MCHUGH V. EQUINOX, INC., INDEX NO. 911677-24
CARTER V. EQUINOX, INC. INDEX NO. 901198-25
(Supreme Court of Albany County, State of New York)

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of May, 2026, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Rossana McHugh and Andrea Carter (collectively, "Plaintiffs" or "Representative Plaintiffs"), individually and on behalf of all other similarly situated individuals (the "Settlement Class" or "Class Members," as defined below), by and through their counsel of record Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson & Garber LLP and David K. Lietz of Milberg PLLC ("Class Counsel"), on the one hand; and (ii) Defendant Equinox, Inc. ("Equinox" or "Defendant," and together with the Plaintiffs the "Parties"), by and through its counsel of record, Patrick Kennell of Kaufman Dolowich LLP ("Defendant's Counsel") on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

I. RECITALS

WHEREAS, on or around April 29, 2024, Equinox became aware of suspicious activity and potential unauthorized access to its network (the "Data Incident").

WHEREAS, after an investigation, on or about November 15, 2024, Defendant sent Plaintiffs and 21,565 other Data Breach victims a Notice of Data Security Incident letter (the "Notice Letter"), informing them of the Data Incident and that some individuals' Private Information may have been targeted, accessed, and acquired in the Data Incident.

WHEREAS, the Private Information may have included: names, addresses, dates of birth, Social Security numbers, driver's license numbers, health insurance information, medical treatment or diagnosis information, medication-related information, financial information, provider name, and MRN/patient ID.

WHEREAS, Plaintiffs are current/former patients of Defendant and are persons who received notice from Equinox that their Private Information may have been impacted by the Data Incident.

WHEREAS, after receiving the Notice Letter, Plaintiffs began filing suits arising out of the Data Incident on November 23, 2024 (the "Litigation"). Plaintiff Carter initially filed in federal court, but subsequently dismissed and re-filed the state court action for coordination of the two cases.

WHEREAS, the Parties began to discuss potential resolution very early, agreed to a private mediation, and extended all further deadlines in the cases until after the scheduled mediation.

WHEREAS, prior to mediation, the Parties engaged in informal discovery and exchanged detailed mediation statements.

WHEREAS, on December 8, 2025, the Parties participated in an all-day, arm's length mediation overseen by Steven Jaffe, Esq. of the Upchurch, Watson, White & Max law firm. Mr. Jaffe is an experienced and highly sought-after data breach mediator. The mediation was successful.

WHEREAS, the Complaints in the Litigation assert the following claims: (i) negligence; (ii) breach of implied contract; (iii) breach of fiduciary duty, and; (iv) unjust enrichment.

WHEREAS, Equinox denies each and every claim and contentions alleged by Plaintiffs against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies any and all allegations of fault, wrongdoing, damages or liability as alleged, or which could be alleged.

WHEREAS, the Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, Equinox denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Equinox with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses or arguments that Equinox has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the Parties' mutual desire to achieve a resolution of the Litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Equinox relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America and Canada against Equinox relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Equinox that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

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

1. "Agreement" or "Settlement" or "Settlement Agreement" means this agreement.

2. "Claims Administration" means the providing of notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (as defined below).

3. "Claims Administrator" means Angeion Group LLC ("Angeion"), a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

4. "Claims Deadline" means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is mailed to Settlement Class Members.

5. "Claim Form" means the form utilized by the Settlement Class Members to submit

a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit A** attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

6. "Claims Period" means the ninety (90) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

7. "Class Counsel" means Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson & Garber LLP and David K. Lietz of Milberg PLLC.

8. "Costs of Claims Administration" means all actual costs associated with or arising from Claims Administration.

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

10. "Data Incident" means the potential unauthorized access of certain information on Equinox's computer systems discovered on or about April 29, 2024, which gave rise to the Litigation.

11. "Effective Date" means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 76.

12. "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

13. "Final Fairness Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the New York C.P.L.R. and for the Court to determine whether to issue the Judgment.

14. "Judgment" means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Judgment, which Equinox must approve before filing.

15. "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

16. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes both the Short Notice and Long Notice.

17. "Notice Deadline" means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice.

