SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Priti Patel ("Plaintiff"), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 35), and New York School of Interior Design ("NYSID" or "Defendant") (collectively the "Parties"), in the action *Priti Patel v. New York School of Interior Design*, Case No. 156767/2026 filed on May 27, 2026, in the Supreme Court of the State of New York, County of New York (the "Action"). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 28), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on July 17, 2025, Plaintiff filed a Class Action Complaint against Defendant in the United States District Court for the Southern District of New York, titled *Priti Patel v. New York School of Interior Design*, Case No. 1:25-cv-05890 (the "Federal Action"), relating to the Data Incident, as defined below;

WHEREAS, the Parties engaged in settlement negotiations and exchanged informal discovery, including information necessary to evaluate their respective settlement positions;

WHEREAS, after mediation administered by JAMS on January 16, 2026, the Parties reached agreement on the material terms of this Agreement;

WHEREAS, the Parties agreed to dismiss the Federal Action and refile the Action in the New York State Supreme Court, New York County, filing the Action on May 27, 2026;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action, denies any and all liability or wrongdoing of any kind, denies all charges of wrongdoing or liability as alleged, or which could be alleged, and otherwise denies any liability to Plaintiff and Settlement Class Members in any way;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, when Judgment becomes Final (defined herein), the Action and the Released Claims (including Unknown Claims) shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, subject to Court approval, on the following terms and conditions:

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. "Approved Claim" means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. "Alternative Cash Payment" means the cash payment of $50.00 that Settlement Members can claim as set forth in Paragraph 43(d).

3. "Claim Form" means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, Lost Time and/or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

4. "Claims Deadline" means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

5. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

6. "Claims Review Process" means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.

7. "Court" means the Supreme Court of the State of New York, County of New York.

8. "Credit Monitoring Services" means the credit monitoring services described in Paragraph 42, which includes three (3) years of three-bureau credit monitoring.

9. "Data Incident" means the cybersecurity incident affecting Defendant that occurred on or around November 2, 2023 through November 26, 2023.

10. "Defendant's Counsel" means Mullen Coughlin LLC.

11. "Effective Date" means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 66.

12. "Extraordinary Losses" means unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between November 2, 2023, and the Claims Deadline that results from actual identity theft, fraud or similar criminal victimization, the loss is not already covered as an Ordinary Loss pursuant to Paragraph 43(b), and the Participating

Settlement Class Member made reasonable efforts to avoid, mitigate, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. The maximum amount any one Settlement Class Member may recover for Extraordinary Losses is $5,000.00, made under penalty of perjury. Extraordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(a).

13. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

14. "Final" means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is approved by the Approving Court; (b) the Approving Court has entered the Final Approval Order and Judgment; and (c) either (i) no appeal has been taken from the Final Approval Order and Judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the Final Approval Order and Judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions, rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys' fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

15. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representative.

16. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the New York Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

17. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

18. "Notice" means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** ("Short Form Notices") and **Exhibit B** ("Long Form Notice").

19. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

20. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. "Objection Deadline" is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be 30 days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

22. "Opt Out" means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

23. "Opt-Out Deadline" is the last day on which a Settlement Class Member may postmark a Request for Exclusion, 30 days before the initial scheduled Final Approval Hearing.

24. "Ordinary Losses" means unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between November 2, 2023, and the Claims Deadline, including, without limitations and by way of example losses associated with 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 mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The maximum amount any one Settlement Class Member may recover for Ordinary Losses is $500.00, made under penalty of perjury. Ordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(b).

25. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 55.

26. "Personal Information" includes, but is not limited to, Social Security numbers, driver's license or state identification numbers, Passport numbers, financial account information, payment card information, health insurance information, medical information, taxpayer identification number, student identification number and biometric information. The term "Personal Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

27. "Preliminary Approval Order" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement

under the New York Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

28. "Released Claims" means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action or Federal Action, including the complaints and any amendments thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action or Federal Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. "Released Parties" means NYSID, NYSID's past or present parents, subsidiaries, divisions, departments, and related or affiliated entities, and each and every one of these entities' respective predecessors, successors, assigns, owners, Trustees, and their present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of NYSID's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns, and includes, without limitation, any individual related to any entity who is, was, or could have been named as a defendant in the Action or the Federal Action. Each of the Released Parties may be referred to individually as a "Released Party."

