

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (the “Agreement”), is made and entered into by and among the following individuals and entities: (1) Kristina Middleton (“Named Plaintiff”), individually and on behalf of the Settlement Class,<sup>1</sup> and (2) ProSmile Holdings, LLC (“Defendant”, and together with Named Plaintiff, the “Settling Parties”).

### **I. Factual Background**

1.1 On January 30, 2024, the Named Plaintiff commenced a putative class action by filing a Class Action Complaint (the “Complaint”) in the United States District Court for the District of New Jersey, styled as *Kristina Middleton v. ProSmile Holdings, LLC*, Case No. 3:24-cv-0053 RK-TJB, (the “Action”).

1.2 In the Complaint, Plaintiff asserts claims against Defendant for: (1) Negligence; (2) Breach of Implied Contract; (3) Breach of the Implied Covenant of Good Faith and Fair Dealing; and (4) Unjust Enrichment, arising out of a Data Incident that occurred with regard to ProSmile’s systems on no later than July 7, 2022 (referred to herein as the “Data Incident” or the “Incident.”)

1.3 The Settling Parties agreed to mediate their dispute with the assistance of Jill R. Sperber, Esq. Ahead of the mediation, the Settling Parties engaged in significant, informal discovery regarding the Incident. On August 21, 2024, the Settling Parties participated in arm’s-length settlement discussions during a day-long mediation session with Ms. Sperber, at the end of which the Settling Parties agreed to a mediator’s recommendation of a \$440,000 common fund, non-reversionary classwide settlement, and additional non-monetary terms identified more fully herein below, which the Settling Parties mutually agreed upon during the interim between August 21, 2024 and the date this Agreement was executed.

### **II. Recitals**

2.1 The Settling Parties have determined that continued prosecution and defense of this Action would be burdensome, protracted, and expensive, and that the outcome is uncertain. To avoid the risk and expense of further litigation, the Settling Parties have agreed to settle the Action on the terms and conditions set forth herein.

2.2 Class Counsel have conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the Settlement Class. Through its own investigation and the negotiations described above, Class Counsel have considered, *inter alia*, (1) the sharply contested issues involved; (2) the risks, uncertainty, and cost of further prosecution of the Action; and (3) the benefits to be received by the Settlement Class pursuant to this Agreement. Thereafter, Class

---

<sup>1</sup> All undefined capitalized terms have the definitions set forth in Section III.

Counsel determined that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class.

2.3 Defendant denies all allegations of wrongdoing and disclaims all liability with respect to all claims. Neither this Agreement nor any actions taken to carry out the settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any party. Defendant denies the material allegations of the Complaint in this Action. Neither this Agreement, nor the fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Defendant, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant in any proceeding.

2.4 This Agreement is intended to fully, finally, and forever resolve and release all claims and causes of action asserted, or that could have been asserted based upon the facts alleged in the Complaint, against Defendant and the Released Parties, by and on behalf of the Named Plaintiff and the Settlement Class.

2.5 It is hereby agreed, by and between the Named Plaintiff, Class Counsel, and Defendant, that, subject to the approval of the Court as provided for in this Agreement, the Action and Released Claims shall be fully and finally settled, compromised, and released, and the Action shall be dismissed with prejudice, on the terms and conditions herein.

### **III. Definitions**

As used in this Agreement, the following terms have the meanings specified below:

3.1 “Administrative Costs” means all reasonable costs and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with the notice plan and providing Notice to the Settlement Class, and reasonable third-party fees and expenses incurred by the Settlement Administrator in the administering the terms of this Agreement.

3.2 “Attorneys’ Fees and Expenses Award” means the amount awarded by the Court to be paid to Class Counsel solely from the Settlement Fund, which amount shall be in full and complete satisfaction of Class Counsel’s claim or request for payment of attorneys’ fees and reimbursement for litigation expenses.

3.3 “Claim Deadline” means the date by which Settlement Class Members must file a claim to receive benefits from the Settlement, as outlined herein. The Claim Deadline shall be set by the Court in the Preliminary Approval Order. The Parties propose a Claims Deadline of 90 days after the mailing of the Class Notice.

3.4 “Class Counsel” means Kevin Laukaitis, Natalia Perez, and Daniel Tomascik of Laukaitis Law LLC, all with a mailing address of 954 Avenida Ponce De Leon, Suite 205, #10518,

San Juan, PR 00907 and with respective emails of [klaukaitis@laukaitislaw.com](mailto:klaukaitis@laukaitislaw.com), [nperez@laukaitislaw.com](mailto:nperez@laukaitislaw.com), and [dtomascik@laukaitislaw.com](mailto:dtomascik@laukaitislaw.com).

3.5 “Class Notice” means the notice of this settlement that is contemplated by this Agreement, and which shall include a Settlement Notice substantially in the form attached hereto as Exhibits 2 and 3, respectively. Exhibit 3 shall be posted on the Settlement Website.

3.6 “Class Representative Award” means such funds as may be awarded by the Court to be paid solely from the Settlement Fund to the Named Plaintiff in recognition of her time, effort, and service to the Settlement Class, expended in pursuing the Action and in fulfilling their obligations and responsibilities as representative of the Settlement Class.

3.7 “Court” means the court in which the Settling Parties jointly agree to seek judicial approval of this Agreement.

3.8 “Defendant’s Counsel” means David A. Yudelson of Constangy, Brooks, Smith & Prophete, LLP, with a mailing address of 2029 Century Park East, Suite 1100, Los Angeles, CA 90067 and an email address of [dyudelson@constangy.com](mailto:dyudelson@constangy.com),

3.9 “Documented Out-of-Pocket Losses” means claims submitted by Settlement Class Members for reimbursement of out-of-pocket losses related to the Data Incident, capped at no more than \$5,000 per claimant, and supported by reasonable documentation.

3.10. “Effective Date” means one (1) business day after all of the following conditions have been satisfied:

- (a) the Final Approval Order has been entered; and
- (b)(i) if reconsideration and/or appellate review is not sought from the Final Approval Order, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; *or*
- (b)(ii) if reconsideration and/or appellate review is sought from the Final Approval Order:
  - (a) the date on which the Final Approval Order is affirmed and is no longer subject to judicial review, or
  - (b) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Judgment is no longer subject to judicial review.

3.11 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Agreement and the proposed settlement of the Action.

3.12 “Final Approval Order” means the Court’s Final Approval Order and Judgment, substantially in the forms attached hereto as Exhibit 5, which, among other things, approves this Agreement and the settlement as fair, adequate, and reasonable, and confirms the final certification of the Settlement Class.

3.13 “Incident” or “Data Incident” means the data security incident that occurred on or about July 7, 2022 in which an unauthorized threat-actor accessed Defendant’s computer network and is alleged to have gained access to potentially sensitive information of Named Plaintiff and the class of individuals she seeks to represent in the Action.

3.14 “Net Settlement Fund” means the balance of funds after the subtraction of the Administrative Costs, Class Representative Award, and Attorneys’ Fees and Expenses Award awarded by the Court.

3.15 “Notice Program” means steps taken by the Settlement Administrator to notify Settlement Class Members of the settlement as set forth in Section VI of this Agreement.

3.16 “Objection Deadline” means the date by which Settlement Class Members must object to the settlement. The Objection Deadline shall be set by the Court in the Preliminary Approval Order. The Settling Parties propose an Objection Deadline of 60 days after the date of mailing of the Class Notice.

