.00 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 \$1,000.00. 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 \$5,000.00. 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 \$1,000.00. 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 \$2,600,000.00 Settlement Fund, plus reasonable costs and expenses incurred by attorneys for the class, and Service Awards of up to \$3,500.00 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 \$2,600,000.00 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, settlers, 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 www.XXXXXXX.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 www.XXXXXXXXXXXXXXXXXX.com, or you may request one by mail by calling **1-XXX-XXX-XXXX**. Claim Forms will also be provided to Settlement Class Members by First Class U.S. 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 **Month Day, 2025** to:

Epiq Class Action Claims & Solutions, Inc.

**Attn: Claims
Address**

13. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **Month Day, 2025**. Claim Forms may be submitted online at www.XXXXXXX.com or printed from the 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 U.S. Mail for Settlement Class Members for whom the Settlement Administrator has a valid address. Claim Forms are also available by calling **1-XXX-XXX-XXXX** or by writing to the Settlement Administrator at **[Address]**. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please email the Settlement Administrator at **[email address]** to obtain it.

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 **Month Day, 2025**. 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 U.S. Mail.

The approval process may take time. Please be patient and check www.XXXXXXXXXX.com for updates.

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

None of the money in the \$2,600,000.00 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 them attorneys’ fees up to a maximum of 35% of the \$2,600,000.00 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 www.xxxxxxxxx.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-XXX-XXX-XXXX.

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 **[Month Day, 2025 – Opt-Out Deadline]**.

Settlement Administrator mailing address

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 **Month Day, 2025**.

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 at **: .m. on Month , 2025**, 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 **X**). 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 Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement please see the Settlement Agreement available at www.xxxxxxxx.com, or by contacting Class Counsel (see below).

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

Gary M. Klinger, Milberg Coleman Bryson Phillips Grossman, PLLC, gklinger@milberg.com, 866-252-0878

Jeff Ostrow, Kopelowitz Ostrow, ostrow@kolawyers.com, 954-525-4100

Raina Borrelli, Strauss Borrelli PLLC, raina@straussborrelli.com, 872-263-1100

Israel David, Israel David LLC, israel.david@davidllc.com, 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.***

— EXHIBIT 3 —

Court Approved Legal Notice
*Baum, et al. v. Long Island Plastic
Surgical Group, P.C.*
Index No. 618453/2024
Supreme Court of New York

*Long Island Plastic Surgical Group, P.C. Settlement
Settlement Administrator*
[Address]

*The New York State Supreme Court has
authorized this Notice.*

This is not a solicitation from a lawyer.

www.xxxxxxxx.com
1-XXX-XXX-XXXX

**Para una notificación en Español, llamar
1-888-888-8888 o visitar nuestro sitio
web**

www.xxxxx.com.

More information: Complete information
about your rights and options, as well as
the Claim Form, the Long Form Notice, and
Settlement Agreement are available at
www.xxxxx.com or by calling toll free 1-
XXX-XXX-XXXX

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A global 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 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.

Who is Included? LIPSG's records show you are an individual whose Personal Information was potentially impacted by the Cybersecurity Incident, and who was mailed a notification of the Cybersecurity Incident on or about October 4, 2024. Therefore, you are included in this Settlement as a "Settlement Class Member."

What does the Settlement Provide? The Settlement establishes a \$2,600,000.00 Settlement Fund to be used to pay for (1) Payments to Settlement Class Members; (2) Administration and Notice Costs; (3) Fee Award and Expenses; and (4) Service Awards. LIPSG has also agreed to undertake certain information security improvements and business changes intended to strengthen LIPSG's data and information security. There are three types of payments available to people who submit valid Claim Forms. Settlement Class Members may submit a Claim Form for 1) up to \$5,000.00 for reimbursement of Documented Monetary Losses fairly traceable to the Cybersecurity Incident, or 2) an Alternative Pro Rata Cash Payment at an amount to be determined 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, 3) Settlement Class Members who had their clinical photographs compromised in the Cybersecurity Incident may submit a claim for an Additional Cash Payment of up to \$1,000.00, 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.

How To Get Benefits: To get a Claim Form, visit the Settlement website (www.XXXXXX.com) or call 1-XXX-XXX-XXXX. The claim deadline is **Month Day, 2025**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month Day, 2025**. If you do not exclude yourself, you will release any claims you may have against LIPSG or the Released Parties (as defined in the Settlement Agreement) related to the Cybersecurity Incident, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **Month Day, 2025**.

The Final Approval Hearing: The Court has scheduled a hearing in this case (*Baum, et al. v. Long Island Plastic Surgical Group, P.C.*, Index No. 618453/2024) for **Month Day, 2025** at New York State Supreme Court, 100 Supreme Court Drive, Mineola, New York 11501, to consider: whether to approve the Settlement, Fee Award and Expenses, Service Awards, as well as any objections. You may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely. Please check the Settlement Website for those details.

