EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JACQUELINE SKOLNICK, ASHLEY DIXON, CANDICE FACON, BENJAMIN KASHVILI, YOUN LEE, JILLIAN MALONEY, individually and on behalf of all others similarly situated, Plaintiffs, v. M&D CAPITAL PREMIER BILLING, LLC and ISLAND AMBULATORY SURGERY CENTER LLC, Defendants.	Index No. 706879/2024

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiffs,[1] individually and on behalf of the Settlement Class, and Defendants, 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. Background

1. Defendant M&D Capital Premier Billing, LLC ("M&D") is a healthcare advisory firm, that provides services such as physician, facility, and non-par provider hospital billing, professional coding, claims recovery, and review of billing practice and credentialing.

2. Defendant Island Ambulatory Surgical Center LLC ("IASC") is a surgery and recovery center and a client of M&D.

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

3. In the course of their business relationship, IASC provided sensitive Personal information relating to its patients to M&D.

4. That Personal Information included patients' names, addresses, medical billing and insurance information, certain medical information such as diagnosis, medication and treatments, and demographic information such dates of birth, financial information, and Social Security numbers.

5. On or about July 8, 2023, M&D detected unauthorized access to their computer network systems, indicating a data breach (the "Data Incident"). Based on a subsequent forensic investigation, M&D launched an investigation which revealed that a cybercriminal organization accessed certain personal information within M&D's computer systems and network in connection with the Data Incident.

6. The Defendants, on behalf of its clients, including IASC, began notifying impacted individuals of the Data Incident on March 21, 2024. In total, M&D provided notice of the Incident to approximately 284,326 individuals.

7. Following the provision of notice, on March 28, 2024, Plaintiff Jacqueline Skolnick named M&D as Defendant in a New York State Court action (NYSCEF Dkt. No. 1) alleging damages following the Data Incident. Thereafter, five class action lawsuits all related to the Data Incident and alleging similar claims on behalf of overlapping putative classes. Subsequently, Plaintiffs voluntarily dismissed the federal cases and amended the state court case into a single action. Plaintiffs' Complaint alleges claims against Defendants for negligence, breach of implied contract, and unjust enrichment, on behalf of a putative nationwide class of individuals impacted by the Data Incident.

8. Instead of engaging in protracted and costly litigation, the Parties decided to explore early resolution of the Action with the assistance of former federal magistrate, the Honorable Morton Denlow (Ret.). Plaintiff consented to M&D's extension of time to answer, move, or otherwise respond to the Complaint, to allow the Parties time to explore the possibility of settlement and to participate in the mediation.

9. In advance of mediation, the Parties exchanged informal discovery related to cause and scope of the Data Incident, the number of individuals involved, the type of personal information impacted, and the extent of the damages. The Parties also exchanged comprehensive mediation statements.

10. The mediation was conducted on February 27, 2025. Following a full day of mediation, the Parties reached an agreement on the material terms of a class-wide settlement.

11. The Parties filed a Notice of Settlement with the Court.

12. The Parties now agree to settle the Action entirely, without any admission by Defendants of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

13. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to Defendants, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint.

14. 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.

15. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation.

16. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses.

17. The Parties intend this Agreement to bind Plaintiffs, Defendants, 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

18. "**Action**" means the above-captioned action, *Jacqueline Skolnick, et. al. v. M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center LLC*, Index No. 706879 (N.Y. Sup. Ct. 2024).

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

20. "**Cash Payment**" means compensation paid to Settlement Class Members who elected to submit a Claim for Cash Payment A – Documented Losses and/or Cash Payment B – Flat Cash.

21. "**Cash Payment A – Documented Losses**" means the form of cash compensation Settlement Class Members with documented losses may elect under the Settlement.

22. "**Cash Payment B – Flat Cash**" means the cash compensation that Settlement Class Members may elect under the Settlement.

23. "**Claimant**" means a Settlement Class Member who submits a Claim Form.

24. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***, which may be modified as necessary subject to the Parties' approval.

25. "**Claim Form Deadlines**" shall be 15 days following the initial scheduled Final Approval Hearing, and means 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 Settlement Class Member Benefit.

26. "**Claim Process**" means the process by which Settlement Class members submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

27. "**Class Counsel**" means the following: Andrew Shamis of Shamis & Gentile, P.A, Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weeks of Milberg Coleman Bryson Phillips Grossman PLLC; Raina Borrelli of Strauss Borrelli PLLC; Jean Martin of Morgan & Morgan P.A., and Jen Czeisler of Sterlington PLLC.

28. "**Class List**" means the list of Settlement Class members prepared by Defendants using information in Defendants' records and provided to the Settlement Administrator by Defendants for Notice. The Class List shall include the Settlement Class members' names, postal addresses (if maintained by Defendants) and email addresses (if maintained by Defendants).

29. "**Class Representatives**" means those Plaintiffs that sign this Agreement.

30. "**Complaint**" means the Class Action Complaint filed in the Action on March 28, 2024.

31. "**Court**" means the Supreme Court of New York, Queens of County, and the Judge(s) assigned to the Action.

32. "**Data Incident**" means the unauthorized access discovered on or about July 8, 2023, and published by M&D on or about March 18, 2024, to M&D's computer network resulting in the acquisition of Settlement Class members' Private Information.

33. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

34. "**Defendants**" means M&D and IASC.