3.17 “Opt-Out” means a Settlement Class Member who: (i) timely submits a properly completed and executed Request for Exclusion; and (ii) does not rescind that Request for Exclusion before the end of the Opt-Out Period.

3.18 “Opt-Out Deadline” means the date by which Settlement Class Members must mail, email, or submit online their valid Requests for Exclusion in order for them to be effective. The postmark date shall constitute evidence of the date of mailing for this purpose. The Settling Parties propose an Opt-Out Deadline of 60 days after the date of mailing of the Class Notice.

3.19 “Opt-Out Period” means the period commencing on the date of mailing of the Class Notice and ending on the Opt-Out Deadline, during which Settlement Class Members may submit timely Requests for Exclusion.

3.20 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

3.21 “Personal Information” or “PI” means information that is or could be used, whether on its own or in combination with other information, to identify, locate, or contact a person, including, but not limited to, names, dates of birth, account numbers, Social Security numbers,

driver's license numbers, addresses, phone numbers, email addresses, employment history, references, educational history, criminal history, or similar information.

3.22 "Preliminary Approval Order" means the Court's order, substantially in the form attached hereto as Exhibit 4, granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Agreement, appointment of the Settlement Administrator, approval of the form and method of Class Notice, permission for the Settlement Administrator to send the Class Notice to the proposed Settlement Class, and setting a date for the Final Approval Hearing.

3.23 "Pro Rata Cash Payments" means a claim for the amount remaining in the Net Settlement Fund after payment of valid Documented Out-of-Pocket Losses and Social Security Number Impact Payments, divided by all claimants electing this form of relief.

3.24 "Released Claims" means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any law (including federal law, state law, common law, contract, rule, or regulation) or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen actual or contingent, liquidated or unliquidated, punitive or compensatory, monetary or nonmonetary, that have been pled in the Complaint and that arise out of or relate to the Incident and claims pled in the Complaint.

3.25 "Released Parties" means Defendant and any and all of its present or past affiliates, divisions, predecessors, successors, assignees, parents, or subsidiaries and the associates, employers, employees, agents, consultants, dealers, contractors, independent contractors, vendors, insurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, accountants, administrators, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, insurers, investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, officers, directors, general or limited partners of Defendant, and any and all other individuals or entities in which Defendant have a controlling interest or which are affiliated with them, or any other representatives of any of these persons and entities.

3.26 "Request for Exclusion" means a fully completed and properly executed written request for exclusion from the settlement, also known as an "opt-out request," that is timely delivered to the Settlement Administrator by a Settlement Class Member under Section VIII of this Agreement.

3.27 "Settlement Administration" means the Settlement Administrator's provision of notice of the settlement to the Settlement Class, Requests for Exclusion and Objection Notices received from Settlement Class Members, the Settlement Awards, the distribution of Attorneys' Fees and Expenses Award and the Class Representative Awards.

3.28 "Settlement Administrator" means Simpluris, Inc.

3.29 “Settlement Benefits” or “Settlement Awards” means the category of awards available to Settlement Class Members, including Documented Out-of-Pocket Losses, Social Security Number Impact Payments, and Pro Rata Cash Payments.

3.30 “Settlement Class” means all individuals within the United States of America whose PHI/PII and/or financial information was potentially exposed to unauthorized third parties as a result of the data breach experienced by Defendant no later than July 7, 2022. The Settlement Class specifically excludes: (i) Prosmile and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or Magistrate assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law or initiating, causing, aiding, or abetting the Incident or who pleads nolo contendere to any such charge.

3.31 “Settlement Class Member” means a member of the Settlement Class.

3.32 “Settlement Fund” means the non-reversionary settlement fund into which the Settlement Sum will be paid and from which the Settlement Administrator will distribute the Settlement Benefits, Class Representative Award, the Attorneys’ Fees and Expenses Award and Settlement Administration fees. The Settlement Fund is a common fund, intended to cover all payments required under this Agreement.

3.33 “Settlement Sum” means Four Hundred and Forty Thousand United States Dollars (\$440,000).

3.34 “Settlement Website” means a dedicated website established by the Settlement Administrator to provide information about the Agreement and Action upon which should be posted the documents set forth below. The Settlement Website will also accept online Claim Forms submitted, as well as timely Requests for Exclusion and Objections uploaded by Settlement Class Members.

3.35 “Social Security Number Impact Payment” means a payment, not to exceed \$500.00, available to Settlement Class Members whose Social Security Number was involved in the Incident, as verified by Defendant and the Claims Administrator. The number of Settlement Class Members eligible for this bucket of relief is estimated to be approximately 3,100 individuals. This award is subject to reduction from \$500.00 *pro rata* depending on the Net Settlement Fund, and number of Documented Out-of-Pocket Losses and Social Security Number Impact Payments submitted.

3.36 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Named Plaintiff, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties arising out of or related to the Incident and claims pled in the Complaint that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Settlement Class Members, including the Named Plaintiff,



expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims.

3.37 All time periods herein stated in terms of “days” shall be in calendar days unless otherwise expressly stated. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

#### **IV. Settlement Consideration**

4.1 In consideration for the settlement and releases provided herein, Defendant will pay the Settlement Sum into the Settlement Fund.

4.2 The Settlement Sum shall be the only source of payment for all costs of the settlement, including: (a) Settlement Awards; (b) costs of Settlement Administration; (c) the Attorneys’ Fees and Expenses Award (if any); and (d) Class Representative Award (if any).

4.3 All Settlement Class Members may submit requests for settlement benefits as set forth below (together, the “Settlement Benefits”):

- i. Reimbursement for Documented Out-of-Pocket Loss: All Settlement Class Members may submit a claim for Documented Out-of-Pocket Losses up to five thousand dollars (\$5,000) per individual.
  - a. “Documented Out-of-Pocket Losses” means the unreimbursed costs or expenditures incurred by a Settlement Class Member between December 22, 2023 and the Claims Deadline, as result of the Data Incident. Documented Out-of-Pocket Losses may include, but are not limited to, unreimbursed costs, expenses, or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Incident.
  - b. Settlement Class Members who elect to submit a claim for reimbursement of Documented Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address, (2) a brief description of the claimed out-of-pocket expenses, and (3) documentation supporting their claimed losses. Documentation supporting the claimed losses can include receipts or other documentation supporting the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.
  - c. Settlement Class Members seeking reimbursement for Documented Out-of-Pocket Losses must complete and submit either a written or online claim form to the Settlement Administrator, postmarked or electronically submitted on or

before the Claims Deadline. The claim form must be verified by the Settlement Class Member with an attestation that the claimant believes that the losses or expenses claimed were incurred as a result of the Data Incident.

- ii. Social Security Number Impact Payments: Settlement Class Members whose Social Security Numbers were exposed as a result of the Data Incident may file a claim for up to five hundred dollars (\$500). No out-of-pocket losses are required to make this claim. Only those Settlement Class Members who Defendant has confirmed to the Settlement Administrator had their Social Security Number exposed in the Incident may file a claim for this relief. Depending on the amount of claims filed under this bucket, this amount may be reduced *pro rata* if the amount of claims exceed the Net Settlement Fund. In no event will a Social Security Number Impact Payment claim exceed \$500.
- iii. Pro Rata Cash Payments: Settlement Class Members, with no documented out-of-pocket losses or no Social Security number exposed, can claim a pro rata cash payment by submitting a timely and valid claim form. The amount of the cash payment shall be increased or decreased on a pro rata basis, based on the funds remaining in the Settlement Fund, if any, following the payment of the following: the Fee Award, attorney cost reimbursement, any Service Awards, the Costs of Settlement Administration, CAFA Notice, claims for Documented Out-of-Pocket Losses (as may be reduced pro rata, if required), and claims for Social Security Numbers Impact Payments (collectively, the “Total Cost of Settlement”).
  - a. Settlement Class Members whose Social Security Number has been impacted may only make a claim for Documented Out-of-Pocket Losses and either (1) a Social Security Number Impact Payment or (2) a Pro Rata Cash Payment. A single Settlement Class Member cannot receive payments under both the Social Security Number Impact Payment and Pro Rata Cash Payment Buckets.
- iv. Should the amount of claims exhaust the Net Settlement Fund, the claims paid to Settlement Fund Members will be paid in this fashion: Documented Out-of-Pocket Losses first, then Social Security Number Impact Payments, and then Pro Rata Cash Payments.

