

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**

Docket No. MRS-L-001091-24

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

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement, requesting that the Court enter an Order granting Final Approval of the class action Settlement by and between Plaintiffs Elio Lepore, Ronald Signorino, David Berman, Richard Weiss, Charles Ziss, and Maryann Joyce and Defendant Affiliated Dermatologists & Dermatologic Surgeons, P.A. as fair, reasonable, and adequate pursuant to N.J. Ct. R. 4:32-2, and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

Having reviewed and considered the Settlement Agreement and the 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, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Order and Judgment Granting Final Approval of Class Action Settlement.

THE COURT not being required to conduct a trial on the merits of the case or determine

with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under N.J. Ct. R. 4:32-2(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS ___day of _____, 2026,

ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for failure to implement or maintain adequate data security measures for the Private Information of certain patients, which Plaintiffs alleged caused injuries to Plaintiffs and Settlement Class members.

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

3. Unless otherwise noted, words spelled in this Final Approval Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On December 18, 2025, the Court entered a Preliminary Approval Order, which among other things: (a) provisionally certified a class in this Action, including defining the Settlement Class; (b) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement, (c) appointed Plaintiffs as the Class Representatives and Andrew Ferich of Ahdoot & Wolfson, P.C., Mariya Weekes of Milberg, LLP, Kristen Lake Cardoso of Kopelowitz Ostrow, P.A., and Marc

Edelson of Edelson Lechtzin LLP as Class Counsel; (d) preliminarily approved the Settlement; (e) set deadlines for opt-outs and objections; (f) approved and appointed Epiq Class Action and Claims Solutions, Inc. (“Epiq”) as the Settlement Administrator; and (g) set the date for the Final Approval Hearing.

The Court, having reviewed the terms of the Settlement Agreement, for purposes of the Settlement Agreement and this Final Approval Order and Judgment Only, hereby finally certifies the following Settlement Class, pursuant to New Jersey Court Rule 4:32-1(a) and (b)(3)(A)-(D), defined as follows:

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.

5. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of New Jersey Court Rule 4:32-1(a) and (b)(3)(A)-(D) set forth in the Preliminary Approval Order.

6. The Court finds that the Notice Program for disseminating Notice to the Settlement Class, provided for in the Settlement and previously approved and directed by the Court’s Preliminary Approval Order, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice Program, including the approved forms of Notice: (a) constituted the best notice practicable under the circumstances; (b) included direct individual notice to all Settlement Class members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class members of the nature of the Action, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member

so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of including N.J. Ct. R. 4:32-2, due process under the United States and New Jersey Constitution, and any other applicable law.

7. Pursuant to N.J. Ct. R. 4:32-2, the Court finds the proposed Settlement as fair, reasonable, and adequate. The Court also certifies the Settlement Class for purposes of judgment on the Settlement because it meets all the requirements of N.J. Ct. R. 4:32-1. Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical; (d) the Class Representatives 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.

8. The Court finds that Class Representatives and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

9. Notice of the Final Approval Hearing and the 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 have been provided to Settlement Class members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

10. As of January 31, 2026, which is the deadline to request exclusion from the Settlement, ___ Settlement Class Members have submitted a valid opt-out request to be excluded from the Settlement. Any Settlement Class member who submits a valid opt-out request by the Opt-Out Deadline, shall not be bound by this Final Approval Order and Judgment, as set forth in the Settlement Agreement.

11. As of January 31, 2026, which is the deadline to object to the Settlement, [the Court finds that no objections to the Settlement have been received to date.] OR [the Court has considered the objection(s) and finds the objection(s) meritless. The objection(s) is/are overruled.]

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

13. Pursuant to the Settlement Agreement, the Parties, their respective attorneys, and the Settlement Administrator are directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement in the manner and timeframe as set forth therein.

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

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

16. The Court finally appoints Elio Lepore, Ronald Signorino, David Berman, Richard

Weiss, Charles Ziss, and Maryann Joyce as Class Representatives and finds that they have fairly and adequately represented the interests of the Settlement Class.

17. Pursuant to the Settlement Agreement, the Court approves a payment to Class Representatives in the amount of \$2,000.00 each as a Service Award for their efforts on behalf of the Settlement Class.

18. The Court affirms the appointment of 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 and finds that Class Counsel has fairly and adequately represented the interests of the Settlement Class pursuant to N.J. Ct. Rule 4:32-2(g).

19. The Court, after careful review of the Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's request for combined attorneys' fees and reasonable costs in the amount of \$815,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

20. Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

21. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members, Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendant may have against such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

22. Notwithstanding any term herein, neither Defendant nor its Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Plaintiffs, each and all the Settlement Class Members, Class Counsel, and Plaintiffs' Counsel.

23. The Court reserves jurisdiction over the consummation and enforcement of the Settlement.

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

25. There is no just reason to delay the entry of this Final Approval Order and Judgment in this matter, and the Clerk is directed to file this order as the final judgment in this matter.

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

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

Done and ordered this _____ day of _____, 2026.

HONORABLE