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

Plaintiffs,

v.

AFFILIATED DERMATOLOGISTS &
DERMATOLOGIC SURGEONS, P.A.,

Defendant.

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION: MORRIS COUNTY

Case No. MRS-L-001091-24

CLASS ACTION

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION
FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND 3

A. Factual Background and Procedural History 3

B. Preliminary Approval of the Settlement 3

III. KEY TERMS OF THE SETTLEMENT 4

A. Settlement Class..... 4

B. Settlement Class Member Benefits..... 4

C. Reaction From the Settlement Class 6

IV. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS 7

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT..... 8

A. The Settlement Accords with Judicial Policy and Is the Product of Arm’s-
Length Negotiations Between Experienced Counsel..... 8

1. General Principles in Reviewing a Settlement..... 8

2. Strong Judicial Policy Favors Settlement Over Litigation 8

3. The Court Should Give Great Weight to the Judgment of
Experienced Counsel 9

B. The Settlement Is Fair, Reasonable, and Adequate 11

1. Continued Litigation Would be Lengthy, Complex, and Expensive 12

2. The Reaction of the Settlement Class 13

3. The State of the Proceedings and the Amount of Discovery
Completed..... 14

4. Plaintiffs Faced Risk in Establishing Liability and Damages..... 15

5. Risks of Maintaining the Settlement Class Action Through Trial..... 17

6. Defendant’s Ability to Withstand a Greater Judgment..... 17

7. The Range of Reasonableness of the Settlement in Light of the
Best Possible Recovery and All Attendant Risks of Litigation 17

VI.	APPLICATION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS	18
A.	The Court Should Award a Percentage of the Constructive Common Fund.....	21
B.	The Requested Attorneys’ Fees Are Reasonable Under the Percentage-of-Recovery Method.....	23
C.	The Reasonableness of the Requested Attorneys’ Fees Is Confirmed by a Lodestar Cross-Check.....	25
D.	Class Counsel’s Request for Reimbursement of Costs Is Reasonable	27
E.	The Requested Service Awards Are Reasonable.....	27
VII.	CONCLUSION.....	30

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>In re Adobe Systems Inc. Priv. Litig.</i> , No. 13-cv-05226 (N.D. Cal. Aug. 13, 2015)	2
<i>Airlines Stewards and Stewardesses Ass’n v. TransWorld Airlines, Inc.</i> , 630 F.2d 1164 (7th Cir. 1980)	9
<i>In re AremisSoft Corp. Sec. Litig.</i> , 210 F.R.D. 109 (D.N.J. 2002).....	16
<i>Armstrong v. Bd. of School Dirs. of Milwaukee</i> , 616 F.2d 305 (7th Cir. 1980)	11
<i>In re AT&T Corp. Sec. Litig.</i> , 455 F.3d 160 (3d Cir. 2006).....	19
<i>Austin v. Penn. Dep’t of Corrections</i> , 876 F. Supp. 1437 (E.D. Pa. 1995)	9
<i>Bell Atlantic Corp. v. Bolger</i> , 2 F.3d 1304 (3d Cir. 1993).....	14
<i>Beltran v. Sos Ltd.</i> , No. 21-cv-7454, 2023 WL 319895 (D.N.J. Jan. 3, 2023), <i>report and recommendation adopted</i> , No. 21-cv-7454, 2023 WL 316294 (D.N.J. Jan. 19, 2023)	19, 23
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....	21, 22
<i>Braun v. Philadelphia Inquirer, LLC</i> , No. 22-cv-4185-JMY, 2025 WL 1314089 (E.D. Pa. May 6, 2025)	24
<i>Builders League of S. Jersey, Inc. v Gloucester Cnty. Utils. Auth.</i> , 386 N.J. Super. 462 (App. Div. 2006)	11
<i>Bullock v. Adm’r of Kircher’s Est.</i> , 84 F.R.D. 1 (D.N.J. 1979).....	8, 10, 12
<i>In re Cap. One Consumer Data Sec. Breach Litig.</i> , No. 19-md-2915 (AJT/JFA), 2022 WL 18107626 (E.D. Va. Sept. 13, 2022).....	7
<i>In re Cendant Corp. Derivative Action Litig.</i> , 232 F. Supp. 2d 327 (D.N.J. 2002)	16

<i>In re Cendant Corp. Sec. Litig.</i> , 109 F. Supp. 2d 235 (D.N.J. 2000) <i>aff'd</i> , 264 F.3d 201 (3d Cir. 2001)	10, 17
<i>In re CertainTeed Fiber Cement Siding Litig.</i> , 303 F.R.D. 199 (E.D. Pa. 2014).....	26
<i>Chattin v. Cape May Greene, Inc.</i> , 216 N.J. Super. 618 (App. Div. 1987)	11
<i>City of Paterson v. Paterson Gen. Hosp.</i> , 104 N.J. Super. 472 (App. Div. 1969), <i>aff'd</i> , 53 N.J. 421 (1969).....	11
<i>In Re Compact Disc Minimum Advertised Price Antitrust Litig.</i> , 292 F. Supp. 2d 184 (D. Me. 2003)	28
<i>Cotton v. Hinton</i> , 559 F.2d 1326 (5th Cir. 1977)	9, 10
<i>Cullen v. Whitman Med. Corp.</i> , 197 F.R.D. 136 (E.D. Pa. 2000).....	28
<i>Cunningham v. DG3 N. Am., Inc.</i> , No. 24-cv-07385, 2025 WL 2919331 (D.N.J. Oct. 14, 2025)	23
<i>Dewey v. Volkswagen Aktiengesellschaft</i> , 558 F. App'x 191 (3d Cir. 2014)	21, 22
<i>Dickerson v. York Int'l Corp.</i> , No. 15-cv-01105, 2017 WL 3601948 (M.D. Pa. Aug. 22, 2017).....	26
<i>Enter. Energy Corp. v. Columbia Gas Transmission Corp.</i> , 137 F.R.D. 240 (S.D. Ohio 1991).....	28
<i>Estate of Feiner</i> , No. A-0561-15T3, 2017 WL 4364482 (N.J. Super. Ct. App. Div. Oct. 3, 2017).....	27
<i>Fernandez v. DouYu Int'l Holdings Ltd.</i> , No. 23-cv-3161, 2025 WL 3564643 (D.N.J. Dec. 12, 2025).....	23, 26
<i>Fisher Bros. v. Cambridge-Lee Indus., Inc.</i> , 630 F. Supp. 482 (E.D. Pa. 1985)	10
<i>Flynn-Murphy v. Jaguar Land Rover N. Am., LLC, et al.</i> , No. 20-cv-14464, 2025 WL 3771284 (D.N.J. Dec. 31, 2025).....	21
<i>In re Found. for New Era Philanthropy Litig.</i> , 175 F.R.D. 202 (E.D. Pa. 1997).....	17, 18

<i>Fox v. Iowa Health Sys.</i> , No. 18-cv-00327, 2021 WL 826741 (W.D. Wis. Mar. 4, 2021).....	2
<i>In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.</i> , 55 F.3d 768 (3d Cir. 1995), <i>cert. denied</i> , 516 U.S. 524 (1995).....	<i>passim</i>
<i>Girsh v. Jepson</i> , 521 F.2d 153 (3d Cir. 1975).....	<i>passim</i>
<i>Glaberson v. Comcast Corp.</i> , No. 03-cv-6604, 2015 WL 5582251 (E.D. Pa. Sept. 22, 2015).....	21
<i>Gunter v. Ridgewood Energy Corp.</i> , 223 F.3d 190 (3d Cir. 2000).....	23
<i>In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.</i> , 851 F. Supp. 2d 1040 (S.D. Tex. 2012)	2
<i>Hill v. Art Rice Realty Co.</i> , 66 F.R.D. 449 (N.D. Ala. 1974), <i>aff'd</i> , 511 F.2d 1400 (5th Cir. 1975).....	16
<i>Hughes v. AT&T Corp.</i> , No. A-1166-06T2, 2008 WL 2199928 (N.J. Super. Ct. App. Div. May 29, 2008).....	26
<i>In re Ikon Off. Sols., Inc. Sec. Litig.</i> , 209 F.R.D. 94 (E.D. Pa. 2002).....	16
<i>In Machulsky v. Lilliston Ford, Inc.</i> , No. A-2987-06T5, 2008 WL 2788073 (N.J. Super. Ct. App. Div. July 21, 2008).....	28, 29
<i>Ingram v. Coca-Cola Co.</i> , 200 F.R.D. 685 (N.D. Ga. 2001).....	28
<i>In re Ins. Brokerage Antitrust Litig.</i> , 579 F.3d 241 (3d Cir. 2009).....	19
<i>Kincade v. General Tire & Rubber Co.</i> , 635 F.2d 501 (5th Cir. 1981)	11
<i>Krell v. Prudential Ins. Co. of Am.</i> , 525 U.S. 1114 (1999).....	10
<i>Lachance v. Harrington</i> , 965 F. Supp. 630 (E.D. Pa.1997)	28
<i>Lake v. First Nationwide Bank</i> , 900 F. Supp. 726 (E.D. Pa. 1995)	9

<i>Lincoln Adventures LLC v. Those Certain Underwriters at Lloyd’s, London Members</i> , No. 08-cv-00235, 2019 WL 4877563 (D.N.J. Oct. 3, 2019)	24
<i>In re LinkedIn User Privacy Litig.</i> , 309 F.R.D. 573 (N.D. Cal. 2015).....	2
<i>Lubitz v. DaimlerChrysler Corp.</i> , No. BER-L-4883-04, 2006 WL 3780789 (N.J. Super. Ct. Law Div. Dec. 21, 2006)	19, 25
<i>Mark v. Cal. Pub. Emps. Ret. Sys.</i> , 535 U.S. 929, <i>on remand</i> 243 F. Supp. 2d 166 (D.N.J. 2003).....	10
<i>McDonough v. Toys R Us, Inc.</i> , 80 F. Supp. 3d 626 (E.D. Pa. 2015)	27
<i>Morris Cnty. Fair Hous. Council v. Boonton Twp.</i> , 197 N.J. Super. 359 (Law Div. 1984), <i>aff’d</i> , 209 N.J. Super. 108 (App. Div. 1986)	7, 11, 12
<i>O’Hern v. Vida Longevity Fund, LP</i> , No. 21-cv-00402, 2023 WL 3204044 (D. Del. May 2, 2023)	27
<i>Oliver v. BMW of N. Am., LLC</i> , No. 17-cv-12979, 2021 WL 870662 (D.N.J. Mar. 8, 2021)	21
<i>Oppenlander v. Standard Oil Co. (Indiana)</i> , 64 F.R.D. 597 (D. Colo. 1974)	12
<i>In re Par Pharm. Sec. Litig.</i> , No. 06-cv-3226 ES, 2013 WL 3930091 (D.N.J. July 29, 2013).....	22
<i>Poertner v. Gillette Co.</i> , 618 Fed. Appx. 624 (11th Cir. 2015).....	21
<i>In re Prudential Ins. Co. Sales Pracs. Litig.</i> , 962 F. Supp. 450 (D.N.J. 1997), <i>aff’d</i> , 148 F.3d 283 (3d Cir. 1998)	10, 16, 17
<i>Rendine v. Pantzer</i> , 141 N.J. 292 (1995)	27
<i>In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.</i> , 527 F. Supp. 3d 269 (E.D.N.Y. 2021)	6
<i>In re Rite Aid Corp. Sec. Litig.</i> , 396 F.3d 294 (3d Cir. 2005).....	25
<i>Rossi v. Procter & Gamble Co.</i> , No. 11-cv-7238, 2013 WL 5523098 (D.N.J. Oct. 3, 2013)	19

<i>In re Safety Components, Inc. Sec. Litig.</i> , 166 F. Supp. 2d 72 (D.N.J. 2001)	14, 17
<i>In re Schering-Plough Corp. Enhance Sec. Litig.</i> , No. 08-cv-2177, 2013 WL 5505744 (D.N.J. Oct. 1, 2013)	25
<i>Schmoll v J.S. Hovnanian & Sons, LLC</i> , No. BUR-C-00141-02, 2006 WL 1520751 (N.J. Super. Ct. Ch. Div. Feb. 9, 2006), <i>aff'd</i> , 394 N.J. Super. 415 (App. Div. 2007).....	11
<i>In re SmithKline Beckman Corp. Sec. Litig.</i> , 751 F. Supp. 525 (E.D. Pa. 1990)	28
<i>Sommers v. Abraham Lincoln Fed. Sav. & Loan Ass'n</i> , 79 F.R.D. 571 (E.D. Pa. 1978).....	10
<i>State of W. Va. v. Chas. Pfizer & Co.</i> , 314 F. Supp. 710 (S.D.N.Y.), <i>aff'd</i> , 440 F.2d 1079 (2d Cir. 1970), <i>cert. denied</i> , 404 U.S. 871 (1971).....	15
<i>Stoll v. Musculoskeletal Inst.</i> , No. 20-cv-1798, 2022 WL 16927150 (M.D. Fla. July 27, 2022)	24
<i>Stoll v. Musculoskeletal Inst., Chartered</i> , No. 20-cv-1798, 2022 WL 16923698 (M.D. Fla. Nov. 14, 2022).....	24
<i>Strougo v. Ocean Shore Holding Co.</i> , 457 N.J. Super. 138 (Ch. Div. 2017)	20
<i>In re Suboxone (Bonprenorphine Hydrochloride and Naloxone) Antitrust Litig.</i> , No. 13-md-2445, 2023 WL 8437034 (E.D. Pa. Dec. 4, 2023)	23, 25
<i>Sullivan v. DB Invs., Inc.</i> , 667 F.3d 273, 330 (3d Cir. 2011).....	25
<i>In re Suprema Specialties, Inc. Sec. Litig.</i> , No. 02-cv-00168, 2008 WL 906254 (D.N.J. Mar. 31, 2008)	26
<i>TBK Partners, Ltd. v. W. Union Corp.</i> , 517 F. Supp. 380 (S.D.N.Y. 1981), <i>aff'd</i> , 675 F.2d 456 (2d Cir. 1982).....	13
<i>Thomsen v. Morley Cos., Inc.</i> , No. 22-cv-10271, 2023 WL 3437802 (E.D. Mich. May 12, 2023)	24
<i>In re TikTok, Inc. Consumer Privacy Litig.</i> , 617 F. Supp. 3d 904 (N.D. Ill. 2022)	24

<i>Van Vracken v. Atl. Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995)	29
<i>Warfarin Sodium Antitrust Litig.</i> , 212 F.R.D. 231 (D. Del. 2002), <i>aff'd</i> , 391 F.3d 516 (3d Cir. 2004).....	9
<i>Walsh v. Great Atl. and Pac. Tea Co.</i> , 96 F.R.D. 632 (D.N.J.), <i>aff'd</i> , 726 F.2d 956 (3d Cir. 1983)	8, 9
<i>Waters v. Intern. Precious Metals Corp.</i> , 190 F.3d 1291 (11th Cir. 1999)	22
<i>Weiss v. Mercedes-Benz of N. Am., Inc.</i> , 899 F. Supp. 1297 (D.N.J.), <i>aff'd without op'n</i> , 66 F.3d 314 (3d Cir. 1995)	9, 15
<i>Williams v. MGM-Pathe Communications Co.</i> , 129 F.3d 1026 (9th Cir. 1997)	22
<i>In re WorldCom, Inc. Sec. Litig.</i> , 388 F. Supp. 2d 319 (S.D.N.Y. 2005)	23
<i>Zipes v. Trans World Airlines, Inc.</i> , 455 U.S. 385 (1982).....	9
Other Authorities	
4 Alba Conte & Herbert B. Newberg, <i>Newberg on Class Actions</i> (4th ed. 2002).....	15, 21, 22, 26
Federal Judicial Center, <i>Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide</i> (2010)	6
<i>Manual for Complex Litigation</i> (4th 2004).....	10, 22
Rules	
N.J. Ct. R. 4:32	12
N.J. Ct. R. 4:32-1	4,7
N.J. Ct. R. 4:32-2	2, 3

Plaintiffs,¹ individually and on behalf of all other Settlement Class members, respectfully submit this Memorandum of Law in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees, Costs, and Service Awards. Defendant does not oppose the relief sought in this motion.

I. INTRODUCTION

On December 18, 2025, the Court entered a Preliminary Approval Order (“PAO”), preliminarily approving the Settlement and requiring that Notice be provided to Settlement Class members. The Settlement fully resolves this Action, which alleges that Defendant failed to safeguard and secure the Private Information of hundreds of thousands of individuals, including Plaintiffs and Settlement Class members.

The Settlement, which was achieved after substantial investigation, robust informal and confirmatory discovery, and extensive settlement negotiations—including mediation before seasoned data privacy mediator Steven Jaffe of Upchurch Watson White & Max—provides an excellent result for Settlement Class members potentially affected by the Data Incident. Defendant has agreed to pay, or cause to be paid, the following: Settlement Administration Costs, Cash Payments to Settlement Class Members, Credit Monitoring and Insurance Services, and any Court-awarded attorneys’ fees, costs, and Service Awards. The Settlement Class consists of approximately 373,680 living individuals in the United States whose Private Information was implicated in the Data Incident. Settlement Class Members who submit Valid Claims will be entitled to receive (1) a Cash Payment for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident; or (2) an alternative

¹ Any undefined capitalized terms have the meaning attributed to them in the Parties’ Settlement Agreement (“SA”), attached as **Exhibit A**.

Cash Payment in the preset amount of \$40.00. Additionally, all Settlement Class Members automatically will receive a code to activate three years of Credit Monitoring and Insurance Services (“CMIS”).

The Settlement compares favorably with other similar approved data breach settlements. *See, e.g., Fox v. Iowa Health Sys.*, No. 18-cv-00327, 2021 WL 826741, at *4 (W.D. Wis. Mar. 4, 2021) (approving a settlement that provided for only one year of credit monitoring for class members, improved company security measures, and reimbursement of actual expenses/lost time); *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015) (approving settlement where “class members who submitted valid claims will each receive approximately \$14.81”); *In re Adobe Systems Inc. Priv. Litig.*, No. 13-cv-05226 (N.D. Cal. Aug. 13, 2015), ECF No. 105 (approving settlement that provided no credit monitoring and no reimbursement for economic losses); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1049, 1079-80 (S.D. Tex. 2012) (approving settlement providing for reimbursement of economic costs and no credit monitoring).

The Settlement Class’s positive response also favors approval of the Settlement. Significantly, as of January 14, 2026, no Settlement Class Members have objected to the Settlement and no Settlement Class Members have requested exclusion from the Settlement. *See* Declaration of Settlement Administrator (“Admin. Decl.”), attached as **Exhibit B**, ¶ 19.

The Settlement satisfies all criteria for final approval. Plaintiffs request that the Court: (1) grant final approval of the Settlement as fair, reasonable, and adequate; (2) certify the Settlement Class for purposes of judgment on the Settlement; (3) find the Notice Program satisfies the requirements of all applicable requirements of law, including N.J. Ct. R. 4:32-2, and due process and constitutes the best notice practicable under the circumstances; and (4) enter final judgment.

II. BACKGROUND

A. Factual Background and Procedural History²

This Action arises from a Data Incident in which Plaintiffs' and Settlement Class members' sensitive Private Information was exposed. *See* previously submitted Joint Certification of Counsel in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Prelim. Counsel Cert."), ¶ 18.³ The Data Incident occurred in early 2024 when an unauthorized actor obtained access or acquired certain files containing Settlement Class members' Private Information stored on Defendant's network. *Id.* ¶¶ 18-19. The Data Incident affected approximately 373,680 individuals. *Id.* ¶ 18.

Thereafter, Plaintiffs filed multiple class actions in this Court and in the District of New Jersey. *Id.* ¶¶ 23-26. The federal cases were dismissed, and the cases in this Court were consolidated. *Id.* Plaintiffs filed a Consolidated Complaint on October 7, 2024, which Defendant moved to dismiss. *Id.* ¶¶ 33, 35. On April 25, 2025, the Court granted in part and denied in part the motion to dismiss, permitting certain of Plaintiffs' claims to proceed. *Id.* ¶ 35.

The Parties attended mediation on August 8, 2025, and subsequently executed the Settlement Agreement on or about November 10, 2025. *Id.* ¶¶ 41-43.

B. Preliminary Approval of the Settlement

On November 10, 2025, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement ("MPA"). On December 18, 2025, this Court entered a Preliminary Approval Order, granting preliminary approval of the settlement and holding, *inter alia*:

² Plaintiffs provided a detailed description of the pre-settlement procedural history in Plaintiffs' Memorandum in Support of Plaintiffs' Motion for Preliminary Approval.

³ The Prelim. Counsel Cert. is incorporated, in its entirety, by reference.

The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and adequate, within the range of reasonableness and the Notice of the proposed Settlement should be disseminated as provided in the Settlement Agreement...

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

The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of Rule 4:32-1, *et seq.* of the New Jersey Rules of Court are satisfied, and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under Rule 4:32-1 are present...

PAO ¶¶ 2-4. The Court also appointed Plaintiffs as Class Representatives; Andrew W. Ferich of Ahdoot & Wolfson, PC (“AW”), Mariya Weekes of Milberg PLLC (“Milberg”), Kristen Lake Cardoso of Kopelowitz Ostrow P.A. (“KO”), and Marc H. Edelson of Edelson Lechtzin LLP (“EL”) as Class Counsel; and Epiq Class Action and Claims Solutions, Inc. (“Epiq”) as the Settlement Administrator. *Id.* ¶¶ 5-6, 9.

III. KEY TERMS OF THE SETTLEMENT

A. Settlement Class

The Settlement Class is defined as: “all living individuals in the United States whose Private Information was implicated in the Data Incident.” *See* SA ¶ 58. The Settlement Class is comprised of approximately 373,680 individuals. Prelim. Counsel Cert. ¶ 18.

B. Settlement Class Member Benefits

The proposed Settlement allows all Settlement Class members to submit a Claim to receive one of two Cash Payment options. Settlement Class Members may elect “Cash Payment A,” a Cash Payment of up to \$5,000.00 per Claimant for documented losses. Claimants electing this payment option must present reasonable documentation proving that the claimed monetary loss is related to the Data Incident. *Id.* ¶ 66.a. Alternatively, Settlement Class members may elect to receive “Cash Payment B,” a Cash Payment that will be in the preset amount of \$40.00 per valid

Claim. *Id.* ¶ 66.b. All Cash Payments are subject to an aggregate cap of \$1,000,000.00, and payments will be reduced *pro rata* should the total claimed amount exceed that figure. *Id.* ¶ 66.