35. "**Defendants' Counsel**" means Brian E. Middlebrook of Gordon Rees Scully Mansukhani LLP.

36. "**Effective Date**" means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be 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.

37. "**Email Notice**" means the email form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, distributed to Settlement Class Members for which email addresses are provided by Defendants.

38. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached as ***Exhibit 6.***

39. "**Final Approval Hearing**" means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney's Fees, Costs, and Service Awards.

40. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement, attached substantially as ***Exhibit 6***. The Final Approval Order provides for the release of the Released Claims, and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of any Fee Award and Costs or Service Awards. The Parties recognize that events may take place between the filing of the Motion for Preliminary Approval and the Motion for Final Approval that make it mutually desirable to revise the Final Approval Order. The Parties agree that, if the Final Approval Order differs in any way from the Final Approval Order that is submitted with the Motion for Final Approval, then the Final Approval Order submitted with the Motion for Final Approval shall be deemed to replace Exhibit 5 and shall be deemed to be attached as ***Exhibit 6*** to the Settlement Agreement since the day before the Settlement Agreement was executed. Parties shall have approval rights over the form and content of the Final Approval Order that is submitted with the Motion for Final Approval. Unless all Parties agree otherwise, the Final Approval Order attached as ***Exhibit 6*** at the time of the filing of the Preliminary Approval Motion must be submitted as the Final Approval Order for the Motion for Final Approval.

41. "**IASC**" means Island Ambulatory Surgery Center, LLC.

42. "**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.

43. "**M&D**" means M&D Capital Premier Billing, LLC.

44. "**Medical Monitoring**" means two years of medical monitoring services that Settlement Class Members may elect as part of their Settlement Class Member Benefit.

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

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

47. "**Net Settlement Fund**" means the amount of the Settlement Fund following payment of Settlement Administration Costs and any attorneys' fees and costs awarded by the Court.

48. "**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.

49. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form Notice, along with the Settlement Website and the Settlement Class member toll-free telephone line.

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

51. "**Objection Period**" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days before the initial scheduled Final Approval Hearing.

52. "**Opt-Out Period**" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days before the initial scheduled Final Approval Hearing.

53. "**Party**" means each of the Plaintiffs and Defendants, and "Parties" means Plaintiffs and Defendants collectively.

54. "**Plaintiffs**" means Jacqueline Skolnick, Ashley Dixon, Candice Facon, Benjamin Kashvili, Youn Lee, and Jillian Maloney.

55. "**Private Information**" means some combination of Settlement Class Members' names, addresses, medical billing and insurance information, certain medical information such as diagnosis, medication and treatments, and demographic information such dates of birth, financial information, and Social Security numbers.

56. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

57. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

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

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

60. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, asserted or unasserted, liquidated or unliquidated, existing or potential, suspected or unsuspected claims, demands, liabilities, rights, suits, causes of action, obligations, damages, punitive, exemplary or multiplied damages, expenses, costs, losses, indemnities, attorneys' fees and/or obligations, and remedies of any kind

or description, 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 that the Releasing Parties had or have that have been or could have been asserted in the Complaint or that otherwise relate to or arise from the Data Incident, the facts alleged in the Complaint, the alleged access, disclosure and/or acquisition of Settlement Class Members' Private Information in the Data Incident, Defendants' provision of notice to Settlement Class Members following the Data Incident, Defendants' information security policies and practices as they relate to or arise from the Data Incident, or Defendants' maintenance or storage of Private Information as they relate to or arise from the Data Incident, including those under California Civil Code § 1542.

61. "**Released Parties**" means Defendants and and each entity which is controlled by, controlling or under common control with Defendants and each and every of their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees. The Released Parties shall also include all M&D's covered entities, including IASC, and including but not limited to each and every entity that directly or indirectly provided Settlement Class Members' Private Information to M&D that was subject to unauthorized access or acquisition as a result of the Data Incident, and each and every of their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members,

agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

62. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

63. "**Service Award**" means the payment the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

64. "**Settlement Administrator**" means Epiq Class Action & Claims Solutions, Inc. or Epiq.

65. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

66. "**Settlement Class**" means all individuals whose Private Information was potentially compromised during the Data Incident. Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Defendants, or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action and their immediate family, and Court staff; (d) counsel for the Parties, any member of their respective staffs who worked directly on the Action, and any member of their immediate families; (e) any entity in which any of the Defendants have a controlling interest; and (f) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

67. "**Settlement Class Member(s)**" means a member of the Settlement Class and any individual member of the Settlement Class. In addition, it means any member of the Settlement Class who has not opted-out of the Settlement.

68. "**Settlement Class Member Benefit**" means the Cash Payment and/or Medical Monitoring elected by Settlement Class Members.

69. "**Settlement Fund**" means the sum of One Million Dollars ($1,000,000.00) to be paid to be paid by or on behalf of M&D, including any interest accrued thereon after payment. This payment by or on behalf of M&D is made on behalf of Defendant IASC and all M&D's covered entities, and it is the limit and extent of the monetary obligations of Defendants and each entity which is controlled by, controlling or under common control with Defendants and each and every of their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, departments, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees, with respect to the Settlement Agreement and the settlement of this matter.

70. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for 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.

