Exhibit 1

ELIO LEPORE, RONALD SIGNORINO, DAVID BERMAN, RICHARD WEISS, CHARLES ZISS, and MARYANN JOYCE, individually and on behalf of all others similarly situated, Plaintiffs, v. AFFILIATED DERMATOLOGISTS & DERMATOLOGIC SURGEONS, P.A., Defendant.	**SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MORRIS COUNTY** Case No. MRS-L-001091-24 JURY TRIAL DEMANDED

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a dermatology practice located in Morristown, New Jersey.

2. As part of its operations, Defendant collects and maintains the Private Information of its patients, employees, and other individuals.

3. On or about March 5, 2024, Defendant became aware of a cybersecurity incident that occurred between December 19, 2023 and March 5, 2024, wherein an unauthorized third party obtained access to Defendant's computer network and potentially had access to the Private Information of approximately 373,630 individuals.

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

4. On or about May 23, 2024, Defendant began sending notification letters to those individuals.

5. Following news of the incident, beginning in late May 2024, multiple class actions were filed in this Court and the United States District Court for the District of New Jersey. All cases before the District of New Jersey were subsequently voluntarily dismissed. Plaintiffs filed a motion to consolidate the multiple actions pending before this Court and appoint Class Counsel, which was granted on September 27, 2024. On October 7, 2024, Plaintiffs filed the consolidated complaint. On November 6, 2024, Defendant filed a motion to dismiss. After briefing was completed, a hearing on the motion was held, and on April 25, 2025, the Court granted in part and denied in part the motion to dismiss, permitting certain of Plaintiffs' claims to proceed.

6. Shortly thereafter, to conserve resources for the benefit of those who may have been impacted in the Data Incident, the Parties began discussing settlement.

7. In connection with their settlement discussions, Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

8. On August 8, 2025, the Parties attended an all-day mediation with Steven Jaffe of Upchurch Watson White & Max, a highly experienced mediator in the data breach space.

9. After hard fought, arm's-length negotiations between experienced counsel, at the end of the mediation, the Parties were able to reach an agreement on many of the material terms of the Settlement.

10. After many weeks of additional negotiations, the Parties were able to finalize the Settlement Agreement.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

12. "**Action**" means the class action lawsuit entitled: *Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.*, Case No. MRS-L-001091-24 pending in the Superior Court of New Jersey, Morris County.

13. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

14. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees, reimbursement for costs, and for Service Awards for the Class Representatives.

15. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

16. "**Cash Payment A – Documented Losses**" means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement, as further described in paragraph 60(a).

17. "**Cash Payment B – Alternate Cash**" means the set cash payment that Settlement Class Members may elect under the Settlement, as further described in paragraph 60(b).

18. "**Claim**" means the submission of a Claim Form by a Claimant.

19. "**Claimant**" means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

20. "**Claim Form**" means the claim form, substantially in the form attached hereto as Exhibit 1, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

21. "**Claim Form Deadline**" shall be 15 days before the initial date set for the Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

22. "**Claim Process**" means the process by which Claimants submit Claims to the

Settlement Administrator and the Settlement Administrator reviews the Claims to determine which ones are Valid Claims.

23. "**Class Counsel**" means: 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.

24. "**Class List**" means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records. The Class List shall include all known contact information for the Settlement Class Members, including full names, current addresses, email addresses, and last known telephone numbers.

25. "**Class Representatives**" means the Plaintiffs who sign the Settlement Agreement.

26. "**Complaint**" means the Consolidated Class Action Complaint filed by Plaintiffs in this Action on October 7, 2024.

27. "**Credit Monitoring and Insurance Services"** or **"CMIS"** mean the credit monitoring and insurance services to be provided to participating Settlement Class Members, as further described in paragraph 61.

28. "**Court**" means the Superior Court of New Jersey, and the Judge(s) assigned to the Action.

29. "**Data Incident**" means the potential unauthorized access to Plaintiffs' and the Settlement Class Members' Private Information arising out of the unauthorized access to Defendant's network that Defendant discovered on or about March 5, 2024 that is the subject of the Complaint.

30. "**Defendant**" means the defendant in the Action, Affiliated Dermatologists &

Dermatologic Surgeons, P.A.