In addition to a Cash Payment, all Settlement Class Members will automatically receive the CMIS benefit which entails 36 months (three years) of one-bureau monitoring. *Id.* ¶ 67. It includes credit score and report services, real-time SSN monitoring, dark web monitoring, credit report lock and freeze options, identity restoration services, and up to \$1,000,000.00 in identity theft insurance. *See* Prelim. Counsel Cert., at Exhibit 2 (CMIS product description). Settlement Class Members do *not* need to submit a Claim to receive this benefit: instead, the CMIS benefit will be distributed to all Settlement Class Members as part of the Notice Program. Specifically, the Postcard Notice and Email Notice will include a product activation code so Settlement Class Members can simply activate the CMIS benefit, which will be effective once the Settlement receives Final Approval. The CMIS benefit is a substantial benefit that is automatically being distributed to all Settlement Class Members. Prelim. Counsel Cert. ¶ 15. The retail value of 36 months of the CMIS benefit is \$1,259.64 per Settlement Class Member, meaning that the available value of this benefit to the 373,680 Settlement Class Members exceeds \$470 million. *Id.*; *see also* previously submitted Declaration of Robert Siciliano ¶ 6. So, for every 1% of Settlement Class Members that activate their CMIS product code (i.e., every 3,736.8 people), there is a redeemed value of over \$4.7 million. *Id.*

Additionally, Defendant has agreed to pay or cause to be paid the costs of the Notice Program and the Settlement Administration Costs associated with the Settlement. SA ¶ 64. The Parties engaged (and the Court appointed) Epiq as the Settlement Administrator to provide Notice and administer the Settlement. *Id.* ¶ 56; PAO ¶ 9. Epiq's capped (or "not to exceed") estimate for the Notice Program and Settlement Administration Costs is \$318,936. Prelim. Counsel Cert. ¶ 17.

Considering the \$1,000,000.00 in capped Cash Payments, \$470 million in retail value for the CMIS benefit (and \$4.7 million in realized benefit for each 1% of the Settlement Class that claims this benefit), and the \$318,936.00 in capped Settlement Administration Costs, the Settlement provides—at a 1% take rate on CMIS (which is common in data breach settlements)—a \$6.026 million total value to the Settlement Class. *Id.* That amount will be higher if more than 1% of Settlement Class Members activate the CMIS code they receive.

C. Reaction From the Settlement Class

Pursuant to the Preliminary Approval Order, the Settlement Administrator commenced disseminating Notice to the Settlement Class members via Email Notice and via Postcard Notice sent by United States mail on January 7, 2026. Admin. Decl. ¶ 10.

While the Notice was only recently disseminated, the reaction from the Settlement Class regarding the Settlement has been favorable, so far. The Opt-Out Deadline and Objection Deadline is January 31, 2026. As of January 14, 2026, of the 373,680 Settlement Class members, none have requested exclusion and no Settlement Class Member has objected to the Settlement, including the amounts of the attorneys' fees and costs (which were disclosed in the Notice). Admin. Decl. ¶ 19. Epiq also has confirmed that Notice is presently estimated to have reached 90% of the Settlement Class, which is excellent by any measure. *Id.* ¶ 6; *see* Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, at 3 (2010), www.fjc.gov/sites/default/files/2012/NotCheck.pdf (“A high percentage [of the class] (e.g., between 70-95%) can often reasonably be reached by a notice campaign.”); *see also In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.*, 527 F. Supp. 3d 269, 273 (E.D.N.Y. 2021) (observing that “a notice plan that reaches between 70 and 95 percent of the class is reasonable,” and endorsing a notice plan with 80% expected reach) (citation omitted).

Further, although the Claim Form Deadline is not until February 15, 2026, as of January 14, 2026, Epiq reports that 1,367 Settlement Class Members have submitted Claim Forms, which are currently being reviewed for validity. Admin. Decl. ¶ 21.

IV. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS

The Court has granted conditional certification of the Settlement Class pending the Final Approval Hearing. The Court found the requirements for class certification to be present here and nothing has changed since preliminary approval to negate that determination.⁴ *See generally In re Cap. One Consumer Data Sec. Breach Litig.*, No. 19-md-2915 (AJT/JFA), 2022 WL 18107626, at *4 (E.D. Va. Sept. 13, 2022)⁵ (certifying class and granting final approval where “[n]othing has occurred that would alter the Court’s initial determination”).

The Settlement Class was preliminarily certified as follows:

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

PAO ¶ 3.

For the reasons stated in Plaintiffs’ memorandum in support of Plaintiffs’ MPA, final class certification for settlement purposes is appropriate. Specifically, and as set forth in the MPA (which is incorporated by reference herein), the requirements of N.J. Ct. R. 4:32-1 are satisfied: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be

⁴ Plaintiffs provide a more detailed analysis in Plaintiffs’ Memorandum in Support of their Motion for Preliminary Approval.

⁵ It is appropriate for New Jersey state courts to consult federal case law in determining the procedures and standards for approval of class action settlements. *Morris Cnty. Fair Hous. Council v. Boonton Twp.*, 197 N.J. Super. 359, 369 (Law Div. 1984), *aff’d*, 209 N.J. Super. 108 (App. Div. 1986).

impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) questions of law or fact common to Settlement Class members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation. Nothing has changed since entry of the Preliminary Approval Order that would alter the Court’s analysis of these certification factors. The Court should once again conclude that they are satisfied here for purposes of settlement.

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

A. The Settlement Accords with Judicial Policy and Is the Product of Arm’s-Length Negotiations Between Experienced Counsel

1. General Principles in Reviewing a Settlement

The approval of a proposed class action settlement is within the sound discretion of the Court. *Walsh v. Great Atl. and Pac. Tea Co.*, 96 F.R.D. 632 (D.N.J.), *aff’d*, 726 F.2d 956, 965 (3d Cir. 1983); *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975). However, in reviewing a proposed Settlement, the court should not turn the settlement hearing into a trial on the merits. The District of New Jersey opined as follows:

There can be no doubt that a court should disapprove a proposed settlement only with considerable circumspection. The settlement of litigation on terms agreeable to all parties is one of the most important tasks we undertake.

Bullock v. Adm’r of Kircher’s Est., 84 F.R.D. 1, 4 (D.N.J. 1979) (citation and internal quotation marks omitted).

2. Strong Judicial Policy Favors Settlement Over Litigation

Strong judicial policy favors resolution of class-action litigation by settlement rather than trial. “The law favors settlement, particularly in class actions and other complex cases where

substantial judicial resources can be conserved by avoiding formal litigation.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995), *cert. denied*, 516 U.S. 524 (1995); *Airlines Stewards and Stewardesses Ass’n v. TransWorld Airlines, Inc.*, 630 F.2d 1164, 1166-67 (7th Cir. 1980) (the rule that federal courts look with great favor upon the voluntary resolution of litigation through settlement carries particular force in class action law suits), *aff’d sub. nom. Zipes v. Trans World Airlines, Inc.*, 455 U.S. 385 (1982); *Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 254 (D. Del. 2002), *aff’d*, 391 F.3d 516 (3d Cir. 2004) (there is an overriding public interest in settling litigation, particularly class actions).

The reasons for this policy were articulated in *Weiss v. Mercedes-Benz of N. Am., Inc.*, 899 F. Supp. 1297, 1300-1301 (D.N.J.), *aff’d without op’n*, 66 F.3d 314 (3d Cir. 1995):

[W]hen parties negotiate a settlement they have far greater control of their destiny than when a matter is submitted to a jury. Moreover, the time and expense that precedes the taking of such a risk can be staggering. This is especially true in complex commercial litigation.

(citation and internal quotation marks omitted). The policy in favor of settlements is particularly appropriate in complex actions with their notable uncertainties and difficulties of proof. *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977).

3. The Court Should Give Great Weight to the Judgment of Experienced Counsel

“Given the limits upon the court’s opportunity to assess all aspects of a case, the opinion and judgment of experienced counsel must be given substantial weight.” *Walsh*, 96 F.R.D. at 643; *see also Lake v. First Nationwide Bank*, 900 F. Supp. 726, 732 (E.D. Pa. 1995) (significant weight should be attributed “to the belief of experienced counsel that settlement is in the best interest of the class.”) (quoting *Austin v. Penn. Dep’t of Corrections*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995)).

The Settlement here enjoys a presumption that it is fair and reasonable because, as found in this Court's Preliminary Approval Order, it is the product of arm's-length negotiations conducted by experienced counsel who are fully familiar with all aspects of the class-action litigation. *See* Prelim. Counsel Cert. ¶¶ 66-71; *see also General Motors*, 55 F.3d at 785; *Manual for Complex Litigation (Fourth)* § 30.43 (2004); *Bullock*, 84 F.R.D. at 10 (recommendations of experienced counsel are entitled to great weight).

While a court must independently evaluate the merits of a proposed settlement, the court is entitled to rely on the judgment of experienced counsel. *Cotton*, 559 F.2d at 1330. Thus, the court should avoid substituting its image of an ideal settlement for the compromising parties' views. *See, e.g., Bullock*, 84 F.R.D. at 4; *In re Prudential Ins. Co. Sales Pracs. Litig. ("Prudential")*, 962 F. Supp. 450, 534 (D.N.J. 1997), *aff'd*, 148 F.3d 283 (3d Cir. 1998), *cert. den. sub. nom., Krell v. Prudential Ins. Co. of Am.*, 525 U.S. 1114 (1999); *Sommers v. Abraham Lincoln Fed. Sav. & Loan Ass'n*, 79 F.R.D. 571, 576 (E.D. Pa. 1978); *Fisher Bros. v. Cambridge-Lee Indus., Inc.*, 630 F. Supp. 482, 488 (E.D. Pa. 1985); *In re Cendant Corp. Sec. Litig.*, 109 F. Supp. 2d 235, 255 (D.N.J. 2000) ("the issue is whether the settlement is adequate and reasonable, not whether one could conceive of a better settlement") *aff'd*, 264 F.3d 201 (3d Cir. 2001), *cert. den. sub nom. Mark v. Cal. Pub. Emps.' Ret. Sys.*, 535 U.S. 929, *on remand* 243 F. Supp. 2d 166 (D.N.J. 2003) (citation and internal quotation marks omitted).

Class Counsel have familiarized themselves with all facts necessary for a complete understanding of the strengths and weaknesses of this case. They took all these factors into consideration along with factors such as the timing of the Settlement and the likelihood of achieving a better result at trial. Their evaluation of all relevant factors has resulted in their recommendation that this Court find the proposed Settlement to be fair, reasonable, and adequate.

B. The Settlement Is Fair, Reasonable, and Adequate

“The basic test for court approval of a settlement of a class action is whether it is fair and reasonable to the members of the class.” *Chattin v. Cape May Greene, Inc.*, 216 N.J. Super. 618, 627 (App. Div. 1987) (citation omitted); *see also City of Paterson v. Paterson Gen. Hosp.*, 104 N.J. Super. 472 (App. Div. 1969), *aff’d*, 53 N.J. 421 (1969); *cf. Morris Cnty. Fair Hous. Council*, 197 N.J. Super. at 370. If the settlement is fair and reasonable, it may be approved. *City of Paterson*, 104 N.J. Super. at 476-77; *Kincade v. General Tire & Rubber Co.*, 635 F.2d 501, 507 (5th Cir. 1981); *Schmoll v J.S. Hovnanian & Sons, LLC*, No. BUR-C-00141-02, 2006 WL 1520751, at *2 (N.J. Super. Ct. Ch. Div. Feb. 9, 2006), *aff’d*, 394 N.J. Super. 415 (App. Div. 2007). In class actions, however, there is scrutiny of settlements which is not generally required in other actions. This is because the “court rules require notice of a proposed settlement of a class action to be given to the members of the class and the court must approve the settlement.” *Id.* (citing R. 4:32-4).

The trial court conducts a fairness hearing to scrutinize the settlement and consider objections. However, “a trial court ‘must not forget that it is reviewing a settlement proposal rather than ordering a remedy in a litigated case.’” *Builders League of S. Jersey, Inc. v Gloucester Cnty. Utils. Auth.*, 386 N.J. Super. 462, 471-72 (App. Div. 2006) (quoting *Armstrong v. Bd. of School Dirs. of Milwaukee*, 616 F.2d 305, 314-15 (7th Cir. 1980)).

The proposed Settlement fairly resolves the claims and adequately compensates Settlement Class Members for the Data Incident. The Settlement allows Settlement Class Members who submit Valid Claims to receive a Cash Payment of up to \$5,000.00 for documented losses, or a Cash Payment of \$40.00, without documentation. In addition, all Settlement Class Members are entitled to receive the CMIS benefit, which includes three years of one-bureau credit monitoring.

The proposed Settlement also establishes a fair, equitable, and manageable basis for determining compensation for each Settlement Class Member.

In addition to the principles that are applied under Rule 4:32 for settling class actions, New Jersey state courts have also applied the nine factors outlined in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975),⁶ also known as the “*Girsh* Factors,” which are taken as a guide for class action settlements:

. . . (1) the complexity, expense and likely duration of the litigation . . . ; (2) the reaction of the class to the settlement . . . ; (3) the stage of the proceedings and the amount of discovery completed . . . ; (4) the risks of establishing liability . . . ; (5) the risks of establishing damages . . . ; (6) the risks of maintaining the class action through the trial . . . ; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery . . . ; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. . . .

Id. at 157 (citation and internal quotation marks omitted). Applying these factors, the Court should find the Settlement is fair, reasonable, and adequate, and should be finally approved.

1. Continued Litigation Would be Lengthy, Complex, and Expensive

The expense and risk of litigation often weigh heavily in favor of settlement:

[T]he Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, “It has been held proper “to take the bird in hand instead of a prospective flock in the bush.”

Bullock, 84 F.R.D. at 10-11 (citing *Oppenlander v. Standard Oil Co. (Indiana)*, 64 F.R.D. 597, 624 (D. Colo. 1974)).

If this Action were litigated indefinitely rather than being settled, it would demand a significant expenditure of resources from all Parties in terms of extensive discovery, additional

⁶ It is appropriate for New Jersey state courts to consult federal case law in determining the procedures and standards for approval of class action settlements. *Morris County Fair Hous. Council*, 197 N.J. Super. at 369.

motion practice, and trial preparation. Additionally, the trial itself would be factually and legally complex, as well as expensive and time consuming.

In lieu of a complex and lengthy trial, the Settlement provides timely and practical relief to Settlement Class members in the form of monetary compensation, reimbursement for out-of-pocket losses, and CMIS. In addition, Defendant is solely responsible for the payment of all Settlement Administration Costs, and any Court-awarded attorneys' fees, costs, and Service Awards. These remedies would otherwise not be available to them for years, if at all. Courts have consistently held that, unless the proposed settlement is clearly inadequate, it is preferable to approve the settlement than to continue lengthy and expensive litigation with uncertain result. *TBK Partners, Ltd. v. W. Union Corp.*, 517 F. Supp. 380, 389 (S.D.N.Y. 1981), *aff'd*, 675 F.2d 456 (2d Cir. 1982); *General Motors*, 55 F.3d at 812 (concluding that lengthy discovery and ardent opposition from the defendant with a plethora of pretrial motions were factors favoring settlement which offered immediate benefits and would avoid delay and expense).

Expeditious resolution is particularly valuable here because identity theft and credit monitoring services are most beneficial in the years immediately following a data security incident, when the Private Information is most susceptible to misuse. Absent the Settlement, there is little Settlement Class members could do to immediately protect themselves from the risks of identity theft besides purchase monitoring services themselves (which may never be reimbursed and they may not be able to afford), and nothing they could do would require Defendant to implement and maintain specific data security measures. In other words, delaying resolution will only hurt Settlement Class Members.

2. The Reaction of the Settlement Class

To evaluate the reactions of the Settlement Class to the terms of the Settlement, “the

number and vociferousness of the objectors” must be examined. *General Motors*, 55 F.3d at 812. It is generally assumed that “silence constitutes tacit consent to the agreement.” *Id.* (quoting *Bell Atlantic Corp. v. Bolger*, 2 F.3d 1304, 1313 n. 15 (3d Cir. 1993)); *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72 (D.N.J. 2001). Here, Settlement Class members’ response to the Settlement has been positive to date.

As of January 14, 2026, 1,367 Settlement Class members have submitted Claim Forms; none have requested exclusion from the Settlement; and none have objected to the Settlement. Admin. Decl. ¶¶ 19, 21. While it is early into the claims period, the present absence of any objections to the Settlement takes on an even greater significance in this Action since Settlement Class Members received individual Notice. This demonstrates that Settlement Class members support the Settlement and that the Settlement is fair and reasonable. That the Settlement has been universally accepted by the Settlement Class, to date, weighs very heavily in favor of final approval.

3. The State of the Proceedings and the Amount of Discovery Completed

“[T]he *Girsh* test captures the degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.” *General Motors*, 55 F.3d at 813.

Here, The Settlement was reached after rigorous negotiations, including a private mediation session with Steven Jaffe, a highly experienced mediator in the data breach space. Prelim. Counsel Cert. ¶ 11. Following the mediation session, the Parties finalized the Settlement after many weeks of additional negotiations and other extensive communications. *Id.* ¶¶ 12-13. Additionally, the Parties exchanged sufficient information to make an informed judgment about

settlement. *Id.* ¶¶ 39-40. Before and during this litigation, Class Counsel conducted an exhaustive investigation into the facts underlying Plaintiffs' claims. *Id.* ¶¶ 27-32. In connection with their settlement discussions, Defendant provided Plaintiffs with informal and confirmatory discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed. *Id.* ¶ 39. This substantive factual investigation enabled them to achieve a thorough appreciation of the merits and the risks of litigation this Action, and to approach settlement discussions fully informed. Finally, the Parties drafted detailed mediation statements prior to the full-day mediation, further augmenting their knowledge of the relevant legal issues. *Id.* ¶ 40.

The fact that Class Counsel was able to acquire sufficient information to engage in the mediation without resorting to extensive formal discovery and disputes militates in favor of approving the settlement, not against it. 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11:45, at 128 (4th ed. 2002) (“One of the major reasons courts encourage settlement is to reduce the cost of litigation, a factor strongly favored by Congress.”).

4. Plaintiffs Faced Risk in Establishing Liability and Damages

In assessing the fairness, reasonableness, and adequacy of the settlement, courts must balance the risks of establishing liability and damages against the benefits afforded to the members of the class by settlement. *Girsh*, 521 F.2d at 157. In discussing this factor, the court in *Weiss* noted that “the risks surrounding a trial on the merits are always considerable.” 899 F. Supp. at 1301. As courts have noted, “no matter how confident one may be of the outcome of litigation, such confidence is often misplaced” and “victory in litigation is never guaranteed.” *State of W. Va. v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743-44 (S.D.N.Y.), *aff'd*, 440 F.2D 1079 (2d Cir. 1970),

cert. denied, 404 U.S. 871 (1971); *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 125 (D.N.J. 2002). The fourth and fifth inquiries attempt to measure the expected value of litigating the action rather than settling it at the current time. *In re Cendant Corp. Derivative Action Litig.*, 232 F. Supp. 2d 327, 335 (D.N.J. 2002).

In considering these factors, the court should “avoid conducting a mini-trial” and “to a certain extent, give credence to the estimation of the probability of success proffered by class counsel, who are experienced with the underlying case, and the possible defenses which may be raised to their causes of action.” *In re Ikon Off. Sols., Inc. Sec. Litig.*, 209 F.R.D. 94, 105–06 (E.D. Pa. 2002). Moreover, the proponents of settlement do not have the burden of demonstrating to a certainty that the class will fail to recover. *Hill v. Art Rice Realty Co.*, 66 F.R.D. 449, 456 (N.D. Ala. 1974), *aff’d*, 511 F.2d 1400 (5th Cir. 1975). Instead, they need only show that the likelihood of success is not so great that the settlement should be disapproved. *Id.*

The Settlement allows the Settlement Class to avoid expense and risk. For example, absent this Settlement Agreement, Defendant could prevail on their legal arguments to defeat liability entirely, resulting in no recovery for the Settlement Class whatsoever. Considering these possibilities, the Parties found the settlement amount to be more than reasonable. When compared with the immediate benefits provided by the Settlement against a full trial, the balance favors approval of the Settlement. *Prudential*, 962 F. Supp. at 539-40 (risks of establishing liability weigh in favor of approving settlement because the establishment of liability at trial can never be guaranteed whereas a settlement is certain and avoids many of the obstacles posed by a trial). Balancing the strength of Plaintiffs’ claims against the substantial hurdles Plaintiffs face in establishing liability and damages, Plaintiffs and their counsel concluded that accepting the relief obtained in the Settlement—which provides much of the relief to which the Settlement Class

Members would be entitled to if they prevailed at trial—was in the best interest of the Settlement Class. Therefore, this factor also weighs in favor of final approval of the Settlement.

5. Risks of Maintaining the Settlement Class Action Through Trial

There is no guarantee that the Court will certify a class if the Parties continue to litigate. Plaintiffs believe this is a particularly straightforward case for class certification, but no plaintiff can ever be assured of maintaining class certification through trial. Proceeding to trial always entails a risk, however slight, of decertification, highlighting the inherent risks and expense of maintaining a class through trial. *In re Cendant Corp. Sec. Litig.*, 109 F. Supp. 2d at 262. This is but another inherent risk in litigation which is avoided by settlement.

6. Defendant's Ability to Withstand a Greater Judgment

Defendant's ability to withstand a greater judgment is, at most, a neutral factor in this case because, as noted above, the Settlement, if approved, would provide much of the relief to which the Class Members would be entitled if the Court certified the Settlement Class and the Settlement Class prevailed at trial. Therefore, to the extent this factor has weight, it is a neutral factor.

7. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and All Attendant Risks of Litigation

It is appropriate to consider the last two *Girsh* factors together. *See, e.g., Prudential*, 148 F. 3d at 283; *In re Found. for New Era Philanthropy Litig.*, 175 F.R.D. 202 (E.D. Pa. 1997). This analysis asks “whether the settlement is reasonable in light of the best possible recovery and the risks would face if the case went to trial. *Prudential*, 148 F. 3d at 322. Accordingly, the focus is on the overall reasonableness of the settlement. *In re Safety Components*, 166 F. Supp. 2d at 92; *see also General Motors*, 55 F.3d at 806 (“Settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.”).