30. "Releasing Parties" and a "Releasing Party" shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

31. "Request for Exclusion" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 55.

32. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Paragraph 72.

33. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. "Settlement Administrator" means Simpluris, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant's Counsel, to administer the settlement.

35. "Settlement Class" means All individuals residing in the United States whose PII was impacted in the Data Incident affecting Defendant in or around November 2023, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who submit a timely and valid Request for Exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

36. "Settlement Class Counsel" means Strauss Borrelli PLLC.

37. "Settlement Class List" means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

38. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

39. "Settlement Class Representative" means Priti Patel.

40. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 47.

41. "Settlement Website" means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 53.

SETTLEMENT BENEFITS AND REIMBURSEMENT

42. **Credit Monitoring Services.** All Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include three (3) years of three-bureau credit monitoring.

43. **Cash Benefits**. Defendant will pay Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time, or Alternative Cash Payments, as described below.

a. **Claims for Extraordinary Losses** up to a total of $5,000.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members with Extraordinary Losses must submit documentation supporting their claims. This can include receipts or other

documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Extraordinary Losses on the minor's behalf.

b. **Claims for Ordinary Losses** up to a total of $500.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Ordinary Losses on the minor's behalf.

c. Lost Time. NYSID will reimburse Lost Time at $25 per hour for up to four (4) hours (up to $100 total), which shall count toward the $500 cap for Ordinary Losses.

d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of $50.00 per Settlement Class Member in lieu of claims for Extraordinary Losses, Ordinary Losses or Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Extraordinary Losses, Ordinary Losses or Lost Time. However, Participating Settlement Class Members may claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

44. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

45. **Submission of Electronic and Hard Copy Claims**. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will

maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

46. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Extraordinary Losses, Ordinary Losses, Lost Time, Alternative Cash Payment, or Credit Monitoring Services are valid.

a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 43 above.

d. The Settlement Administrator will determine to what extent documentation for Extraordinary Losses, Ordinary Losses or Lost Time reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.

e. In determining whether claimed Extraordinary Losses, Ordinary Losses or Lost Time are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after November 2, 2023; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.

f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

h. To the extent the Settlement Administrator determines that a timely claim for Extraordinary Losses, Ordinary Losses, Lost Time, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the

Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching a disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

47. **Payment**.

a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time, Credit Monitoring Services, or the Alternative Cash Payment, and also provide written funding instructions to Defendant. Within forty-five (45) days after receiving this accounting, but no earlier than twenty (20) days after the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.

b. Payments issued by the Settlement Administrator for Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 47(a).

c. All Participating Settlement Class Members who fail to submit a valid Claims Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

48. **Timing**. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

49. **Returned Checks**. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone call to the Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

50. **Voided Checks**. In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

SETTLEMENT CLASS NOTICE

51. **Timing of Notice**. Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice via email where an email address is available and via postcard through First Class U.S. Mail where only a mailing address is available, by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

52. **Form of Notice**. Notice shall be disseminated to Settlement Class Members on the Settlement Class List via email where an email address is available and via postcard through First Class U.S. Mail where only a mailing address is available. Notice shall also be provided on the Settlement Website. The Notice mailed or emailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (*e.g.,* skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. A reminder notice will be sent 30 days before the Claim if the Valid Claims rate is under two percent (2%) as of 45 days before the Claim Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

53. **Settlement Website**. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to

dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

54. **Cost of Notice and Administration**. Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 42–43. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount.