71. "**Taxes and Tax-Related Expenses**" means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

72. "**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. Settlement Fund

73. Within 30 days of Preliminary Approval, M&D, on behalf of Defendants, shall fund or cause to be funded the $1,000,00.00 into the Escrow Account for Settlement Administration. In the event there is no Final Approval or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned *pro rata* to the Defendants.

74. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; (3) any Service Award awarded to the Class Representatives; and (4) any attorneys' fees and costs awarded by the Court.

75. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendants, Defendants' Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

76. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or, in the event this Settlement Agreement is terminated in accordance with Section XIII, the balance returned to those who paid the Settlement Fund.

77. Any amount remaining in the Settlement Fund shall be distributed in accordance

with Paragraph 118. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Settlement Agreement or approved by the Court.

78. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by Plaintiffs or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Plaintiffs and Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to the Settlement Agreement.

IV. Certification of the Settlement Class

79. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agree 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, Defendants 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 in such event.

V. Settlement Class Member Benefits

80. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Flat Cash. Settlement Class Members may also elect to receive Medical Monitoring in accordance with the terms of this paragraph. Settlement Class Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b)

decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. 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.

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 Cass 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 incurring documented losses. 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 medical monitoring and identity theft protection product offered as part of the notification letter provided by M&D or otherwise.

b. **Cash Payment B – Flat Cash**

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment in the estimated amount of $75.00. In the event the amount of Valid Claims for Flat Cash exhausts the amount of the Settlement Fund, the amount of the Flat Cash Payments will be reduced *pro rata* accordingly.

c. **Medical Monitoring**

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include two years of CyEx's Medical Shield Complete product with: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) $1,000,000.00 comprehensive medical identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

VI. Settlement Approval

81. Class Counsel shall file a Motion for Preliminary Approval on or before June 13, 2025.

82. The Motion for Preliminary Approval 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 Shamis, Jeff Ostrow Mariya Weeks, Raina Borrelli, Jean Martin, and Jen Czeisler as Class Counsel for Settlement purposes; (7) appoint the Plaintiffs who sign this Agreement as 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 Defendants' Counsel that is no earlier than 120 days after entry of the Preliminary Approval Order.

83. Class Counsel shall provide Defendants' counsel with a draft of the Motion for Preliminary Approval within a reasonable time frame prior to its filing to provide an adequate opportunity for Defendants to provide input and request revisions.

VII. Settlement Administrator

84. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator.

85. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or cause to be paid, by Defendants directly to the Settlement Administrator.

86. 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.

87. The Settlement Administrator shall administer various aspects of the Settlement as described in the following 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, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

88. The Settlement Administrator's duties include the following:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund and the Escrow Account;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establish and maintain 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 call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendants' 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;

i. In advance of the Final Approval Hearing, prepare 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, 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;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Email all Medical Monitoring activation codes to all Settlement Class Members who elect Medical Monitoring;

l. Pay Court-approved attorneys' fees and costs, and any Service Award, out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendants, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Monitoring activation codes have been properly distributed.

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

89. M&D will make available to Class Counsel and the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

90. Within 30 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. Where email addresses are provided by Defendants for Settlement Class members, Email Notice shall be sent by email. Settlement Class members for which email addresses are not provided, or emails were undelivered (and a postal address is provided by Defendants), shall receive a Postcard Notice by mail.

91. The Email Notice and/or Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class members to object to the Settlement and/or the 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 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.

92. 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.

93. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and/or 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 during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. 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 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.

94. The Long Form Notice also shall 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 and/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, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself 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., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

95. For an objection to be considered by the Court, the objection must also set forth the following:

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 5 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 the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the 5 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 on the objection issued by the trial and appellate courts in each such listed case;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

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

97. The Settlement Administrator shall perform reasonable address traces for those Email Notices or Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 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.

98. The Notice Program shall be completed in its entirety no later than 60 days before the original date set for the Final Approval Hearing.

IX. Claims Process and Disbursement of Cash Payments

99. The Notice 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.

100. 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.

101. 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.

102. 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. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

103. 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.

104. 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 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 Settlement Class Member 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 physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member 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 Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

105. 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.

106. 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 based on findings of fraud or duplication;

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 for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants; and

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

107. 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 Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

109. No later than 75 days after Final Approval, the Settlement Administrator shall

distribute the Settlement Class Member Benefits.

110. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 180 days to select their form of payment. Paper checks must be negotiated within 180 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

111. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Medical Monitoring with information on how to enroll in the Medical Monitoring, including the activation code.

X. Final Approval Order and Final Judgment

112. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. 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

Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

113. 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 Award. 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 the completed 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 Defendants and the Released Parties from the Released Claims, as specified in Section XII below; and

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

XI. Attorneys' Fees and Costs; Service Awards

114. ***Service Award*** – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall

request a Service Award for Class Representatives in the amount not to exceed $3,000.00 each. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Within 10 days of Final Approval, the Settlement Administrator shall pay the Court-approved Service Awards to Class Counsel.

115. ***Attorneys' Fees and Costs*** – As part of the Motion for Final Approval, Plaintiffs will move the Court for an order awarding reasonable attorneys' fees of up to a total of $350,000.00, plus reimbursement of costs. Defendants do not oppose Plaintiffs' request for Class Counsel's reasonable attorneys' fees. Within 10 days of Final Approval, the Settlement Administrator shall pay Court-approved attorneys' fees and costs to Class Counsel.

116. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon. Defendants and Class Counsel have agreed to the following.

117. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and 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.

XII. Disposition of Residual Funds

118. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, any residual shall be distributed to the Electronic Privacy Information Center, to be approved by the Court.

XIII. Releases

119. 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 federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

> 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, California Civil Code § 1798.80, *et seq*., 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.

120. Settlement Class Members who opt-out of the Settlement prior to the end of the Opt-Out Period do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

121. 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.

122. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

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

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XII of this Agreement;

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.

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

125. Additionally, Defendants shall have the sole option to terminate this Settlement Agreement if more than one hundred (100) opt-outs of the settlement are received. Defendants shall notify Class Counsel and the Court of its intent to terminate this Settlement Agreement pursuant to this paragraph within ten (10) business days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

126. 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*.

127. In the event this Agreement is terminated or fails to become effective, Defendants shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

XV. Effect of Termination

128. The grounds upon which this Agreement may be terminated are set forth in Section XIII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' 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 of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

129. 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.

XVI. No Admission of Liability

130. 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. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have 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.

131. 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 fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted 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.

132. 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.

133. 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 the 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.

134. In addition to any other defenses Defendants 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.

XVII. Miscellaneous Provisions

135. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement,

Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

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

137. ***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.

138. ***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.

139. ***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.

140. ***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 hereto, except as provided for herein.

141. ***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.

142. ***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 York, without regard to the principles thereof regarding choice of law.

143. ***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 and the same instrument, even though all Parties do not sign the same counterparts.

144. ***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.

145. ***Notices***. All notices provided for herein, shall be sent by email, as follows:

a. If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301

ostrow@kolawyers.com

Mariya Weekes
Milberg Coleman Bryson
Phillips Grossman, PLLC
201 Sevilla Avenue, 2nd Floor
Coral Gables, FL 33134
mweekes@milberg.com

Andrew Shamis
Shamis & Gentile, P.A.
14 NE 1st Ave Ste 705
Miami, FL 33132
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Raina Borrelli
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980 N. Michigan Ave., Ste. 1610
Chicago Illinois 60611
raina@straussborrelli.com

Jean Martin
Morgan & Morgan P.A.
201 N. Franklin Street, 7th Floor
Tampa, FL 33602
Jean.martin@forthepeople.com

Jennifer Czeisler
Sterlington PLLC
One World Trade Center
85th Floor
New York City, NY 10007
jennifer.czeisler@sterlingtonlaw.com

b. If to Defendants or Defendants' Counsel:

Brian Middlebrook
Gordon Rees Scully Mansukhani
One Battery Park Plaza, 28th Floor
New York, NY
bmiddlebrook@grsm.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.

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

147. ***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.

148. ***Authority***. 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.

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

150. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the 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, it 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 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 the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' 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.

151. ***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 the Releases, and fully understands the effect of this Agreement and the Releases.

[*signature pages follow*]

PLAINTIFFS

JACQUELINE SKOLNICK
Plaintiff

ASHLEY DIXON
Plaintiff

CANDICE FACON
Plaintiff

BENJAMIN KASHVILI
Plaintiff

YOU LEE
Plaintiff

JILLIAN MALONEY
Plaintiff

PLAINTIFFS

JACQUELINE SKOLNICK
Plaintiff

ASHLEY DIXON
Plaintiff

CANDICE FACON
Plaintiff

BENJAMIN KASHVILI
Plaintiff

YOU LEE
Plaintiff

JILLIAN MALONEY
Plaintiff

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Plaintiff

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YOU LEE
Plaintiff

JILLIAN MALONEY
Plaintiff

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Plaintiff

BENJAMIN KASHVILI
Plaintiff

YOU LEE
Plaintiff

JILLIAN MALONEY
Plaintiff

Doc ID: 92a6e74c5ae6a96d13d2a562ef6f6f7e0e90236

PLAINTIFFS

JACQUELINE SKOLNICK
Plaintiff

ASHLEY DIXON
Plaintiff

CANDICE FACON
Plaintiff

BENJAMIN KASHVILI
Plaintiff

Youn Lee (Jun 10, 2025 17:59 EDT)

YOU LEE
Plaintiff

JILLIAN MALONEY
Plaintiff

PLAINTIFFS

JACQUELINE SKOLNICK
Plaintiff

ASHLEY DIXON
Plaintiff

CANDICE FACON
Plaintiff

BENJAMIN KASHVILI
Plaintiff

YOU LEE
Plaintiff

Jillian Maloney (Jun [illegible] 2025 22:59 EDT)

JILLIAN MALONEY
Plaintiff

CLASS COUNSEL

Jeffrey Ostrow
Jeffrey Ostrow (Jun 10, 2025 19:26 EDT)