Here, the relief provided by the Settlement falls well within a reasonable range. If the Settlement Class obtained a complete victory, Settlement Class members would likely receive the same—if not less—relief. However, absent this Settlement, Settlement Class members would experience significant delay in recovery. This Settlement confers substantial tangible benefits to all other Settlement Class members. When the Settlement Class Member Benefits are weighed against the pending litigation risks and potential alternative outcomes, the proposed Settlement is more than reasonable. For example, absent this Settlement, Defendant could prevail on its legal arguments to defeat liability entirely, resulting in no recovery for the Settlement Class whatsoever. Considering these possibilities, the Parties found the Settlement to be more than reasonable.

In *In re Found for New Era Philanthropy Litig.*, the court concluded that the risks on the merits, together with the time and expense of continued litigation supported the settlement:

While the plaintiffs believe they would ultimately have prevailed, both sides recognize that there are abundant factual and especially legal uncertainties in this litigation, and trying this matter would have required significant time, resources and expense to all concerned.

175 F.R.D. at 206. Here, too, there exist uncertainties about the Settlement Class's ability to succeed and a significant amount of time and expense remaining to the litigation. These factors weigh strongly in favor of settlement.

Thus, application of the *Girsh* factors strongly supports approval of this Settlement. Plaintiffs therefore ask the Court to find that the *Girsh* factors favor this settlement and to give final approval to the Settlement.

VI. APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Andrew W. Ferich of AW, Mariya Weekes of Milberg, Kristen Lake Cardoso of KO, and Marc H. Edelson of EL, were appointed Interim Class Counsel upon consolidation of the related

matters (Trans Id: LCV20242503061) and again as Class Counsel in the Preliminary Approval Order. Preliminary Approval Order, ¶ 6 (Trans Id: LCV20253539385).

For their efforts in achieving the above results, Class Counsel now seek an award of attorneys' fees and costs in the total amount of \$815,000.00.

The requested Class Counsel fees are reasonable when considered under Third Circuit and New Jersey precedent and are well within the normal range of awards in contingent-fee class actions. As detailed below and in the supporting Certifications of Class Counsel, the attorneys involved in this litigation devoted significant time and effort to bring this case to its current posture. Therefore, Plaintiffs respectfully request that the Court grant this motion accordingly.

Courts in the Third Circuit look to two methods to calculate appropriate attorneys' fees in class action settlements—the lodestar method and the percentage-of-recovery method. *In re AT&T Corp. Sec. Litig.*, 455 F.3d 160, 164 (3d Cir. 2006); *Beltran v. Sos Ltd.*, No. 21-cv-7454, 2023 WL 319895, at *7 (D.N.J. Jan. 3, 2023), *report and recommendation adopted*, No. 21-7454, 2023 WL 316294 (D.N.J. Jan. 19, 2023) (noting that “courts typically apply one of two methodologies . . . the lodestar method . . . or the percentage-of-recovery method.”) (cleaned up). New Jersey courts follow the Third Circuit rules in which the court “first computes a percentage of recovery as the basis for the attorneys' fees, and then crosschecks the result with the lodestar method.” *Lubitz v. DaimlerChrysler Corp.*, No. BER-L-4883-04, 2006 WL 3780789, at *20 (N.J. Super. Ct. Law Div. Dec. 21, 2006). “[N]ot just because New Jersey is part of the Third Circuit, but because the most mature and well-developed analyses of attorneys' fees has emerged from that court.” *Id.* The ultimate determination of the proper amount of attorneys' fees rests within the sound discretion of the court based on the facts of the case. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 280 (3d Cir. 2009); *Rossi v. Procter & Gamble Co.*, No. 11-cv-7238, 2013 WL 5523098, at *9 (D.N.J.

Oct. 3, 2013) (“the awarding of [attorneys’] fees [in a class action settlement] is within the court’s discretion.”) (citation omitted).

As explained below, the use of the percentage-of-recovery method is appropriate in this case. This is especially so given that Plaintiffs were able to secure a constructive common fund on behalf of the Settlement Class that includes the value of the various Settlement Benefits, including the \$1 million capped amount for Cash Payments, \$470 million in retail value for the CMIS benefit (and \$4.7 million in realized benefit for each 1% of the Settlement Class that claims this benefit), and the \$318,936 in Settlement Administration Costs. The \$815,000.00 combined attorneys’ fees and costs award request represents a *de minimis* 0.17% of the total benefits made available to the Settlement Class,⁷ and only 13.5% of the benefits provided assuming at least a 1% activation rate on the automatic CMIS benefit, i.e., a settlement value of \$6.026 million. The reasonableness of the attorneys’ fees and costs request is also fully supported by a lodestar cross-check, indicating that the request should be approved regardless of the method employed.

“In reviewing a fee award, a court should consider, among other factors: (i) the benefits achieved in the action; (ii) the efforts of counsel and the time spent in connection with the case; (iii) the contingent nature of the fee; (iv) the difficulty of the litigation; and (v) the standing and ability of counsel.” *Strougo v. Ocean Shore Holding Co.*, 457 N.J. Super. 138, 167 (Ch. Div. 2017) (citation omitted). It is appropriate that the Court consider the non-monetary benefits to the Settlement Class when examining Class Counsel’s fee request. *Id.* at 169 (holding that “the non-monetary settlement in this case provides a material benefit to the Class.”). “[C]ourts routinely approve agreed-upon attorney’s fees when the amount is independent from the class recovery and

⁷ See Section III(B) *supra*, which details the \$470 Million in Settlement Class Member Benefits available to Settlement Class members.

does not diminish the benefit to the class.” *Oliver v. BMW of N. Am., LLC*, No. 17-cv-12979, 2021 WL 870662, at *10 (D.N.J. Mar. 8, 2021) (collecting cases).

A. The Court Should Award a Percentage of the Constructive Common Fund

The Supreme Court has long recognized that a lawyer who obtains a recovery “for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (citations omitted). In the Third Circuit, the percentage-of-recovery is generally favored in cases involving a settlement that creates a fund. *See Glaberson v. Comcast Corp.*, No. 03-cv-6604, 2015 WL 5582251, at *11 (E.D. Pa. Sept. 22, 2015) (“The Third Circuit favors the percentage-of-recovery method of calculating fee awards in common fund cases. Courts within the Third Circuit and elsewhere routinely use this method in antitrust class actions.”) (collecting cases).

Courts routinely view a claims-made settlement as “the functional equivalent of a common fund settlement where the unclaimed funds revert to the Defendant.... [T]he two are fully synonymous.” *Newberg*, §13:7; *Poertner v. Gillette Co.*, 618 Fed. Appx. 624, 629 (11th Cir. 2015).

As one New Jersey court explained:

The percentage-of-recovery method is generally used if the case results in a common settlement fund. Courts apply this method to evaluate both true common funds—*i.e.*, where the attorneys’ fees award is derived directly from the common settlement fund, and “*constructive*” common funds—*i.e.*, where the attorneys’ fees award and the settlement funds are separately negotiated and agreed upon but are both paid by the defendant and thus, in “economic reality,” create a common fund.

Flynn-Murphy v. Jaguar Land Rover N. Am., LLC, et al., No. 20-cv-14464, 2025 WL 3771284, at *4–5 (D.N.J. Dec. 31, 2025) (cleaned up; internal citations omitted; emphasis added); *see also Dewey v. Volkswagen Aktiengesellschaft*, 558 F. App’x 191, 197 (3d Cir. 2014) (quoting *General Motors*, 55 F.3d at 820–21).

Where, as here, the settlement provides for the payment of attorneys' fees and costs from the same source (the Defendant) as funds being offered to pay settlement benefits to the class members— even though those amounts were separately negotiated and are to separately be paid by Defendant—the “economic reality” of the arrangement “‘is, for practical purposes, a constructive common fund,’ and courts may still apply the percent-of-fund analysis in calculating attorney’s fees.” *Id.* at 197 (quoting *General Motors*, 55 F.3d at 820–21).

It is appropriate to compare the fee to the total amount recovered for the benefit of the class, even if some of the fund ultimately reverts to the defendant because some class members choose not to claim their share. *Van Gemert*, 444 U.S. at 481 (attorneys’ fees must be based on the value of the entire common fund, even if some beneficiaries make no claim); accord *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291, 1298-98 (11th Cir. 1999); *Williams v. MGM-Pathé Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997). It is also appropriate to include the amount of the fees in the common fund when calculating the proper percentage. *Manual For Complex Litigation* § 21.7 (proper calculation of settlement benefits includes all fee amounts paid by defendant in addition to class relief).

The propriety of awarding attorneys’ fees based upon the benefits recovered for the class is well established. See *Newberg*, §15:56; *Van Gemert*, 444 U.S. at 478 (“a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole”) (citation omitted); *In re Par Pharm. Sec. Litig.*, No. 06-cv-3226 ES, 2013 WL 3930091, at *9 (D.N.J. July 29, 2013) (“[W]e agree with the long line of common fund cases that hold that attorneys whose efforts create, discover, increase, or preserve a common fund are entitled to compensation.” (alteration in original; citation and internal quotation marks omitted)).

Further, as courts recognize, in addition to providing just compensation, an award of attorneys' fees ensures that "competent counsel continue[s] to be willing to undertake risky, complex, and novel litigation." *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 198 (3d Cir. 2000) (citation omitted); *see also In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 359 (S.D.N.Y. 2005) ("In order to attract well-qualified plaintiffs' counsel who are able to take a case to trial, and who defendants understand are able and willing to do so, it is necessary to provide appropriate financial incentives.").

B. The Requested Attorneys' Fees Are Reasonable Under the Percentage-of-Recovery Method

When viewing the Settlement Class Member Benefits as creating a constructive common fund, the combined attorneys' fees and costs request of \$815,000.00 is reasonable under the percentage-of-the-recovery method. While no general rule exists, Courts in the Third Circuit⁸ have found reasonable fee awards generally range from 19% to 45% of the settlement fund. *See General Motors*, 55 F.3d at 822; *Beltran*, 2023 WL 319895, at *8 ("In common fund cases, the fees typically awarded to class counsel generally range between 19% to 45% of the settlement fund."); *see also Fernandez v. DouYu Int'l Holdings Ltd.*, No. 23-cv-3161, 2025 WL 3564643, at *6 (D.N.J. Dec. 12, 2025) (same); *Cunningham v. DG3 N. Am., Inc.*, No. 24-cv-07385, 2025 WL 2919331, at *9 (D.N.J. Oct. 14, 2025) (same).

The fee here is well within the range of fees typically approved as reasonable. *See, e.g., In re Suboxone (Bonprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, No. 13-md-2445, 2023 WL 8437034, at *14 (E.D. Pa. Dec. 4, 2023) ("Class Counsels' requested fees in this case represent 33 1/3 % of the total recovery—a percentage which is well within the range of reasonable

⁸ *See* notes 5 and 6, *supra*.

fees, on a percentage basis, in the Third Circuit.”) (citations omitted); *Lincoln Adventures LLC v. Those Certain Underwriters at Lloyd’s, London Members*, No. 08-cv-00235, 2019 WL 4877563, at *6 (D.N.J. Oct. 3, 2019) (“Courts in the Third Circuit, including this one, have viewed fee percentages of 33% as reasonable.” (collecting cases)).

As discussed above, here the \$815,000.00 attorneys’ fees and costs award request represents 0.17% of the total Settlement Benefits made available to the Settlement Class, and only 13.5% of the benefits provided assuming a 1% activation rate on the automatic CMIS benefit, i.e., a settlement value of \$6.026 million. For each additional 1% of Settlement Class Members that activate the CMIS benefit, the redeemed value of the Settlement increases by \$4.7 million.

Class Counsel’s combined attorneys’ fees and costs request thus falls well below the range of awards that courts have granted in other data breach cases. *See e.g., Thomsen v. Morley Cos., Inc.*, No. 22-cv-10271, 2023 WL 3437802, at *2 (E.D. Mich. May 12, 2023) (awarding fee award of 33% in a data breach class action settlement that was “presumptively reasonable”) (citations omitted); *Stoll v. Musculoskeletal Inst.*, No. 20-cv-1798, 2022 WL 16927150, at *3 (M.D. Fla. July 27, 2022), *report and recommendation adopted sub nom. Stoll v. Musculoskeletal Inst., Chartered*, No. 20-cv-1798, 2022 WL 16923698 (M.D. Fla. Nov. 14, 2022) (awarding fee award of 33% in a data breach class action settlement resolving claims against a medical provider following a ransomware attack); *Braun v. Philadelphia Inquirer, LLC*, No. 22-cv-4185-JMY, 2025 WL 1314089, at *11 (E.D. Pa. May 6, 2025). A one-third flat percentage fee award has been approved in data privacy case that resolved by settlement.”) (citing *In re TikTok, Inc. Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022)).

Thus, Class Counsel’s \$815,000.00 attorneys’ fees and costs award request is reasonable and significantly lower than fees typically awarded in these types of cases.

C. The Reasonableness of the Requested Attorneys' Fees Is Confirmed by a Lodestar Cross-Check

Analysis of the fee request under the lodestar “cross-check” solidifies that the request here is reasonable. Indeed, courts can use counsel’s lodestar a “cross-check” to determine whether a requested fee is reasonable. *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 330 (3d Cir. 2011); *In re Suboxone Antitrust Litig.*, 2023 WL 8437034, at *14; *Lubitz*, 2006 WL 3780789, at *20 (same). “The lodestar cross-check serves the purpose of alerting the trial judge that when the multiplier is too great, the court should reconsider its calculation under the percentage-of-recovery method.” *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306 (3d Cir. 2005). “Conversely, where the ratio of the [percentage-of-recovery] to the lodestar is relatively low, the cross-check can confirm the reasonableness of the potential award under the [percentage] method.” *In re Schering-Plough Corp. Enhance Sec. Litig.*, No. 08-cv-2177, 2013 WL 5505744, at *33 (D.N.J. Oct. 1, 2013).

Class Counsel have spent a total of 559.5 hours on this matter through January 16, 2026, resulting in a collective lodestar of \$486,789.70. *See* Joint Certification of Class Counsel (“Counsel Fee Cert”), attached as **Exhibit C**) ¶¶ 10, 12. As discussed in the previously filed Prelim. Counsel Cert., Class Counsel’s time has been necessarily spent in the drafting, revision, and preparation of the pleadings and detailed mediation briefings, confirmatory discovery and protracted negotiations needed to reach a settlement in this matter; as well as the drafting, revision, and preparation of the Settlement Agreement, and the Motion for Preliminary Approval. *See generally* Prelim. Counsel Cert. Further, Class Counsel have devoted extensive time and resources to drafting the instant Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Awards (with their attendant briefs and certifications), including research and analysis needed to prepare these papers. Counsel Fee Cert. ¶ 13. This lodestar total does not account for the

ongoing work that will be required of Class Counsel to see this matter through final approval and to complete the benefits distribution process. *Id.* ¶ 14.

Additionally, Class Counsel's hourly rates are reasonable when compared to those approved in other class actions. *Id.* ¶ 15; *see, e.g., Fernandez*, 2025 WL 3564643, at *7 (approving hourly rates for attorneys and paralegals as "reasonable and commensurate with attorneys of similar experience in this geographic region.").

As discussed below, Class Counsel also have incurred costs in the collective amount of \$16,348.40 through January 16, 2026. Counsel Fee Cert. ¶ 19. This means that the attorneys' fee portion of the \$815,000.00 attorneys' fees and costs request is \$798,651.60. As revealed by the lodestar cross-check, this amount presents a lodestar multiplier of only 1.64, which is well within the range of lodestar multipliers accepted in the Third Circuit. *See Newberg* § 15:89 (noting two separate studies in which the mean multiplier in the Third Circuit was 2.01 and 1.38, respectively; *Dickerson v. York Int'l Corp.*, No. 15-cv-01105, 2017 WL 3601948, at *11 (M.D. Pa. Aug. 22, 2017) ("Multipliers between one and four are routinely approved in the Third Circuit.") (citation omitted); *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 225 (E.D. Pa. 2014) ("The [Third Circuit] Court of Appeals has recognized that multipliers 'ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied.'"); *In re Suprema Specialties, Inc. Sec. Litig.*, No. 02-cv-00168, 2008 WL 906254, at *11 (D.N.J. Mar. 31, 2008) (noting "Courts in the Third Circuit have approved percentage-of-recovery awards of three or four times the amount calculated by the lodestar method.") (citations omitted).

Likewise, New Jersey law permits the Court to award a "multiplier designed to compensate counsel for the risks of undertaking complex and difficult litigation for which no compensation may ever be recovered." *Hughes v. AT&T Corp.*, No. A-1166-06T2, 2008 WL 2199928, at *14

(N.J. Super. Ct. App. Div. May 29, 2008) (citation omitted); *see also Estate of Feiner*, No. A-0561-15T3, 2017 WL 4364482, at *7 (N.J. Super. Ct. App. Div. Oct. 3, 2017) (a “fifty percent multiplier the judge applied to the fee lodestar amount was an enhancement well within the court’s discretion.”) (citing *Rendine v. Pantzer*, 141 N.J. 292, 320 (1995)).

The amount requested as attorneys’ fees is fair and reasonable when weighed against the significant time invested and financial risks assumed by Class Counsel in order to achieve the results embodied in the Settlement Agreement. The amount should be approved.

D. Class Counsel’s Request for Reimbursement of Costs Is Reasonable

“Counsel in common fund cases is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the case.” *O’Hern v. Vida Longevity Fund, LP*, No. 21-cv-00402, 2023 WL 3204044, at *10 (D. Del. May 2, 2023) (citation and internal quotation marks omitted). Included in the combined attorneys’ fees and costs request of \$815,000.00, Class Counsel seeks reimbursement of \$16,348.40 for the reasonable costs incurred to advance this litigation (exclusive of Notice and Settlement Administration Costs, which is being paid separately by Defendant). These costs are outlined in the supporting certification submitted concurrently herewith. Counsel Fee Cert. ¶¶ 19-20. These costs are typical in litigation, were necessary for the successful prosecution and resolution of the claims against Defendant (as the bulk of the costs are the mediator’s fees) and should be approved.

E. The Requested Service Awards Are Reasonable

Service awards are “not uncommon in class action litigation and particularly where, as here, a common fund has been created for the benefit of the entire class.” *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 665 (E.D. Pa. 2015) (citation and internal quotation marks omitted). Generally, “[c]ourts routinely approve incentive awards to compensate named plaintiffs for the

services they provided and the risks they incurred during the course of the class action litigation.”
Cullen v. Whitman Med. Corp., 197 F.R.D. 136, 145 (E.D. Pa. 2000) (quotation omitted).

In Machulsky v. Lilliston Ford, Inc., No. A-2987-06T5, 2008 WL 2788073 (N.J. Super. Ct. App. Div. July 21, 2008), the Appellate Division, after a thorough review of the pertinent federal case law, found that “[i]ncentive awards to class representatives in class actions are a recognized element of agreements to resolve class actions.” *Id.* at *2 (citing *In Re Compact Disc Minimum Advertised Price Antitrust Litig.*, 292 F. Supp. 2d 184, 189 (D. Me. 2003); *Lachance v. Harrington*, 965 F. Supp. 630, 652 (E.D. Pa.1997); *In re SmithKline Beckman Corp. Sec. Litig.*, 751 F. Supp. 525, 535 (E.D. Pa. 1990); *Ingram v. Coca-Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001)). The Appellate Division pointed to the “number of valid reasons” which courts have identified as the basis for granting incentive awards, also called “service awards,” to class representatives:

[t]he plaintiff’s role in these cases is to protect the interests of the class and foot the bill for the litigation. However, the public policy favoring private civil litigation as a means to promote certain important social values often fails to provide adequate compensation or incentive for plaintiffs to take on this burden simply on principle. The representative assumes substantial risk, not just of losing the time and costs of litigation, but also of retaliation or collateral notoriety.

Machulsky, 2008 WL 2788073, at *3 (citation omitted).

Here, as in other cases where service awards have been granted, named Plaintiffs and Class Representatives took action which “protected the interests of the Class Members and which have resulted in a Settlement that provides substantial economic and non-economic benefits for the Class Members.” *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251 (S.D. Ohio 1991).

The factors which the Appellate Division restated in *Machulsky* as those commonly considered by courts when determining whether to approve a service award to a class action plaintiff—(1) the risk to the class representative in commencing suit, both financial and otherwise;

(2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation—have been fully met in this matter. *Machulsky*, 2008 WL 2788073, at *4 (quoting *Van Vracken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995)).

Here, Plaintiffs agreed to proceed as representatives of the putative class. By agreeing to serve as representative of the putative class, Plaintiffs ran the risk that their names would appear in the publicly available documents and would be publicly associated with this lawsuit, a potential source of embarrassment and notoriety to otherwise private individuals.

Plaintiffs actively participated in the class action lawsuit, which has spanned over a year and a half of litigation. They aided Class Counsel in drafting the Complaint and were kept informed of the litigation throughout its entire course. Plaintiffs were prepared to—if necessary—appear for depositions and attend trial, had this matter not resolved through settlement negotiations.

Plaintiffs could have pursued their claim on an individual basis, but instead agreed to forestall relief on their individual claims in order to ensure that relief was provided to the Settlement Class. The benefits to the Settlement Class (as set forth above) are significant, and are the result of protracted settlement negotiations which most likely would not have occurred had Plaintiffs merely pursued their individual claims.

Given the significant contributions made by Plaintiffs to the successful resolution of this case and the magnitude of the benefits to the Settlement Class, the proposed Service Awards to each Plaintiff in the amount of \$2,000.00 for their roles as Class Representatives in this Action is appropriate and warranted.

VII. CONCLUSION

For the foregoing reasons, the Settlement should be approved as fair and reasonable, subject to the Final Approval hearing; the Settlement Class should be finally certified pursuant to R. 4:32-1(a) and (b); and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be approved.

Dated: January 16, 2026

Respectfully submitted,

/s/ Andrew W. Ferich

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Class Counsel

Exhibit A

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

Plaintiffs,

v.