31. "**Defendant's Counsel**" means David M. Ross and Brian H. Myers of Wilson, Elser, Moskowitz, Edelman & Dicker LLP.

32. "**Effective Date**" means the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. "**Email Notice**" means the email form of Notice of the Settlement, substantially in the form attached hereto as Exhibit 2, that will be distributed to those Settlement Class Members for whom email addresses are maintained by Defendant.

34. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

35. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

36. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached to the Motion for Final Approval.

37. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as Exhibit 3 that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

38. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

39. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

40. "**Notice**" means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

41. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

42. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

43. "**Objection Deadline**" means 30 days before the initial date set for the Final Approval Hearing.

44. "**Opt-Out Deadline**" means 30 days before the initial date set for the Final Approval Hearing.

45. "**Party**" means either Plaintiffs or Defendant, and "**Parties**" means Plaintiffs and Defendant collectively.

46. "**Plaintiffs**" means Elio Lepore, Ronald Signorino, David Berman, Richard Weiss, Charles Ziss, and Maryann Joyce.

47. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as Exhibit 4, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

48. "**Preliminary Approval**" means the preliminary approval of the Settlement, which

occurs when the Court enters the Preliminary Approval Order.

49. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as Exhibit 5.

50. "**Private Information"** means names combined with one or more of the following: dates of birth, Social Security numbers, medical treatment information, health insurance claims information, driver's license numbers, passport numbers, and any other type of non-public personally identifiable information or protected health information.

51. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

52. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident or the claims alleged in the Action.

53. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

54. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

55. "**Service Awards**" means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by or on behalf of Defendant separate from the Settlement Class Member Benefits.

56. "**Settlement Administrator**" means Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the third-party notice and claims administrator engaged by the Parties.

57. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

58. "**Settlement Class**" means 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.

59. "**Settlement Class Member**" means any member of the Settlement Class who has not opted out of the Settlement.

60. "**Settlement Class Member Benefits**" means the CMIS and the Cash Payment that Settlement Class Members may elect in the Settlement.

61. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the

Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

62. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

63. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class

certification of any class in the Action.

IV. Settlement Consideration

64. Defendant has agreed to pay, or cause to be paid, the following: Settlement Administration Costs, Cash Payments to Settlement Class Members, Credit Monitoring and Insurance Services, Attorneys' Fees, Litigation Costs, and Service Awards.

65. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from or on behalf of Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

66. **Cash Settlement Payments.** Cash settlement payments are capped at an aggregate total of $1,000,000.00. If the total amount of approved Cash Payments exceeds $1,000,000, Cash Payments shall be reduced pro rata. Settlement Class Members may select one of the following two cash payment options:

a. **Cash Payment A – Documented Losses.** Settlement Class Members may submit a claim for a Cash Payment under this section for up to $5,000.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. Eligible losses include those incurred on or about March 5, 2024, up to the date of filing the Claim Form. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or

the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will automatically be considered as a Claim for Cash Payment B.

b. **Cash Payment B – Alternate Cash.** As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the preset amount of $40.00.

67. **Credit Monitoring and Insurance Services.** In addition to having the option to elect Cash Payment A or Cash Payment B, all Settlement Class Members will receive a code to activate three years of Credit Monitoring and Insurance Services. The CMIS services will include the following services to be provided to each Settlement Class Member: (i) up to $1 million dollars of identity theft insurance coverage; and (ii) one-bureau credit monitoring. The CMIS activation codes will be provided to all Settlement Class Members in the Notice (Email Notice or Postcard Notice). At or after the time of Final Approval, Settlement Class members may enroll in three years

of Credit Monitoring and Insurance Services using the activation code provided in the Notice. Enrollment and activation of CMIS services will be available only after the Court grants Final Approval. Settlement Class Members will not be required to submit a Claim Form to receive this Settlement benefit.