OPT-OUTS AND OBJECTIONS

55. **Opt-Outs**. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

a. The Request for Exclusion must include the name of the Action, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at

the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 55, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

56. **Objections**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

DUTIES OF THE SETTLEMENT ADMINISTRATOR

57. **Duties of Settlement Administrator**. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;

d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, or Objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;

k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;

m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

58. **Certification of the Settlement Class**. For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor

any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

59. **Preliminary Approval**. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

60. **Final Approval**. Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, no later than forty-five (45) days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. In connection with the motion for preliminary approval, Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

61. **Jurisdiction**. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

MODIFICATION AND TERMINATION

62. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary

Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

63. **Termination**. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

64. **Effect of Termination**. In the event of a termination as provided in Paragraph 63, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

65. **Settlement Not Approved**. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

EFFECTIVE DATE

66. **Effective Date**. The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Settling Parties and their counsel;

b. the Court has entered the Preliminary Approval Order, as required by Paragraph 59, without material change;

c. The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

d. NYSID has not exercised its option to terminate the Settlement Agreement pursuant to Paragraph 63;

e. The Court has entered the Judgment granting final approval to the Settlement as set forth herein; and

f. the Judgment has become Final, as defined in Paragraph 60.

67. **If Effective Date Fails to Occur**. If all conditions specified in Paragraph 66 are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

RELEASES

68. **The Release**. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

69. **Unknown Claims**. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action or the Federal Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation to the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The

Parties acknowledge, and the Releasing Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver is a material term of the Agreement.

70. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

71. **Bar to Future Suits**. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

SERVICE AWARD PAYMENTS

72. **Service Award Payments**. At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition of their contributions to this Action not to exceed Five Thousand Dollars and Zero Cents ($5,000.00). If more than $5,000.00 is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Prior to the disbursement or payment of the Service Award Payment, the Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

73. **No Effect on Agreement**. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

ATTORNEYS' FEES, COSTS, EXPENSES

74. **Attorneys' Fees and Costs and Expenses**. At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Two Hundred and Sixty-Five Thousand Dollars ($265,000.00). If more than $265,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

75. **No Effect on Agreement**. The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

NO ADMISSION OF LIABILITY

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

77. **No Use of Agreement**. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who

opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

MISCELLANEOUS

78. **Integration of Exhibits**. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

79. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

80. **Resolution**. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

81. **Deadlines**. 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. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

82. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

83. **Singular and Plurals**. 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 and reasonably dictates.

84. **Headings**. 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.

85. **Construction**. For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

86. **Cooperation of Parties**. The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

87. **Obligation to Meet and Confer**. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

89. **Governing Law**. The Agreement shall be construed in accordance with, and be governed by, the laws of New York, without regard to choice of law principles.

90. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

91. **Notices**. All notices to Settlement Class Counsel and Defendants Counsel provided for herein, shall be sent by email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Richard Haggerty
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
rhaggerty@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

92. **Authority**. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

93. **No Government Third-Party Rights or Beneficiaries**. No government agency or official can claim any rights under this Agreement or Settlement.

94. **No Collateral Attack**. The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

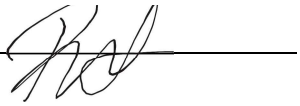
95. **Survival**. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

96. **Severability**. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Approving Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

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

SIGNATURES

Priti Patel

By:  Date: 07 / 16 / 2026

New York School of Interior Design

By: _____ Date: _____

Doc ID: aa0507ac21b67db3ac8b269e5cac3868c2447a47

96. **Severability**. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Approving Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

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

SIGNATURES

Priti Patel

By: _____ Date: _____

New York School of Interior Design

By: _____ Date: 7/13/2026

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____ Date: 7/16/2026
Cassandra P. Miller

Counsel for Defendant

By: _____ Date: July 13, 2026
Richard Haggerty

EXHIBIT A-1

FILED: NEW YORK COUNTY CLERK 07/17/2026 10:20 AM INDEX NO. 156767/2026
NYSCEF DOC. NO. 16 RECEIVED NYSCEF: 07/17/2026

NYSID Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

Priti Patel v.
New York School of Interior Design
Index No. 156767/2026

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2023 NEW YORK SCHOOL OF INTERIOR DESIGN, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

Login ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This notice is only a summary. Visit www.[SettlementWebsite].com Or scan this QR code for complete information.