AFFILIATED DERMATOLOGISTS &
DERMATOLOGIC SURGEONS, P.A.,

Defendant.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY**

Case No. MRS-L-001091-24

JURY TRIAL DEMANDED

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a dermatology practice located in Morristown, New Jersey.
2. As part of its operations, Defendant collects and maintains the Private Information of its patients, employees, and other individuals.
3. On or about March 5, 2024, Defendant became aware of a cybersecurity incident that occurred between December 19, 2023 and March 5, 2024, wherein an unauthorized third party obtained access to Defendant's computer network and potentially had access to the Private Information of approximately 373,630 individuals.

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

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

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

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

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

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

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

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

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

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

II. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

23. “**Class Counsel**” means: Andrew W. Ferich of Ahdoot & Wolfson, PC, Mariya Weekes of Milberg Coleman Bryson Phillips & Grossman PLLC, Kristen Lake Cardoso of Kopelowitz Ostrow P.A., and Marc H. Edelson of Edelson Lechtzin LLP.

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

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

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

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

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

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

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

Dermatologic Surgeons, P.A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

occurs when the Court enters the Preliminary Approval Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Certification of the Settlement Class

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

certification of any class in the Action.

IV. Settlement Consideration

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

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

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

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

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

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

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

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

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

V. Settlement Approval

69. Within 10 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Andrew W. Ferich of Ahdoot & Wolfson, PC, Mariya Weekes of Milberg Coleman Bryson Phillips & Grossman PLLC, Kristen Lake Cardoso of Kopelowitz Ostrow P.A., and Marc H. Edelson of Edelson Lechtzin LLP as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Epiq as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

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

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

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

72. The Settlement Administrator's duties include:

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

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

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

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

asked questions of Settlement Class Members who communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this

Agreement even if that Settlement Class Member does not submit a Valid Claim.

81. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice or Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

82. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

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

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

VIII. Claim Form Process and Disbursement of Cash Payments

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

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

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

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

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

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

Parties and ultimate oversight by the Court.

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

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;

- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

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

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

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

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

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

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

IX. Final Approval Order and Final Judgment

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

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and

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

X. Service Awards, Attorneys' Fees, and Costs

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

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

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

XI. Releases

101. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Business and Professions Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

Settlement Class Member Benefit, under the Settlement.

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

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

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

XIII. Effect of Termination

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

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

XIV. No Admission of Liability

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

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

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

112. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

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

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

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

XV. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

123. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal

from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

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

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

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

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

If to Defendant or Defendant's Counsel:

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

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

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

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

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

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

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

129. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect

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

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

CLASS REPRESENTATIVES



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

ELIO LEPORE

RONALD SIGNORINO

CLASS REPRESENTATIVES

ELIO LEPORE

Signed by:

Ronald Signorino

RONALD SIGNORINO

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOT & WOLFSON, PC


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

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.


MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

RICHARD WEISS



CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

RICHARD WEISS

CHARLES ZISS

MaryAnn Joyce

MARYANN JOYCE

CLASS COUNSEL

ANDREW W. FERICH
AHDOOT & WOLFSON, PC

Kristen Lake Cardoso

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

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL



ANDREW W. FERICH
AHDoot & Wolfson, PC

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.



MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

/s/ Marc H. Edelson

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT

By: _____
Its _____

RICHARD WEISS

CHARLES ZISS

MARYANN JOYCE

CLASS COUNSEL


ANDREW W. FERICH
AHDOOT & WOLFSON, PC

KRISTEN LAKE CARDOSO
KOPELOWITZ OSTROW P.A.

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC

MARC H. EDELSON
EDELSON LECHTZIN LLP

DEFENDANT


By: ROBERT E. LOMBARDI
Its CHIEF EXECUTIVE OFFICER

COUNSEL FOR DEFENDANT



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



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

Exhibit 1

PLACEHOLDER0000*

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

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

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

GENERAL INFORMATION

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

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

SETTLEMENT BENEFITS – WHAT YOU MAY GET

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

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

OR

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

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

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

* * *

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

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

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

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

PLACEHOLDER0000*

Cash Payment A – Documented Losses

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

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

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

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

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

Exhibit 2

FROM: EMAIL ADDRESS

TO: EMAIL ADDRESS

RE: AFFILIATED DERMATOLOGISTS COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

UniqueID: <<UNIQUE ID>>

Enrollment Code: <<ENROLLMENT CODE>>

Superior Court of New Jersey, Morris County
Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.

Case No. MRS-L-001091-24

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

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

You can file your Claim Form [here](#).

SAVE THIS EMAIL!

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

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

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

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

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

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

Settlement Class Member; **OR**

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

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

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

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

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

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

Exhibit 3

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

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

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

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

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

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

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

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

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

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

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

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

BASIC INFORMATION

1. Why is this Notice being provided?

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

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

2. What is this lawsuit about?

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

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

3. Why is there a Settlement?

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

4. Why is this lawsuit a class action?

In a class action, one or more people sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

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

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

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

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

Cash Payment A – Documented Losses

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

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

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

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

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

Cash Payment B – Alternate Cash

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

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

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

Credit Monitoring

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

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

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

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

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

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

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

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

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

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

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

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

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

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, Mariya Weekes of Milberg Coleman Bryson Phillips & Grossman PLLC, Kristen Lake Cardoso of Kopelowitz Ostrow P.A., and Marc H. Edelson of Edelson Lechtzin LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

21. How will Class Counsel be paid?

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

THE FINAL APPROVAL HEARING

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

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

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

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

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

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval

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

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

24. May I speak at the Final Approval Hearing?

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

GET MORE INFORMATION

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

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

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

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

Exhibit 4

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

Court-Approved Legal Notice

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

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

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

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

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

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

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

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

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

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

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

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

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



PLACE
STAMP
HERE

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

Exhibit 5

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

Plaintiff,

v.

AFFILIATED DERMATOLOGISTS &
DERMATOLOGIC SURGEONS, P.A.,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Case No. MRS-L-001091-24

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

CLASS ACTION

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

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

IT IS ON THIS ____ DAY OF _____, 202_ ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;
2. The terms of the Parties' Settlement Agreement are hereby conditionally approved,

subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and

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

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

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

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

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

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

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

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

7. The Court approves the Notice Program, including the Claim Form, Email Notice, Long Form Notice, and Postcard Notice attached to the Settlement Agreement as Exhibits 1-4, respectively. The Notice to be provided is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities effected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of R.4:32-2(b) of the New Jersey Court Rules, due process, the Constitution of the United States, the laws of New Jersey and all other applicable laws. The Notice is accurate, objective, informative, and provides the Settlement Class with all the information necessary to make an informed decision regarding their participation in the Settlement and its fairness. The Court also approves the manner and timing of the Notice to the Settlement Class as set forth in Section VII of the Settlement Agreement, and hereby orders that the notice to the Settlement Class shall be effected in accordance with the Settlement Agreement. Consistent with paragraph 74 of the Settlement Agreement, the Notice commencement date shall be 20 days following entry of this Preliminary Approval Order (i.e., _____, 202_);

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

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

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

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

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

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

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

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

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

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

16. On _____, 202_ at _____ a.m./p.m., a Final Approval Hearing will be held before the Honorable _____ in Courtroom _____ of the Morris County Courthouse. The date and time of the Final Approval Hearing may, from time to time and without further direct notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court. Any changes to the Final Approval Hearing will be posted on the Settlement Website; and

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

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

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

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

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

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 202_

HONORABLE

_____ OPPOSED

 X UNOPPOSED

Exhibit C

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

Plaintiffs,
v.

AFFILIATED DERMATOLOGISTS &
DERMATOLOGIC SURGEONS, P.A.,

Defendant.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY**

Case No. MRS-L-001091-24

**CERTIFICATION OF CAMERON R. AZARI, ESQ. REGARDING COMMENCEMENT
OF NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this certification are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”).

OVERVIEW

5. This certification describes the successful implementation of the Settlement Notice Program (“Notice Program”) and Notices (the “Notice” or “Notices”) for *Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.*, Case No. MRS-L-001091-24, pending in the

Superior Court of New Jersey, Morris County. I previously executed my *Certification of Cameron R. Azari, Esq., Regarding Notice Program*, on October 20, 2025 (“Notice Program Certification”), which described the Notice Program, detailed Epiq’s class action notice experience, and attached Epiq’s curriculum vitae. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PROGRAM METHODOLOGY

6. New Jersey Court Rule 4:32-2 directs that notice must be “the best notice that is practicable under the circumstances consistent with the due process of law.”¹ The Notice Program as implemented satisfied this requirement. As of January 14, 2026, the Notice Program reached approximately 90% of the identified Settlement Class with direct notice via email and/or mail. The reach was further enhanced by a Settlement Website. As the mailing just recently commenced, the reach percentage may change due to remails and undeliverable mail.

NOTICE PROGRAM DETAIL

7. On December 18, 2025, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *[Proposed] Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved, for settlement purposes only, the following “Settlement Class”:

All living individuals in the United States whose Private Information was implicated in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

8. After the Court’s Preliminary Approval Order was entered, Epiq implemented the Notice Program. This certification details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class. This certification also discusses the administration activity to date.

¹ N.J. Court Rules, R.4:32-2(b)(2).

NOTICE PROGRAM

Individual Notice

9. On December 19, 2025, Epiq received one data file with 373,680 identified Settlement Class Member records, which included names, physical addresses, and email addresses, to the extent available (“Class List”). Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts resulted in 370,759 unique, identified Settlement Class Member records (of these, 11,817 records did not contain a valid email address or associated mailing address and were not sent Notice). An Email Notice was sent to all identified Settlement Class Members for whom a valid email address was available, and a double postcard notice with a detachable address updater (“Postcard Notice”) will be sent via United States Postal Service (“USPS”) first class mail to all identified Settlement Class Members with an associated physical address for whom a valid email address was unavailable or for whom the Email Notice was returned as undeliverable after several attempts.

Individual Notice –Email

10. On January 7, 2026, Epiq commenced sending 111,516 Email Notices to 111,304 identified Settlement Class Members for whom a valid email address was available. The following industry standard best practices were followed. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that in our experience increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of email communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted

with a unique message identifier. The Email Notices included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Long Form Notice and other information about the Settlement. The Email Notice also contained an enrollment code unique to each Settlement Class Member to activate their free credit monitoring services. The Email Notice is included as **Attachment 1**.

11. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For Email Notices for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

Individual Notice – Direct Mail

12. Epiq is in the process of sending Postcard Notices to identified Settlement Class Members with an associated physical address for whom a valid email address was unavailable. Postcard Notices will also be sent to Settlement Class Members for whom an email is undeliverable and a physical address is available. The Postcard Notice is being sent via USPS first class mail. The Postcard Notice clearly and concisely summarizes the Settlement and the legal rights of the Settlement Class Members. The Postcard Notice also directs Settlement Class Members to the Settlement Website where they can access the Long Form Notice and additional information about the Settlement. The Postcard Notice also contains an enrollment code unique to each Settlement Class Member to activate their free credit monitoring services. The Postcard Notice is included as **Attachment 2**.

13. Prior to mailing the Postcard Notices, all mailing addresses are checked against the National Change of Address (“NCOA”) database maintained by the USPS.² In addition, the addresses are certified via the Coding Accuracy Support System (“CASS”) to ensure the quality

² The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

14. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwards Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable are re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, or to better addresses that were found using a third-party lookup service. This process is also commonly referred to as “skip-tracing.” Upon successfully locating better addresses, Postcard Notices will be promptly re-mailed.

15. Additionally, a Long Form Notice and Claim Form (“Claim Package”) are mailed to all persons who request one via the toll-free telephone number or other means. The Long Form Notice is included as **Attachment 3**. The Claim Form is included as **Attachment 4**.

Settlement Website

16. On January 7, 2026, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.AffiliatedDDSDBSettlement.com). Relevant documents are posted on the Settlement Website, including the Complaint, Settlement Agreement, Preliminary Approval Order, Claim Form, and Long Form Notice. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members can opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to file a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all Notice documents. As

of January 14, 2026, there have been 3,563 unique visitor sessions to the Settlement Website, and 7,640 web pages have been presented.

Toll-Free Telephone Number

17. On January 6, 2026, a toll-free telephone number (1-877-734-7165) was established for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all Notice documents. As of January 14, 2026, there have been 67 calls to the toll-free telephone number representing 147 minutes of use.

18. A postal mailing address was established for the Settlement, and continues to be available to allow Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

19. The Opt-Out Deadline and Objection Deadline for the Settlement is January 31, 2026. As of January 14, 2026, Epiq has received no requests for exclusion. As of January 14, 2026, Epiq is aware of no objections to the Settlement.

Claim Submission & Distribution Options

20. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address, and how Settlement Class Members can submit a Claim Form online or by mail. With any method of filing a Claim Form, Settlement Class Members are given the option of receiving a digital payment or a traditional paper check. Epiq worked with the parties to select an appropriate menu of digital payment options. The type of digital payment selected does not impact Epiq's compensation for its work as Settlement Administrator, and no digital option is discouraged relative to other options.

21. The deadline for Settlement Class Members to file a Claim Form is February 15, 2026. As of January 14, 2026, Epiq has received 1,367 Claim Forms. Since the February 15, 2026,

deadline has not yet passed, these numbers are preliminary and are subject to change. As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

PLAIN LANGUAGE NOTICE DESIGN

22. The Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the Notices followed the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that Epiq’s noticing experts have written and designed in a similar fashion. The Notices contained substantial, albeit easy-to-read summaries of all key information about Settlement Class Members’ rights and options. Consistent with our normal practice, all notice documents underwent a final edit prior to actual mailing and publication for grammatical errors and accuracy.

23. The Notices mailed to all identified Settlement Class Members provided substantial information to the Settlement Class. The Notices included (i) details regarding the Settlement Class Members’ ability to opt-out or object to the Settlement Agreement, (ii) the deadline to opt-out or object, and (iii) the date, time, and location of the Final Approval Hearing, among other information.

CONCLUSION

24. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

25. The Notice Program followed the guidance for satisfying due process obligations

that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so.


- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

26. The Notice Program as designed and implemented provided the best notice practicable under the circumstances, conformed to all aspects of New Jersey Court Rule 4:32-2 regarding notice, comported with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

27. The Notice Program schedule afforded enough time to provide full and proper notice to the Settlement Class Members before the Opt-Out Deadline and Objection Deadline.

28. Given the recent commencement of the notice campaign, I will provide a supplemental certification to Court prior to the Final Approval Hearing with additional details regarding the final reach of the notice plan and updated administration statistics.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 14, 2026.



Cameron R. Azari, Esq.

Attachment 1

From: Affiliated Derm Data Breach Settlement
<AffiliatedDDSDBSettlement@e.epiqnotice.com>

To: [REDACTED]

Subject: AFFILIATED DERMATOLOGISTS COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

Name	UniqueID	PIN	EnrollmentCode
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Superior Court of New Jersey, Morris County
Lepore et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.

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

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

You can file your Claim Form [here](#).

You can activate your Credit Monitoring [here](#) after the Court grants final approval of the Settlement.

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

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

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

What Does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form [here](#) through **February 15, 2026**, or by mail postmarked by **February 15, 2026**, for the Settlement Class Member Benefits below.

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

OR

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

If the amount of timely and valid Claim Forms exceed an aggregate amount of \$1,000,000, your Cash Payment (A or B) will be subject to a pro rata (equal) reduction. More information is available in the [Settlement Agreement](#) or the [Long-Form Notice](#).

- **Credit Monitoring:** As a Settlement Class Member, you will automatically receive three years of free Credit Monitoring. **You do not need to submit a Claim Form to receive free Credit Monitoring services.**

Are There Any Other Options Available? If you do not want to be legally bound by the Settlement, you must submit an opt-out request **postmarked by January 31, 2026**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards through **January 31, 2026**. The [Long-Form Notice](#) on the Settlement Website explains how to opt out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **March 2, 2026**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and costs of up to \$815,000 to be paid directly by Defendant, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This Notice is only a summary. Learn more about the Settlement [here](#) or call 1-877-734-7165 toll-free.

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

If [REDACTED] should not be subscribed or if you need to change your subscription information for Affiliated Derm Data Breach, [please use this preferences page](#).

Attachment 2

Affiliated Dermatologists Data Incident
Settlement Administrator
P.O. Box 2684
Portland, OR 97208-2684

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

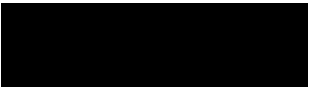
1A
247362

Court-Approved Legal Notice

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

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

This notice is a summary. Learn more about the Settlement at AffiliatedDDSDBSSettlement.com or call toll-free 1-877-734-7165.



THIS IS NOT A CLAIM FORM

PERSONAL INFORMATION UPDATE FORM

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

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

First Name:

MI:

Last Name:

Mailing Address:

City:

State:

ZIP Code:

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

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail, postmarked by **February 15, 2026**, for the following Settlement Class Member Benefits:

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

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

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

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

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt out **postmarked by January 31, 2026**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **January 31, 2026**. The Long Form Notice on the Settlement Website explains how to opt out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **March 2, 2026**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and costs of up to \$815,000 and Service Awards, paid by or on behalf of Defendant, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

To activate your free Credit Monitoring (after the Court grants final approval of the Settlement), go to AffiliatedDDSDBSettlement.com and enter your enrollment code.

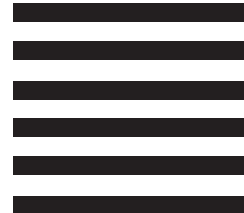
Enrollment Code: [REDACTED]

Unique ID: [REDACTED]

PIN: [REDACTED]
AM1932 v.04



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

POSTAGE WILL BE PAID BY ADDRESSEE

AFFILIATED DERMATOLOGISTS
DATA INCIDENT
C/O EPIQ
PO BOX 2684
PORTLAND OR 97208-9610



Attachment 3

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

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

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

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

OR

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

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

Credit Monitoring: All Settlement Class Members will automatically receive three years of free Credit Monitoring. The Credit Monitoring enrollment code is located on your Notice. **You do not need to submit a Claim Form to receive free Credit Monitoring services.**

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

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get a cash payment is to submit a timely and valid Claim Form. You do not need to submit a Claim Form to receive free Credit Monitoring.	Submitted or Postmarked by: February 15, 2026
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: January 31, 2026
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: January 31, 2026
Do Nothing	Get no cash payment. Give up your legal rights. Settlement Class Members will automatically receive free Credit Monitoring.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

BASIC INFORMATION

1. Why is this Notice being provided?

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

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

2. What is this lawsuit about?

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

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

3. Why is there a Settlement?

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

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after a court grants certification, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

WHO IS INCLUDED IN THE SETTLEMENT?

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

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

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

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.AffiliatedDDSDBSettlement.com or call toll-free 1-877-734-7165.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

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

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member.

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

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

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

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

Cash Payment B – Alternate Cash

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

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

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

Credit Monitoring

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

Your Notice will include instructions to activate your Credit Monitoring services. Instructions on how to activate your Credit Monitoring services can also be found at www.AffiliatedDDSDBSettlement.com. Following final approval of the Settlement, the Credit Monitoring service will activate for all Settlement Class Members. If you currently have an active credit monitoring product, you may delay activation of the Credit Monitoring enrollment for up to 12 months.

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

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

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

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive the Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.AffiliatedDDSDBSettlement.com by **February 15, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by February 15, 2026**. Claim Forms are also available at www.AffiliatedDDSDBSettlement.com or by calling 1-877-734-7165 or by writing to:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box 2684
Portland, OR 97208-2684

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

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

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

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

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box 2684
Portland, OR 97208-2684

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

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

You are able to activate your free Credit Monitoring after the Settlement is approved by the Court and becomes final. Your Notice will include instructions to activate your Credit Monitoring services. Instructions on how to activate your Credit Monitoring services can also be found at www.AffiliatedDDSDBSettlement.com. Following final approval of the Settlement, the Credit Monitoring service will activate for all Settlement Class Members. If you currently have an active credit monitoring product, you may delay activation of the Credit Monitoring enrollment for up to 12 months.

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

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

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

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

If you did not receive a Notice but believe you may be a Settlement Class Member or if you are having trouble locating your Credit Monitoring enrollment code, you may go to www.AffiliatedDDSDBSettlement.com, call toll-free 1-877-734-7165, or write to the Settlement Administrator at:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box 2684
Portland, OR 97208-2684

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

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

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

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

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **January 31, 2026**:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box 2684
Portland, OR 97208-2684

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

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

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

To object, you must file your timely written objection with the Court as provided below by **January 31, 2026**, and send by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **January 31, 2026**, stating you object to the Settlement in *Lepore, et al. v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.*, Case No. MRS-L-001091-24.

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

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

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of all lawyers representing you in connection with the objection (if any), including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- 5) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 6) The identity of all lawyers (if any) representing you as an objector, and whether they will appear at the Final Approval Hearing;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- 8) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 9) Your signature as the objector (a lawyer's signature is not sufficient).

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

To object, you must file your timely written objection with the Court by **January 31, 2026**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **January 31, 2026**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Superior Court of New Jersey Morris County Courthouse 56 Washington St. Morristown, NJ 07960	Andrew W. Ferich Ahdoot & Wolfson, PC 201 King of Prussia Rd. Suite 650 Radnor, PA 19087 Kristen Lake Cardoso Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg Coleman Bryson Phillips & Grossman PLLC 201 Sevilla Ave.	David M. Ross Brian H. Myers Wilson, Elser, Moskowitz, Edelman & Dicker LLP 1500 K Street, NW Suite 330 Washington, D.C. 20005	Affiliated Dermatologists Data Incident Settlement Administrator PO Box 2684 Portland, OR 97208-2684

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

	<p style="text-align: center;">Suite 200 Coral Gables, FL 33134</p> <p style="text-align: center;">Marc H. Edelson Edelson Lechtzin LLP 411 S. State St. Suite N-300 Newtown, PA 18940</p>		
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19. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, Mariya Weekes of Milberg Coleman Bryson Phillips & Grossman PLLC, Kristen Lake Cardoso of Kopelowitz Ostrow P.A., and Marc H. Edelson of Edelson Lechtzin LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

21. How will Class Counsel be paid?

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

THE FINAL APPROVAL HEARING

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

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

The Court will hold a Final Approval Hearing on **March 2, 2026, at 10:00 a.m.** before the Honorable Rosemary E. Ramsay (or another Judge of the Court) at the Morris County Courthouse, 56 Washington Street, Morristown, NJ 07960. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

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

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

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

24. May I speak at the Final Approval Hearing?

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

GET MORE INFORMATION

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

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.AffiliatedDDSDBSettlement.com. You may get additional information at www.AffiliatedDDSDBSettlement.com, by calling toll-free 1-877-734-7165, or by writing to:

Affiliated Dermatologists Data Incident
Settlement Administrator
PO Box 2684
Portland, OR 97208-2684

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

Questions? Go to www.AffiliatedDDSDBSettlement.com or call 1-877-734-7165

Attachment 4

**Must be postmarked or
submitted online
NO LATER THAN
February 15, 2026**

Affiliated Dermatologists Data Incident
SETTLEMENT ADMINISTRATOR
P.O. BOX 2684
PORTLAND, OR 97208-2684
AffiliatedDDSDBSettlement.com

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

GENERAL INFORMATION

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

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at AffiliatedDDSDBSettlement.com. Claims must be submitted online or mailed by **February 15, 2026**. If you would prefer to submit by mail, please use the return address at the top of this form.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

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

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

OR

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

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

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

* * *

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

For more information and complete instructions, visit AffiliatedDDSDBSettlement.com.