For more information, please visit www.XXXXX.com, or call toll-free 1-XXX-XXX-XXXX.

— EXHIBIT 4 —

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

NINA BAUM, MICHAEL KAKISH,
ALEXANDRA AULI, JOHN NIESSING,
NATASHA WAITERS, DAWN
FITZSIMONS, and KAREN PARPOUNAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

LONG ISLAND PLASTIC SURGICAL
GROUP P.C.,

Defendant.

Index No. 618453/2024

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs Unopposed Motion for Preliminary Approval of Class Settlement Agreement. Plaintiffs Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimons, and Karen Parpounas, (“Plaintiffs”), individually and on behalf of the proposed Settlement Class, and Defendant Long Island Plastic Surgical Group, P.C. (“LIPSG” or “Defendant”), have entered into a Settlement Agreement (the “Settlement Agreement”).

Having reviewed the motion, the Settlement Agreement,¹ and all exhibits attached thereto, and the record in this case, and for good cause shown:

¹ Unless otherwise indicated, capitalized terms used in this Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as in the Settlement Agreement.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901(a)(1)-(5) and 902, the Court preliminarily certifies the Settlement Class in this matter defined as follows:

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.

Excluded from the Settlement Class are the judges presiding over this Action and members of their direct families, and Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Court preliminarily finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable; (2) there are questions of law or fact common to the Settlement Class which predominate over any questions affecting only individual Settlement class members; (3) the claims or defenses of the Settlement Class Representatives are typical of the claims or defenses of the Settlement Class; (4) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class; (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The Court preliminarily finds that the Settlement is supported by the N.Y. C.P.L.R. Ch. 8, Art. 9, § 902 factors and the *Colt* factors. The Court preliminarily finds that the Settlement fair, reasonable, adequate, and in the best interests of the class.

2. **Settlement Class Representatives and Settlement Class Counsel.** Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimons, Karen Parpounas, and Stefania Panuccio are hereby preliminarily designated and appointed as the

Settlement Class Representatives. The Court preliminarily finds that the Settlement Class Representatives are similarly situated to absent Settlement Class Members and, therefore, typical of the Class and that they will be adequate Settlement Class Representatives. The Court finds that the following counsel is experienced and adequate counsel and is hereby preliminarily designated as Class Counsel: Milberg Coleman Bryson Phillips Grossman PLLC, Kopelowitz Ostrow PA, Strauss Borrelli PLLC, and Israel David LLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class to warrant providing Notice of the Settlement to the Settlement Class and accordingly, is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____ in the Supreme Court of the State of New York, Nassau County, 100 Supreme Court Drive, Mineola, New York 11501, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901(a)(1)-(5); (b) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, § 908; (c) the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (except those who have made timely and valid requests for exclusion from the Settlement) should be bound by the Releases set forth in the Settlement

Agreement; and (e) Plaintiffs' Motion for Fee Award and Expenses, and Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Epiq Class Action Claims & Solutions, Inc. as the Settlement Administrator, with responsibility for the Notice Plan and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All costs associated with the Notice Plan shall be paid from the Settlement Fund. LIPSG shall disclose the necessary names and mailing addresses to the Settlement Administrator for purposes of the Notice Plan and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. The Settlement Administrator shall maintain any names and mailing addresses obtained from LIPSG in the course of the class notification and claims administration process securely and confidentially and shall use such information solely for purposes of effecting class notice and claims administration under the Settlement Agreement.

7. **Notice.** The proposed Notice Plan set forth in the Settlement Agreement, including the Claim Form, Short Notice, and Long Notice, which are attached to the Settlement Agreement as **Exhibits 1-3**, respectively, satisfy the requirements of N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908 and constitute reasonable notice of the Action and Settlement and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and LIPSG are directed to carry out the Notice Plan in conformance with the Settlement Agreement.

Within thirty (30) days from the date of this Order (the "Notice Date"), the Settlement Administrator and LIPSG shall initiate the Notice Plan, which shall be completed in the manner set forth in the Settlement Agreement.