68. **Settlement Administration Costs.** Defendant shall be solely responsible for the payment of all Settlement Administration Costs. Plaintiffs, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

V. Settlement Approval

69. Within 10 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint 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 as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Epiq as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

70. The Parties agree that, subject to Court approval, Epiq shall be the Settlement

Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

71. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

72. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently

asked questions of Settlement Class Members who communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay CMIS benefits and Valid Claims for Cash Payments;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Facilitating procurement of the CMIS services and product activation codes, and distributing the activation codes to Settlement Class Members; and

m. Any other Settlement administration function at the instruction of Class

Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

73. Defendant will make available to the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

74. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

75. Settlement Class Members shall be sent an Email Notice or a Postcard Notice.

76. If Postcard Notices are sent, the Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through a national change-of-address and skip-tracing database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

77. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

78. The Email Notice or Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class;

the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

79. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

80. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline 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.

81. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice or Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. 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, 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.

82. 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 Award;

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).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VIII. Claim Form Process and Disbursement of Cash Payments

83. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

84. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

85. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

86. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

87. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the

Parties and ultimate oversight by the Court.

88. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

89. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

90. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

91. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and

Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

92. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

93. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 25 days of the invoice.

94. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the cash Settlement Class Member Benefits.

95. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement

Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

IX. Final Approval Order and Final Judgment

96. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

97. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

98. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to $2,000.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to the Settlement Administrator for onward remittance to an account designated by Class Counsel within 15 days of the Effective Date.

99. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to $815,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs award by check(s) or wire transfer(s) to the Settlement Administrator for onward remittance in a manner described in a forthcoming joint Class Counsel payment instruction within 15 days of the Effective Date.

100. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

101. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Business and Professions Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 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 also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

102. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any

Settlement Class Member Benefit, under the Settlement.

103. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

104. This Agreement shall be subject to and is expressly conditioned on the occurrence of all the following events:

a. Court approval of the Settlement consideration and releases set forth herein;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

105. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

106. Defendant shall have the right to terminate this Agreement if more than 5% of the Settlement Class opt out of the Settlement. Defendant shall notify Class Counsel of its intent to terminate this Settlement Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Deadline.

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

XIII. Effect of Termination

108. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XIV. No Admission of Liability

110. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession

of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

111. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

112. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of 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.

113. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of

any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

114. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

115. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine, or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

116. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

117. ***Cooperation of Parties***. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

118. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

119. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof.

This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

120. ***No Conflict Intended***. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

121. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of New Jersey, without regard to the principles thereof regarding choice of law.

122. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

123. ***Jurisdiction***. The Court shall retain 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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal

from the Final Approval Order.

124. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Andrew W. Ferich
Ahdoot & Wolfson, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
aferich@ahdootwolfson.com

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

Mariya Weekes
Milberg Coleman Bryson
Phillips & Grossman PLLC
201 Sevilla Avenue, Ste. 200
Coral Gables, FL 33134
mweekes@milberg.com

Marc H. Edelson
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
medelson@edelson-law.com

If to Defendant or Defendant's Counsel:

David M. Ross
Brian H. Myers
Wilson, Elser, Moskowitz, Edelman & Dicker LLP
1500 K Street, NW, Ste. 330
Washington, D.C. 20005
david.ross@wilsonelser.com
brian.myers@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of

objections, requests for exclusion, or other filings received as a result of the Notice Program.

125. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

126. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

127. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

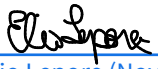
128. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

129. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if 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 as reflected in this Agreement, that will not affect or in any respect

limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

130. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS REPRESENTATIVES



Elio Lepore (Nov 5, 2025 11:05:53 EST)

ELIO LEPORE

RONALD SIGNORINO

Docusign Envelope ID: 0A900702-BF55-4041-5005-4D0EEBA8C020

CLASS REPRESENTATIVES

ELIO LEPORE

Signed by:
Ronald Signorino
7F48818489A74CF...