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

Questions? Go to AffiliatedDDSDBSettlement.com or call 1-877-734-7165.

Contact Information

1. NAME (REQUIRED):

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

2. MAILING ADDRESS (REQUIRED):

Street Address		
<input type="text"/>		
Apt. No.		
<input type="text"/>		
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. PHONE NUMBER:

<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>
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4. EMAIL ADDRESS:

<input type="text"/>

Questions? Go to AffiliatedDDSDbSettlement.com or call 1-877-734-7165.

Cash Payment A – Documented Losses

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

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

To look up more details about how the Cash Payments work, visit AffiliatedDDSDBSettlement.com or call toll-free 1-877-734-7165. Please also review the Long Form Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
<p>Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.</p> <p><i>Examples: Receipts, notices, or account statements</i></p>	<p>\$ <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> • <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/></p> <p>Date: <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> - <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> - <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/></p> <p style="text-align: center;">MM DD YYYY</p>	<hr/> <hr/> <hr/> <hr/> <hr/>
<p>Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident.</p> <p><i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased, or account statements reflecting payment for a credit freeze</i></p>	<p>\$ <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> • <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/></p> <p>Date: <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> - <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> - <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/></p> <p style="text-align: center;">MM DD YYYY</p>	<hr/> <hr/> <hr/> <hr/> <hr/>
<p>Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident.</p> <p><i>Examples: Phone bills, receipts, detailed list of addresses you traveled to (e.g., police station, IRS office), reason why you traveled there (e.g., police report or letter from IRS re falsified tax return) and number of miles you traveled</i></p>	<p>\$ <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> • <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/></p> <p>Date: <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> - <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> - <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/> <input style="width: 40px; height: 20px;" type="text"/></p> <p style="text-align: center;">MM DD YYYY</p>	<hr/> <hr/> <hr/> <hr/> <hr/>

Questions? Go to AffiliatedDDSDBSettlement.com or call 1-877-734-7165.

Andrew W. Ferich (NJ 015052012)
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: (310) 474-9111
Facsimile: (310) 474-8585
aferich@ahdootwolfson.com

Class Counsel

[Additional counsel on signature page]

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

Plaintiffs,

v.

AFFILIATED DERMATOLOGISTS &
DERMATOLOGIC SURGEONS, P.A.,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Consolidated Case No. MRS-L-001091-24

PROOF OF SERVICE

The undersigned hereby certifies that on January 16, 2026, the following documents were filed via the Court's e-filing system: PLAINTIFFS' NOTICE OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS; MEMORANDUM OF LAW IN SUPPORT THEREOF; JOINT CERTIFICATION OF COUNSEL IN SUPPORT OF; CERTIFICATION OF CAMERON R. AZARI, ESQ. REGARDING NOTICE PROGRAM; and [PROPOSED] ORDER, and served via e-mail on the following counsel for Defendant Affiliated Dermatologists & Dermatologic Surgeons, P.A.:

Suna Lee, Esq.
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP
7 Giralda Farms
Madison, New Jersey 07940
Suna.Lee@wilsonelser.com

Dated: January 16, 2026

/s/ Andrew W. Ferich
Andrew W. Ferich (NJ 015052012)
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: (310) 474-9111
Facsimile: (310) 474-8585
aferich@ahdootwolfson.com
bking@ahdootwolfson.com

Mariya Weekes (admitted *pro hac vice*)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
201 Sevilla Avenue, 2nd Floor
Coral Gables, FL 33134
Telephone: (786) 879-8200
Facsimile: (786) 879-7520
mweekes@milberg.com

Kristen Lake Cardoso (admitted *pro hac vice*)
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., 5th Floor
Ft. Lauderdale, FL 33301
Telephone: (954) 525-4100
Facsimile: (954) 525-4300
cordasco@kolawyers.com

Marc H. Edelson (admitted *pro hac vice*)
EDELSON LECHTZIN LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Telephone: (215) 867-2399
Facsimile: (267) 685-0676
medelson@edelson-law.com

Class Counsel

Andrew W. Ferich (NJ 015052012)
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: (310) 474-9111
Facsimile: (310) 474-8585
aferich@ahdootwolfson.com

Class Counsel

[Additional counsel appear on signature page]

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

Plaintiffs,

v.

AFFILIATED DERMATOLOGISTS &
DERMATOLOGIC SURGEONS, P.A.,

Defendant.

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION: MORRIS COUNTY

Case No. MRS-L-001091-24

CLASS ACTION

**JOINT COUNSEL CERTIFICATION IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

Andrew W. Ferich, Kristen Lake Cardoso, Maryia Weekes, and Marc Edelson declare as follows:

1. We are Class Counsel in this action. We respectfully submit this joint counsel certification in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. Except with respect to our biographies or as otherwise noted, we each have personal knowledge of the facts set forth

below and could testify competently to them if called upon to do so.

2. We submit this joint declaration, as opposed to individual declarations, to decrease duplicate or similar filings before this Court.

3. I, Andrew W. Ferich, am a member in good standing of the bar of the State of Pennsylvania, State of New Jersey, and District of Columbia and duly licensed to practice before all courts of the State of New Jersey as well as other state and federal courts. I am a partner at the law firm of Ahdoot & Wolfson, PC (“AW”), and have litigated complex consumer and privacy action for 13 years. Attached as **Exhibit 1** is a copy of my firm resume.

4. I, Kristen Lake Cardoso, am a member in good standing of the state bars of Florida and California and admitted *pro hac vice* to practice in this Court. I am a partner at the law firm of Kopelowitz Ostrow P.A. (“KO”), and have been practicing law for 18 years. KO and I have significant experience litigating complex consumer and privacy class actions. Attached as **Exhibit 2** is a copy of KO’s firm resume.

5. I, Mariya Weekes, am a member in good standing of the bar of the State of Florida and duly licensed to practice before all courts of the State of Florida as well as other federal courts. I am a partner at the law firm of Milberg, PLLC (“Milberg”), and have litigated complex actions for 18 years. Attached as **Exhibit 3** is a copy of my firm resume.

6. I, Marc H. Edelson, am a member in good standing of the bars Pennsylvania and New York and admitted *pro hac vice* to practice in this Court. Attached as **Exhibit 4** is a copy of Edelson Lechtzin LLP’s firm resume.

7. AW, KO, Milberg, and EL are collectively referred to herein as Class Counsel. Unless otherwise defined, capitalized terms herein shall have the same meaning as ascribed to them in the Settlement Agreement.

8. Class Counsel maintained their time in contemporaneous, detailed time records billed in six-minute increments. The hours expended by each firm included in the present request are detailed in this certification and have been reviewed in detail by Class Counsel.

9. Class Counsel reviewed all the time submissions, audited them, and reduced hours that appeared duplicative, excessive, or unnecessary, and eliminated *de minimis* billers. As such, the number of billable hours recorded by Class Counsel is reasonable.

10. Following these detailed and extensive reviews, audits, and reductions of time, the result is a reduction of the total number of hours to 559.5. This reduction results in a total lodestar for all firms of \$486,789.70. This is a modest requested multiplier of 1.64 on the requested fee amount of \$798,651.60 (i.e., \$815,000 less expenses of \$16,348.40).

11. The attorneys' fees and expenses that Class Counsel are submitting for the Court's consideration include time devoted to:

- a. vetting numerous potential class representatives;
- b. self-organizing and pursuing this litigation in one case before this Court;
- c. extensively researching and filing initial complaints, and filing the operative amended complaint;
- d. undertaking substantial investigation of the Data Incident and the corporate structure of Defendant;
- e. exchanging the names of potential mediators with counsel for Defendant and agreeing upon a mediator;
- f. informally exchanging information prior to mediation and preparing and exchanging extensive mediation briefs;
- g. attending a private mediation;

- h. conducting robust confirmatory discovery;
- i. negotiating the details of the Settlement Agreement and drafting the settlement documents and preliminary approval papers in the weeks following the mediation;
- j. preparing for and participating in hearings in this Court;
- k. securing preliminary approval of the Settlement; and
- l. monitoring the administration of the Settlement and responding to inquiries from Settlement Class Members after notice was disseminated.

12. Below is a billing summary for Class Counsel, as well as information concerning attorneys and support staff, that worked on the case:

AHDOOT & WOLFSON – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
Andrew Ferich	Partner	\$950	85.4	\$81,130
Alyssa Brown	Senior Associate	\$850	27.3	\$23,205
Sarper Unal	Associate	\$675	19.4	\$13,095
Heidi Liivamagi	Senior Paralegal	\$480	50.7	\$24,336
Michelle Montecalvo	Senior Paralegal	\$480	11.1	\$5,328
TOTAL:			193.9	\$147,094

KOPELOWITZ OSTROW – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
Kenneth J. Grunfeld	Partner	\$1,025	35.6	\$36,490
Kristen Lake Cardoso	Partner	\$950	57	\$54,150
TOTAL:			92.6	\$90,640

MILBERG – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
Mariya Weekes	Partner	\$948.00	55	\$52,140.00
Vicki Maniatis	Senior Partner	\$1,057.00	1.7	\$1,796.90
Davis Leitz	Senior Partner	\$1,141.00	.2	\$228.20
Dean Meyers	Associate	\$437.00	2.6	\$1,136.20
Heather Sheflin	Paralegal	\$258.00	7.5	\$1,935.00
Sandra Passanisi	Paralegal	\$258.00	2.2	\$567.60
Kelly Brennan	Legal Assistant	\$239.00	3.2	\$764.80
Kendal McLaughlin	Paralegal	\$258.00	1.5	\$387.00
Ashley Tyrrell	Paralegal	\$258.00	2	\$516.00
Michelle Benvenuto	Paralegal	\$258.00	.6	\$154.80
TOTAL:			76.5	\$58,592.70

EDELSON LECHTZIN – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
Marc H. Edelson	Partner	\$1,155	37.7	\$43,543
Liberato P. Verderame	Senior Associate	\$925	158.8	\$146,920
TOTAL:			196.5	\$190,463

13. Class Counsel have devoted extensive time and resources to drafting the instant final approval and fee motion (with their attendant briefs and declarations), including research and analysis needed to prepare these papers.

14. Specifically, and in addition to the above tasks and the attendant resources already committed to them, Class Counsel will need to devote additional time and resources that are not already included in the lodestar, including:

- a. prepare for and attend the Final Approval Hearing, including the research and drafting motion and any reply papers and responses to objections;
- b. continue to respond to any inquiries from Settlement Class Members;

- c. oversee the Settlement through final approval of distribution of the Settlement Benefits;
- d. oversee the claims administration process, including addressing any claim review issues; and
- e. handle any appeals that may be filed.

15. Class Counsel's hourly rates are fully supported by their experience and reputation in handling complex litigation and are commensurate with prevailing market rates in New Jersey and the Third Circuit for attorneys of comparable experience and skill. Further, in light of their significant experience, expertise, and skill in this area of litigation, Class Counsel's hourly rates are reasonable and in line with what they have been awarded in other cases, including in California courts. *See, e.g., Bianucci v. Rite Aid Corp.*, No. CV 24-3356, 2025 WL 2166015, at *9, n.6 (E.D. Pa. July 30, 2025) (finding the billable rates of AW, "which range from \$1,300 to \$850 for partners, \$800 to \$520 for associates, and \$350 to \$150 for support staff, to be reasonable in this market."); *In re Philadelphia Inquirer Data Sec. Litig.*, No. CV 24-2106-KSM, 2025 WL 845118, at *15 (E.D. Pa. Mar. 18, 2025) ("The Court further finds that class counsel's [similar] hourly rates are reasonable."); *Slavens v. Meritor, Inc.*, No. 20-cv-13047, 2022 WL 22936938, at *1 (E.D. Mich. Apr. 14, 2022) (finding EL's lodestar fees as a cross-check for the requested common fund as reasonable); *Cunningham et al. v. DG3 North America Inc. et al.*, Case No. 2:24-cv-07385-WJM-LDW (D.N.J. October 2025) (finding KO and Milberg's fees reasonable).

16. Class Counsel also seek reimbursement for their out-of-pocket costs and expenses that were reasonably and necessarily incurred by Class Counsel in connection with the action.

17. The costs and expenses request is built into the \$815,000 fee and expense award request.

18. The costs and expenses that Class Counsel seek for reimbursement included: assessment fees; courier expenses; postage charges; facsimile and long-distance charges; photocopying; travel expenses; legal research charges; court fees; expert witness and consulting fees; investigation fees; mediation fees; transcript orders.

19. Class Counsel's total expense and costs reimbursement request is \$16,348.40.

Each Class Counsel firm's expenses and costs summary is provided below:

Ahdoot & Wolfson, PC	
Category	Amount
Postage Charges	\$ 175.27
Outside Photocopying	\$ 337.91
Meals	\$ 47.21
Mediation	\$ 2,500.00
Lexis/Westlaw/Research	\$ 28.75
Court Fees	\$ 284.72
Witness/Expert Fees	\$ 750.00
Total	\$ 4,123.86

Milberg	
Category	Amount
Process Server	\$ 158.25
Mediation	\$ 2,500.00
Court Fees	\$ 1,077.00
Witness/Expert Fees	\$ 750.00
Total	\$ 4,519.85

KO	
Category	Amount
Postage Charges	\$ 32.24
Lawyers Registration Fund (MHE)	\$ 267.00
Mediation	\$ 2,500.00
Court Fees	\$ 367.71
Witness/Expert Fees	\$ 750.00
Total	\$ 3,916.95

EDELSON LECHTZIN	
Category	Amount
Postage Charges	\$ 27.23
Lawyers Registration Fund (MHE)	\$ 275.01
Mediation	\$ 2,500.00
Court Fees	\$ 235.50
Witness/Expert Fees	\$ 750.00
Total	\$ 3,787.74

20. Class Counsel advanced these costs and expenses for the benefit of the classes they sought to represent without any guarantee that these costs and expenses would be recovered.

21. **Ahdoot & Wolfson, PC:** Andrew W. Ferich individually attests as to matters set forth in this Paragraph: I and the other lawyers at AW have led and continue to lead many high-profile privacy cases, including those involving data privacy, data breaches, geo-location tracking, collection and storing of biometric information, and TCPA violations, as well as many other types of consumer class actions. AW has decades of experience in the prosecution of class actions, including data breach and privacy lawsuits such as this action. Given AW's proven track record of experience and results, and its specific expertise in data privacy class action litigation, it can more than adequately represent the proposed Settlement Class. Attached as **Exhibit 1** is a copy of my firm resume, which details my experience and accomplishments in consumer and privacy class action litigation. My work in this action to date, as well as my and my experience prosecuting complex litigation matters, demonstrates that I am well-qualified to serve as Class Counsel in this matter.

22. **Kopelowitz Ostrow P.A.:** Kristen Lake Cardoso individually attests as to matters set forth in this Paragraph: I am a partner at KO with 18 years of legal experience. Founded in 1997, KO is a nationally recognized South Florida-based class action firm handling complex litigation in state and federal courts across the country. I serve as Co-Chair of the firm's

Cybersecurity Department and focus on large-scale class actions involving data breaches, consumer protection violations, false advertising, defective products, and breach of contract claims. I have extensive experience in trial and appellate courts across a broad range of commercial and consumer matters. KO regularly serves in leadership roles in major class actions and mass torts, including data breach, antitrust, product liability, and consumer finance cases. KO has resolved more than 150 class actions, recovering billions of dollars for class members and achieving meaningful industry-wide practice changes. I personally have been appointed lead or co-lead counsel in numerous data breach cases throughout the country. I submit that my firm and I am well qualified to serve as Class Counsel in this matter. Attached as **Exhibit 2** is a copy of my firm resume.

23. **Milberg PLLC:** Mariya Weekes individually attests as to matters set forth in this Paragraph:

a. I am a former Florida State Circuit Court Judge, elected to the bench by my constituents. As a Florida Circuit Court Judge, I presided over thousands of complex cases, hundreds of trials, and motions. In my capacity as a Circuit Court Judge, I served on the Circuit's appellate panels reviewing appeals from the lower trial Courts and administrative agencies.

b. Before ascending to the bench, I practiced as a trial lawyer representing individuals and corporations in complex cases throughout the State of Florida. As a practicing attorney, I personally tried dozens of jury trials to verdict and participated in many significant cases

c. Both as a civil trial lawyer and former prosecutor, I handled complex cases from their inception through appeal. Since leaving the bench, I now represent individuals and other entities in class action litigation in both state and federal courts.

d. After stepping down from the bench, I joined Milberg's Cybersecurity and Data Privacy Group, which has extensive experience serving as leadership in numerous privacy class actions.

e. Milberg has served as Lead Counsel, Co-Counsel, or Class Counsel on hundreds of complicated and complex class actions. Since Milberg's founding in 1965, it has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance, and recovered over \$50 billion in verdicts and settlements.¹ Milberg has been instrumental in obtaining precedent setting decisions at every level, including at the U.S. Supreme Court.² The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing. Milberg has more than 100 attorneys and has offices across the U.S. and the European Union. Milberg's firm resume is attached hereto as **Exhibit 3**.

f. Since joining Milberg, I personally have been appointed lead or co-lead counsel in some of the largest data breach cases in the country. I submit that I am well qualified to serve as Class Counsel in this matter.

24. **Edelson Lechtzin LLP:** I, Marc H. Edelson, individually attests as to matters set forth in this Paragraph:

- a. I am a Managing Partner of Edelson Lechtzin LLP and Interim Co-Lead Class Counsel for Plaintiffs in the above-captioned class action lawsuit.
- b. Since 1987, my practice has focused on class action litigation, including prosecuting securities fraud class actions against both public and private companies, antitrust matters, and consumer protection cases with a particular

focus on cases involving data breaches. Currently, I serve as lead and class counsel in numerous class actions in federal courts across the country.

- c. My law firm, Edelson Lechtzin, specializes in class action litigation in federal and state courts throughout the United States, with expertise in data privacy. The qualifications and experience of Edelson Lechtzin attorneys are detailed in the firm resume attached hereto as **Exhibit 4**.
- d. I, along with the attorneys at Edelson Lechtzin, have extensive knowledge of the procedural and substantive law at issue in this case. In particular, the firm's lawyers are familiar with the intricacies of class action procedure and data breach litigation practice.

* * *

We declare, under penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct.

Executed this 16th day of January, 2026 in Radnor, Pennsylvania.

/s/ Andrew W. Ferich
Andrew W. Ferich

Executed this 16th day of January, 2026 in Fort Lauderdale, Florida.

/s/ Kristen Lake Cardoso
Kristen Lake Cardoso

Executed this 16th day of January, 2026 in Miami, Florida.

/s/ Maryia Weekes
Mariya Weekes

Executed this 16th day of January, 2026 in Newtown, Pennsylvania.

/s/ Marc H. Edelson _____
Marc H. Edelson

Exhibit 1



Ahdoot & Wolfson, PC (“AW”) is a nationally recognized law firm founded in 1998 that specializes in complex and class action litigation, with a focus on privacy rights, unfair and anti-competitive business practices, consumer fraud, employee rights, defective products, civil rights, and taxpayer rights and unfair practices by municipalities. The attorneys at AW are experienced litigators who often have been and are appointed by state and federal courts as lead class counsel, including in multidistrict litigation. In over two decades of its successful existence, AW has successfully vindicated the rights of millions of class members in protracted, complex litigation, conferring billions of dollars to the victims, and affecting real change in corporate behavior.

Profile of Partner Andrew W. Ferich



Mr. Ferich is a leading national data privacy practitioner known for his collaborative approach with co-counsel, and his zealous advocacy for the clients and classes he represents. He has extensive experience serving in leadership roles in complex class actions, including some of the highest profile data privacy and consumer class action cases.

Examples of Mr. Ferich’s leadership abound. He is routinely appointed as interim co-lead class counsel in major data breach class action litigation, including many of the highest profile data breach class actions. Mr. Ferich is one of the most frequently appointed attorneys called upon by courts to lead data breach class action litigation across the nation.

For example, in *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961 (E.D. Pa.) (Rufe, J.), Mr. Ferich is co-lead class counsel in a massive data breach class action lawsuit involving over 10 million class members. The case involves a medical information hub-and-spoke-like data breach involving Cencora (f/k/a AmerisourceBergen) and numerous of its pharmaceutical company customers. Judge Rufe recently granted preliminarily approval of a \$40 million common fund data breach settlement, that also provides for injunctive relief. This is one of the largest (if not the largest) data breach class action settlements to proceed through the Eastern District of Pennsylvania.

In *Bianucci v. Rite Aid Corp.*, No. 2:24-cv-03356-HB (E.D. Pa.), Judge Bartle recently approved a \$6.8 million common fund class action settlement on behalf of 2.2 million consumers. After Mr. Ferich and rescued this settlement from bankruptcy proceedings, in granting final settlement approval, Judge Bartle commented that class counsel were “notably efficient in resolving the[] claims before bankruptcy,” and that the way in which Mr. Ferich “dealt with Rite Aid’s intervening bankruptcy” was “admirable,” observing that the team “could not have secured a better outcome for the class.”