8. **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described herein and in the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908. Specifically, the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Moreover, the Notice is clear and straightforward: it apprises Settlement Class Members of the pendency of the Action; describes the essential terms of the Settlement; defines the Settlement Class; clearly describes the options available to the Settlement Class and the deadlines for taking action; explains procedures for making claims, objections, or requesting exclusion; provides information that will enable Settlement Class Members to calculate their individual recovery; discloses the Plaintiffs' requested Fee Award and Expenses, Service Awards; describes the date, time, and place of the Final Approval Hearing; and prominently displays the address and phone number of Class Counsel. Finally, direct mailing, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Plan meets all applicable requirements of law pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than thirty (30) days before the initial scheduled Final Approval (the "Opt-Out Deadline"). The written notification must include all of the information required by the Settlement Agreement. The Settlement Administrator shall provide the Court and the Parties'

Counsel with a list identifying each Settlement Class Member who submitted a request for exclusion together with copies of the requests for exclusion and a declaration attesting to the completeness and accuracy thereof, no later than five (5) days after the Opt-Out Deadline.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written request for exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit timely, valid written requests for exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Fee Award and Expenses, and Service Awards for the Settlement Class Representatives.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (i) filed with the Court or (ii) mailed to the Settlement Administrator and the Parties' Counsel no later 30 days before the initial scheduled Final Approval Hearing. For an objection to be considered by the Court, the Objection must also include all of the information required by the Settlement Agreement.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Preliminary Approval Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement, if the Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written Objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, or the requested Fee Award and Expenses, and Service Awards for Settlement Class Representatives.

If the Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, and Plaintiffs' Fee Award and Expenses, and/or Service Awards.

11. **Claims Process and Allocation Plan.** Class Counsel and LIPSG have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for distribution of the Settlement consideration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Long Notice and Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a Claim in accordance with the requirements and procedures specified in the Long Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Preliminary Approval 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 existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against LIPSG of any fault, wrongdoing, breach, liability, or the certifiability of any Class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the

relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Action or in any other Action.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

<u>EVENT</u>	<u>DATE</u>
Notice Date	30 days after Preliminary Approval
Deadline for Settlement Class Members to Object to Settlement	30 days before the initial scheduled Final Approval Hearing
Deadline for Settlement Class Members to Opt-Out of Settlement	30 days before the initial scheduled Final Approval Hearing
Deadline for Plaintiffs to File Motion for Final Approval and for Fee Award and Expenses, and Service Awards	45 days prior to Final Approval Hearing
Deadline for Settlement Class Members to Submit Claim Forms (Electronically or Postmarked by Mail)	15 days before the initial scheduled Final Approval Hearing
<u>Final Approval Hearing</u>	No earlier than 120 days after Preliminary Approval Order

IT SO ORDERED THIS _____ DAY OF _____.

— EXHIBIT 5 —

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

NINA BAUM, MICHAEL KAKISH,
ALEXANDRA AULI, JOHN NIESSING,
NATASHA WAITERS, DAWN
FITZSIMONS, and KAREN PARPOUNAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

LONG ISLAND PLASTIC SURGICAL
GROUP P.C.,

Defendant.

Index No. 618453/2024

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"). Plaintiffs Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimons, and Karen Parpounas, ("Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant Long Island Plastic Surgical Group, P.C. ("LIPSG" or "Defendant"), have entered into a Settlement Agreement (the "Settlement Agreement").

This Court has jurisdiction over all claims in this Action and all Parties hereto. Having reviewed and considered the Settlement Agreement, the Motion for Final Approval of the Class Action Settlement, and the Motion for Fee Award and Expenses, and Service Awards, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth

below approving the Settlement upon the terms and conditions set forth in this Final Approval Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action Settlement; and

THE COURT being required under NY CPLR § 901 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affirmations filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and oral arguments presented to the Court;

IT IS ON _____ ORDERED that:

1. The Settlement involves allegations in Plaintiffs' Amended Complaint involving a Cybersecurity Incident suffered by LIPSG. Plaintiffs claim that LIPSG failed to safeguard and protect the personally identifiable information and/or protected health information (collectively, "Personal Information") of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the Settlement Class. LIPSG does not admit any liability, that it violated any law, or that the Cybersecurity Incident was the result of any wrongdoing, negligence, or fault by LIPSG.
2. The Settlement does not constitute an admission of liability by LIPSG, and the Court expressly does not make any finding of liability or wrongdoing by LIPSG.
3. Unless otherwise noted, capitalized terms in this Order have the same meaning as set forth in the Settlement Agreement.

4. On _____, the Court entered an Order (the “Preliminary Approval Order”) which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Plan set forth in the Settlement Agreement; (b) preliminarily certified a class in this matter for settlement purposes only, including defining the class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Class Counsel; (c) preliminarily approved the Settlement; (d); set deadlines for Opt-Outs and Objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to NY CPLR §§ 901 and 902 for settlement purposes only, the Court certified the Settlement Class, defined as follows: “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.” Excluded from the Settlement Class are the judges presiding over this Action and members of their direct families, and Settlement Class Members who submitted a valid Request for Exclusion prior to the Opt-Out Deadline.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the Settlement is fair, reasonable, and adequate and meets the requirements of NY CPLR §§ 901 and 902. The Settlement Agreement, attached to the Motion for Preliminary Approval of Class Action Settlement is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

7. The terms of the Settlement Agreement are fair, reasonable, adequate, and are in the best interests of the Settlement Class, and are hereby approved, adopted, and incorporated by the Court. The Parties, Parties' Counsel, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing and the Motion for Final Approval of the Class Action Settlement and the Motion for Fee Award and Expenses, and Service Awards has been provided to Settlement Class Members as directed by this Court's Orders, and an affirmation of the Settlement Administrator's compliance with the Notice Plan has been filed with the Court.

9. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of NY CPLR § 901. Pursuant to the Settlement Agreement and the Preliminary Approval Order, Epiq, as the Settlement Administrator, provided Notice to Settlement Class Members in compliance with the Settlement Agreement, the Notice Plan, due process, and NY CPLR § 901.

10. The Court finds that the Settlement Administrator's Notice fully and accurately informed Settlement Class Members about the Action and the existence and terms of the Settlement Agreement; advised Settlement Class Members of all terms of the Settlement; advised Settlement Class Members of their right to request exclusion from the Settlement and provided sufficient information so Settlement Class Members were able to decide whether to accept the benefits offered, Opt-Out and pursue their own remedies, or Object to the proposed Settlement; provided procedures for Settlement Class Members to file written Objections to the proposed

Settlement, to appear at the Final Approval Hearing, and to state Objections to the proposed Settlement; and provided the time, date, and place of the Final Approval Hearing.

11. The Court reviewed Plaintiffs' Motion for Final Approval of the Class Action Settlement and Motion for Fee Award and Expenses, and Service Awards and all supporting materials, including but not limited to the Settlement Agreement.

12. In total, the number of Settlement Class Members that objected to the Settlement was _____. Having considered the objections (if any), the Court hereby overrules the objections (if any). All persons who did not Object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have waived any Objections, including but not limited to by appeal, collateral attack, or otherwise.

13. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of Settlement Class Members. The Settlement Agreement 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 risks inherent in litigating this Action, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

14. The Court finally and unconditionally grants approval of the Settlement Agreement in full. This Final Approval Order and Judgment shall have a res judicata effect and bar the Plaintiffs and each Settlement Class Member who did not timely Opt-Out from bringing any action

against LIPSG or the Released Parties asserting any of the Released Claims as provided in the Settlement Agreement.

15. The Court incorporates its conclusions in the Preliminary Approval Order regarding the satisfaction of NY CPLR §§ 901–902. Because the Settlement Class is certified solely for purposes of Settlement, the Court need not address any issues of manageability for litigation purposes.

16. The Court grants final approval of the appointment of Plaintiffs Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waites, Dawn Fitzsimons, Karen Parpounas, and Stefania Panuccio as the Settlement Class Representatives and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

17. The Court grants final approval of the appointment of Milberg Coleman Bryson Phillips Grossman PLLC, Kopelowitz Ostrow PA, Strauss Borrelli PLLC, and Israel David LLC as Class Counsel.

18. The Court awards \$3,500 to each of the Settlement Class Representatives as Service Awards. The Court finds these amounts are justified by their service to the Settlement Class. Payment shall be made pursuant to the procedures set forth in the Settlement Agreement.

19. The Court awards Class Counsel the requested percentage of the Settlement Fund plus the reimbursement of the requested litigation costs. The Court finds these amounts to be fair and reasonable. Payment shall be made pursuant to the procedures set forth in the Settlement Agreement.

20. Pursuant to the Settlement Agreement, LIPSG, and the Settlement Administrator, shall implement the Settlement in the manner and time frame as set forth therein.

21. Pursuant to Settlement Agreement, and upon the Effective Date, Plaintiffs and Settlement Class Members shall have released all Released Claims (including Unknown Claims) against LIPSG and all Released Parties as set forth in the Settlement Agreement.

22. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, Plaintiffs and each Settlement Class Member (collectively and individually, the “Releasing Parties”) will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

23. All costs of the settlement, including all payments to Settlement Class Members, costs of Administration and Notice, Fee Award and Expenses, and Service Awards shall be paid in accordance with the terms of the Settlement Agreement.

24. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against LIPSG of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the litigation.

25. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by LIPSG or the Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

26. If the Effective Date does not occur for any reason, (i) the Final Approval Order and Judgment and all of its provisions will be vacated, including, but not limited to the Fee Award and Expenses, and Service Awards, (ii) the Final Approval Order and Judgment will not waive, release, or otherwise impact the Parties' rights or arguments in any respect, and (iii) the Action will revert to the status that existed before the Settlement Agreement's execution date.

27. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation, interpretation, implementation, and enforcement of the Settlement Agreement.

28. This Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

IT SO ORDERED THIS _____ DAY OF _____.