RONALD SIGNORINO

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

Richard Weiss (Nov 5, 2025 21:18:20 EST)

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

RICHARD WEISS

CHARLES ZISS

MaryAnn Joyce

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

Kristen Lake Cardoso
Kristen Lake Cardoso (Nov 5, 2025 09:53:30 EST)

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

/s/ Marc H. Edelson
MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

_____
RICHARD WEISS

_____
CHARLES ZISS

_____
MARYANN JOYCE

CLASS COUNSEL

_____
ANDREW W. FERICH
AHDOOT & WOLFSON, PC

_____
KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

_____
MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

_____
MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

Robert E. Lombardi Jr.
By: ROBERT E. LOMBARDI
Its CHIEF EXECUTIVE OFFICER

COUNSEL FOR DEFENDANT

DAVID M. ROSS
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

BRIAN H. MYERS
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

Exhibit 1

PLACEHOLDER0000*

Must be postmarked or submitted online NO LATER THAN Month Day, Year

Affiliated Dermatologists Data Incident
SETTLEMENT ADMINISTRATOR
P.O. BOX XXX
PORTLAND, OR 972XX-XXXX
www.xxxxxxxxx.com

***Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.,* Claim Form**
Case No. MRS-L-001091-24

GENERAL INFORMATION

If your Private Information was implicated in the Data Incident involving Affiliated Dermatologists & Dermatologic Surgeons, P.A., discovered on or about March 5, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at www.xxxxxxxxx.com. Claims must be submitted online or mailed by Month Day, Year. If you would prefer to submit by mail, please use the return address at the top of this form.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim for a Cash Payment option including the following:

1. **Cash Payment A – Documented Losses**: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $5,000 per Settlement Class Member. Supporting documentation is required.

   OR

2. **Cash Payment B – Alternate Cash Payment**: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the amount of $40.

   If the amount of timely and valid Claim Forms exceed an aggregate amount of $1 million, your Cash Payment will be subject to a pro rata (a legal term meaning equal share) reduction.

Additionally, Settlement Class Members were automatically provided with a code to enroll in and activate three years of free Credit Monitoring services after the Court grants final approval of the Settlement. The Credit Monitoring enrollment code was provided on the Notice sent to Settlement Class Members. **You may activate your free Credit Monitoring services by entering your unique code provided in the Settlement Notice.**

* * *

Please Note: The Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions, visit **www.xxxxxxxxx.com**.

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.

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

PLACEHOLDER0000*

1. NAME (REQUIRED):

First Name | MI | Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City | State | ZIP Code

3. PHONE NUMBER:

– –

4. EMAIL ADDRESS:

PLACEHOLDER0000*

Cash Payment A – Documented Losses

If you lost or spent money relating to the Data Incident and have not been reimbursed for that loss/expenses, you can receive reimbursement for up to $5,000 total. Eligible losses include those incurred on or about March 5, 2024, up to the date of filing your Claim.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed. "Self-prepared" documents like handwritten receipts, personal certifications, declarations, or affidavits prepared by you are insufficient for reimbursement but can be used to add clarity, context, or support for other submitted reasonable documentation.

To look up more details about how the Cash Payments work, visit **www.xxxxxxxxx.com** or call toll-free **1-XXX-XXX-XXX**. Please also review the Long Form Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

Expense Type and Examples of Documents	**Amount and Date**	**Description of Expense or Money Spent and Supporting Documents** (Identify what you are attaching, and why it is related to this Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft. *Examples: Receipts, notices, or account statements*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident. *Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased, or account statements reflecting payment for a credit freeze*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident. *Examples: Phone bills, receipts, detailed list of addresses you traveled to (e.g., police station, IRS office), reason why you traveled there (e.g., police report or letter from IRS re: falsified tax return) and number of miles you traveled*	$ ☐☐☐☐☐ • ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	

PLACEHOLDER0000*

Cash Payment B -- Alternate Cash Payment

Instead of Cash Payment A, without providing documentation, you may elect to receive an alternate cash payment in the *estimated* amount of $40. Your Alternate Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) reduction depending upon the total value of all Valid Claims submitted.

☐ **By checking this box, I affirm I want to receive an Alternate Cash Payment in the *estimated* amount of $40.00.**

If your claim is eligible, you will receive payment by check unless you select one of the electronic payment options below and provide the email address or phone number associated with your account:

O **Venmo**

Venmo Email or Phone:

O **PayPal**

PayPal Email or Phone:

O **Zelle**

Zelle Email or Phone:

O **ACH/Direct Deposit**

ABA Routing Number

Account Number

By signing my name, I affirm under the penalty of perjury and laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date: MM – DD – YYYY

Print Name

Questions? Go to **www.xxxxxxxxx.com** or call **1-XXX-XXX-XXX**.