See also *Reichbart v. Financial Business and Consumer Solutions, Inc.*, No. 2:24-cv-01876, ECF No. 23 (E.D. Pa. July 17, 2024) (Quiñones Alejandro, J.) (Mr. Ferich is one of four court-appointed interim co-lead class counsel in a data breach class action lawsuit involving a debt collection company and its customers, in which over 4 million class members are impacted); *Volio v. Sugarhouse HSP Gaming, L.P. d/b/a Rivers Casino Philadelphia, et al.*, No. 2:25-cv-00039-JDW (E.D. Pa.) (Wolson, J.) (Mr. Ferich is one of four court-appointed interim co-lead class counsel in a casino data breach involving Social Security numbers and direct deposit information of many individuals); *Keene v. Tekni-Plex, Inc.*, No. 2:25-cv-05584-CFK (E.D. Pa.) (Kenney, J.) (Mr. Ferich is appointed interim co-lead class counsel in this data breach litigation); *Brousseau v. Arctic Glacier U.S.A., Inc.*, No. 2:25-cv-04440-GAM (E.D. Pa.) (McHugh, J.) (Mr. Ferich was appointed as interim co-lead counsel in this data breach litigation involving alleged disclosure of sensitive personal information); *Hall v. Healthcare Services Group Inc.*, No. 2:25-cv-04908-JDW (E.D. Pa. Nov. 25, 2025) (Wolson, J.) (appointing Mr. Ferich as one of three co-lead counsel finding that he can “best represent the putative class”).

Mr. Ferich recently was appointed to the Plaintiffs’ Steering Committee in the Snowflake MDL, a massive hub-and-spoke data breach litigation. See *In re: Snowflake, Inc. Data Security Breach Litigation*, 2:24-md-03126-BMM (D. Mont.), ECF Nos. 253, 255 (appointing Mr. Ferich to the Plaintiffs’ Steering Committee and to serve on the law and briefing team and manage the Snowflake defendant track).

Mr. Ferich was at the forefront of the highly publicized Accellion hub-and-spoke data breach litigation. In two of the Accellion cases, final settlement approval was granted and Mr. Ferich was appointed as co-lead class counsel. See *Harbour, et al. v. California Health & Wellness Plan, et al.*, No. 5:21-cv-03322 (N.D. Cal.) (Hon. Edward J. Davila) (approved \$10 million nationwide class action settlement, that also provided robust injunctive relief); *Cochran, et al. v. The Kroger Co., et al.*, No. 5:21-cv-01887-EJD (N.D. Cal.), ECF No. 115 (approved \$5 million nationwide class action settlement, that also provided robust injunctive relief).

Mr. Ferich routinely is appointed in other major, non-privacy class action litigations. A comprehensive list of Mr. Ferich’s case appointments and leadership, results, and other active litigation can be found at the end of this biography.

For example, in *Udeen v. Subaru of Am., Inc.*, No. 18-17334 (RBK) (JS)(D.N.J.), Mr. Ferich was co-lead counsel in an automotive defect class action that resulted in a settlement valued at \$6.25 million. Judge Kugler observed that Mr. Ferich and his co-counsel “are very skilled and very efficient lawyers . . . They’ve done a nice job.” In *Steinhardt et al. v. Volkswagen Group of America, Inc. et al.*, No. 3:23-cv-02291-RK-RLS (D.N.J.), Mr. Ferich was appointed co-lead settlement class counsel in lawsuit that alleged a defective belt start generator in certain Audi automobiles and involved hundreds of thousands of class members. That settlement, valued at over \$30 million, received final settlement approval, and Judge Kirsch observed that Mr. Ferich and his team “are highly experienced and dedicated attorneys who secured what I view to be an excellent outcome for the class.” *Id.*, ECF No. 76; *see also Smith, et al. v. VCA Inc., et al.*, No. 2:21-cv-09140-GW-AGR (C.D. Cal.) (Mr. Ferich is class counsel in approved ERISA class action settlement relating to case alleging excessive 401(k) plan recordkeeping and administrative fees, and other fiduciary breaches).

Mr. Ferich is admitted to the bars of Pennsylvania, New Jersey, and the District of Columbia. He graduated from Georgetown University and received his law degree from the Villanova University Charles Widger School of Law. Mr. Ferich has significant experience in consumer protection, ERISA/retirement plan, and whistleblower/*qui tam* litigation. Before joining the plaintiffs’ bar, Mr. Ferich was an attorney at an AmLaw 200 national litigation firm in Philadelphia where he focused his practice on commercial litigation and financial services litigation. Mr. Ferich possesses major jury trial experience and has assisted in litigating cases through all stages that have collectively resulted in hundreds of millions of dollars in settlement value in damages and injunctive relief for various classes and groups of people.

AW’s Results and Current Noteworthy Leadership Roles in Privacy Cases

AW has achieved excellent results as lead counsel in numerous complex class actions throughout its more than two decade existence.

As co-lead counsel in the *Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155 (N.D. Cal.) (Hon. Laurel Beeler), a nationwide class action alleging privacy violations from the collection of personal information through third-party software development kits and failure to provide end to end encryption, AW achieved an \$85 million nationwide class settlement that also included robust injunctive relief overhauling Zoom’s data collection and security practices.

As co-lead counsel in the *Experian Data Breach Litigation*, No. 8:15-cv-01592-AG-DFM (C.D. Cal.) (Hon. Andrew J. Guilford), which affected nearly 15 million class members, AW achieved a settlement conservatively valued at over \$150 million. Each class member was entitled to two years of additional premium credit monitoring and ID theft insurance (to begin whenever their current credit monitoring product, if any, expires) plus monetary relief (in the form of either documented losses or a default payment for non-documented claims). Experian also provided robust injunctive relief. Judge Guilford praised counsel’s efforts and efficiency in achieving the settlement, commenting “You folks have truly done a great job, both sides. I commend you.”

In *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill Cir. Ct.) (Hon. Anna M. Loftus), a class action arising from Google's alleged illegal collection, storage, and use of the biometrics of individuals who appear in photographs uploaded to Google Photos in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, AW achieved a settlement that establishes a \$100 million non-reversionary cash settlement fund and provides meaningful prospective relief for the benefit of class members.

As an invaluable member of a five-firm PSC in the *Premera Blue Cross Customer Data Sec. Breach Litigation*, No. 3:15-cv-02633-SI (D. Or.) (Hon. Michael H. Simon), arising from a data breach disclosing the sensitive personal and medical information of 11 million Premera Blue Cross members, AW was instrumental in litigating the case through class certification and achieving a nationwide class settlement valued at \$74 million.

Similarly, in the *U.S. Office of Personnel Management Data Security Breach Litigation*, No. 1:15-mc-1394-ABJ (D.D.C.) (Hon. Amy Berman Jackson), AW, as a member of the PSC, briefed and argued, in part, the granted motions to dismiss based on standing, briefed in part the successful appeal to the D.C. Circuit, and had an important role in a preliminarily approved settlement providing for a \$63 million settlement fund.

In *The Home Depot, Inc., Customer Data Sec. Breach Litigation*, No. 1:14-md-02583-TWT (N.D. Ga.) (Hon. Thomas W. Thrash Jr.), AW served on the consumer PSC and was instrumental in achieving a \$29 million settlement fund and robust injunctive relief for the consumer class.

AW also currently serves on the PSC in *Am. Med. Collection Agency, Inc., Customer Data Sec. Breach Litigation*, No. 2:19-md-2904-MCA-MAH (D.N.J.) (Hon. Madeline Cox Arleo), a class action arising out of a medical data breach that disclosed the personal and financial information of over 20 million patients, as well as many other data breach class actions.

* * *

AW has all the resources at its disposal necessary to effectively and efficiently litigate large scale class action litigation. The firm never has used litigation funding for any of its cases. AW employs 14 attorneys and numerous paralegals and support staff, and is willing and able to deploy its resources as needed in each of the cases it is leading. More information about AW and its lawyers is available at the firm's website, <https://www.ahdootwolfson.com>.

ANDREW W. FERICH – AHDOOT & WOLFSON, P.C.

Case Results, Appointments and Leadership, and Active Litigation

AUTOMOTIVE DEFECTS LITIGATION

Results

Duffy, et al. v. Mazda Motor of America, Inc., No. 3:24-cv-388-BB (W.D. Ky.) (Beaton, J.): preliminarily approved settlement valued at over **\$34 million**, in a class action lawsuit involving 1.7 million class members. The lawsuit alleges an infotainment system defect in certain Mazda automobiles. The proposed settlement provides a 24-month warranty extension and a reimbursement program through which class members can recoup certain out of pocket expenses. Mr. Ferich is one of two court-appointed co-lead counsel.

Steinhardt et al. v. Volkswagen Group of America, Inc. et al., No. 3:23-cv-02291-RK-RLS (D.N.J.) (Kirsch, J.): approved settlement valued at over **\$30 million**, in a class action lawsuit alleging a defective belt start generator in certain Audi automobiles that involved hundreds of thousands of class members. Mr. Ferich was appointed settlement co-lead class counsel. In granting final settlement approval, the Court stated that Mr. Ferich and his team “are highly experienced and dedicated attorneys who secured what I view to be an excellent outcome for the class.”

In re MyFord Touch Consumer Litig., No. 13-cv-03072-EMC (N.D. Cal.) (Chen, J.): **\$17 million** approved settlement in this consumer class action concerning allegedly defective MyFord Touch infotainment systems, which settled shortly before trial. Mr. Ferich was an instrumental part of the litigation team, including substantial contributions to trial preparation.

Udeen v. Subaru of Am., Inc., No. 18-17334 (RBK) (JS) (D.N.J.) (Kugler, J.): Mr. Ferich was co-lead counsel in this class action involving a defect in the Starlink infotainment system in certain Subaru automobiles that resulted in an approved settlement valued at **\$6.25 million**. The Court observed that Mr. Ferich and his co-counsel “are very skilled and very efficient lawyers They’ve done a nice job.”

Cilluffo, et al. v. Subaru of America, Inc., et al., No. 1:23-cv-01897-KMW-AMD (D.N.J.) (Williams, J.): Mr. Ferich was appointed interim co-lead counsel in a second case against Subaru alleging defective Starlink infotainment systems in certain Subaru vehicles.

Active Litigation and Leadership

McNeely, et al. v. FCA US, LLC, No. 5:24-cv-11596-JEL-DRG (E.D. Mich.) (Levy, J.): Mr. Ferich identified and developed this case, and is leading this litigation on behalf of his firm. In this case, Plaintiffs allege that certain Fiat Chrysler vehicles across various model years suffer from a host of issues that cause the vehicles’ Uconnect infotainment system to work intermittently or fail.

Le Beau, et al. v. Kia America, Inc., No. 8:22-cv-01545-FWS-JDE (C.D. Cal.) (Slaughter, J.): Mr. Ferich identified and developed this case, and is leading this litigation on behalf of his firm. In this case, Plaintiffs allege that certain Kia Optima and Sportage model year vehicles suffer from defective power window regulators that cause the power windows to fail over time.

Daley, et al. v. Toyota Motor North America, Inc., No. 2:24-cv-01318-mkl (D. Vt.) (Lanthier, J.): Mr. Ferich is leading this litigation on behalf of his firm with his co-counsel. In this case, Plaintiffs allege that certain model year Toyota Tundra and Tundra hybrid vehicles are plagued with a defect that causes lurching or delayed acceleration upon pressing the accelerator, also known as “throttle lag.”

PRODUCTS LIABILITY AND DEFECTIVE PRODUCTS LITIGATION

Results

In re: MacBook Keyboard Litig., No: 5:18-cv-02813-EJD (N.D. Cal.) (Davila, J.): **\$50 million** approved settlement that alleged certain Apple MacBook laptop models contained a known defect plaguing the functionality of Apple’s notorious butterfly keyboard. Mr. Ferich identified and developed this proprietary, high profile, and highly covered case. He also developed the relevant legal theories, and was instrumental in litigating this action. In granting final settlement approval, the Court noted that plaintiffs’ counsel “achieved excellent results for the class.”)

In re Nexus 6P Prods. Liab. Litig., No. 5:17-cv-02185-BLF (N.D. Cal.) (Freeman, J.): **\$9.75 million** approved settlement in an action alleging that Google smartphones contained a defect that caused “bootlooping” and sudden battery drain. Mr. Ferich principally was involved in litigating this case to settlement.

Weeks, et al. v. Google LLC, No. 5:18-cv-00801-NC (N.D. Cal.) (Cousins, J.): **\$7.25 million** approved settlement in a consumer class action alleging that Google sold first-generation Pixel smartphones with a known microphone defect. Mr. Ferich principally was involved in litigating this case to settlement.

Active Litigation and Leadership

In re Apple Data Privacy Litig., No. 5:22-cv-07069-EJD (N.D. Cal.) (Davila, J.): Mr. Ferich developed and principally litigates this case for his law firm. The litigation alleges that certain Apple mobile devices continue to record and track user activity even after consumers change their device settings to prevent data sharing.

McFadden v. Microsoft Corp., No. C20-0640-RSM-MAT (W.D. Wash.) (Martinez, J.): Mr. Ferich was appointed as interim co-lead class counsel in a consumer products class action alleging that certain Microsoft Xbox controllers are plagued with a defect causing controller “drift.”

ERISA / RETIREMENT PLAN LITIGATION

Results

Davis, et al. v. Washington University in St. Louis, et al., No. 4:17-cv-01641-RLW (E.D. Mo.) (White, J.): **\$7.5 million** approved common fund settlement in an ERISA class action lawsuit alleging excessive fees and other fiduciary breaches relating to one of the largest university 403(b) retirement plans, with nearly \$6 billion in assets. Mr. Ferich identified, developed, and principally litigated this case, including drafting the briefing that revived the litigation on appeal to the United States Court of Appeals for the Eighth Circuit.

Smith, et al. v. VCA Inc., et al., No. 2:21-cv-09140-GW-AGR (C.D. Cal.) (Wu, J.): **\$1.5 million** approved common fund class action settlement in a lawsuit alleging violations of ERISA relating to excessive 401(k) plan recordkeeping and administrative fees, and other fiduciary breaches. Mr. Ferich was appointed co-lead class counsel.

Tsui, et al. v. Universal Services of America, LP, et al., No. 8:22-cv-01158-JWH-JDE (C.D. Cal.) (Holcombe, J.): **\$1.4 million** common fund class action settlement that has received preliminary approval in a lawsuit alleging violations of ERISA relating to excessive 401(k) plan recordkeeping and administrative fees, and other fiduciary breaches. Mr. Ferich is appointed co-lead class counsel. In granting preliminary settlement approval, the Court noted that Mr. Ferich is “highly qualified and experienced . . . in class action litigation, including ERISA litigation.”

Active Litigation and Leadership

Reven, et al. v. The Cigna Group 401(k) Plan Retirement Plan Committee, et al., No. 2:25-cv-02465-JMY (E.D. Pa.) (Younge, J.): Mr. Ferich is appointed to the leadership team in this 401(k) retirement plan litigation alleging that the plan fiduciaries breached duties to plan participants by improperly using forfeiture dollars within the plan.

PRIVACY AND DATA BREACH LITIGATION

Results

Anaya, et al. v. Cencora, Inc., et al., No. 24-2961 (E.D. Pa.) (Rufe, J.): preliminarily approved **\$40 million** common fund data breach settlement, that also provides for injunctive relief. Mr. Ferich is one of four court-appointed interim co-lead class counsel in this medical information hub-and-spoke-like data breach involving Cencora f/k/a AmerisourceBergen and numerous of its pharmaceutical company customers.

In re Wawa, Inc. Data Breach Litigation, No. 2:19-cv-06019 (E.D. Pa.) (Pratter, J.): data breach settlement including cash and gift cards and data security enhancements valued at no less than **\$35 million** on behalf of consumers whose sensitive payment card information was exposed to criminals

as part of a highly publicized data breach. Mr. Ferich identified and was instrumental in developing and litigating this lawsuit prior to settlement.

In re loanDepot Data Breach Litigation, Case No.: 8:24-cv-00136-DOC-JDEx (C.D. Cal.) (Carter, J.): **\$25 million** approved common fund class action settlement on behalf of over 16.9 million class members in a data breach lawsuit against a large retail mortgage lender that involves highly sensitive personally identifying information. Mr. Ferich identified, developed, and principally litigated this case from inception through settlement.

Heath, et al. v. Keenan & Associates, et al., Case No. 24STCV03018 (Cal. Super. Ct. Los Angeles Cty.): **\$14 million** approved common fund class action settlement. Mr. Ferich is appointed co-lead class counsel.

Harbour, et al. v. California Health & Wellness Plan, et al., No. 5:21-cv-03322 (N.D. Cal.) (Davila, J.): **\$10 million** approved common fund class action settlement on behalf of 1.5 million victims in a medical information data breach case that is part of the Accellion hub-and-spoke data breach litigation. Mr. Ferich was appointed as co-lead counsel.

Bianucci v. Rite Aid Corp., No. 2:24-cv-03356 (E.D. Pa.) (Bartle III, J.): finally approved **\$6.8 million** approved common fund class action settlement on behalf of 2.2 million consumers who had, among other data, their driver's license information compromised. Mr. Ferich is appointed co-lead class counsel. Mr. Ferich spearheaded efforts on behalf of the class in this litigation, including severing the settlement from Rite Aid's bankruptcy proceedings. After rescuing the settlement from bankruptcy, Mr. Ferich argued the final fairness hearing, during which Judge Bartle commented, "I just want to thank counsel for the good job they did in bringing this thing to a resolution. It could have been a very complicated and time-consuming matter and very expensive." In the opinion and order granting final settlement approval, Judge Bartle commented that Mr. Ferich and his team are "highly experienced in data privacy and class action litigation and [were] chosen due to their expertise." The Court also commended Mr. Ferich for being "notably efficient in resolving the[] claims before bankruptcy," noting that the way in which counsel "dealt with Rite Aid's intervening bankruptcy" was "admirable," and concluded that Mr. Ferich's team "could not have secured a better outcome for the class."

Cochran, et al. v. The Kroger Co., et al., No. 5:21-cv-01887-EJD (N.D. Cal.) (Davila, J.): **\$5 million** approved common fund class action settlement on behalf of 3.82 million victims in a medical information data breach case that is part of the Accellion hub-and-spoke data breach litigation. Mr. Ferich was appointed as co-lead counsel.

In re: Geisinger Health Data Security Incident Litig., No. 4:24-cv-01071-MWB (M.D. Pa.) (Brann, J.): Mr. Ferich is appointed to the PSC in this health information data breach litigation. Preliminary approval of a **\$5 million** common fund class action settlement was granted.

Smeltz, et al. v. Logan Health, et al., No. A-DV-22-0124 (Mont. 8th Jud. Dist. Ct., Cascade Cty.): **\$4.3 million** approved common fund class action settlement on behalf of hundreds of thousands of

Montanans whose sensitive medical information was reportedly exposed to cybercriminals. Mr. Ferich was appointed as co-lead class counsel. On appeal to the Montana Supreme Court, Mr. Ferich wrote the appellate briefing and overcame an objection that resulted in published opinion affirming the final approval order and shaped class action jurisprudence in the State of Montana.

Rivera, et al. v. Essen Medical Associates, P.C. d/b/a Essen Health Care, Index No. 801239/2024E N.Y. Supreme Court Bronx Cty.): Mr. Ferich is leading this class action litigation with co-counsel on behalf of nearly 908,000 victims in a medical data breach case. Preliminary approval of a **\$4 million** common fund settlement is pending.

Nelson, et al. v. Connexin Software Inc. d/b/a Office Practicum, No. 2:22-cv-04676-JDW (E.D. Pa.) (Wolson, J.): **\$4 million** approved common fund class action settlement on behalf of millions of victims in a pediatric medical information data breach case. Mr. Ferich was appointed to the Plaintiffs' Steering Committee.

Leitermann, et al. v. Forefront Dermatology SC, et al., No. 1:21-cv-00887-LA (E.D. Wis.) (Adelman, J.): **\$3.75 million** approved common fund class action settlement on behalf of millions of victims in a medical data breach case. Mr. Ferich was appointed as co-lead class counsel.

Jordan, et al. v. Absolute Dental Group, LLC, et al., No. 2:25-cv-00986-JAD (D. Nev.) (Dorsey, J.): **\$3.3 million** common fund class action settlement pending preliminary approval in a healthcare data breach impacting over 1.2 million people. Mr. Ferich is appointed as one of interim co-lead counsel.

Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, No. 2:24-cv-01148 (E.D. Pa.) (Baylson, J.): **\$3.15 million** approved common fund class action settlement on behalf of approximately 334,000 class members in a medical data breach case. Mr. Ferich is appointed as co-lead class counsel.

In re: Eskenazi Health Data Incident Litig., No. 49D01-2111-PL-038870 (Ind. Comm. Ct. Jan. 24, 2022): **\$2.5 million** approved common fund class action settlement on behalf of approximately 160,000 victims in a medical data breach case. Mr. Ferich was appointed to the plaintiffs' steering committee.

Russo, et al. v. OP Pharmacy, LLC, No. 3:24-cv-00649-RGJ (W.D. Ky.) (Jennings, J.): **\$2.115 million** common fund class action settlement in a hospice pharmacy data breach case, pending preliminary approval. Mr. Ferich is appointed co-lead class counsel.

Lukens v. Utah Imaging Assocs., No. 210906618 (Dist. Ct. Salt Lake Cty., Utah): **\$2.1 million** approved common fund class action settlement on behalf of nearly 584,000 victims in a medical data breach case. Mr. Ferich was appointed as one of two co-lead class counsel.

Briscoe v. First Financial Credit Union, No. D-202-CV-2022-02974 (New Mexico 2d Judicial Dist. Ct. Bernalillo Cty.): **\$1.6 million** approved common fund class action settlement on behalf of

approximately 230,000 victims in a credit union data breach case. Mr. Ferich was appointed as co-lead counsel.

Pessia, et al. v. Warren General Hospital, Case No. 501 (Pa. Com. Pl. Warren Cty.): **\$1.3 million** approved common fund class action settlement on behalf of hundreds of thousands of victims in a medical data breach case. Mr. Ferich was appointed as one of two co-lead class counsel.

Kesner, et al. v. UMass Mem'l Health Care, Inc., No. 2185 CV 01210 (Mass. Super. Ct.): **\$1.2 million** approved common fund class action settlement on behalf of hundreds of thousands of class members in a medical data breach case. Mr. Ferich was appointed co-lead class counsel.

Finn, et al. v. Empress Ambulance Service, LLC., Index No. 61058/2023 (N.Y. Supreme Court Westchester Cty.): **\$1.05 million** approved common fund class action settlement on behalf of approximately 308,000 million victims in a medical data breach case. Mr. Ferich was appointed co-lead class counsel and overcame an objection to the settlement.