QR code

FILED: NEW YORK COUNTY CLERK 07/17/2026 10:20 AM INDEX NO. 656161/2026
NYSCEF DOC. NO. 16 RECEIVED NYSCEF: 07/17/2026

Why am I receiving this notice? A Settlement has been reached with New York School of Interior Design ("NYSID") in a class action lawsuit ("Settlement"). The case is about the November 2023 cyberattack on NYSID's computers (the "Data Incident"). Files containing private information were accessed. NYSID denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All individuals residing in the United States whose PII was impacted in the Data Incident affecting Defendant in or around November 2023, including all those individuals who received notice of the Data Incident." In this sentence, PII means Personally Identifiable Information.

The Court has appointed an experienced attorney, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim three years of **Credit Monitoring Services** and either (a) submit claims for **losses and/or lost time**, or (b) elect a **$50 Alternative Cash Payment**, but not both.

If you have documented losses, you can get back up to $500 for out-of-pocket expenses and up to $5,000 for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back $25/hour for up to four hours (up to **$100**). *Instead of any other cash payment,* you can get a one-time **$50** Alternative Cash Payment. You may claim Credit Monitoring Services in addition to the $50 Alternative Cash Payment.

Full details and instructions are available online.

How do I receive a benefit? You must submit a valid and timely claim online or by mail. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue NYSID for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorney's fees and costs of up to $265,000, and $5,000 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

QR code

2D bar code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT A-2

TO: «Email Address»
FROM: "NYSID Data Incident Settlement" «info@[SettlementWebsite].com»
SUBJECT: NYSID Data Incident Settlement – You are Eligible to File a Claim

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LEGAL NOTICE

Priti Patel v. New York School of Interior Design
Index No. 156767/2026
Supreme Court for New York County, New York

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2023 NEW YORK SCHOOL OF INTERIOR DESIGN DATA 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.

Dear «First» «Last»:

A Settlement has been reached with New York School of Interior Design ("NYSID") in a class action lawsuit about the November 2023 cyberattack on NYSID's computers (the "Data Incident"). Files containing private information were accessed.

NYSID denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at www.[SettlementWebsite].com.

Who is included in the Settlement? The Court has defined the class as: "All individuals residing in the United States whose PII was impacted in the Data Incident affecting Defendant in or around November 2023, including all those individuals who received notice of the Data Incident."

The Court has appointed an experienced attorney, called Class Counsel, to represent the Class.

What are the Settlement benefits? You can claim three years of **Credit Monitoring Services** and either (a) submit claims for **losses and/or lost time**, or (b) elect a **$50** Alternative Cash Payment, but not both.

If you have documented losses, you can get back up to **$500** for out-of-pocket expenses and up to **$5,000** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back $25/hour for up to four hours (up to **$100**). *Instead of any other cash payment*, you can get a one-time **$50** Alternative Cash Payment, but you cannot receive both the Alternative Cash Payment and other cash reimbursements. You may also claim Credit Monitoring Services in addition to the $50 Alternative Cash Payment.

How do I receive a benefit? Visit www.[SettlementWebsite].com to submit your claim.

To receive a paper copy and submit by US Mail, call XXX-XXX-XXXX, or email your request to info@[SettlementWebsite].com. **Claims must be submitted online, mailed, or emailed by [Claims Deadline]**.

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 NYSID for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [**Objection Deadline**]. The Settlement Agreement, available on the Settlement website at www.[SettlementWebsite].com, explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $265,000.00, and $5,000.00 for 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 1-XXX-XXX-XXXX or click here: **www.[SettlementWebsite].com**.

