

James E. Cecchi (Bar No. 030861989)  
CARELLA, BYRNE, CECCHI, OLSTEIN,  
BRODY & AGNELLO, P.C.  
5 Becker Farm Road  
Roseland, NJ 07068  
(973) 994-1700  
jcecchi@carellabyrne.com

Todd Garber (*Pro Hac Vice*)  
FINKELSTEIN, BLANKINSHIP, FREI-PEARSON &  
GARBER, LLP  
One North Broadway, Suite 900  
White Plains, NY 10601  
(844) 431-0695  
tgarber@fbfglaw.com

Linda P. Nussbaum (*Pro Hac Vice*)  
NUSSBAUM LAW GROUP, P.C.  
1133 Avenue of the Americas, 31<sup>st</sup> Floor  
New York, NY 10036  
(917) 438-9189  
lnussbaum@nussbaumpc.com

*Class Counsel*

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IN RE CENTRASTATE HEALTHCARE  
DATA SECURITY INCIDENT LITIGATION

This Document Relates To:  
All Actions

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: OCEAN COUNTY

MASTER FILE: OCN-L-002002-24  
(CBLP)

**[PROPOSED] FINAL JUDGMENT AND  
ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, a class action is pending before the Court entitled *In re ContraState  
Healthcare Data Security Incident Litigation*, No. Master File: OCN-L-002002-24 (CBLP); and

WHEREAS, putative Class Representatives Frederick Dawes, Ricardo Cubides and  
Laura Kanthal-Cubides; Additional Named Plaintiffs Natalie Tornese, Rita Sorrentino-Poggi,  
JoAnn McCloskey, Barbara Corrente, Anthony Corrente, Lisa Surowiec, Melissa Connolly,  
Dhalia Valle, Lewis Chewning, David Healey, Belle Rosenbloom, Maria Caro, Lisa Frohlich,  
John Frohlich, Rena Pudder, M.Z., Albert Raguseo, Robert Grun, Joshua Grun, Zachary Grun,  
Jill Grun, Christina Aiello, Attilio Aiello, Kimberly Aiello, Alyssa Sblendorio, Miriam Belanger,

Kaitlin Stroud, Thomas Sanitate, and Katelyn Grabinsky; and Defendants CentraState Healthcare System, Inc. (“CentraState”) and Atlantic Health System, Inc. (“Atlantic Health”) (collectively “Defendants”) have entered into a Class Action Settlement Agreement and Release dated April 18, 2024, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendants upon the terms and conditions set forth therein (the “Settlement Agreement”); and

WHEREAS, on June 7, 2024, the Court granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Settlement Class pursuant to New Jersey Court Rule 4:32-1 of “the 569,984 persons who were notified that their Personal Information may have been disclosed in the Security Incident announced by CentraState on or around February 10, 2023.” Excluded from the definitions of “Settlement Class Members” or “Class Members” are a) CentraState; b) Any entity in which CentraState has a controlling interest; c) Any parent or subsidiary of CentraState; d) Any entity that is controlled by CentraState; e) The officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of CentraState; f) All judges and court personnel involved in this Action, along with their immediate family members; and

WHEREAS, the Court has considered the Parties’ Class Action Settlement Agreement, as well as Plaintiffs’ Motion for Final Approval of Class Action Settlement, Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses, And Incentive Awards, together with all declarations and exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on October 15, 2024, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Class Action Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class Members.
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval – including (i) direct notice to the Settlement Class via U.S. mail, based on the comprehensive Settlement Class List provided by Defendant, and (ii) the creation of the Settlement Website – fully complied with the requirements of New Jersey Court Rule 4:32-2(b) and due process, was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.
4. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arm's-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the

Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

5. The Court has specifically considered the factors relevant to class action settlement approval.

6. The Court finds that the 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.

7. The Court finds that no objections to the Settlement have been received to date.

8. Accordingly, the Settlement is hereby finally approved in all respects.

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.

10. This Court hereby dismisses the Action, as identified in the Settlement Agreement, on the merits and with prejudice.

11. All Settlement Class Members who have opted out of this Settlement shall be considered excluded from the Settlement.

12. Upon the Effective Date of this Final Judgment, Plaintiffs and each and every Settlement Class Member who did not opt out of the Settlement Class (whether or not such members submit claims), including such individuals' respective present and former, direct and indirect, subsidiaries, parents, affiliates, incorporated or unincorporated entities, divisions, groups, officers, directors, shareholders, partners, partnerships, joint ventures, employees, agents, servants, assignees, successors, insurers, indemnitees, attorneys, transferees, and/or representatives shall be deemed to have released Defendants, as well as any and all of their

current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, board members, shareholders, assigns, agents, trustees, administrators, executors, insurers, attorneys, and customers from any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorney fees (except as provided for in the Settlement Agreement), and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to the Action, including all claims that were brought or could have been brought in the Action.

13. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of any of the Released Claims.

14. The Court has also considered Plaintiff's Motion For Attorneys' Fees, Costs, Expenses, And Incentive Awards, as well as the supporting memorandum of law and declarations, and adjudges that the payment of attorneys' fees and costs in the amount of \$1,014,169.31 is reasonable. This award includes Class Counsel's unreimbursed litigation costs and expenses. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

15. The Court has also considered Plaintiffs' Motion, memorandum of law, and supporting declarations for an incentive award to Class Representatives Frederick Dawes, Ricardo Cubides and Laura Kanthal-Cubides and Additional Named Plaintiffs Natalie Tornese, Rita Sorrentino-Poggi, JoAnn McCloskey, Barbara Corrente, Anthony Corrente, Lisa Surowiec, Melissa Connolly, Dhalia Valle, Lewis Chewing, David Healey, Belle Rosenbloom, Maria Caro, Lisa Frohlich, John Frohlich, Rena Pudder, M.Z., Albert Raguseo, Robert Grun, Joshua Grun, Zachary Grun, Jill Grun, Christina Aiello, Attilio Aiello, Kimberly Aiello, Alyssa Sblendorio, Miriam Belanger, Kaitlin Stroud, Thomas Sanitate, and Katelyn Grabinsky. The Court adjudges that the payment of incentive awards in the amount of \$500 to each of the Class Representatives and \$250 for each of the Additional Named Plaintiffs to compensate them for their efforts and commitment on behalf of the Settlement Class is fair, reasonable, and justified under the circumstances of this case. Such payments shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

16. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

17. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Judgment and do not limit the rights of Settlement Class Members.

18. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

19. This Court hereby directs entry of this Final Judgment pursuant to New Jersey Court Rule 4-42 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment.

IT IS SO ORDERED, this 15th day of October, 2024.

/s/ Craig L. Wellerson  
HONORABLE CRAIG L. WELLERSON, P.J.Cv.