Breneman, et al. v. Keystone Rural Health Center d/b/a Keystone Health, No. 2023-618 (Pa. Com. Pl. Franklin Cty.): **\$900,000** approved common fund class action settlement on behalf of hundreds of thousands of victims who sensitive medical and other person information was disclosed in a data breach. Mr. Ferich was appointed as class counsel. He previously had been appointed as interim co-lead counsel in the federal court companion case, *In re Keystone Data Breach Litig.*, No. 1:22-cv-01643-CCC (M.D. Pa.).

Warren v. Pomona Valley Hospital Medical Center, Case No. 23STCV05324 (Cal. Super. Ct. Los Angeles Cty.): preliminary settlement approval granted in a data tracking class action lawsuit in which plaintiff alleges that hospital defendant implemented and used the Meta Pixel tracking code on its website, which resulted in class members' website activity and communications being shared with Facebook.

Perdue v. Hy-Vee, Inc., No. 1:19-cv-01330 (C.D. Ill.): Mr. Ferich was appointed co-lead class counsel in payment card data breach litigation, where the settlement received final approval and included corporate commitments with a value of at least \$20 million in data security improvements.

Easter, et al. v. Sound Generations, No. 21-2-16953-4 SEA (Wash. Super. Ct. King Cty.): Mr. Ferich was appointed class counsel in a medical information data breach class action impacting 600,000 people, where final settlement approval was granted.

McCullough v. True Health New Mexico, Inc., No. D-202-CV-2021-06816 (New Mexico 2d Judicial Dist. Ct. Bernalillo Cty.): Mr. Ferich was appointed class counsel in a medical information data breach class action impacting 63,000 people, where final settlement approval was granted.

Bray, et al. v. GameStop Corp., No. 1:17-cv-01365 (D. Del.) (Jones III, J.): Mr. Ferich was principally responsible for this payment card data breach litigation that involved 1.3 million credit and debit card holder class members. Mr. Ferich's efforts led to a nationwide class action settlement. In

approving the settlement in this matter, the District Judge commented that the settlement was “so comprehensive that there’s really nothing else that I need developed further”

Gordon, et al. v. Chipotle, Case No. 17-cv-01415-CMA-SKC (D. Colo.) (Arguello, J.): Mr. Ferich identified, developed, and principally litigated this payment card data breach lawsuit alleging millions of debit and credit cardholders who shopped at Chipotle stores were impacted by a payment card breach. In approving the settlement, the Court observed that plaintiffs’ counsel have “extensive experience in class action litigation”

In re The Salvation Army Data Breach Litigation, No. 1:25-cv-01013 (E.D. Va.) (Nachmanoff, J.): Mr. Ferich was appointed co-lead counsel in this data breach litigation allegedly involving sensitive personal information.

Brousseau v. Arctic Glacier U.S.A., Inc., No. 2:25-cv-04440-GAM (E.D. Pa.) (McHugh, J.): Mr. Ferich was appointed one of three interim co-lead counsel in this data breach litigation involving alleged disclosure of sensitive personal information.

Lepore, et al. v. Affiliated Dermatologists, No. MRS-L-1091-21 (N.J. Super. Ct.): Mr. Ferich is appointed as one of lead counsel in this health information data breach litigation. Preliminary settlement approval is pending.

Active Litigation and Leadership

In re: Snowflake, Inc. Data Security Breach Litigation, 2:24-md-03126-BMM, ECF Nos. 253, 255 (D. Mont.) (Morris, J.): Mr. Ferich is appointed to the Plaintiffs’ Steering Committee and to serve on the law and briefing team and co-manage the Snowflake component of this sprawling hub-and-spoke data breach multi-district litigation.

Reichbart v. Financial Business and Consumer Solutions, Inc., No. 2:24-cv-01876 (E.D. Pa.) (Quiñones Alejandro, J.): Mr. Ferich is one of four court-appointed interim co-lead class counsel in a data breach class action lawsuit involving a debt collection company and its customers, in which over four million class members are impacted.

Volio v. Sugarhouse HSP Gaming, L.P. d/b/a Rivers Casino Philadelphia, et al., No. 2:25-cv-00039-JDW (E.D. Pa.) (Wolson, J.): Mr. Ferich is one of four court-appointed interim co-lead class counsel in a casino data breach involving Social Security numbers and direct deposit information.

In re HealthEquity, Inc. Data Security Incident Litig., No. 2:24-cv-00528-JNP-CMR (D. Utah) (Parrish, J.): Mr. Ferich is appointed as one of lead counsel on the Plaintiffs’ Executive Committee in this health information data breach litigation.

In re GEICO Customer Data Breach Litig., No. 1:21-cv-02210-NCM-SJB (E.D.N.Y.) (Merle, J.): Mr. Ferich identified, developed, and principally litigates this case alleging that GEICO disclosed sensitive information, including information from motor vehicle records, as part of a data security

incident, in violation of the law, including the federal Drivers Privacy Protection Act (DPPA), 28 U.S.C. §§ 2721, *et seq.*

In re MAPFRE Data Disclosure Litig., No. 1:23-cv-12059-IT (D. Mass.) (Talwani, J.): Mr. Ferich developed and assists in litigating this case alleging that MAPFRE disclosed sensitive information, including information from motor vehicle records, as part of a data security incident, in violation of the law, including the federal Drivers Privacy Protection Act (DPPA), 28 U.S.C. §§ 2721, *et seq.*

Kranz-Mitchell, et al. v. Excelsior Orthopaedics, LP, et al., Index # 812753/2024 (Erie Cty. New York Supreme Court): Mr. Ferich is appointed as one of lead counsel in this health information data breach litigation implicating over 350,000 breach victims.

Dimoff, et al. v. Allegheny Health Network, et al., No. 2:25-cv-00125-NR (W.D. Pa.) (Ranjan, J.): Mr. Ferich is appointed as one of lead counsel in this health network data breach litigation impacting nearly 300,000 people.

Hudson, et al. v. Pennsylvania State Education Association, No. 2025-cv-02411 (Pa. Com. Pl. Dauphin Cty.): Mr. Ferich is appointed to the Plaintiffs' Steering Committee in this teachers association data breach case that impacts approximately 500,000 victims.

Cousin, et al v. Sharp Healthcare, 3:22-cv-02040-MMA-DDL (S.D. Cal.): data tracking class action in which Plaintiffs allege that healthcare system defendant implemented and used the Meta Pixel tracking code on its website, which resulted in class members' website activity and communications being shared with Facebook. Plaintiffs allege that defendant embeds the Meta Pixel tool into the pages of defendant's website, allowing defendant to monitor how patients and visitors interact with its website and that the pixel tracks users as they navigate through defendant's website and logs which pages are visited, which buttons are clicked, information entered into tools, search queries, and other information, namely with respect to defendant's appointment scheduling page. Plaintiffs further allege that this information is collected not just by the defendant, but also by Facebook because the pixel simultaneously transmits all the information defendant receives to Facebook. Plaintiffs contend that these practices violate multiple California privacy laws and invade Plaintiff's and Class Members' privacy.

Minter v. Finwise Bank, et al., No. 2:25-cv-00569-JNP-CMR (D. Utah) (Parrish, J.): Mr. Ferich is appointed as one of interim co-lead counsel in this financial services company data breach impacting many victims.

Keene v. Tekni-Plex, Inc., No. 2:25-cv-05584-CFK (E.D. Pa.) (Kenney, J.): Mr. Ferich is appointed interim co-lead class counsel in this data breach litigation.

Hall v. Healthcare Services Group Inc., No. 2:25-cv-04908-JDW (E.D. Pa. Nov. 25, 2025) (Wolson, J.): Mr. Ferich is appointed one of three co-lead counsel, after the Court concluded that he can "best represent the putative class," in this health information data breach class action impacting hundreds of thousands of breach victims.

Ramirez, et al. v. Princeton University, No. 3:25-cv-17654 (D.N.J. Dec. 10, 2025) (Kirsch, J.): Mr. Ferich is appointed as one of three co-lead counsel in a data breach class action reportedly impacting alumni, donor, and other affiliated persons' sensitive information.

QUI TAM / WHISTLEBLOWER LITIGATION

United States ex rel. Fadlalla, et al. v. Dyncorp Internation, LLC, et al., No. 8:15-cv-01806-PX (D. Md.) (Xinis, J.): Mr. Ferich principally litigated this *qui tam* action brought under the federal False Claims Act, 31 U.S.C. §§ 3729, *et seq.* The litigation involved government contracts awarded by INSCOM to a linguist solutions contractor to provide linguist support to United States military and intelligence efforts in the Middle East. The whistleblowers alleged that the primary contractor failed to comply with subcontracting requirements for small and minority-owned businesses and submitted false claims for reimbursement under the contracts. The litigation also alleged that the linguist-whistleblowers were subjected to treatment and conditions that violated the Trafficking Victims Protection Reauthorization Act, 18 U.S.C. §§ 1581, *et seq.*

PROPERTY RIGHTS LITIGATION

Hughes v. UGI Storage Co., 263 A.3d 1144 (Pa. 2021): Mr. Ferich wrote the winning brief in this precedent setting *de facto* takings matter before the Pennsylvania Supreme Court, which resulted in a 6-0 reversal of the underlying Commonwealth Court decision that had affirmed the trial court's dismissal of the case.

Exhibit 2



FIRM RESUME

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Miami – Fort Lauderdale – Boca Raton

OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORTS**FINANCIAL INSTITUTIONS**

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blabut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

In re: Fortra File Transfer Software Data Breach Litigation, MDL No. 3090 (S.D. Fla.) – \$27 million

In re: Evolve Bank & Trust Customer Data Breach Litig., MDL No. 3127 (W.D. Tenn.) - \$17.0 million

In re: Snowflake, Inc., Data Breach Litigation, MDL No. 3126 (D. Mont.) - Co-Lead Counsel

In re: Consumer Vehicle Driving Data Tracking Collection, MDL No. 3115 (N.D. Ga.) - Exec. Comm.

In re Change Healthcare, Inc. Data Breach Litigation, MDL No. 3108 (D. Minn.) - Exec. Comm.

In re: PowerSchool Holdings, Inc. Customer Data Breach Litig., MDL No. 3149 (S.D. Cal.) - Exec. Comm.

MDLs

DATA BREACH AND PRIVACY

In Re: AT&T Inc Customer Data Security Breach Litigation, 3:24-cv-00757 (N.D. Tex.) - \$177 million

McNally et al. v. Infosys McAmish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million

Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel

Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel

Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel

Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million

Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - \$7.25 million

Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - \$600,000

Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair

Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - \$45 million

Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee

Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee

Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee

In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million

In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million

Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million

Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - \$2.425 million

In re loanDepot Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - \$25 million

Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - \$3.5 million

Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million

Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million

Katz et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million

Opris et al v. Sincera Reproductive Medicine et al, 2:21-cv-03072 (E.D. Pa.) - \$1.2 million

Garza et al v. Healthalliance, Inc. et al, 7245012023 (N.Y. Sup. Ct.) - \$1.29 million

McLean et al. v. Signature Performance, Inc. et al., 8:24-cv-00230 (D. Neb.) - \$8.5 million

Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million

Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million

Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million

Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million

Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million

In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million

Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million

Skrandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million

Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million

In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million

Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel

In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee

In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee

In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel

In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million

In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million

In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel

In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs

In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

CONSUMER PROTECTION

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Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. - 1994



Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own firm in 1997, immediately upon graduation from law school and has since grown KO to 30 attorneys with offices in South Florida, Philadelphia, and New York. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel or sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, Western District of Wisconsin, Southern District of Indiana, Eastern District of Texas, and District of Nebraska. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Large Fraud and Ponzi Cases

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar
The New York Bar

Court Admissions

United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018
Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case Airbnb, Inc. v. Doe (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the Janus v. AFSCME U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate



Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

Exhibit 3



MILBERG.

FIRM RESUME



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Florida, Georgia, Illinois, New Jersey, New York, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands.

Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

PRACTICE AREAS

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

APPELLATE

Consisting of experienced appellate advocates and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Inc., Customer Data Breach Litigation
In re: Paragard IUD Products Liability Litigation
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation
In re: Ortho Evra Products Liability Litigation
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation
In re: Kugel Mesh Hernia Patch Products Liability Litigation
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation
In re: Stand 'N Seal Products Liability Litigation
In re: Chantix (Varenicline) Products Liability Litigation
In re: Fosamax (alendronate Sodium) Products Liability Litigation
In re: Benicar (Olmesartan) Products Liability Litigation
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation
In re: Risperdal and Invega Product Liability Cases
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation
In re: Incretin-based Therapies Product Liability Litigation
In re: Reglan/Metoclopramide
In re: Levaquin Products Liability Litigation
In re: Zimmer Nexgen Knee Implant Products Liability Litigation
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
In re: Propecia (Finasteride) Products Liability Litigation
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)
In re: Fluoroquinolone Product Liability Litigation
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation
In re: Recalled Abbott Infant Formula Products Liability Litigation
Home Depot, U.S.A., Inc. v. Jackson
Webb v. Injured Workers Pharmacy, LLC

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

FLORIDA

333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

ILLINOIS

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 675
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza, Suite 408
Garden City, New York 11530

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

WASHINGTON

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015

NETHERLANDS

UNITED KINGDOM



Exhibit 4

Edelson Lechtzin LLP -- Firm Resume

About the Firm

Edelson Lechtzin LLP is a national class action law firm based in suburban Philadelphia. The firm was founded by Managing Partners Marc Edelson and Eric Lechtzin, who have decades of experience litigating class actions and a strong track record of success. They lead a talented team of trial lawyers who possess diverse backgrounds and experience.

The firm represents investors in securities fraud class actions and shareholder derivative litigation. In addition, the firm advocates on behalf of consumers, employees, and businesses in class litigation involving anticompetitive business practices, ERISA retirement plans, unpaid wages & overtime claims, and consumer fraud (including data breach litigation).

Unpaid Wages and Overtime Class Actions

Edelson Lechtzin LLP attorneys have extensive experience litigating complex wage and hour class action lawsuits in courts across the country involving claims under the federal Fair Labor Standards Act (FLSA), and state wage and hour laws. The firm is currently lead or co-counsel in numerous wage and hour cases, including cases involving claims on behalf of coal miners for off-the-clock work under the FLSA and the state laws of Kentucky, Indiana, Illinois, and West Virginia. *See, e.g., Branson v. Alliance Coal, LLC, et al.*, No. 4:19-cv-00155-JHM-HBB (W.D. Kentucky) (\$15.25 million settlement pending preliminary approval). The firm is also lead or co-lead counsel in cases involving the failure to pay prevailing wages (*see, e.g., James King v. Glenn O. Hawbaker, Inc.*, Docket No. 21-0957 (Common Pleas Centre County, Pa.)); independent contractor misclassification (*see, e.g., Avant v. VXL Enterprises LLC*, No. 4:21-cv-02016-YGR (N.D. Cal.) (\$1.2 million settlement on behalf of healthcare workers who were allegedly misclassified as independent contractors and not paid overtime compensation)); claims for unpaid pre- and post-shift security screenings (*see, e.g., Stewart-Alexander v. Saks & Company LLC*, No. 3:2021-cv-02384 (C.D. Cal. Nov. 22, 2023) (\$450,000 settlement)); and claims under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) (*see, e.g., In re: University of the Arts WARN Act Litigation*, No. 2:24-cv-02420 (E.D. Pa.)).

Antitrust & Unfair Competition Class Actions

Our experienced team of attorneys is dedicated to protecting the rights of individuals, businesses, and various governmental entities nationwide against companies that engage in anticompetitive practices in class action lawsuits. The firm is currently litigating numerous cases including: *In re Domestic Airline Travel Antitrust Litigation*, No. 1:15-mc-01404 (D. DC), *In re Cattle and Beef Antitrust Litigation*, No. 0:20-cv-01319 (D. NDIL), *In re Broiler Chicken Antitrust Litigation*, No. 1:16-cv-08637 (D. NDIL), *Miami Products & Chemical Co. v. Olin Corp.*, No. 1:19-cv-00385 (D. WDNY), *In re Crop Inputs Antitrust Litigation*, No. 4:21-md-02993 (D. EDMO) (member of the Executive Committee), *In re: Diisocyanates Litigation*, No. 2:18-mc-01001 (D. WDPA), *In re Deutsche Bank Spoofing Litigation*, No. 1:20-cv-03638 (D. NDIL), *Cospro Development Corp. v. International Flavors and Fragrances, Inc, et al.*, No. 2:230cv-03368 (D. NJ), *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. MDL 2724 (D. EDPA), *In re: Google Digital Advertising Antitrust Litigation*, No. 1:21-md-03010 (D. SDNY), *In re: Juul*

Labs, Inc. Antitrust Litigation, No. 3:20-cv-02345 (D. NDCA), *In re: Platinum and Palladium Antitrust Litigation*, No. 1:14-cv-09391 (D. SDNY), *In re: Pork Antitrust Litigation*, No. 0:18-cv-01776 (D. MN), *Mayor and City Council of Baltimore v. Merck Sharp & Dohme Corp.*, No. 2:23-cv-00828 (D. EDPA), and *Powell Prescription Center et al. v. Surescripts, LLC et al.*, No. 1:19-cv-06627 (D. NDIL).

Securities Fraud & Shareholder Derivative Litigation

In the area of securities fraud, Edelson Lechtzin LLP is Co-Lead Counsel in a securities fraud class action lawsuit against A Better Financial Plan and its affiliates, *Melchior v. Dean Vagnozzi, et al.*, No. 2:20-cv-05562 (E.D. Pa.), where the court approved a \$38 million settlement. The case alleged violations of the federal Racketeer Influenced and Corruption Organizations Act (RICO), and state claims for fraud, breach of fiduciary duties, and civil conspiracy, to recover hundreds of millions of dollars of investments by individuals who were fraudulently induced by Defendants to purchase unregistered securities backed by risky merchant cash advance loans to small businesses.

Edelson Lechtzin LLP was also counsel in a shareholder derivative action on behalf of shareholders of FirstEnergy Corporation, *Miller v. Michael J. Anderson, et al.*, No. 5:20-cv-01743 (N.D. Ohio), where the court approved a settlement for \$180 million and corporate governance reforms. The suit alleges that the FirstEnergy Board of Directors and certain officers breached their fiduciary duties to the company, were unjustly enriched, wasted corporate assets, and committed various violations of federal securities laws. It is further alleged that the various defendants engaged in a concerted effort to curtail losses from nuclear energy operations managed by a subsidiary in order to keep their positions with the company and to increase their compensation. In furtherance of their scheme Defendants sanctioned the corporate policy of illegal payments to government officials including the Ohio House Speaker, Larry Householder, and other individuals, which resulted in a significant reduction in shareholder value when it was subsequently exposed.

The firm also is counsel in the following pending actions: *In re Archer-Daniels-Midland Company Derivative Litigation*, Lead Case No. 24-cv-506-RGA (D. Del.) (consolidated shareholder derivative action alleging breach of fiduciary duties by the Board, which allowed the perpetuation of a deceptive accounting scheme that cause the company to overstate the operating profit of its Nutrition business segment by more than \$200 million over 6 years by recording below-market expenses for raw materials); *Yun v. Faraday Future Intelligent Electronic Inc.*, No. 2022-0510 (Del. Ch. Ct.) (direct action for breach of fiduciary duties on behalf of a proposed class of investors in a SPAC); *Ouyang v. Star Peak Sponsor LLC*, No. 2024-0302 (Del. Ch. Ct.) (direct claims for breach of fiduciary duties against sponsors of SPAC); *Schara v. LanzaTech Global Inc.*, (Del. Ch. Ct.) (direct claims for breach of fiduciary duties against sponsors of SPAC); and *Wuchter v. PropTech Partners II, LLC*, No. 2024-0596 (Del. Ch. Ct.) (settlement of direct claims for breach of fiduciary duties against sponsors of SPAC).

Employee Benefits & ERISA Litigation

The firm's successes in ERISA litigation include *Hundley v. Henry Ford Health System*, No. 2:21-cv-11023-SFC-EAS (E.D. Mich.) (\$5 million settlement); *Gotta v. Stantec Consulting*

Servs. Inc., No. CV-20-01865-PHX-GMS (D. Ariz. 2024) (\$2 million settlement); *Moler v. Univ. of Maryland Med. Sys.*, No. 1:21-CV-01824- (D. Md.) (\$3.25 million settlement); *Gaines v. BDO USA, LLP*, No. 1:22-cv-01878 (N.D. Ill. 2024) (\$2.25 million settlement); *Parker v. GKN N. Am. Servs., Inc.*, No. 21-12468 (E.D. Mich.) (\$2.95 million settlement); *Crawford v. CDI Corporation*, No. 2:20-cv-03317-CFK (E.D. Pa. 2020) (\$1.8 million settlement); *McNeilly v. Spectrum Health System*, No. 1:20-cv-00870-JMB-PJG (W.D. Mich. 2023) (\$6 million settlement); *Bilello v. Estee Lauder Inc.*, No. 1:20-cv-04770 (S.D.N.Y. 2024) (\$975,000 settlement); *Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 2:20-cv-11643 (D. Mich. 2023) (\$990,000 settlement); and *Luense v. Konica Minolta Business Solutions U.S.A., Inc.*, No. 2:20-cv-06827-JMV-MF (D.N.J.) (\$900,000 settlement pending preliminary approval).

The firm currently serves in leadership positions in numerous ERISA class actions across the country, including *Bugielski v. AT&T Servs., Inc.*, 76 F.4th 894 (9th Cir. 2023) (the court reversed a decision granting summary judgment for AT&T and held that a recordkeeping agreement with Fidelity was a prohibited transaction and, as such, AT&T was required to obtain from Fidelity disclosures of all compensation it received in connection with its provision of services to the Plan, including fees paid by third-party service providers Financial Engines and BrokerageLink); *Packer v. Glenn O. Hawbaker, Inc.*, No. 4:21-CV-01747, 2023 WL 3851993, at *2 (M.D. Pa. June 6, 2023) (granting motion to certify a class of hourly wage employees who worked on prevailing wage contracts withing Pennsylvania between 2012 and 2018; class certified); *In re The American National Red Cross ERISA Litig.*, Master File No. 1:21-cv-00541 (D.D.C.); *Baker v. The University of Vermont Medical Center, Inc. et al.*, No. 2:23-cv-00087-gwc, Dkt. # 46 (D. Vt. Jan. 30, 2024) (motion to dismiss denied); *Cano v. The Home Depot, Inc. et al.*, No. 1:24-cv-03793-LMM (N.D. Ga. Aug. 27, 2024) (class action alleging breach of fiduciary duties by improperly using forfeitures to cover employer matching contribution expenses rather than plan administrative expenses); and *Grink et al v. Virtua Health, Inc. et al.*, No. 1:24-cv-09919-CPO-AMD (D.N.J. Oct. 18, 2024) (class action alleging breach of fiduciary duties for inclusion of imprudent fixed annuity investment option).