4.4 System Enhancements. Without admitting any liability or that it is required to do so by law, Prosmile Holdings, LLC will integrate certain “System Enhancements,” including the following:

- a. Updates to its security training;
- b. Hiring of additional information technology (IT) staff;



- c. Acquiring a new accredited managed service provider and terminating its relationship with the service provider in place at the time of the data breach; and
- d. Enhanced security software.

These costs for these enhancements were paid separately and are not included in the \$440,000 fund.

**V. Preliminary and Final Approval of the Settlement**

5.1 Plaintiff shall file the Settlement and Release Agreement in the Court and move for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit 4, or an order substantially similar to such form, which shall, *inter alia*:

- (a) Stay all proceedings in the Court, other than those related to approval of the settlement;
- (b) Preliminarily certify the Settlement Class for settlement purposes only and preliminarily approve this Agreement for purposes of issuing the Class Notice;
- (c) Appoint Named Plaintiff as the Class Representative for settlement purposes only;
- (d) Appoint Class Counsel as counsel of the Settlement Class, for settlement purposes only;
- (e) Approve the Notice Program;
- (f) Approve the form and contents of a long-form notice (the “Long Form Notice”) to be posted on the Settlement Website substantially similar to the one attached hereto as Exhibit 3, and a short-form, summary notice to be emailed where possible and mailed to Settlement Class Members (the “Short Form Notice”) substantially similar to the one attached hereto as Exhibit 2, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in this Agreement, a description of the different Settlement Benefits available to Settlement Class Members, instructions for how to object to or submit a Request for Exclusion from the settlement, and the date, time and place of the Final Approval Hearing;
- (g) Appoint the Settlement Administrator, *Simpluris*;

- (h) Schedule an appropriate Opt-Out Deadline, Objection Deadline, and other settlement-related dates and deadlines to be included in the Class Notice; and
- (i) Schedule the Final Approval Hearing.

5.2 Defendant will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Agreement as Exhibit 4 and is otherwise consistent with this Agreement.

5.3 Class Counsel and Defendant's counsel shall request that the Court hold a Final Approval Hearing after notice is completed and at least 150 days after the entry of the Preliminary Approval Order, subject to the Court's availability, and grant Final Approval of the settlement set forth herein.

5.4 The proposed Final Approval Order that shall be filed with the motion for final approval shall be in the form set forth in Exhibit 5 as agreed upon by Defendant and Class Counsel and shall, among other things:

- (a) Determine that the Agreement is fair, adequate, and reasonable;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice Program satisfied due process requirements;
- (d) Bar and enjoin any Settlement Class Members who did not timely Opt-Out in accordance with the requirements of the Agreement from asserting any of the Released Claims;
- (e) Release and forever discharge Defendant and the Released Parties from the Released Claims, as provided for in this Agreement; and
- (f) Determine whether and to what extent to approve Class Counsel's application for an Attorneys' Fees and Expenses Award and for Class Representative Award to the Named Plaintiff.

## **VI. Notice Program**

6.1 Within five (5) business days after entry of the Preliminary Approval Order, which shall direct and authorize Class Notice, Defendant will advance to the Settlement Administrator the costs of notice.

6.2 Within five (5) business days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a list of Settlement Class Members in an Excel spreadsheet that includes, to the extent available, the name, email address, and mailing

address of each Settlement Class Member as reflected Defendant's business records. The Settlement Administrator shall cause notice to be disseminated to the Settlement Class pursuant to the Preliminary Approval Order and the Notice Program as described herein, the costs of which shall be costs of Settlement Administration.

6.3 Within twenty-five (25) days of the Settlement Administrator's receiving the Settlement Class Member data described in Paragraph 6.2, notice shall be provided to the Settlement Class as follows:

- (a) The Settlement Administrator shall email the Short Form Notice to Settlement Class Members who have known valid email addresses.
- (b) The Settlement Administrator shall mail the Short Form Notice via First Class U.S. mail to all Settlement Class Members, including those for whom known valid email addresses are available. Before mailing the Short Form Notice, the Settlement Administrator shall conduct a National Change of Address (NCOA) search and update the mailing addresses of Settlement Class Members accordingly. The Settlement Administrator shall also make reasonable efforts to find updated addresses for any Short Form Notice returned as undeliverable, and if found, re-mail the Short Form Notice to the new address within ten (10) days of receipt of the notification of undeliverability. The response deadlines shall be extended by 14 days for Settlement Class Members sent a re-mailed Short Form Notice.
- (c) The Settlement Administrator shall establish a dedicated Settlement Website. The Settlement Administrator shall post on the website copies of the Short Form Notice and Long Form Notice approved by the Court, as well as the Claim Form. The Settlement Administrator shall also post this Agreement, the Motion for Preliminary Approval of the Settlement, the Motion for Final Approval of the Settlement, the Motion for the Attorneys' Fees and Expenses Award and Class Representative Awards, and the Final Approval Order and Judgment. The Settlement Administrator shall maintain and update the website throughout the administration of the Settlement.
- (d) The Settlement Website will provide an option for Settlement Class Members to use their unique codes to upload objections to the Settlement or to upload their requests for exclusion.
- (e) The Settlement Administrator shall make available a toll-free number with interactive voice recognition, FAQs, and an option to speak to a live operator to address inquiries from Settlement Class Members.

6.4 The Notice Program shall be subject to approval by the Court. The Long Form Notice and Short Form Notice approved by the Court may be adjusted by the Settlement

Administrator in consultation with and agreement of the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval; however, no such adjustments may be implemented without prior approval of the Court. Before the Final Approval Hearing, Class Counsel shall cause to be filed with the Court an appropriate declaration from the Settlement Administrator demonstrating compliance with the court-approved Notice Program.

6.5 The Notice Program shall commence within thirty (30) days of the entry of the Preliminary Approval Order and shall be completed as set forth therein.

## **VII. Exclusions/Opt-Outs**

7.1 Each Settlement Class Member wishing to opt-out from the Settlement Class must individually sign and timely send a Request for Exclusion via: (1) U.S. mail, to the address designated by the Settlement Administrator; (2) e-mail, to the e-mail address designated by the Settlement Administrator; or (3) the Settlement Website, using a form prepared by the Settlement Administrator and made available for download and/or completion on the Settlement Website.

7.2 For a Request for Exclusion to be properly completed and executed, it must: (a) state the Settlement Class Member's full name, address, telephone number, and email address (if applicable); (b) contain the Settlement Class Member's personal signature or the signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Action (such as a trustee, guardian, or other person acting under a power of attorney); and (c) state unequivocally the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member; *i.e.*, one request is required for each Settlement Class Member seeking exclusion.