Exhibit 2

FROM: EMAIL ADDRESS
TO: EMAIL ADDRESS
RE: AFFILIATED DERMATOLOGISTS COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

UniqueID: <<UNIQUE ID>>
Enrollment Code: <<ENROLLMENT CODE>>

Superior Court of New Jersey, Morris County
Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.
Case No. MRS-L-001091-24

If your Private Information was implicated in the Data Incident involving Affiliated Dermatologists & Dermatologic Surgeons, P.A. discovered on or about March 5, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

You can file your Claim Form here.

SAVE THIS EMAIL!

After the Court grants final approval to the proposed settlement, you can enroll in and activate your Credit Monitoring services by clicking the link below.

A settlement has been reached in a class action lawsuit against Affiliated Dermatologists & Dermatologic Surgeons, P.A. ("Defendant") involving a Data Incident discovered on or about March 5, 2024, by Defendant and resulting in potential unauthorized access to Settlement Class Members' Private Information. The Private Information includes but is not limited to one or more of the following: dates of birth, Social Security numbers, medical treatment information, health insurance claims information, driver's license numbers, passport numbers, and any other type of non-public personally identifiable information or protected health information.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals in the United States whose Private Information was implicated in the Data Incident.

What Does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form here or by mail postmarked by **Month XX, 20YY,** for the following Settlement Class Member Benefits:

- **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $5,000 per

Settlement Class Member; **OR**

- **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative flat cash payment in the amount of $40.

  If the amount of timely and valid Claim Forms exceed an aggregate amount of $1 million, your Cash Payment will be subject to a pro rata (a legal term meaning equal share) reduction. More information is available in the Settlement Agreement or the Long Form Notice.

- **Credit Monitoring:** As a Settlement Class Member, you will automatically receive a code, above, to enroll in three years of free Credit Monitoring services. **You may enroll in and activate your free Credit Monitoring services after the Court grants final approval by entering your unique code provided above.**

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no cash payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and costs of up to $815,000 and Service Awards, to be paid by or on behalf of Defendant, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more about the Settlement here or call toll free 1-XXX-XXX-XXXX.

To enroll in and activate your free Credit Monitoring services (after the Court grants final approval of the Settlement), click here and enter your enrollment code. Please monitor the Settlement Website for updates concerning final approval, so you can stay apprised of when to enroll in and activate your Credit Monitoring services.

Exhibit 3

If your Private Information was implicated in the Data Incident involving Affiliated Dermatologists & Dermatologic Surgeons, P.A., discovered on or about March 5, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Affiliated Dermatologists & Dermatologic Surgeons, P.A. ("Defendant") involving a Data Incident discovered on or about March 5, 2024, by Defendant and resulting in potential unauthorized access to Settlement Class Members' Private Information. The Private Information includes but is not limited to one or more of the following: dates of birth, Social Security numbers, medical treatment information, health insurance claims information, driver's license numbers, passport numbers, and any other type of non-public personally identifiable information or protected health information.
- The Settlement Class includes: all living individuals in the United States whose Private Information was implicated in the Data Incident.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

  Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $5,000 per Settlement Class Member;
  OR
  Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the amount of $40.

  If the amount of timely and valid Claim Forms exceed an aggregate amount of $1 million, your Cash Payment will be subject to a pro rata (a legal term meaning equal share) reduction.

  Credit Monitoring: All Settlement Class Members will automatically receive three years of free Credit Monitoring. The Credit Monitoring enrollment code is located on your Notice. **You may activate your free Credit Monitoring services by entering your unique code provided in the Settlement Notice. You do not need to select either Cash Payment A or Cash Payment B to receive free Credit Monitoring services**.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get a cash payment is to submit a timely and valid Claim Form. You do not need to submit a Claim Form to receive free Credit Monitoring.	Submitted or Postmarked by: **MONTH DD, 20YY**
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: **MONTH DD, 20YY**
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: **MONTH DD, 20YY**
Do Nothing	Get no cash payment. Give up your legal rights. Settlement Class Members will automatically receive free Credit Monitoring.	