JEFF OSTROW
Class Counsel

MARIYA WEEKES
Class Counsel

ANDREW SHAMIS
Class Counsel

RAINA BORRELLI
Class Counsel

JEAN MARTIN
Class Counsel

JENNIFER CZEISLER
Class Counsel

CLASS COUNSEL

JEFF OSTROW
Class Counsel

MARIYA WEEKES
Class Counsel

ANDREW SHAMIS
Class Counsel

RAINA BORRELLI
Class Counsel

JEAN MARTIN
Class Counsel

JENNIFER CZEISLER
Class Counsel

CLASS COUNSEL

JEFF OSTROW
Class Counsel

MARIYA WEEKES
Class Counsel

Andrew Shamis

ANDREW SHAMIS
Class Counsel

RAINA BORRELLI
Class Counsel

JEAN MARTIN
Class Counsel

JENNIFER CZEISLER
Class Counsel

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CLASS COUNSEL

JEFF OSTROW
Class Counsel

MARIYA WEEKES
Class Counsel

ANDREW SHAMIS
Class Counsel

Raina Borrelli

RAINA BORRELLI
Class Counsel

JEAN MARTIN
Class Counsel

JENNIFER CZEISLER
Class Counsel

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CLASS COUNSEL

JEFF OSTROW
Class Counsel

MARIYA WEEKES
Class Counsel

ANDREW SHAMIS
Class Counsel

Raina Borrelli

RAINA BORRELLI
Class Counsel

JEAN MARTIN
Class Counsel

JENNIFER CZEISLER
Class Counsel

Doc ID: [illegible]

CLASS COUNSEL

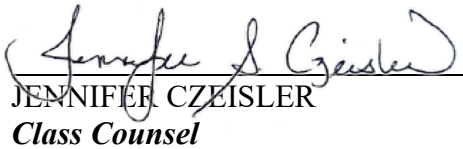
JEFF OSTROW
Class Counsel

MARIYA WEEKES
Class Counsel

ANDREW SHAMIS
Class Counsel

RAINA BORRELLI
Class Counsel

JEAN MARTIN
Class Counsel



JENNIFER CZEISLER
Class Counsel

M&D CAPITAL PREMIER BILLING, LLC

By: _____
Its: Chief Strategy Officer

ISLAND AMBULATORY SUGERY CENTER LLC

By: _____
Its: _____

DEFENDANTS' COUNSEL

_____
By: _____

M&D CAPITAL PREMIER BILLING, LLC

By: _____
Its: _____

ISLAND AMBULATORY SUGERY CENTER LLC

By: _____
Its: Leonid Reyfman CEO

DEFENDANTS' COUNSEL

_____
By: _____

M&D CAPITAL PREMIER BILLING, LLC

By: _____
Its: Chief Strategy Officer

ISLAND AMBULATORY SUGERY CENTER LLC

By: _____
Its: _____

DEFENDANTS' COUNSEL

Gordon Rees Scully Mansukhani

By: _____

— EXHIBIT 1 —

FROM: EMAIL ADDRESS

TO: EMAIL ADDRESS

RE: M&D CAPITAL COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

<<Unique ID>>

Supreme Court of New York, County of Queens
Jacqueline Skolnick, et. al. v. M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center LLC

If your Private Information was compromised in the Data Incident involving M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center, LLC, discovered on or about July 8, 2023, and you were sent notice on March 18, 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.

A $1 million settlement has been reached in a class action lawsuit against M&D Capital Premier Billing, LLC ("M&D") and Island Ambulatory Surgery Center, LLC (together, "Defendants") involving a Data Incident discovered on or about July 8, 2023, regarding the unauthorized access to Settlement Class Members' Private Information. The Private Information involved includes some combination of Settlement Class Members' names, addresses, medical billing and insurance information, certain medical information such as diagnosis, medication and treatments, and demographic information such as dates of birth, financial information, and Social Security numbers. The purpose of this Notice is to inform you of the class action and the settlement so you may decide whether to file a Claim Form, opt-out, object, or do nothing.

Who's Included? Records show you are a Settlement Class Member, defined as: all individuals whose Private Information was compromised during the Data Incident

What Does the Settlement Provide? If you are a Settlement Class Member, you can submit a Claim Form here 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 – Flat Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash estimated payment of $75; **AND**
- **Medical Monitoring:** In addition to Cash Payment A (Documented Losses) ***or*** Cash Payment B (Flat Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment depending upon the total value of the Valid Claims submitted.

You must submit your Claim Form here or by mail postmarked by **MONTH DD, 20YY**.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-**postmarked** by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendants and the 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 DD, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders.

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to $350,000 and costs, $3,000 service awards to Plaintiffs, 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 by calling toll free 1-XXX-XXX-XXXX.

— EXHIBIT 2 —

M&D Capital Data Breach Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

BARCODE
NO-PRINT
ZONE

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

Court-Approved Legal Notice
Jacqueline Skolnick, et. al. v. M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center LLC, Index No. 706879, Supreme Court of New York, Queens County

If your Private Information was compromised during the Data Incident involving M&D Capital Premier Billing, LLC, and Island Ambulatory Surgery Center, LLC discovered on or about July 8, 2023, and you were sent notice on March 18, 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.*

<<UNIQUEID>>

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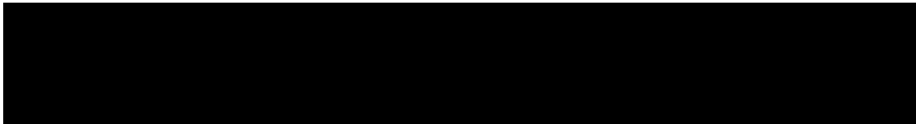

A $1 million settlement has been reached in a class action lawsuit against M&D Capital Premier Billing, LLC ("M&D") and Island Ambulatory Surgery Center, LLC (together, "Defendants") involving a Data Incident discovered on or about July 8, 2023, regarding the unauthorized access to Settlement Class Members' Private Information. The Private Information involved includes some combination of Settlement Class Members' names, addresses, medical billing and insurance information, certain medical information such as diagnosis, medication and treatments, and demographic information such as dates of birth, financial information, and Social Security numbers.