7.3 To be effective, a Request for Exclusion must be postmarked, emailed, or submitted online no later than the Opt-Out Deadline.

7.4 Within fourteen (14) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of the completed Requests for Exclusion. Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

7.5 All Persons who Opt-Out from the Settlement Class shall not receive any benefits of or be bound by the terms of this Agreement. All Persons falling within the definition of the Settlement Class who do not Opt-Out shall be bound by the terms of this Agreement and the Final Approval Order entered thereon.

## **VIII. Objections**

8.1 Each Settlement Class Member who does not file a timely Request for Exclusion may send a notice of intent to object to the settlement (an “Objection Notice”) or may appear at the Final Approval Hearing to state an objection. The Class Notice shall instruct Settlement Class Members who wish to object to the Agreement to send their Objection Notices to the Settlement Administrator by mail, email, or via upload to Settlement Website, or appear at the Final Approval Hearing. The Long Form Notice shall make clear that the Court can only approve or deny the Agreement and cannot change the terms. The Class Notice shall advise Settlement Class Members of the Objection Deadline.

8.2 Any Settlement Class Member who submits an Objection Notice must include in any such Notice: (i) his/her full name, address, telephone number, and e-mail address; (ii) the case name and number of the Action; (iii) the reason for the objection; and (iv) the objector’s signature or the signature of someone authorized to sign on the objector’s behalf. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel.

8.3 Any Settlement Class Member who fails to timely submit to the Settlement Administrator an Objection Notice by mail, email or via the Settlement Website or appear at the Final Approval Hearing shall not be permitted to object to the approval of the Agreement and shall be foreclosed from seeking any review of the Agreement or the terms of the Agreement by appeal or other means. To be timely submitted, an Objection Notice must be postmarked, emailed, or submitted online no later than the Objection Deadline.

8.4 If the date for the Final Approval Hearing is changed, the Settlement Administrator will post the new hearing date on the Settlement Website and will provide notice of the new hearing date to Settlement Class Members who submitted timely objections to the Settlement.

8.5 Settlement Class Members cannot both object to and exclude themselves from this Agreement. The Settlement Administrator shall attempt to contact any Settlement Class Members who submit both a Request for Exclusion and an Objection Notice at least one time by email or, if no email address is available, by telephone where a telephone number is available, or by regular U.S. mail to give the Settlement Class Members an opportunity to clarify whether they choose to exclude themselves or proceed with their objection. The Settlement Class Member shall have until fourteen (14) days prior to the Final Approval Hearing to inform the Settlement Administrator regarding his or her final choice. Any Settlement Class Member who attempts to both object to and exclude themselves from this Agreement and fails to follow up regarding their final choice will be deemed to have excluded themselves from the Settlement and will be considered to have forfeited their objection.

## **IX. Administration of the Settlement Fund**

9.1 The Settlement Administrator shall establish the Settlement Fund in a non-interest-bearing account. The Settlement Administrator shall administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1, *et seq.* Any taxes owed by the Settlement Fund

shall be paid by the Settlement Administrator out of the Settlement Fund. Defendant shall not have any other financial obligation under the Agreement. In addition, under no circumstances will Defendant have any liability for taxes or tax expenses under the Agreement.

9.2 Within thirty (30) days of an order granting Preliminary Approval, Defendant will pay the Settlement Sum, less the costs of Class Notice previously advanced to the Settlement Administrator, into the Settlement Fund.

9.3 The Settlement Administrator shall pay any additional notice and administration Costs, Class Representative Awards (if any), and the Attorneys' Fees and Expenses Awards (if any) out of the Settlement Fund within thirty (30) days of the Effective Date, or within thirty (30) days after the Court awards such Attorneys' Fees and Expenses Award and Class Representative Award, whichever is later.

9.4 The Settlement Administrator shall also determine the Settlement Awards to be paid to the Settlement Class Members according to the procedure set forth herein.

9.5 Settlement Awards. The Net Settlement Fund shall be distributed between all Settlement Class Members who submit a valid claim form. Each Class Member's eligibility for monetary relief will be based in part on whether the claimant has documented out-of-pocket losses or whether their Social Security number was exposed, or whether neither apply but they are still a verified Settlement Class Member. Additionally, all other claimants with no out-of-pocket losses and no social security numbers exposed will share the remainder of the fund on a *pro rata* basis. No settlement funds shall revert to Defendant. The Claim Form allows eligible claimants to receive their settlement payment via a simple online or check payment option.

9.6 Settlement Class Members will be notified of the option to receive digital payment (such as Venmo, PayPal, Zelle, or other options) in the Short Form Notice and will be directed to the Settlement Website to provide their preference. The Settlement Administrator shall distribute Settlement Awards by electronically transferring funds or mailing checks no later than thirty (30) days after the Effective Date. No Settlement Awards will be distributed without authorization from the Settling Parties. Settlement Award checks shall be valid for a period of ninety (90) days from issuance, and shall state, in words or substance, that the check must be cashed within 90 days, after which time it will become void. To the extent that a Settlement Check is not cashed within the specified time period after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) re-issue a check or mail the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued settlement checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.



9.7 The Settlement Administrator shall, within ten (10) days of receipt of notice of digital payment failure or of unclaimed digital payment, mail a paper check for the Settlement Award to each Settlement Class Member whose digital payment failed or who has not claimed their digital payment. In either event, the payment shall be subject to the issuance procedures set forth above in 9.6.

9.8 If there is any balance remaining in the Settlement Fund Account ninety (90) days after the Settlement Administrator completes the process for stopping payment on any Settlement Award checks that remain uncashed, the remaining funds will be distributed to a *cy pres* recipient approved by the Court. The Settling Parties propose the Electronic Privacy Information Center (“EPIC”) as the *cy pres* recipient. EPIC is a 501(c)(3) nonprofit that advocates for consumer privacy protections. Neither the Settling Parties nor their counsel are affiliated with EPIC. In no event shall any of the Settlement Fund revert to Defendant.

9.9 No Person shall have any claim against the Settlement Administrator, Defendant, Defendant’s Counsel, Class Counsel, and/or the Named Plaintiff based upon distributions of benefits to Settlement Class Members.

## **X. Releases**

10.1 Upon the Effective Date, and in consideration of the settlement benefits described herein, each Settlement Class Member that did not submit a valid Request for Exclusion, and each Named Plaintiff, whether or not they received a Settlement Award, will be deemed by this Agreement and by operation of the Final Approval Order to have completely and unconditionally released, forever discharged, and acquitted the Released Parties from any and all of the Released Claims, and each Settlement Class Member, including each Named Plaintiff, will be deemed to have also released Unknown Claims.

10.2 The Agreement shall be the sole and exclusive remedy for any and all Released Claims, including Unknown Claims, of Settlement Class Members. Upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against any Released Party any claims that are released by operation of the Agreement and the Final Approval Order.

10.3 Upon entry of the Final Approval Order, Defendant shall have fully, finally, and forever released, relinquished, and discharged as against Named Plaintiff, all claims arising out of, relating to or in connection with the institution, prosecution, assertion, defense, settlement, or resolution of the Action.