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

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

- The Court must decide whether to approve the Settlement, attorneys' fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Rosemary E. Ramsay of the Superior Court of New Jersey, Morris County is overseeing this class action. The lawsuit is known as *Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.*, Case No. MRS-L-001091-24 ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and the company sued, Affiliated Dermatologists & Dermatologic Surgeons, P.A., is called the "Defendant."

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated involving a Data Incident discovered on or about March 5, 2024, by Defendant and resulting in potential unauthorized access to Settlement Class Members' Private Information. The Private Information includes but is not limited to one or more of the following: dates of birth, Social Security numbers, medical treatment information, health insurance claims information, driver's license numbers, passport numbers, and any other type of non-public personally identifiable information or protected health information.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people sue on behalf of all people who have similar legal 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 timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual in the United States whose Private Information was implicated in the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. 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 lawsuit, that Judge's immediate family, and Court staff.

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 www.XXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to $5,000 per Settlement Class Member. Eligible losses include those incurred on or about March 5, 2024, up to the date of filing the Claim Form.

Examples of expenses incurred as a result of the Data Incident, include (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Reasonable documentation must be generated or prepared by a third party or the Settlement Class Member supporting a request for expenses paid.

Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by the Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be treated as if you elected Cash Payment B – Alternate Cash.

Cash Payment B – Alternate Cash

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the amount of $40.

If the amount of timely and valid Claim Forms exceed an aggregate amount of $1 million, your Cash Payment will be subject to a pro rata (a legal term meaning equal share) reduction.

Credit Monitoring

If you are a Settlement Class Member, you will automatically receive three years of free Credit Monitoring. The Credit Monitoring enrollment code is located on your Notice. **You do not need to submit a Claim Form to receive free Credit Monitoring services**.

Following final approval of the Settlement, follow the instructions to enroll in and activate the Credit Monitoring services.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments 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 the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section XI of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive the Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You do not need to submit a Claim Form to receive free Credit Monitoring services.

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, your cash payment will be provided after the Settlement is approved by the Court and becomes final.

You are eligible to enroll in free Credit Monitoring. The Notice will contain information about your free Credit Monitoring product. Please save your Notice or a copy of it. After final settlement approval, follow the instructions to enroll in and activate your Credit Monitoring services. Information about when the Settlement has received final approval will be available on the Settlement Website, at www.XXXXXXXX.com.

It may take time for the Settlement to be approved and become final. Please be patient and periodically check www.XXXXXXXXXXX.com for updates.

14. Where can I find my Credit Monitoring enrollment code?

If you received an Email Notice, your XX-digit Credit Monitoring enrollment code can be found at the top of the Email.

If you received a Postcard Notice, your XX-digit Credit Monitoring enrollment code can be found on the inside of your Postcard Notice.

If you did not receive a Notice but believe you may be a Settlement Class Member or if you are having trouble locating your Credit Monitoring enrollment code, you may go to www.XXXXXXXXXXX.com, call toll-free 1-XXX-XXX-XXXX, or write to the Settlement Administrator at:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or 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.

15. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

1) Your name, address, telephone number, and email address (if any);
2) Your personal physical signature; and
3) A statement that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in *Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A*."

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

16. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement. You will only get a cash payment if you submit a timely and valid Claim Form. You do not need to submit a Claim Form to receive free Credit Monitoring.

17. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.*, Case No. MRS-L-001091-24.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1) Your full name, mailing address, telephone number, and email address (if any);
2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
3) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
4) The identity of all lawyers representing you in connection with the objection (if any), including any former or current lawyers 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;

5) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
6) The identity of all lawyers (if any) representing you as an objector, and whether they will appear at the Final Approval Hearing;
7) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
8) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
9) Your signature as the objector (a lawyer's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Superior Court of New Jersey Morris County Courthouse 56 Washington St. Morristown, NJ 07960	Andrew W. Ferich **Ahdoot & Wolfson, PC** 201 King of Prussia Rd. Suite 650 Radnor, PA 19087 Kristen Lake Cardoso **Kopelowitz Ostrow P.A.** 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes **Milberg Coleman Bryson Phillips & Grossman PLLC** 201 Sevilla Ave. Suite 200 Coral Gables, FL 33134 Marc H. Edelson **Edelson Lechtzin LLP** 411 S. State St. Suite N-300 Newtown, PA 18940	David M. Ross Brian H. Myers **Wilson, Elser, Moskowitz, Edelman & Dicker LLP** 1500 K Street, NW Suite 330 Washington, D.C. 20005	Affiliated Dermatologists Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx

19. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to

be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed 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 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

21. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs of up to $815,000 to be paid by Defendant separate from Defendant's obligation to pay Settlement Class Member Benefits. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to $2,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid directly by Defendant. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Rosemary E. Ramsay (or another Judge of the Court) at the Morris County Courthouse, 56 Washington Street, Morristown, NJ 07960. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

23. Do I have to attend 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 file an objection, you do not have to attend the Final Approval

Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

24. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

GET MORE INFORMATION

25. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.

Exhibit 4

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

[redacted]

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

MRS-L -001091-24 11/10/2025 9:05:45 PM Pg 62 of 75 Trans ID: LCV20253056114

Court-Approved Legal Notice

If your Private Information was implicated in the Data Incident involving Affiliated Dermatologists & Dermatologic Surgeons, P.A. discovered on or about March 5, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

This notice is a summary. Learn more about the Settlement at www.XXXXXXX.com, or call toll-free 1-XXX-XXX-XXXX.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

[redacted]

A settlement has been reached in a class action lawsuit against Affiliated Dermatologists & Dermatologic Surgeons, P.A. ("Defendant") involving a Data Incident discovered on or about March 5, 2024, by Defendant and resulting in potential unauthorized access to Settlement Class Members' Private Information. The Private Information includes but is not limited to one or more of the following: dates of birth, Social Security numbers, medical treatment information, health insurance claims information, driver's license numbers, passport numbers, and any other type of non-public personally identifiable information or protected health information.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals in the United States whose Private Information was implicated in the Data Incident.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month XX, 20YY,** for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to $5,000 per Settlement Class Member; **OR**

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the amount of $40.

If the amount of timely and valid Claim Forms exceed an aggregate amount of $1 million, your Cash Payment will be subject to a pro rata (a legal term meaning equal share) reduction.

Credit Monitoring: All Settlement Class Members will automatically receive a code, below, to enroll in three years of free Credit Monitoring services. **You do not need to submit a Claim Form to receive these free services.**

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. **If you do nothing, you will get no cash payment, and you will be bound by the Settlement and any judgments and orders.** The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and costs of up to $815,000 and Service Awards, paid by or on behalf of Defendant, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

You can enroll in and activate your free Credit Monitoring services after the Court grants final approval of the Settlement by going to www.XXXXXXXXXXXXXX.com and entering your enrollment code.

MRS-L -001091-24 11/10/2025 9:05:45 PM Pg 63 of 75 Trans ID: LCV2025305114

Enrollment Code: <<ENROLLMENT CODE>> Unique ID: <<UNIQUE ID>>

<<MailID>>

THIS IS NOT A CLAIM FORM

PERSONAL INFORMATION UPDATE FORM

Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.
Case No. MRS-L-001091-24 (Superior Court of New Jersey, Law Div. Morris County)

If you wish to notify the Settlement Administrator of any change in your contact information, you may fill out and return this card.

First Name: MI: Last Name:

Mailing Address:

City: State: ZIP Code:

MRS-L -001091-24 11/10/2025 9:05:45 PM Pg 64 of 75 Trans ID: LCV2025305114

[redacted]

PLACE
STAMP
HERE

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

[redacted]

MRS-L -001091-24 11/10/2025 9:05:45 PM Pg 66 of 75 Trans ID: LCV2025305114

Exhibit 5

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**

[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 ____ DAY OF _____, 202_ 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., _____, 202_);

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., _____, 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., _____, 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., _____, 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 _____, 202_ at _____ a.m./p.m., a Final Approval Hearing will be held before the Honorable _____ in Courtroom _____ 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: _____, 202_

_____
HONORABLE

_____ OPPOSED

__X__ UNOPPOSED

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Affiliated Dermatologists & Dermatologic Surgeons, P.A. Settlement Ends Class Action Lawsuit Over Months-Long Data Breach

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