Who is Included? Records show you are a Settlement Class Member, defined as: all individuals whose Private Information was compromised during 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 – Flat Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash estimated payment of $75; **AND**

Medical Monitoring: In addition to Cash Payment A (Documented Losses) ***or*** Cash Payment B (Flat Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment depending upon the total value of the Valid Claims submitted.

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 Defendants 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 Settlement Class Member Benefits, 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 of up to $350,000 and costs, $3,000 service award payments to Plaintiffs, 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 at www.XXXXX.com, or by calling toll free 1-XXX-XXX-XXX.

— EXHIBIT 3 —

If your Private Information was compromised during the Data Incident involving M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center, LLC, discovered on or about July 8, 2023, you may be entitled to Settlement Class Member Benefits from a Settlement.

A Court authorized this Notice. This is <u>not</u> a solicitation from a lawyer.

- A $1 million settlement has been reached in a class action lawsuit against M&D Capital Premier Billing, LLC ("M&D") and Island Ambulatory Surgery Center, LLC ("IASG") (together, "Defendants") involving a Data Incident discovered on or about July 8, 2023, regarding the unauthorized acquisition of Settlement Class Members' Private Information. The Private Information involved includes some combination of Settlement Class Members' names, addresses, medical billing and insurance information, certain medical information such as diagnosis, medication and treatments, and demographic information such as dates of birth, financial information, and Social Security numbers.
- The Settlement Class includes: all individuals whose Private Information was compromised during 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:

  <u>Cash Payment A – Documented Losses</u>: 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**

  <u>Cash Payment B – Flat Cash</u>: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash estimated payment of $75; **AND**

  <u>Medical Monitoring</u>: In addition to Cash Payment A (Documented Losses) ***or*** Cash Payment B (Flat Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring.

  Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment depending upon the total value of the Valid Claims submitted.

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

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	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 legal 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 Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- 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 Supreme Court of New York Queens County, is overseeing this class action. The lawsuit is known as *Jacqueline Skolnick, et. al. v. M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center LLC*, Index No. 706879 (the "lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the companies sued, M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center, LLC, are called the "Defendants."

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against Defendants on behalf of Settlement Class Members involving a Data Incident discovered on or about July 8, 2023, regarding the unauthorized acquisition of Settlement Class Members' Private Information. Notice was provided on or about March 18, 2024, regarding the Data Incident. The Private Information involved includes some combination of Settlement Class Members' names, addresses, medical billing and insurance information, certain medical information such as diagnosis, medication and treatments, and demographic information such as dates of birth, financial information, and Social Security numbers.

Plaintiffs allege claims for negligence, breach of implied contract, and unjust enrichment.

Defendants deny the legal claims and deny any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendants, or that any law has been violated. Instead, the Plaintiffs and Defendants 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 Defendants 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 Defendants. Instead, the Plaintiffs and Defendants have agreed to settle the lawsuit. The Class Representatives, Defendants, and their lawyers believe the Settlement is best for Settlement Class Members 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 (called class representatives) 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 an individual whose Private Information was compromised during 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 employees, directors, officers, and agents of Defendants, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the lawsuit and their 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.

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. 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 Defendants 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 denied and your Claim Form for Cash Payment A will instead be processed as if you selected Cash Payment B.

Cash Payment B – Flat Cash

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash estimated payment of $75.

Medical Monitoring

In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Flat Cash), you may also

submit a Claim Form to receive two years of free Medical Monitoring.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) increase from the Net Settlement Fund if the amount of Valid Claims does not use the entire Net Settlement Fund, calculated after payment for Medical Monitoring has been subtracted. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, calculated after payment for Medical Monitoring has been subtracted, your Cash Payment may be subject to a pro rata reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

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 are choosing to 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 legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section XII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read these sections 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 any 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:

M&D Capital Data Breach Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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:

M&D Capital Data Breach Litigation
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, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

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

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 released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting-out" of—the Settlement.

14. 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 the *M&D Capital Data Breach Litigation*."

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

M&D Capital Data Breach Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

15. 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 and submit a timely and valid Claim Form.

16. If I do not opt-out, can I sue the Defendants 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 relating to the Data Incident, 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. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

17. 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 written notice with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendants' 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 *Jacqueline Skolnick, et. al. v. M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center LLC*, Index No. 706879.

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 and whether they will appear at the Final Approval Hearing;
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) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
7) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
8) Your signature as the objector (a lawyer's signature is not sufficient).

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

To object, you must file timely written notice with the Court as provided below no later than **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

		COUNSEL	ADMINISTRATOR
Clerk of Court Supreme Court of New York, Queens County 88-11 Sutphin Blvd. Jamaica, NY 11435	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301	Brian Middlebrook Gordon Rees Scully Mansukhani One Battery Park Plaza 28th Floor New York, NY 10004	M&D Capital Data Breach Litigation Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you don't 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

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Andrew Shamis of Shamis & Gentile, P.A, Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weeks of Milberg Coleman Bryson Phillips Grossman PLLC, Raina Borrelli of Strauss Borelli PLLC, Jean Martin of Morgan & Morgan P.A., and Jen Czeisler of Sterlington PLLC 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 and expense if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to $350,000, to be paid from the Settlement Fund, plus reimbursement of costs. Class Counsel will also ask the Court to approve the Service Award for the Class Representatives of up to $3,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Award will be paid from the Settlement Fund. 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. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

21. 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 _____ at the Supreme Court of New York, Queens County, 88-11 Sutphin Blvd., Jamaica, NY 11435. 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 would like to speak at the hearing, the Court at its discretion may hear objections at the hearing, if you so request.

