

ELIO LEPORE, RONALD SIGNORINO,
DAVID BERMAN, RICHARD WEISS,
CHARLES ZISS, and MARYANN
JOYCE, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

AFFILIATED DERMATOLOGISTS &
DERMATOLOGIC SURGEONS, P.A.,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Case No. MRS-L-001091-24

**PLAINTIFFS' NOTICE OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

CLASS ACTION

FILED

DEC 18 2025

Vijayant Pawar, J.S.C.

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

THIS MATTER having been brought before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed by Plaintiffs;¹ and the Court having considered the terms and conditions of the Settlement Agreement; and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendant:

IT IS ON THIS 18 DAY OF Dec, 2025 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;
2. The terms of the Parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and

¹ All capitalized terms that are not otherwise defined herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

adequate, within the range of reasonableness and the Notice of the proposed Settlement should be disseminated as provided in the Settlement Agreement;

3. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

All living individuals in the United States whose Private Information was implicated in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

4. The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of Rule 4:32-1, *et seq.* of the New Jersey Rules of Court are satisfied, and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under R. 4:32-1 are present. The Settlement Class Members are identifiable and too numerous to be joined. Common questions of law and fact as to all Settlement Class Members predominate over individual issues, and should be resolved in one proceeding with respect to all Settlement Class Members. The Class Representatives' claims are typical of those of the Settlement Class Members. The class action mechanism is superior to alternative means for adjudicating and resolving this action;

5. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiffs Elio Lepore, Ronald Signorino, Richard Weiss, Charles Ziss, and Maryann Joyce are adequate Class Representatives for the Settlement Class;

6. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that the following attorneys are appointed Class Counsel for the Settlement Class: Andrew W. Ferich of Ahdoot & Wolfson, PC, Mariya Weekes of Milberg

Coleman Bryson Phillips & Grossman PLLC, Kristen Lake Cardoso of Kopelowitz Ostrow P.A., and Marc H. Edelson of Edelson Lechtzin LLP;

7. The Court approves the Notice Program, including the Claim Form, Email Notice, Long Form Notice, and Postcard Notice attached to the Settlement Agreement as Exhibits 1-4, respectively. The Notice to be provided is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities effected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of R.4:32-2(b) of the New Jersey Court Rules, due process, the Constitution of the United States, the laws of New Jersey and all other applicable laws. The Notice is accurate, objective, informative, and provides the Settlement Class with all the information necessary to make an informed decision regarding their participation in the Settlement and its fairness. The Court also approves the manner and timing of the Notice to the Settlement Class as set forth in Section VII of the Settlement Agreement, and hereby orders that the notice to the Settlement Class shall be effected in accordance with the Settlement Agreement. Consistent with paragraph 74 of the Settlement Agreement, the Notice commencement date shall be 20 days following entry of this Preliminary Approval Order (i.e., 12/18/25, 2025);

8. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, this conditional certification of the Settlement Class shall be void. The Defendant has reserved all rights to oppose any and all future class certification motions on any grounds. Similarly, Plaintiffs reserve all rights, including the right to move for any and all future class certification and/or to continue with the litigation;

9. Epiq Class Action and Claims Solutions, Inc. is hereby confirmed and appointed as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order. All costs incurred in notifying the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement;

10. Any Class Member who wishes to object to the Settlement, the Settlement's benefits, Service Awards, and/or attorneys' fees and costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final judgment should not be entered thereon, why the Settlement benefits should not be approved, or why the Service Awards and/or the attorneys' fees and costs should not be granted, may do so, but must proceed as set forth in paragraphs 81-82 of the Settlement Agreement;

11. Specifically, and per the Settlement Agreement, objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, which is 30 days before the initial date set for the Final Approval Hearing, (i.e., 3/2/26, ~~202~~), as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

For an objection to be considered by the Court, the objection must also set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient);

12. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials

the Class Member or other person wishes the Court to consider on or before 30 days before the initial date set for the Final Approval Hearing, (i.e., 3/2/26, ~~202~~). Any Settlement Class Member who does not submit a timely, written objection or who does not comply with the procedures set forth in this Order will be deemed to have waived all such objections and will, therefore, be bound by all proceedings, order and judgments in the Action, which will be preclusive in all pending or future lawsuits or other proceedings;

13. Any objector obtaining access to materials and/or information designated and/or deemed confidential must obtain leave of court and must agree to be bound by a confidentiality agreement and by all protective orders entered in this action;

14. A Settlement Class member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline, which is also 30 days before the initial date set for the Final Approval Hearing, (i.e., 3/2/26, ~~202~~), by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim;

15. Defendant's counsel and Class Counsel are authorized to use and disclose such information as is contemplated and necessary to effectuate the terms and conditions of the Settlement Agreement and to protect the confidentiality of the names and addresses of the members of the Settlement Class and other confidential information pursuant to the terms of this Order;

16. On March 2, 2026 at 10 a.m p.m., a Final Approval Hearing will be held before the Honorable Pawan in Courtroom 205 of the Morris County Courthouse. The date and time of the Final Approval Hearing may, from time to time and without further direct notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court. Any changes to the Final Approval Hearing will be posted on the Settlement Website; and

17. Neither this Preliminary Approval Order, nor the Settlement Agreement, nor any other Settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendant as to the validity of any claim that has been or could have been asserted against them or as to any liability by them as to any matter set forth in this order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed Settlement.

18. All proceedings and deadlines in this litigation are STAYED in light of the proposed Settlement.

19. In the event the Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims (including Released Claims) and arguments thereto against Defendant and any other Released Parties, and Defendant and any other Released Parties shall retain any and all of their

current defenses and arguments thereto. The litigation shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed. In such event, any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

20. The Motion for Preliminary Approval of the proposed Settlement is hereby **GRANTED**.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: 12/18/25

Hon. Vijayant Pawar, J.S.C.

____ OPPOSED

X UNOPPOSED

This motion is unopposed. Based on the review of all submissions, the court finds that all requirements under R. 4:32-1 have been met to establish class certification. The court also finds that there were substantial negotiations, mediation, and discovery which allowed for an informed decision on the settlement and finds that preliminary approval of the settlement is appropriate. There are no obvious deficiencies, the settlement does not improperly favor any subclass or the named plaintiffs and the settlement appears to be non-collusive, fair, reasonable and adequate. The Order also lays about appropriate framework for adequate notices to class members and sufficient opt-out period provisions consistent with due process standards.