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

SIMID: *«SIMID»*
CaseID: *[CaseID]*

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Priti Patel v. New York School of Interior Design
Index No. 156767/2026
Supreme Court for New York County, New York

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2023 NEW YORK SCHOOL OF INTERIOR DESIGN, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND 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 New York School of Interior Design ("NYSID" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on NYSID's computer systems that occurred in November 2023 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as Social Security numbers; driver's license or state identification numbers; Passport numbers; financial account information; payment card information; health insurance information; medical information; taxpayer identification number; student identification number and biometric information.
- The lawsuit is called *Priti Patel v. New York School of Interior Design*, Index No. 156767/2026. It is pending in the Supreme Court for New York County, New York (the "Litigation").
- NYSID 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.
- NYSID's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from NYSID.
- 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
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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.	**_____, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and 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.	No Deadline

- 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
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Basic Information

1. Why was this Notice issued?

The Supreme Court for New York County, New York, 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 called *Priti Patel v. New York School of Interior Design*, Index No. 156767/2026. It is pending in the Supreme Court for New York County, New York. The person that filed this lawsuit is called the "Plaintiff" (or "Class Representative") and the company she sued, New York School of Interior Design, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the November 2023 targeted cyberattack on NYSID's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as Social Security numbers; driver's license or state identification numbers; Passport numbers; financial account information; payment card information; health insurance information; medical information; taxpayer identification number; student identification number and biometric information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." 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 Priti Patel. Everyone included in this Action is a Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are 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. The Plaintiff and their 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 residing in the United States whose PII was impacted in the Data Incident affecting Defendant in or around November 2023, including all those individuals who received notice of the Data Incident." In this sentence, PII means Personally Identifiable Information.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) NYSID and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Incident.

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

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: NYSID Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

Settlement benefits are available only to Settlement Class Members who do not exclude themselves from the Settlement and who submit valid and timely claims.

All Settlement Class Members may enroll in **Credit Monitoring Services** and may **either** (a) submit claims for **Extraordinary Losses**, **Ordinary Losses**, and/or **Lost Time**, or (b) elect an **Alternative Cash Payment**, but not both.

Settlement Class Members who elect the Alternative Cash Payment cannot also receive reimbursement for Extraordinary Losses, Ordinary Losses, or Lost Time, but may still claim Credit Monitoring Services.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in three (3) years of in three (3) years of three-bureau credit monitoring services. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH BENEFIT OPTIONS

Claims for Ordinary Losses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **$500.00**. The losses must have occurred between November 2, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Claims for Extraordinary Losses. If you lost money because of identity theft or fraud, you can get back up to **$5,000.00**. The losses must have occurred between November 2, 2023, and [Claims Deadline].

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between November 2, 2023, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at $25.00 per hour, for a maximum of **$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Lost Time payments count toward the $500.00 cap for Ordinary Losses.

Alternative Cash Payment. *Instead of any other cash payment option*, you may claim a one-time cash payment of **$50**.

You do not have to provide any proof or explanation to claim this payment.

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

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: NYSID Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

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

If you stay in the class, you won't be able to be part of any other lawsuit against NYSID about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Paragraphs 68-71) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

NYSID Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***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 has appointed the law firm of Strauss Borrelli PLLC, 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 ask the court to approve $265,000.00 as reasonable attorney's fees and reimbursement of litigation costs. This amount will be paid by NYSID.

Class Counsel will also ask for a Service Award Payment of $5,000.00 for the Class Representative. The Service Award Payment will also be paid by NYSID.

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 Settlement benefits or payment. However, you will keep any rights you may have to sue NYSID on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

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 Litigation: *Priti Patel v. New York School of Interior Design*, Index No. 156767/2026, pending in the Supreme Court for New York County, New York;

(2) your full name, mailing address, telephone number, and email 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.

Mail your Request for Exclusion to the Settlement Administrator at:

NYSID Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

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 Litigation: *Priti Patel v. New York School of Interior Design*, Index No. 156767/2026, pending in the Supreme Court for New York County, New York;

(2) your full name, mailing address, telephone number, and email address;

(3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(6) information that proves that you are a Class Member (such as a notice you have received); and

(7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	NYSID Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Raina C. Borrelli **STRAUSS BORRELLI PLLC** 980 N Michigan Avenue, Suite 1610 Chicago, IL 60611	Richard Haggerty **Mullen Coughlin LLC** 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333

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 on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the Supreme Court for New York County, New York, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. 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 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 do nothing, you will not receive a benefit from this Settlement.