## **XI. Attorneys’ Fees and Class Representative Award**

11.1 Class Counsel shall apply to the Court for an Attorneys’ Fees and Expenses Award. Class Counsel will seek attorneys’ fees in an amount not to exceed one-third of the Settlement Sum, or One Hundred and Forty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$146,666.67). Class Counsel will also seek reimbursement of reasonable costs

incurred of up to \$25,000 in prosecuting this action from the Settlement Fund. The Attorneys' Fees and Expenses Award will be payable solely from the Settlement Fund. Class Counsel will serve Defendant's Counsel with such application no later than fourteen (14) days prior to the Objection Deadline. Defendant shall take no position with regard to Class Counsel's application for an Attorneys' Fees and Expenses Award if the application complies with the provisions of this section.

11.2 Class Counsel shall apply to the Court for a Class Representative Award of \$5,000 for the Named Plaintiff, payable solely from the Settlement Fund. Class Counsel will serve Defendant's Counsel with such application no later than fourteen (14) days prior to the Objection Deadline. Defendant shall take no position with regard to Class Counsel's application for Class Representative Award to the extent it does not exceed \$5,000.

11.3 The Settlement Administrator shall pay through wired deposits the Attorneys' Fees and Expenses Award (if any) and Class Representative Award (if any) from the Settlement Fund to Class Counsel within thirty (30) days of the Effective Date, or within thirty (30) days after the Court awards such Attorneys' Fees and Expenses Award and Class Representative Awards, whichever is later. Class Counsel will instruct the Settlement Administrator as to the payment directions for the Attorneys' Fees and Expenses Award and the Class Representative Award.

11.4 The finality or effectiveness of this Agreement shall not depend upon the Court awarding any particular Attorneys' Fees and Expenses Award or Class Representative Awards. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of the Attorneys' Fees and Expenses Award and/or Class Representative Awards shall affect whether the Judgment is final or constitute grounds for cancellation or termination of this Agreement.

## **XII. Conditions of Settlement, Cancellation, or Termination**

12.1 This Agreement is subject to and conditioned upon the occurrence of all of the following events:

- (a) The Court's entry of a Preliminary Approval Order;
- (b) The Court's entry of a Final Approval Order; and
- (c) The occurrence of the Effective Date.

12.2 If any of the conditions in Paragraph 13.1 do not occur, the Agreement shall, without notice, be automatically terminated unless the Settling Parties mutually agree in writing to proceed with the Agreement.

12.3 In the event the Agreement is not preliminarily or finally approved by the Court, or if final approval is reversed on appeal, the Settling Parties shall negotiate in good faith a new

settlement agreement that as closely as possible approximates the provisions contained in this Agreement while addressing the issues that prompted the denial or reversal.

12.4 In the event of termination, this Agreement shall have no further force or effect regarding the Settling Parties' rights.

12.5 Defendant conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Agreement only. If the Agreement, for any reason, is not finally approved or is otherwise terminated, Defendant reserves the right to assert any and all objections and defenses to certification of a class, and neither the Agreement nor any Order or other action relating to the Agreement shall be offered by any Person as evidence in support of a motion to certify a class for a purpose other than this Settlement.

12.6 Defendant shall have the unilateral right to terminate the Agreement and all of its payment obligations hereunder, except notice and settlement administration costs actually incurred, if, in the aggregate, more than five percent (5%) of Persons in the Settlement Class elect to exclude themselves from the Settlement Class pursuant to this Agreement. Defendant may exercise this right only by delivering written notice of intention to terminate to Class Counsel no later than ten (10) days following Defendant's receipt from the Settlement Administrator of the list containing all Opt-Outs referred to in Paragraph 7.4.

### **XIII. Miscellaneous Provisions**

13.1 The Settling Parties and their counsel agree to undertake their best efforts and mutually cooperate to effectuate this Agreement and the terms of the proposed settlement set forth herein, including taking all steps and efforts contemplated by this Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

13.2 The Exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

13.3 The Settling Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Agreement compromises claims that are contested and shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. The Settling Parties each agree that the settlement and this Agreement were negotiated in good faith and at arm's-length by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel.

13.4 This Agreement may be amended only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments may be made without additional notice to the Settlement Class Members unless such notice is required by the Court. No amendment to the Settlement Agreement may be made without Court approval once the Court has considered the Motion for Preliminary Approval.

13.5 Except as otherwise provided, this Agreement contains the entire agreement between the Settling Parties and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Settling Parties to this Agreement. The terms of this Agreement are and shall be binding upon each of the Settling Parties to this Agreement, their agents, attorneys, employees, successors, and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

13.6 This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of New Jersey. The Court will retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the Agreement.

13.7 Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13.8 Except as otherwise specifically provided for herein, each party shall bear their own attorney's fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Agreement.

13.9 In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other their attorneys' fees and costs, including expert witness fees.

13.10 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. 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.

13.11 As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

13.12 Any individual signing this Agreement on behalf of any Person represents and warrants that he or she has full legal right, power, and authority to execute and enter into the terms and conditions of this Agreement on behalf of such Person.

13.13 Defendant agrees not to retaliate against any Settlement Class Member, and Defendant will not induce or offer any advice to any Settlement Class Member to opt-out of, or object to, this Agreement.

13.14 The Settling Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action, and arrived at this Agreement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator.

13.15 The Settling Parties agree to submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose.

13.16 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of Federal Rule of Evidence 408 and its state law equivalent.

13.17 Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Agreement or other document to be given by any Settling Party to any other Settling Party shall be in writing and delivered by email, if to Defendant to the attention of the Defendant's Counsel, or if to the Named Plaintiff or the Settlement Class to Class Counsel, or to other recipients as the Court may specify.

13.18 This Agreement may be executed by the Settling Parties or their authorized representatives in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Scanned signatures or signatures sent by email or facsimile shall be as effective as original signatures.

13.19 The Settling Parties agree and acknowledge that this Agreement carries no precedential value and is the result of extensive, arms-length negotiations.

13.20 The Settling Parties represent and warrant that they have not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest to or in any of the Released Claims.

**IN WITNESS THEREOF**, the Settling Parties each acknowledge they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences. **IT IS SO AGREED.**

Kristina Middleton, *individually and as a Class Representative*

Prosmile Holdings, LLC  
*Defendant*

Signed by:  
Signature: Kristina Middleton  
6703D2E03A25411...

Signature: \_\_\_\_\_

Date: 3/17/2025

Name: \_\_\_\_\_

Plaintiff's Counsel

Title: \_\_\_\_\_

Signature: /s/ Kevin Laukaitis

Date: \_\_\_\_\_

Date: 3/17/2025

Defendant's Counsel

Signature: /s/ Daniel Tomascik

Signature: \_\_\_\_\_

Date: 3/17/2025

Date: \_\_\_\_\_

Signature: /s/ Natalia Perez

Date: 3/17/2025



13.14 The Settling Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action, and arrived at this Agreement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator.

13.15 The Settling Parties agree to submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose.

13.16 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of Federal Rule of Evidence 408 and its state law equivalent.

13.17 Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Agreement or other document to be given by any Settling Party to any other Settling Party shall be in writing and delivered by email, if to Defendant to the attention of the Defendant's Counsel, or if to the Named Plaintiff or the Settlement Class to Class Counsel, or to other recipients as the Court may specify.

13.18 This Agreement may be executed by the Settling Parties or their authorized representatives in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Scanned signatures or signatures sent by email or facsimile shall be as effective as original signatures.

13.19 The Settling Parties agree and acknowledge that this Agreement carries no precedential value and is the result of extensive, arms-length negotiations.

13.20 The Settling Parties represent and warrant that they have not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest to or in any of the Released Claims.