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.

22. 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.

23. 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 would like to speak at the hearing, the Court at its discretion may hear objections at the hearing, if you so request.

GET MORE INFORMATION

24. 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:

M&D Capital Data Breach Litigation
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 —

CLAIM FORM FOR M&D CAPITAL DATA BREACH LITIGATION SETTLEMENT BENEFITS
M&D Capital Data Breach Litigation
Jacqueline Skolnick, et. al. v. M&D Capital Premier Billing, LLC and Island Ambulatory Surgery Center LLC, Index No. 706879

USE THIS FORM TO MAKE A CLAIM FOR A DOCUMENTED LOSS PAYMENT, A FLAT CASH PAYMENT, AND FOR MEDICAL MONITORING.

The DEADLINE to submit this Claim Form is postmarked: DATE

I. GENERAL INSTRUCTIONS

If your Private Information was compromised during the Data Incident involving M&D Capital Premier Billing, LLC, and Island Ambulatory Surgery Center, LLC discovered on or about July 8, 2023, and you were sent notice on March 18, 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

As a Class Member, you may be eligible to make a claim for **the following options:**

A. 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

B. Cash Payment B (Flat Cash): Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a flat cash estimated payment of $75;

AND

C. In addition to Cash Payment A (Documented Losses) ***or*** Cash Payment B (Flat Cash), you may also submit a Claim Form to receive two years of free Medical Monitoring.

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

M&D Capital Data Breach Litigation
P.O. Box XXX
Portland, OR XXXXX-XXX

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments and Credit Monitoring and Insurance Services, you must notify the Settlement Administrator in writing at the address above.

First Name M.I. Last Name

Mailing Address, Line 1: Street Address/P.O. Box

Mailing Address, Line 2

City | State | ZIP Code

Telephone Number

Email Address

Unique ID Number Provided on Mailed Notice (if known)

III. CLAIMANT SELECTION OF SETTLEMENT OPTION

You may select the following options - please note if you select more than the allowed options, or no option, your claim will be defaulted to a Cash Fund Payment:

CASH PAYMENT A – DOCUMENTED LOSSES

☐ You may select this option and provide reasonable documentation for losses related to the Data Incident for up to $5,000 per Settlement Class Member.

OR

CASH PAYMENT B – FLAT CASH

☐ You may select this option to receive a flat cash payment without providing any documentation.

AND

MEDICAL MONITORING

☐ You may also select this option to receive two years of free Medical Monitoring.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VI); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented Losses need to be deemed more likely than not due to the Data Incident by the Settlement Administrator based on the documentation you provide and the facts of the incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

Cost Type (Fill in all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Unreimbursed fraud losses or charges	- - (mm/dd/yy)	$.	

Cost Type (Fill in all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Examples: Account statement with unauthorized charges highlighted; correspondence from financial institution declining to reimburse you for fraudulent charges.			
Professional fees incurred in connection with identity theft or falsified tax returns *Examples: Receipt for hiring service to assist you in addressing identity theft; accountant bill for re-filing tax return.*	- - (mm/dd/yy)	$.	
Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing *Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount.*	- - (mm/dd/yy)	$.	

Cost Type (Fill in all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Credit freeze *Examples: Notices or account statements reflecting payment for a credit freeze.*	- - (mm/dd/yy)	$.	
Credit monitoring that was ordered in response to the Data Incident *Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services.*	- - (mm/dd/yy)	$.	
Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges *Example: Phone bills; gas receipts; postage receipts; detailed list of locations to which you traveled (e.g. police station, IRS office), indication of why you traveled there (e.g. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Data Incident.*	- - (mm/dd/yy)	$.	

Cost Type (Fill in all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Other (provide detailed description) *Please provide a detailed description on the right or in a separate document submitted with this Claim Form.*	☐☐-☐☐-☐☐ (mm/dd/yy)	$☐☐☐☐☐.☐☐	

If you do not submit Reasonable Documentation supporting a documented loss payment claim, or your claim for a documented loss payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, your claim will be processed as if you selected a Flat Cash Payment.

IV. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I further submit to the jurisdiction of the Court with respect to my claim and for purposes of enforcing the releases set forth in any Final Judgment that may be entered in the Action.

I declare under penalty of perjury under the laws of the jurisdiction where I reside that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

☐

Signature

Date _____

☐

Print Name

— EXHIBIT 5 —

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JACQUELINE SKOLNICK, ASHLEY DIXON, CANDICE FACON, BENJAMIN KASHVILI, YOUN LEE, JILLIAN MALONEY, individually and on behalf of all others similarly situated, Plaintiffs, v. M&D CAPITAL PREMIER BILLING, LLC and ISLAND AMBULATORY SURGERY CENTER LLC, Defendants.	Index No. 706879/2024

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

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendants have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.

2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class members.