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

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, 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
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: NYSID Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

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 C

CLAIM FORM AND RELEASE

SUPREME COURT FOR NEW YORK COUNTY, NEW YORK
Priti Patel v. New York School of Interior Design
Index No. 156767/2026

NYSID Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All individuals residing in the United States whose PII was impacted in the Data Incident affecting Defendant in or around November 2023, including all those individuals who received notice of the Data Incident." In this sentence, PII means Personally Identifiable Information.

Excluded from the Settlement Class are: (1) NYSID and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Incident.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be received by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
NYSID Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at ww.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members may enroll in **Credit Monitoring Services** and either (a) submit claims for **Extraordinary Losses**, **Ordinary Losses**, and/or **Lost Time**, or (b) elect the **$50** Alternative Cash Payment, but not both. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in three years of three-bureau credit monitoring services. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH BENEFIT OPTIONS

Claims for Ordinary Losses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **$500.00**. The losses must have occurred between November 2, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Claims for Extraordinary Losses. If you lost money because of identity theft or fraud, you can get back up to **$5,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Ordinary Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between November 2, 2023, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are

not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at $25.00 per hour, for a maximum of **$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Lost Time payments count toward the $500.00 cap for Ordinary Losses.

Alternative Cash Payment. *Instead of any other cash payment option*, you may claim a one-time cash payment. This payment is **$50.00** per Settlement Class Member.

You do not have to provide any proof or explanation to claim this payment. Settlement Class Members who elect the Alternative Cash Payment cannot also receive reimbursement for Extraordinary Losses, Ordinary Losses, or Lost Time, but may still claim Credit Monitoring Services.

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

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator NYSID Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

Claims must be submitted online or postmarked [Claims Deadline].

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If your contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

Questions? Call (XXX) XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in three years of Credit Monitoring Services from CyEx Financial Shield Total.

III. CLAIMS FOR ORDINARY LOSSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to $500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING THE $50 ALTERNATIVE CASH PAYMENT (SECTION VI)**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Fee for credit report	*$40*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. CLAIMS FOR EXTRAORDINARY LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $5,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING THE $50 ALTERNATIVE CASH PAYMENT (SECTION VI)**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

V. LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV**.

I spent (select only **one**): ☐ 1 hour ($25.00) ☐ 2 hours ($50.00) ☐ 3 hours ($75.00) ☐ 4 hours ($100.00)

If you claim Ordinary Losses (Section III, above), the combined total is capped at $500.00

VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time $50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III, IV, OR V (Documented Losses or Lost Time)**. However, you may claim Credit Monitoring Services in addition to the Alternative Cash Payment

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

___ - ___ - ____

☐ **ZELLE**

Email address associated with your Zelle account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

___ - ___ - ____

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

VIII. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

MM DD YY

Please print or type your name on the line above.

EXHIBIT D

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

PRITI PATEL, on behalf of herself and all others similarly situated, Plaintiff, v. **NEW YORK SCHOOL OF INTERIOR DESIGN,** Defendant.	Index No. 156767/2026

[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL

The matter before the Court is Plaintiff Priti Patel's ("Plaintiff" or "Class Representative") Unopposed Motion for Preliminary Approval of the class action settlement (the "Settlement") with Defendant New York School of Interior Design, ("NYSID" or "Defendant") (collectively the "Parties"). The Parties have agreed to a class-wide settlement as provided by the settlement agreement ("Settlement Agreement").[1] Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiff's Unopposed Motion for Preliminary Approval is **GRANTED** as set forth herein.

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

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

> All individuals residing in the United States whose PII was impacted in the Data Incident affecting NYSID in or around November 2023, including all those individuals who received notice of the Data Incident.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable; (2) there are questions of law or fact common to the Settlement Class which predominate over any questions affecting only individual class members; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the Settlement Class; (4) the representative parties will fairly and adequately protect the interests of the Settlement Class; (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. **Class Representative and Settlement Class Counsel.** Priti Patel is hereby provisionally designated and appointed as the Class Representative. The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class Members and therefore typical of the Class and that she will be an adequate Class Representative.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Cassandra P. Miller of Strauss Borrelli PLLC.