**IN WITNESS THEREOF**, the Settling Parties each acknowledge they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences. **IT IS SO AGREED.**

Kristina Middleton, *individually and as a Class Representative*

Prosmile Holdings, LLC  
*Defendant*

Signature: \_\_\_\_\_

Signed by:  
Signature: Shawn Paciotti  
32FDC7E237FF49D...

Date: \_\_\_\_\_

Name: Shawn Paciotti

Plaintiff's Counsel

Title: CFO

Signature: \_\_\_\_\_

Date: 3/14/2025

Date: \_\_\_\_\_

Defendant's Counsel  
Signed by:

Signature: \_\_\_\_\_

Signature: David Yudelson  
DAD6F10CB7E74DF...

Date: \_\_\_\_\_

Date: 3/17/2025

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit 1

ProSmile Holdings, LLC Settlement  
Administrator

**Your Claim Form Must Be Submitted  
Electronically or Postmarked by [ADD  
DATE]**

[ADD ADDRESS and WEBSITE]

United States District Court for the District of New Jersey  
*Middleton v. ProSmile Holdings, LLC*  
Civil Litigation No. 3:24-cv-00533-RK-TJB

**SETTLEMENT PAYMENT CLAIM FORM**

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT  
WEBSITE] OR POSTMARKED NO LATER THAN [INSERT DATE].**

**ATTENTION:** This Claim Form may be used by individuals who received direct notice from ProSmile Holdings, LLC (“ProSmile” or “Defendant”) that their personally identifiable information may have been implicated in the unauthorized access to ProSmile’s data environment which occurred on or about July 7, 2022 (“Data Incident”). All Settlement Class Members are eligible to claim: (i) up to five thousand dollars (\$5,000) reimbursement of documented out-of-pocket losses that are reasonably traceable to the Data Incident (“Documented Out-of-Pocket Losses”); or (ii) a pro rata cash payment (“Pro Rata Cash Payment”). Certain Settlement Class Members whose Social Security Number was exposed in the Incident are also eligible for a Social Security Number Payment of no more than \$1,000.00, subject to reduction *pro rata*.

To submit an Approved Claim, you must have been identified as a Settlement Class Member and received Postcard Notice of this Settlement with a **unique Claim Number**. You are a Settlement Class Member if you received direct notice that your Personal Information may have been implicated in the Data Incident.

You may file a claim for reimbursement for Documented Out-of-Pocket Losses. Documented Out-of-Pocket Losses consist of actual, documented out-of-pocket monetary losses, up to five thousand dollars (\$5,000).

In addition to seeking reimbursement for Documented Out-of-Pocket Losses, you may also make a claim for a Pro Rata Cash Payment.

If you have been notified by ProSmile Holdings, LLC that your Social Security Number was exposed, you can also elect for a Social Security Number Impact Payment of no more than \$500.00, subject to reduction *pro rata*. The Claims Administrator will verify that you are eligible for this claim. If you are eligible and elect for a Social Security Number Impact Payment, you cannot receive money under the Pro Rata Cash Payment.

**PLEASE BE ADVISED** that any documentation you provide in support of your Documented Out-of-Pocket Losses claim must be submitted **WITH** this Claim Form. No documentation is required for claiming the Pro Rata Cash Payment or the Social Security Number Payment.

**CLAIM VERIFICATION:** All claims are subject to verification. You will be notified if additional information is needed to verify your claim.

**ASSISTANCE:** If you have questions about this Claim Form, please visit the Settlement Website at

[INSERT] for additional information or call [INSERT PHONE NUMBER].

**PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR RECORDS.**

**Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.**

### **REGISTRATION**

First Name:	MI:	Last Name:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address:		
<input type="text"/>		
City:	State:	ZIP Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number:		
<input type="text"/> - <input type="text"/> - <input type="text"/>		
Email Address:		
<input type="text"/>		

**Please provide the Claim Number identified in the Postcard Notice that was mailed to you:**

*Instructions. Please follow the instructions below and answer the questions as instructed.*

### **CLAIM INFORMATION**

#### ***Section A. Confirm Your Eligibility***

**Did you receive a unique Claim Number indicating that you may be a member of the Settlement Class?**

☐ Yes ☐ No

*If yes, continue to the next question. If no, you are not a member of the Settlement Class and do not qualify to file a claim.*

#### ***Section B. Reimbursement for Documented Out-of-Pocket Losses***

You may submit a claim for reimbursement of documented out-of-pocket losses reasonably traceable to the Data Incident.

If it is verified that you meet all the criteria described in the Settlement Agreement and you submit the dollar amount of those losses along with sufficient documentation, you will be eligible to receive a payment compensating you for your losses of up to five thousand (\$5,000).

Examples of documentation that can be used to support your claim include: receipts, account statements,

etc. You may also support your claim by submitting information on the Claim Form that describes the expenses and how they were incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Providing documentation for your claimed losses does not guarantee that you will be entitled to receive the full amount claimed. All Approved Claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

Payment for your Approved Claim will be paid directly to you electronically unless you request to be paid by check as indicated below.

**If you expended money as a result of fraud or identity theft reasonably traceable to the Data Incident, you are eligible to see reimbursement for those documented, out-of-pocket losses. Examples include, without limitation:**

- Unreimbursed losses relating to fraud or identity theft;
- Professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
- Costs associated with freezing or unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after November 9, 2023; and
- Other expenses reasonably attributable to the Data Incident, such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

For each loss that you believe can be traced to the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide this information for this Claim Form to be processed.** Supporting documentation must be submitted alongside this Claim Form. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at **[Insert Website]**. Please do not directly communicate with ProSmile regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Examples of documentation include receipts for identity theft protection services, etc.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Unauthorized credit card charge	<div><div><div></div><div></div></div><div>-</div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div>	\$50.00	Letter from Bank
Example: Fees paid to a professional to remedy a falsified tax return	<div><div><div></div><div></div></div><div>-</div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div>	\$25.00	Copy of the professional services bill
	<div><div><div></div><div></div></div><div>-</div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div>	\$ <div><div><div></div><div></div><div></div><div></div></div><div>.</div><div><div></div><div></div></div></div>	



	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		
	MM - DD - YY	\$		

By checking the below box, I hereby declare under penalty of perjury that the information provided in this Claim Form to support the claimed Documented Out-of-Pocket Losses is true and correct.

- ☐ **Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Documented Out-of-Pocket Losses under penalty of perjury. I further understand that my failure to check this box may render my claim for Documented Out-of-Pocket Losses null and void.**

### ***Section C. Pro Rata Cash Payment***

In addition to compensation for Documented Out-of-Pocket Losses, you may also make a claim for a Pro Rata Cash Payment.

The amount of this pro rata cash payment may increase or decrease depending upon the number of Approved Claims made. *If you elect a Pro Rata Cash Payment, you cannot claim under the Social Security Number Impact Payment bucket.*

By checking the below box, I choose a Pro Rata Cash Payment.

- ☐ **Yes, I choose a Pro Rata Cash Payment.**

### ***Section D. Social Security Number Impact Payment***

**Did you receive notice, with your unique Claim Number, that you were one of several individuals who had their Social Security Number exposed in the Data Incident?**

- ☐ Yes ☐ No

*If yes, continue to the next question. If no, your Social Security Number was not exposed in the*

*Incident and you are not eligible for this bucket of relief.*

In addition to the Documented Out-of-Pocket Losses and Pro Rata Cash Payment, you may also make a claim for up to \$500.00 as a Social Security Number Impact Payment. The full amount of any benefit paid under this heading may decrease depending upon the number of Approved Claims made. *If you elect for a payment under the Social Security Number Impact Payment, you cannot receive any funds under the Pro Rata cash Payment bucket.*

By checking the below box, I choose to receive up to \$500.00 as a Social Security Number Impact Payment

☐ ***Yes, I choose to receive up to \$500.00 as a Social Security Number Impact Payment***

***Section E. Settlement Class Member Affirmation***

By submitting this Claim Form and checking the box below, I declare that I received notification from ProSmile that my personally identifiable information may have been implicated in the Data Incident. I declare that the claim of losses I have submitted are reasonably traceable to the Data Incident.