Consumer Fraud Class Action Litigation

In the area of consumer fraud, the firm is actively engaged in protecting the rights of consumers in a variety of matters, including defective products and automobiles, failure to honor service agreements and warranties, timeshare agreements, and data breaches. Current cases include: *In re: Harvard Pilgrim Data Security Incident Litigation*, No. 1:23-cv-11211 (D. Mass.), *Gutierrez v. Independent Living Systems, LLC*, No. 1:23-cv 21221 (S.D. Fla.), *Maria Gregory, et al. v. Johns Hopkins University et al.*, No. 1:23-cv-01854 (D. Md.), *Humphries, et al. v. Apria Healthcare, LLC*, No. 1:23-cv-01147 (S.D. Ind.), *Nelson et al. v. Connexin Software, Inc.*, No. 2:27-cv-04676 (E.D. Pa.) (member of the Executive Committee) and *Renaldo Ellis et al. v. Pension Benefit Information, LLC et al.*, No. 0:23-cv-02139 (D. Mass.), *Verderame v. Futurity First Insurance Group, LLC.*, No. 3:24-cv-01262,(D. Conn.) (Lead Counsel), *Starling v. Evolve Bank & Trust*, No. 4:24-cv-00549 (E.D. Ariz.), *Vines, et al. v. Financial Business & Consumer Solutions, Inc.*, No. 2:24-cv-02085 (E.D. Pa.), *Signorino v. Affiliated Dermatologists*, Civil Case No. MRS-L-001106-24 (Superior Ct. of NJ) (Co-Lead Counsel), *In re Berry, Dunn, McNeil & Parker Data Security Incident Litigation*, No. 2:24-cv-00146 (D. Me.), *Forstrom et al. v. Consulting Radiologists, Ltd.*, No. 0:24-cv-02604 (D. Minn.), *Arons v. Continuum Health Alliance, LLC*, No. 1:24-cv-07013 (D. N.J.) (member of the Executive Committee), *Wilson et al.*

v. Frontier Communications Parent, Inc., No. 3:24-cv-01497 (N.D. Tex.) (member of the Executive Committee), *Flynn et al. v. Eastern Radiologists, Inc.*, Master File No. 24-cvs-772 (General Court of Justice Superior Court), *Krause v. City of Hope*, No. 2:24-cv-02894 (C.D. Cal.), *In Re Greylock McKinnon Associates Data Security Incident Litigation*, No. 1:24-cv-10797 (D. Me.), *Feathers v. On Q Financial, LLC*, No. 2:24-cv-00811 (D. Ariz.) (Co-Lead Counsel), *Daroya Isaiah v. Loan Depot, Inc.*, No. 8:24-cv-00136 (C.D. Cal.), *Stewart v. Ann & Robert H. Lurie Children's Hospital*, No. 2024CH06201 (Superior Ct. Cook County Ill.), *Halvorson v. MNGI Digestive Health, P.A.*, No. 0:24-cv-02851 (D. Minn.), *Gales v. Ohio Lottery Commission*, Case No. 2024-00434JD (Court of Claims Ohio) (Co-Lead Counsel), *Tyler Tate v. 5.11, Inc.*, No. 8:24-cv-2327, (C.D. Cal.) (Co-Lead Counsel), *Dimoff v. Allegheny Health Network*, No. 2:25-cv-00125, (W.D. Pa.) (Member of the Executive Committee), *Parker v. American Addiction Centers, Inc.*, No.3:24-cv-01505 (D. TN), *Cabozzi v. Anna Jaques Hospital*, No.1:24-cv-10792 (Member of the Executive Committee), *In re: Annie Mac Data Breach Litigation*, No. 1:24-cv-10678 (D.N.J.) (Member of the Executive Committee), *Miller v. Asheville Eye Associates, PLLC*, No. 25-cv-000902-100, (Superior Ct of NC, Buncombe County), *In re Avis Rent A Car System, LLC Security Incident Litigation*, No. 2:24-cv-09243 (D. N.J.) (Co-Lead Counsel), *Corralejo v. Baymark Health System, Inc.*, No. 4:25-cv-00174, (E.D. Tex.), *Dougherty et al. v. Bojangles Restaurants, Inc.*, No. 3:25-cv-00065, (WDNC), *Elzin v. Chemonics International, Inc.*, No. 1:25-cv-00356 (USDC) (Co-lead Counsel), *Johnson et al. v. Community Clinic of Maui*, No. 1:24-cv-00443 (D. Hi.), *Arons et al. v. Continuum Health Alliance, LLC*, No. 000932-24 (Sup. Ct. NJ) (Member of the Executive Committee), *Sinitisa v. CUSO Financial Services, LP*, No. 3:24-cv-02290, (C.D. Cal.) (Co-Lead Counsel), *Berg v. Datamaxx Applied Technologies, Inc.*, No. 4:24-cv-00490 (N.D. Fla.), *In re: David's Bridal Data Breach Litigation*, No. 2:24-cv-03411, (E.D. Pa.), *Davidson v. DISA Global Solutions, Inc.*, No. 4:25-cv-00879 (S.D. Tex.), *In re: Landmark Admin LLC Data Incident Litigation*, No. 6:24-cv-00082 (N.D. Tex.) (Member of the Executive Committee), *Owings, et al. v. Medusind, Inc.*, No. 1:25-cv-20117(SDFL), *Minicucci v. Northeast Rehabilitation Hospital Network*, No. 1:25-cv-01277 (D.N.H.) (Co-lead counsel), *Pak v. Omni Family Health*, No. 1:24-cv-01277 (E.D. Cal.), *In re: Park Dental Data Breach Litigation*, No. 27-cv-24-12335 (State of Minn. Fourth Judicial District County of Hennepin), *In re: Patelco Credit Union Data Security Litigation*, No. 24cv082095 (CA Sup. Ct. County of Alameda), *In re Powerschool Holdings Data Security Breach Litigation*, MDL No. 3149, *Reichbart et al. v. Financial Business and Consumer Solutions, Inc.*, No. 2:24-cv-01876 (E.D. Pa.), *Maciejczyk et al. v. First Commonwealth Federal Credit Union*, No. 2024-c-2592 (PA Ct. of Common Pleas Lehigh Co.), *Dudley et al. v. Fortive Corp.*, No. 2:24-cv-01668 (W.D. Wash.), *McNally et al. v. Infosys McComish Systems, LLC*, No. 1:24-cv-00995 (N.D. Ga.), *Siemanowski v. Keesal, Young & Logan*, No. 2:24-cv-10584, *Griffiths et al. v. Kootenai Health, Inc.*, No. 2:24-cv-00205, *Kolstadt et al. v. TMX Financial Corporate Services, Inc.*, No. 4:23-cv-00076 (SDGA), *Lim v. Tradezero Americas, Inc.*, No. 1:99-mc-09999 (D. Del.) (Lead Counsel), *Fish et al. v. Walsworth Publishing Company*, No. 2:24-cv-00100 (E.D. Mo.) (Co-Lead Counsel), *Mikolaitis v. Ward Transport & Logistics Corp.*, No. 2:24-cv-01565 (W.D. Pa.) (Lead Counsel), *Batisto et al. v. Richmond University Medical Center*, No. 152889/2024 (Sup. Ct. of State of NY) (Member of the Executive Committee), *Volio et al. v. Rust Street Gaming LLC et al.*, No. 2:25-cv-00039 (E.D. Pa.), *In re: Vivendi Ticketing US LLC d/b/a See Tickets Data Security Incident*, No. 2:23-cv-07498 (C.D. Cal.), *Garcia et al. v. Set Forth, Inc.*, No. 1:24-cv-11688 (N.D. Ill.), *Allen et al. v. SRP Federal Credit Union*, No. 1:28-

cv-07476 (D. S.C.), and *Newman et al. v. The Pension Specialists, Ltd.*, No. 1:25-cv-01925 (N.D. Ill.) (Co-Lead Counsel).

Attorney Biographies

Eric Lechtzin is a Managing Partner of Edelson Lechtzin LLP and his practice focuses on securities fraud litigation, ERISA retirement plan class actions, and wage and hour class and collective actions. Mr. Lechtzin received his J.D. from the Temple University Beasley School of Law in 1991. Prior to forming Edelson Lechtzin LLP in early 2020, Mr. Lechtzin was a Shareholder at Berger Montague PC.

Mr. Lechtzin has served as the Pennsylvania State Chair for the National Association of Consumer Advocates since 2017. He has been named a “Super Lawyer” in Pennsylvania for Class and Mass Tort Litigation every year since 2017, he is AV Preeminent rated by Martindale-Hubbell, and he has received a perfect 10.0 rating by Avvo.com.

In the area of securities fraud, Mr. Lechtzin was a member of the litigation team in *In re: Oppenheimer Rochester Funds Group Secs. Litig.*, No. 09-md-02063-JLK (D. Col.), which settled for \$89.5 million. Mr. Lechtzin served as lead counsel in *In re Transkaryotic Therapies, Inc. Secs. Litig.*, No. 03-CV-10165-RWZ (D. Mass.), which settled for \$50 million after successfully obtaining class certification. Mr. Lechtzin also served as co-lead counsel in a class action involving unregistered securities, *Melchior, et al. v. Vagnozzi, et al.*, No. 20-cv-05562-MRP (E.D. Pa), which settled for \$38 million and is expected to result in a recovery of approximately 70 percent of investor losses. Other successful securities fraud class actions in which Mr. Lechtzin had leadership roles include *The Eshe Fund Group v. Fifth Third Bancorp*, No. 1:08-CV-539 (S.D. Ohio) (\$16 million settlement); *In re Hemispherx Biopharma, Inc. Litig.*, 09-CV-5262-PD (E.D. Pa.) (\$3.6 million settlement); *In re RenaissanceRe Holdings Ltd. Secs. Litig.*, No. 1:05-CV-6764 (S.D.N.Y.) (\$13.5 million settlement); *In re Global Crossing Access Charge Litig.*, No. 04-MD-1630 (S.D.N.Y.) (\$15 million settlement); and *In re Van der Moolen Holding N.V. Secs. Litig.*, No. 1:03-CV-8284 (S.D.N.Y.) (\$8 million settlement).

In the area of ERISA class actions, Mr. Lechtzin co-authored an amicus brief to the U.S. Supreme Court in *Retirement Plans Committee of IBM v. Jander*, 140 S. Ct. 592 (2020), in which he argued successfully that the Court should not alter the standard to plead claims against fiduciaries of an employee stock ownership plans alleging that such fiduciaries should have made earlier public disclosures of adverse insider information. Mr. Lechtzin’s successful appeals also include *Bugielski v. AT&T Servs., Inc.*, 76 F.4th 894 (9th Cir. Aug. 4, 2023) (reversing a decision granting summary judgment for AT&T).

Mr. Lechtzin has served as Lead or Co-Lead Counsel in numerous successful ERISA class actions including *Daugherty v. Univ. of Chicago*, 2018 WL 1805646 (N.D. Ill. 2018) (\$6.5 million settlement of ERISA claims alleging breach of fiduciary duties by incurring excessive expenses and retaining underperforming funds); *Nicolas v. The Trustees of Princeton University*, No. 3:17-cv-03695 (D. N.J.) (member of the team that secured a \$5.8 million settlement where plaintiffs alleged that fiduciaries of the 403(b) selected imprudent investments and caused the

plan to incur unreasonable recordkeeping fees); *Hundley v. Henry Ford Health System*, No. 2:21-cv-11023-SFC-EAS (E.D. Mich.) (\$5 million settlement); *Gotta v. Stantec Consulting Servs. Inc.*, No. CV-20-01865-PHX-GMS (D. Ariz. 2024) (\$2 million settlement); *Moler v. Univ. of Maryland Med. Sys.*, No. 1:21-CV-01824- (D. Md.) (\$3.25 million settlement); *Parker v. GKN N. Am. Servs., Inc.*, No. 21-12468 (E.D. Mich.) (\$2.95 million settlement); *Gaines v. BDO USA, LLP*, No. 1:22-cv-01878 (N.D. Ill. 2024) (\$2.25 million settlement); *Crawford v. CDI Corporation*, No. 2:20-cv-03317-CFK (E.D. Pa. 2020) (\$1.8 million settlement); *McNeilly v. Spectrum Health System*, No. 1:20-cv-00870-JMB-PJG (W.D. Mich. 2023) (\$6 million settlement); *Bilello v. Estee Lauder Inc.*, No. 1:20-cv-04770 (S.D.N.Y. 2024) (\$975,000 settlement); *Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 2:20-cv-11643 (D. Mich. 2023) (\$990,000 settlement); and *Luense v. Konica Minolta Business Solutions U.S.A., Inc.*, No. 2:20-cv-06827-JMV-MF (D.N.J.) (\$900,000 settlement pending preliminary approval).

Mr. Lechtzin's successful representations in unpaid wages and overtime cases include *Arrington v. Optimum Healthcare IT*, 2018 WL 5631625 (E.D. Pa. 2018), where the plaintiffs' litigation team obtained a \$4.9 million settlement of class action that alleged failure to pay overtime compensation to IT consultants. In *Meyer v. The LandTek Group, Inc.*, Case No. 2:17-cv-00161-AYS (E.D.N.Y.), Mr. Lechtzin successfully recovered wages for unpaid off-the-clock time on behalf of a group of construction laborers who were "engaged to wait" before their shifts.

Among his successful representations in the area of consumer protection litigation is *Silver v. Fitness Intern., LLC*, No. 10-cv-2326-MMB, 2013 WL 5429293 (E.D. Pa.), a class action against a national health club chain that resulted in substantial changes in the company's membership cancellation policies. Lechtzin was co-lead counsel in *Stromberg v. Ocwen Loan Servicing, LLC*, No. 15-04719, 2017 WL 2686540 (N.D. Cal. 2017), where he represented a group of California borrowers who alleged that certain lenders had failed to timely reconvey the deed of trust documents, as required by Cal. Civ. Code § 2941(b), and ultimately obtained a settlement that paid each member of the class more than 66 percent of their total recoverable damages without the need to submit claim forms.

Mr. Lechtzin is a member of the state bars of California, New Jersey, and Pennsylvania, and he is admitted to practice before numerous federal courts across the country.

Marc H. Edelson is a Managing Partner of Edelson Lechtzin LLP, leading the firm's practices in antitrust law, defective drugs & medical devices, and property insurance litigation. Mr. Edelson received his J.D. from the University of California, Los Angeles School of Law, in 1987 and his B.S. in Economics from the Wharton School of The University of Pennsylvania, cum laude in 1984. He has practiced class action litigation for over 35 years and has been appointed to leadership roles in many MDL cases. In addition, Mr. Edelson has been named a "Super Lawyer" in Pennsylvania for Class and Mass Tort Litigation.

Mr. Edelson's MDL experience in pharmaceutical cases includes an appointment in *In re Pharmaceutical Industry Average Wholesale Price Litig.*, MDL No. 1456, as one of the four lead counsel firms. Mr. Edelson was one of the first attorneys to initiate a series of class actions on behalf of end payors against numerous pharmaceutical defendants, which were eventually consolidated into MDL 1456. The case involved an in-depth analysis of pharmaceutical pricing and resulted in numerous settlements totaling \$341,000,000.

Additionally, Mr. Edelson served as co-lead counsel in *New England Carpenters Health Benefit Fund v. First DataBank, Inc. and McKesson Corp.*, C.A. No. 05-11148 (D. Mass.), and *District 37 Health and Securities Fund v. Medi-Span*, C.A. No. 07-10988 (D. Mass.). This case was against pharmaceutical wholesaler McKesson Corporation and pharmaceutical publishers First DataBank and Medi-Span. The case focused on unlawful drug pricing markups of various drugs resulting in overpayments by end payors. The case settled for \$350,000,000 in addition to an agreement to roll back drug prices by five percent (5%), resulting in additional end-payor cost savings totaling hundreds of millions of dollars.

Mr. Edelson has also served as co-lead counsel in additional pharmaceutical cases including *In re Ciprofloxacin Hydrochloride Antitrust Litig.*, MDL 1383 (EDNY); *Sandhaus v. Bayer AG*, No. 00-cv-6193 (Kansas State Court); *In re Premarin Antitrust Litigation*, No. 1:01-cv-00447 (SD Ohio), and *Blevins v. Wyeth Ayerst Laboratories, Inc.*, No. 324380 (Superior Court State of California).

Mr. Edelson was appointed one of the co-lead counsel in *In re Western States Wholesale Natural Gas Antitrust Litig.*, MDL 1566 (D. Nev.) and *In re HELOC Minimum Payment Calculation Litig.*, No. 15-cv-00267 (E.D. Pa.).

Mr. Edelson has served as a member of the Executive Committee in *In re Copper Antitrust Litig.*, MDL 1301 (W.D. Wis.); *In re CertainTeed Corp. Roofing Shingle Product Litig.*, MDL 1817 (EDPA); and *In re HP Inkjet Printer Litig.*, No. C053580JF (N.D. Cal.).

Mr. Edelson currently serves as Lead Counsel, Co-Lead Counsel, a member of the Executive Committee or class counsel for the data breach cases referenced in the Consumer Fraud section detailed above.

Liberato Verderame, a Senior Counsel at Edelson Lechtzin LLP, has practiced extensively in the area of class action litigation for almost 20 years handling a variety of cases involving antitrust, consumer, ERISA and wage and hour issues. He has prosecuted both class action and individual plaintiff's claims in federal courts nationwide and has litigated successful appeals in both Pennsylvania's Commonwealth and Superior Courts and New Jersey's Appellate Division.

Mr. Verderame attended Villanova University (B.A. 1994) and Villanova University School of Law (J.D. 1997). He is admitted to practice in Pennsylvania and New Jersey, and numerous federal courts.

Since joining Edelson Lechtzin LLP and its predecessor in 2005, he has represented plaintiffs in several national class action cases including *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.); *Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456 (D. Mass.); *In re: Fedloan Student Loan Servicing Litigation*, MDL No. 18-2833 (E.D. Pa.) (Plaintiffs Steering Committee); *In Re: Refrigerant Compressors Antitrust Litigation*, MDL 2042 (E.D. Mich.); *In Re: Western Areas Wholesale Natural Gas Antitrust Litigation*, MDL-1566 (D. Nev.); *In Re: Yahoo! Litigation*, 06-cv-2737 (C.D. Cal.); *Kent v. Hewlett-Packard Company*, 5:09-cv-05341 (N.D. Cal.); *New England Carpenters Health Benefits Fund v. First Databank, Inc.*, 1:05-cv-11148 (D. Mass.); *OSB Antitrust Litigation*, 06-CV-00826 (E.D. Pa.); and *Leeds v. IKO Manufacturing, Inc.*, No: 2:17-cv-00339 (E.D. Pa.).

Mr. Verderame also represents individual plaintiffs regarding insurance coverage, breach of contract and bad faith claims, personal injury, and other matters. He serves as lead trial counsel and obtained a jury verdict that was the largest insurance coverage claim reported in Pennsylvania in 2016.

Andrew Lapat, Senior Counsel at Edelson Lechtzin LLP, has been practicing law for over thirty-five years. In that time period, Mr. Lapat has handled a wide variety of litigation and transactional matters. Mr. Lapat has consistently achieved excellent results for his clients.

Mr. Lapat began his career at Berger Montague PC in 1989, working on securities fraud class action litigation. Mr. Lapat then moved to the firm now known as Chimicles Schwartz Kriner & Donaldson-Smith LLP, where Mr. Lapat focused on antitrust class action litigation and mass tort cases.

Mr. Lapat then became a partner at Stein & Silverman, P.C., where Mr. Lapat was involved in litigating and successfully trying a wide range of cases, including intellectual property, contract disputes, legal malpractice, and property disputes. While at Stein & Silverman, Mr. Lapat also handled various transactional matters, including the purchase and sale of businesses and commercial real estate. Mr. Lapat opened his own practice, Law Offices of Andrew Lapat, LLC, in 2006. In his solo practice, Mr. Lapat engaged in the same type of work as at Stein & Silverman for a wide array of clients. Mr. Lapat has had success at the trial and appellate court level.

Mr. Lapat received a B.A. from the University of Pennsylvania in 1986 and a J.D. from Boston University School of Law in 1989. Mr. Lapat is admitted to the Pennsylvania Bar and the Eastern District of Pennsylvania.

Sati O. Gibson, an associate of Edelson Lechtzin LLP, received her J.D. from Boston College Law School in 2002 and her B.A. in Politics from Oberlin College in 1999. Ms. Gibson's practice focuses on all aspects of e-discovery in complex litigation.

Previously, Ms. Gibson worked as an attorney for Legal Aid of Southeastern Pennsylvania, where she represented the senior population in consumer protection matters. She also worked at Kessler Topaz Meltzer & Check LLP as a staff attorney focusing on discovery in securities fraud litigation. She has spent the last 10 years focusing on class action litigation including antitrust and unfair competition law.

Ms. Gibson is a member of the bar of the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania.

Staff Attorneys

In addition to our partners, senior counsel, and associates, Edelson Lechtzin LLP is assisted by a team of staff attorneys who provide extensive litigation support in complex class actions.

[1] *See, e.g.*, DiStefano N., *Facing fraud lawsuit, Montco financial salesman Dean Vagnozzi turns against his longtime lawyer*, The Philadelphia Inquirer (Jun. 28, 2021); Berman, Jeff, *Advisor Known for Unconventional Advice Hit With RICO Suit*, ThinkAdvisor (Nov. 13, 2020); DiStefano, Joseph N., *Investors sue King of Prussia financial adviser Dean Vagnozzi and his lawyer*, The Philadelphia Inquirer (Nov. 10, 2020); and Arvedlund, Erin, *How Philly investors were drawn into what SEC alleges is \$500 million fraud*, The Philadelphia Inquirer (Aug. 12, 2020).