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

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

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026 at _____ o'clock [a.m./p.m.] in the Supreme Court of the State of New York, County of New York, _____, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901(a)(1)-(5); (b) the Settlement Agreement between the Parties should be finally approved; (c) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, § 908; (d) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (e) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (f) Plaintiff's Motion for Attorneys' Fees, Costs, and Service Awards should be approved; (g) Cassandra P. Miller of Strauss Borrelli PLLC, should be appointed as Settlement Class Counsel; and (h) Priti Patel should be appointed as Class Representative.

Plaintiff's Motion for Final Approval of the Class Action Settlement shall be filed with the Court at least **fourteen (14 Days prior to the date of the Final Approval Hearing**, and Plaintiff's Motion for Attorneys' Fees, Costs, and Service Awards shall be filed with the Court at least **fourteen (14) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.**

6. **Administration.** The Court appoints Simpluris as the Settlement Administrator, with responsibility for the Notice program and claims administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Defendant shall pay the costs of Notice and Administrative Expenses, including, but not limited to, the Settlement Administrator's

fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement. Defendant shall provide the Settlement Administrator with the names and mailing addresses necessary to implement the Notice Program and claims administration and the Settlement Administrator shall maintain any names and mailing addresses obtained from Defendant in the course of the class notification and claims administration process securely and confidentially and shall use such information solely for purposes of effecting class Notice and claims administration under the Settlement Agreement. Other than such disclosures to Settlement Class Counsel as are expressly authorized by the Settlement Agreement, the Settlement Administrator shall not disclose any PII to any persons or entities not also bound to the confidentiality provisions of the Settlement Administrator's engagement letter with Defendant without an additional court order to do so, such disclosures, if any, to be made solely as needed to perform the obligations required under the Settlement Agreement. Such authorized disclosures to Settlement Class Counsel are approved by the Court, provided Settlement Class Counsel shall maintain such information securely and confidentially and shall use such information solely for purposes of complying with the Settlement Agreement.

7. **Notice to the Class.** The proposed Notice program set forth in the Settlement Agreement, and including the Short Form Notice, the Long Form Notice, and the Claim Form, which are attached to the Settlement Agreement as **Exhibits A-C**, respectively (the "Notice Program"), satisfy the requirements of N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908 and constitute reasonable notice of the commencement of the action and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and Defendant are directed to perform the Notice Program in conformance with the Settlement Agreement and this Order.

Within **thirty (30) days from the date of this Order** (the "Notice Deadline"), the Settlement Administrator and Defendant shall initiate the Notice Program, which shall include direct postcard notice by First-Class U.S. Mail, publication on the Settlement Website, and any additional notice required by the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908. Specifically, the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Moreover, the Notice is clear and straightforward: it apprises Settlement Class Members of the pendency of the Lawsuit; describes the essential terms of the Settlement; defines the Settlement Class; clearly describes the options available to the Settlement Class and the deadlines for taking action; explains procedures for making claims, objections, or requesting exclusion; describes the available Settlement benefits and the procedures for submitting claims; discloses the Plaintiff's requested attorneys' fees, costs, and expenses, and Class Representative's requested Service Award; describes the date, time, and place of the Final Approval Hearing; and prominently displays the address and phone number of proposed Settlement Class Counsel. Dissemination of the postcard notice through First-Class U.S. Mail, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice program meets all applicable requirements of law pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908.

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

(i) the name of the proceeding;

(ii) the individual's full name;

(iii) the individual's current address;

(iv) the individual's personal signature; and

(v) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court, no later than **seven (7) Days after the last day of the Opt-Out Deadline**.

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

and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award for the Class Representative.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Clerk of Court by the Objection Deadline as set forth in the Settlement Agreement, and (b) sent concurrently to the Settlement Administrator postmarked or emailed no later than the Objection Deadline set forth in the Settlement Agreement, and as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in the Settlement Agreement, which is as follows:

(i) the name of the Action;

(ii) the Settlement Class Member's full name and current mailing address;

(iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;

(iv) the identity of any attorneys representing the objector;

(v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;

(vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and

(vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

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

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, or Plaintiff's Attorneys' Fees, Costs, Expenses, and/or Service Awards Requests for Class Representative.