I understand that my claim and the information provided above will be subject to verification.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my claim consists of unaltered documents in my possession.

☐ **Yes, I understand that my failure to check this box may render my claim null and void.**

Please include your name in both the Signature and Printed Name fields below.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE MAILED BY OR  
RECEIVED ONLINE AT [INSERT WEBSITE]  
NO LATER THAN [INSERT CLAIMS DEADLINE]**

# Exhibit 2

## Middleton v ProSmile – Email Notice

From: donotreply@

Date: TBD

To: «Class Member Email»

Re: Legal Notice of Proposed Class Action Settlement – Middleton v. ProSmile Holdings, LLC

---

Class Member Name: «Firstname» «Lastname»

Class Member ID: «SIMID»

Notice ID: «Claim Login ID»

PIN: «PIN»

**LEGAL NOTICE**

*Kristina Middleton v. ProSmile Holdings, LLC, Case No. 3:24-cv-0053*

**IF YOU ARE A US RESIDENT WHOSE PERSONAL INFORMATION WAS IMPACTED BY  
THE PROSMILE DATA SECURITY INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer. You are not being sued.  
Please read this notice carefully and completely.*

- A Settlement has been reached with ProSmile Holdings, LLC (“Defendant” or “ProSmile”), in a class action lawsuit concerning the targeted cyberattack on the Defendant’s computer systems that occurred no later than July 7, 2022 (the “Data Security Incident”). Certain files containing private information were accessed. These files may have contained personal information such as names, dates of birth, Social Security numbers, driver’s license or other state identification card numbers, financial account numbers, payment card numbers, medical treatment information, diagnosis or clinical information, provider information, prescription information, and health insurance information.
- The lawsuit is captioned *Kristina Middleton v. ProSmile Holdings, LLC*, Case No. 3:24-cv-0053, pending in the United States District Court for the District of New Jersey (the “Action”).
- ProSmile denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- ProSmile’s records indicate that you are a Class Member, and entitled to an automatic settlement payment.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully and completely.
- A copy of the Settlement is available here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**How do I know if I am a Class Member?** All US residents whose personal information was impacted by the July 7, 2022, Data Security Incident are Class Members. ProSmile's records indicate that you are a Class Member.

**What are the Settlement benefits?** ProSmile has agreed to provide a Settlement Fund of \$440,000.00. After court-approved attorneys' fees and expenses, a service award for the Class Representative, and costs of administration are paid, the net amount of the Settlement Fund will be distributed to Settlement Class Members based on the election of: 1) Reimbursement for Documented Out-of-Pocket Losses; 2) Pro Rata Cash Payments; or, for those eligible, 3) Social Security Number Impact Payments by Settlement Class Members who submit a valid claim.

Complete details are available at: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**How do I receive a payment?** You do not need to submit a claim, or do anything else. All Class Members who do not exclude themselves from the Settlement will receive a payment.

If you would like to receive your payment digitally (through PayPal, Venmo, Zelle, etc.), [CLICK HERE](#) to select how you would like to be paid. You must make this selection by [REDACTED], 2025

**Who represents me?** The Court has appointed attorney Kevin Laukaitis, Natalia Perez, and Daniel Tomascik of Laukaitis Law, LLC, to represent you and other Class Members ("Class Counsel").

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [\[Opt-Out Deadline\]](#) or you will not be able to sue ProSmile for the claims made in this lawsuit. If you exclude yourself, you cannot get a payment from this Settlement.

If you want to object to the Settlement, you may file an objection by [\[Objection Deadline\]](#).

The Settlement Agreement explains how to exclude yourself or object, and can be found here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**When will the Court decide whether to approve the Settlement?** The Court will hold a Final Approval Hearing on [\[DATE\]](#) at the [\[ADDRESS\]](#), to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for up to \$146,666.67 for attorneys' fees, costs, and expenses, and a \$5,000 Class Representative Award for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call [\[TOLL FREE NUMBER\]](#) or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

# Exhibit 3



## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Kristina Middleton v. ProSmile Holdings, LLC*  
Case No. 3:24-cv-0053  
United States District Court for the District of New Jersey

**IF YOU ARE A US RESIDENT WHOSE PERSONAL INFORMATION WAS  
IMPACTED BY THE PROSMILE DATA SECURITY INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO A CASH PAYMENT.**

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with ProSmile Holdings, LLC (“Defendant” or “ProSmile”), in a class action lawsuit concerning the targeted cyberattack on the Defendant’s computer systems that occurred on or about July 7, 2022 (the “Data Security Incident”). Certain files containing private information were accessed. These files may have contained personal information such as names, dates of birth, Social Security numbers, driver’s license or other state identification card numbers, financial account numbers, payment card numbers, medical treatment information, diagnosis or clinical information, provider information, prescription information, and health insurance information.
- The lawsuit is captioned *Kristina Middleton v. ProSmile Holdings, LLC*, Case No. 3:24-cv-0053, pending in the United States District Court for the District of New Jersey (the “Action”).
- ProSmile denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- ProSmile’s records indicate that you are a Class Member, and entitled to an automatic settlement payment.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>DO NOTHING</b>	<p>If you do nothing, you will remain in the Class and automatically get a settlement payment. If you would like to receive your payment digitally (through PayPal, Venmo, Zelle, etc.), please visit <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a> by [REDACTED], 2025, to select how you would like to be paid.</p> <p>By staying in the Class you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement</p>	No Deadline
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	[REDACTED], 2025
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	[REDACTED], 2025

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

BASIC INFORMATION .....	3
WHO IS IN THE SETTLEMENT .....	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS .....	5
THE LAWYERS REPRESENTING YOU .....	5
EXCLUDING YOURSELF FROM THE SETTLEMENT .....	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	6
THE COURT’S FINAL APPROVAL HEARING .....	7
IF I DO NOTHING .....	8
GETTING MORE INFORMATION .....	8

## Basic Information

### 1. Why was this Notice issued?

The United States District Court for the District of New Jersey authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Kristina Middleton v. ProSmile Holdings, LLC*, Case No. 3:24-cv-0053, pending in the United States District Court for the District of New Jersey. The Person that filed this lawsuit is called the “Plaintiff” (or “Class Representatives”) and the company they sued, ProSmile Holdings, LLC, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during a targeted cyberattack beginning no later than July 7, 2022, on the Defendant’s computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names, dates of birth, Social Security numbers, driver’s license or other state identification card numbers, financial account numbers, payment card numbers, medical treatment information, diagnosis or clinical information, provider information, prescription information, and health insurance information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. This individual is called a “Plaintiff” or “Class Representative.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Kristina Middleton, and everyone included in this Action are the Class Members.

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

The Court did not decide whether the Plaintiff or the Defendant is right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. Plaintiff and her attorney think the Settlement is best for all Class Members.