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendants or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendants. Defendants shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> All individuals whose Private Information was compromised during the Data Incident

5. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; ; (d) counsel for the Parties, any member of their respective staffs who worked directly on the Action, and any member of their immediate families; (e) any entity in which any of the Defendants have a controlling interest; and (f) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendants to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range

of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and has retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weeks of Milberg Coleman Bryson Phillips Grossman PLLC; Raina Borrelli of Strauss Borelli PLLC; Jean Martin of Morgan & Morgan P.A., and Jen Czeisler of Sterlington PLLC.

9. The Parties have selected Epiq Class Action & Claims Solutions, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Epiq and directs it to commence the Notice Program and iniitate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from

the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice be sent to the Settlement Class in the manner outlined in the Agreement.

12. Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the end of the Opt-Out Period (60 days before the original date of the Final Approval Hearing). The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Award shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (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 5 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, and whether they will appear at the Final Approval Hearing; (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 5 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 5 years; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (h) 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.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award 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 objection must be submitted no later than the last day of the Objection Period (60 days before the

original date of the Final Approval Hearing), as specified in the Notice. 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, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, 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.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on _____, 2025, at _____ a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Queens County Supreme Court, 88-11 Sutphin Blvd, Jamaica, NY 11435, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Awards to the Class Representatives. The Final

Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 30 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 60 days before the original date of Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the original date of Final Approval Hearing
Opt-out Period Ends	60 days before the original date of Final Approval Hearing
Objection Period Ends	60 days before the original date of Final Approval Hearing
Claim Form Deadline	15 days before the original date of the Final Approval Hearing
Final Approval Hearing	**_____ at __:__ a.m./p.m.,**

19. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

DONE AND ORDERED in chambers at the Queens County Supreme Court on this ____ day of _____, 2025.

_____
Hon. Joseph J. Risi

Copies furnished to:
All Counsel of Record

— EXHIBIT 6 —

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JACQUELINE SKOLNICK, ASHLEY DIXON, CANDICE FACON, BENJAMIN KASHVILI, YOUN LEE, JILLIAN MALONEY, individually and on behalf of all others similarly situated, Plaintiffs, v. M&D CAPITAL PREMIER BILLING, LLC and ISLAND AMBULATORY SURGERY CENTER LLC, Defendants.	Index No. 706879/2024

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on DATE, the Court entered its Order Granting Preliminary Approval of Class Action Settlement and Conditionally Certifying Settlement Class, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weeks of Milberg Coleman Bryson Phillips Grossman PLLC; Raina Borrelli of Strauss Borrelli PLLC; Jean Martin of Morgan & Morgan P.A., and Jen Czeisler of Sterlington PLLC as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim process and Claim Form; and (7) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to approximately Settlement Class members

in accordance with the Court's Preliminary Approval Order by direct Email and Postcard Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, on DATE, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised.

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject matter jurisdiction over this action and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

2. This Order incorporates the definitions in the Settlement Agreement and Release and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process and all other applicable law and rules. The Claims process is also fair, and the Claim Form is easily understandable.

4. The Settlement is in all respects fair, reasonable, and adequate, and should be finally approved under N.Y. C.P.L.R. Ch. 8, Art. 9, § 908, highlighted by evidence that: (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's length among competent, experienced counsel; (C) the Settlement relief is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is

sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to or opt-outs from the Settlement, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

6. A list of the individuals who have opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Agreement or the Releases contained therein.

7. Based on the information presented to the Court, the Claim process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for Cash Payments and Credit Monitoring proposed by the Parties in the Agreement is fair, reasonable, and adequate.

9. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order.

12. The appointment of Plaintiffs as Class Representatives is affirmed.

13. The appointment of Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weeks of Milberg Coleman Bryson Phillips Grossman PLLC; Raina Borrelli of Strauss Borrelli PLLC; Jean

Martin of Morgan & Morgan P.A., and Jen Czeisler of Sterlington PLLC as Class Counsel is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of N.Y. C.P.L.R. Ch. 8, Art. 9, § 901(a)(1)-(4) for only the purposes of the Settlement in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class Members; (4) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent the Settlement Class; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the Court concludes the Settlement Class is ascertainable, based on their objective criteria.

15. Therefore, the Court finally certifies the following Settlement Class:

> All individuals whose Private Information was compromised during the Data Incident

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) counsel for the Parties, any member of their respective staffs who worked directly on the Action, and any member of their immediate families; (e) any entity in which any of the Defendants have a controlling interest; and (f) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

16. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from the Released Claims.

18. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein include potential claims and costs that may not be known or suspected to exist, and that Plaintiff and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1798.100 *et seq*., § 17200 *et seq*., and/or § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19. If, consistent with the plan of distribution set forth in the Settlement, there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, all remaining funds shall be distributed to the New York Legal Assistance Group, which the Court approves as the *cy pres* recipient.

20. Settlement Class Counsel is awarded $_____ for attorneys' fees and $_____ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement.

21. The Settlement Class Representatives shall be awarded Service Awards in the amount of $3,000.00 each. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

22. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

23. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been

performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

24. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

25. With the exception of those listed on *Exhibit A*, all Settlement Class Members shall be bound by this Order.

26. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

DONE AND ORDERED in chambers at the Queens County Supreme Court on this ____ day of _____, 2025.

_____
Hon. Joseph J. Risi

Copies furnished to:
All Counsel of Record

EXHIBIT A – OPT-OUT LIST
(To Be Completed Before Final Approval Hearing)

1.
2.