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

11. **Claims Process and Distribution and Allocation Plan.** The Class Representative and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement

consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

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

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class

Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

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

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

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

EVENT	DATE
Notice Deadline	30 days after Preliminary Approval Granted
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, and Service Awards	14 days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement
Deadline for Settlement Class Members to Opt-Out of Settlement	30 days before Final Approval Hearing
Deadline for Settlement Class Members to Object to Settlement	30 days before Final Approval Hearing

Deadline for Class Members to Submit Claim Forms (Electronically or Postmarked by Mail)	90 days after Notice Deadline
Deadline for Plaintiffs to File Motion for Final Approval of Settlement	45 days before Final Approval Hearing
Final Approval Hearing	Not less than 120 days after Preliminary Approval _____, 2026

IT IS SO ORDERED this _____ day of _____, 2026.

_____

EXHIBIT E

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

PRITI PATEL, on behalf of herself and all others similarly situated, Plaintiff, v. **NEW YORK SCHOOL OF INTERIOR DESIGN,** Defendant.	Index No. 156767/2026

[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL

The matter before the Court is Plaintiff Priti Patel's ("Plaintiff" or "Class Representative") Unopposed Motion for Final Approval ("Motion for Final Approval") of the class action settlement (the "Settlement") with Defendant New York School of Interior Design, ("NYSID" or "Defendant") (collectively the "Parties").[1] Also, before the Court, is Plaintiff's Unopposed Motion for Attorney Fees, Costs, and Service Award ("Motion for Attorney Fees").

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____[DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") (Doc. No. __)

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

which, among other things: (a) conditionally certified this matter as a class action, including defining the class, (b) appointed Plaintiff Priti Patel as the Class Representatives and appointed Cassandra P. Miller of Strauss Borrelli PLLC as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (e) set deadlines for opt-outs and objections; (f) approved and appointed the Claims Administrator; and (g) set the date for the Final Approval Hearing;

WHEREAS, on _____[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and expenses to Class Counsel, and the payment of a Service Award to the Class Representative;

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

WHEREAS, the Court being required under N.Y. C.P.L.R. Ch. 8, Art. 9, § 908 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class. Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award to the Representative Plaintiff, and having reviewed the materials in support thereof, and good cause appearing: **IT IS ORDERED** that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiff's Class Action Complaint against Defendant for failure to implement and maintain adequate data security measures and safeguards to protect Private Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

> All individuals residing in the United States whose PII was impacted in the Data Incident affecting NYSID in or around November 2023, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including the outcome at trial and on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. Claims Administration as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Defendant.

b. Defendant shall pay all costs of Notice and Administrative Expenses including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.

c. Defendant shall pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Settlement Class Counsel and a Service Award to the Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901(a)(1)-(5), 902, 904, and 908 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award payment to

the Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the notice program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, _____[DATE] potential Settlement Class Members (if any) have requested to be excluded from the Settlement. Their names (if any) are set forth in **Exhibit A** to this Final Order and Judgment. Those persons (if any) are not bound by the Settlement Agreement and this Final Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

11. As of the Objection deadline _____[NUMBER] objections were filed by Settlement Class Members. The Court has considered all objections (if any) and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiff and the Participating Settlement Class Members release claims as follows:

> Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

18. The Court grants final approval to the appointment of Plaintiff as Class Representative. The Court concludes that Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, the Court approves a payment to the Class Representative in the amount

of $5,000 as a Service Award. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

20. The Court grants final approval to the appointment of Cassandra P. Miller of Strauss Borrelli PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for attorney fees and costs in the amount of $265,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

22. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement

Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiff's claims, or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

23. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of Notice and Administrative Expenses, and will not, at any time, seek recovery of same from any other Party to the Litigation or from counsel to any other Party to the Litigation.

24. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

25. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

26. This Order resolves all claims against all Parties in this action and is a final order.

27. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED this _____ day of _____, 2026.

_____