### Who is in the Settlement?

#### 5. Who is included in the Settlement?

The court has defined the Class this way: “all individuals within the United States of America whose PHI/PII and/or financial information was potentially exposed to unauthorized third parties as a result of the data breach experienced by Defendant no later than July 7, 2022.”

This means that all US residents whose personal information was impacted by the Data Security Incident are Class Members.

#### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) ProSmile’s officers, directors, members and shareholders; and (3) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are included in the Settlement Class, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ProSmile Data Security Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

### The Settlement Benefits

#### 7. What does the Settlement provide?

ProSmile will establish a Settlement Fund of \$440,000.00. The court-approved costs of litigating this lawsuit, including attorney’s fees, will be paid from the Settlement, along with a Class Representative Award, and the costs of administering the Settlement.

Settlement Class Members will be able to claim funds in the remaining Settlement Fund (referred to as the “Net Settlement Fund”) through three buckets of relief: 1) by submitting a claim for reimbursement of Documented Out-of-Pocket Losses for up to \$5,000; 2) electing to receive a *pro rata* cash payment for the remainder of the Net Settlement Fund, or, for those eligible, 3) electing to receive a Social Security Number Impact Payment of no more than \$500.00. Settlement Class Members eligible to receive a Social Security Number Impact Payment may also make a claim for Documented Out-of-Pocket Losses, but may only elect a claim for *either* a *pro rata* cash payment or Social Security Number Impact payment, and not both.

If you have questions about your payment, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ProSmile Data Security Incident Settlement, c/o Settlement Administrator, [PO Box Address].

## 8. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Release" section of the Settlement Agreement (Section X) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

### 9. Do I submit a claim for a Settlement payment?

**Yes, you will need to submit a claim.** Claim forms will be sent via e-mail and U.S. mail where e-mail service is not possible. On the Claim Form, Settlement Class Members will elect the type of relief they would like to receive from the Settlement. If you receive a Claim Form, you will have until \_\_\_\_\_ to submit the Claim. If you do not submit a claim by that time, and you do not also either Opt-Out, Object, or Exclude yourself from the Settlement prior to that point, you will not be able to receive relief from the Settlement and any claims you have for relief from ProSmile as they relate to the July 7, 2022 Data Incident will be foreclosed.

There are three buckets of relief Settlement Class Members may elect:

1. Documented Out-of-Pocket Losses: All Settlement Class Members may elect to receive up to \$5,000 in reimbursement for documented-out-of-pocket losses, regardless of whether they also elect to receive a *pro rata* cash payment or Social Security Number Impact Payment. Losses that Class Members seek reimbursement for must be accompanied by reasonable documentation and are subject to review and verification by the Claims Administrator prior to approval.
2. Additionally, Settlement Class Members may elect one of the two:
  - a. *Pro Rata* Cash Payments: All Settlement Class Members may additionally elect to receive a *pro rata* cash payment, the final number to be determined based on funds remaining in the Net Settlement Fund after Documented Out-of-Pocket Losses and Social Security Number Impact Payments are paid.
  - b. Social Security Number Impact Payments: Settlement Class Members that have been notified that their Social Security Numbers were exposed in the July 7, 2022 Data Incident may, in lieu of the *pro rata* cash payment, elect to receive a Social Security Number Impact Payment in an amount not to exceed \$500.00. If you are eligible for this bucket of relief, you will be notified in your claim notice. All elections under this bucket are subject to verification by the Claims Administrator.
3. All Settlement Class Members may elect to receive reimbursement of Documented Out-of-Pocket Losses, as well as one of the following: 1) a *pro rata* cash payment, or 2) a Social Security Number Impact Payment (if eligible). Settlement Class Members cannot receive funds under both the *pro rata* cash payment bucket and the Social Security Number Impact Payment buckets.
4. In the event the Net Settlement Fund is exhausted, payments shall be made in the following order: 1) Documented Out-of-Pocket Losses, 2) Social Security Number Impact Payments, and 2) *Pro Rata* Cash Payments. Both the Social Security Number Impact Payments and *pro rata* cash payments are subject to *pro rata* adjustments based on availability of funds.

If you would like to receive your payment digitally (through PayPal, Venmo, Zelle, etc.), please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) by           , 2025, to select how you would like to be paid.

### 10. Are there any important Settlement payment deadlines?

If you would like to receive your payment digitally, you must visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) by           , 2025, to make your selection.

### 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on           , 2025 (**see Question 18**). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court appointed attorneys Kevin Laukaitis, Natalia Perez, and Daniel Tomascik of Laukaitis Law, LLC, to represent you and other Class Members (“Class Counsel”).

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

### 14. How will Class Counsel be paid?

Class Counsel will seek Court approval for attorneys’ fees and litigation costs, not to exceed \$146,666.67, and a Class Representative Award of \$5,000.00 for the named Plaintiff. These fees, costs, and awards, as well as the costs of administration, will be paid from the Settlement Fund.

## Excluding Yourself from the Settlement

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

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out you will not receive a Settlement payment, but you will keep any rights you may have to sue the Defendant on your own about the legal issues in this case.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Action: *Kristina Middleton v. ProSmile Holdings, LLC*, Case No. 3:24-cv-0053, pending in the United States District Court for the District of New Jersey

- (2) your full name and current address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

You have three options to submit your Request for Exclusion:

**Online.** An online Request for Exclusion form is available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**By US Mail.** Mail your Request for Exclusion to the Settlement Administrator at:

ProSmile Data Security Incident Settlement  
ATTN: Exclusion Request  
[PO Box Address]

**By Email.** Send a scan or photograph of your Request for Exclusion to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). The scan or photograph must be clear and legible to be valid.

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

## Commenting on or Objecting to the Settlement

### 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Action: *Kristina Middleton v. ProSmile Holdings, LLC*, Case No. 3:24-cv-0053, pending in the United States District Court for the District of New Jersey;
- (2) your full name, mailing address, telephone number, and email address;
- (3) all the reasons you object; include any legal support you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) your signature (or, if you have hired your own lawyer, your lawyer’s signature).

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send copies of the objection to Class Counsel and counsel for ProSmile.

Clerk of the Court	Class Counsel	Counsel for ProSmile
Clerk of the Court <b>[COURT ADDRESS]</b>	Kevin Laukaitis <b>Laukaitis Law LLC</b> 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907 klaukaitis@laukaitislaw.com	David A. Yudelson <b>Constangy, Brooks, Smith &amp; Prophete, LLP</b> 2029 Century Park East Suite 1100 Los Angeles, CA 90067 dyudelson@constangy.com

Your objection must be sent to the Court by US Mail.

You may send copies to Class Counsel and counsel for ProSmile by US Mail, or by emailing them a clear and legible scan or photograph of your objection (emails provided above). You may also upload a clear and legible scan or photograph of your objection to the Settlement Administrator on the settlement website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), and it will be forwarded to Class Counsel and counsel for ProSmile.

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

### 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on \_\_\_\_\_, 2025 at \_\_\_\_\_:\_\_\_\_\_ Eastern Time, in Room XXX of the United States District Court for the District of New Jersey, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement, how much attorneys' fees and costs Class Counsel should receive for representing the Settlement Class, and whether to award a Class Representative Award to the Class Representative who brought this Action on behalf of the Settlement Class. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.



## If I Do Nothing

### 20. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any relief, as described in **Question 7**. It is important that if you would like relief, you submit a claim and make the appropriate election.

You will also give up the rights described in **Question 8**.

## Getting More Information

### 21. How do I get more information?

This Notice summarizes the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ProSmile Data Security Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

# Exhibit 4