18. "Objection Date" means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

19. "Opt-Out Date" means sixty (60) days after the Notice Deadline and is the date by

which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

21. "Plaintiffs" or "Class Representatives" or "Representative Plaintiffs" mean Rossana McHugh and Andrea Carter.

22. "Preliminary Approval Order" means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached hereto as **Exhibit C**.

23. "Private Information" means names, addresses, dates of birth, Social Security numbers, Driver's license numbers, health insurance information, medical treatment or diagnosis information, medication-related information. financial information, provider name, and/or MRN/patient IDs.

24. "Released Claims" shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all Indiana consumer protection statutes; violations of

any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against Equinox.

25. "Released Parties" means Equinox, Inc. and each of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents,

servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

26. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

27. "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

28. "Settlement Class" means all persons who were sent a Notice of Data Breach Letter from Defendant concerning the Data Incident discovered by Defendant on or around April 29, 2024. The Settlement Class specifically excludes: (i) Defendant Equinox, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

29. "Settlement Class List" means the list generated by Equinox containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class, which Equinox shall provide to the Claims Administrator within seven (7) days of entry of the Preliminary Approval Order and engagement of a Claims Administrator.

30. "Settlement Class Member(s)" or "Member(s)" means a Person(s) who falls within the definition of the Settlement Class.

31. "Settlement Fund" shall mean a non-reversionary common fund in the amount of $685,000.00.

32. "Settlement Website" means the website described in Paragraph 55(c).

33. "Settling Parties" means, collectively, Equinox and Plaintiffs, individually and on behalf of the Settlement Class.

34. "Short Notice" means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit D** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Fairness Hearing. The Short Notice shall also contain a "tear-off" summary claim form, with business reply mail (BRM) postage, that will allow Settlement Class Members to claim the pro rata cash payment and credit monitoring offered.

35. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602;

North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 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.**

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

36. "United States" as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

37. "Canada" as used in this Settlement Agreement includes all ten (10) provinces, the three (3) territories, and any other political subdivisions or jurisdictions under the sovereignty of Canada.

38. "Valid Claims" means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process.

III. SETTLEMENT BENEFITS

39. Settlement Fund. Defendant is responsible for making payment of the total sum of

$685,000.00, which shall constitute the entire Settlement Fund. Defendant shall not be required to pay any more money under this Settlement. An initial up-front amount, to be determined by the Settlement Administrator, shall be paid to the Settlement Administrator to cover the initial notice and administration costs, within thirty (30) days after the Court enters a Preliminary Approval Order. Defendant shall have the balance of the Settlement Fund deposited on or before the Effective Date.

40. The Settlement Fund shall be used to pay, in the following order: (1) all Settlement Administration Costs; (2) any Service Awards awarded to Class Representative; (3) any attorneys' fees and litigation expenses awarded to Class Counsel; and (4) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim.

41. The Settlement Fund shall be deposited in an appropriate qualified settlement fund (within the meaning of Treasury Regulation § 1.468 B-1) established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

42. <u>Settlement Class Member Benefits</u>. When submitting a Claim, Settlement Class Members may elect to receive both Documented Monetary Losses and a Pro Rata Cash Payment. Additionally, Settlement Class Members may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or elects to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

43. <u>Documented Monetary Losses</u>. Settlement Class Members may submit a Claim for

a cash payment under this paragraph for up to $5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after April 29, 2024 through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft which occurred after April 29, 2024; and (iii) unreimbursed bank fees, long distance phone charges, postage, or mileage at the prevailing IRS business use mileage rate for the year incurred for local travel which were incurred after April 29, 2024. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. 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 Claims 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 be treated as if he or she elected a Pro Rata Cash Payment only.

44. Pro Rata Cash Payment. In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of $100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after

payment of Settlement Administration Fees, Attorneys' Fees, Costs, and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

45. Credit Monitoring. In addition to electing any of the other benefits, Settlement Class Members may claim three (3) years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to $1,000,000.00, and fully managed identity recovery services.

46. Pro Rata Adjustments to Cash Payments. Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly. For purposes of calculating the pro rata increase or decrease, the Claims Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, before making any Pro Rata Cash Payments. Any pro rata increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

47. Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, Equinox has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. Equinox will detail these business practice changes to Class Counsel in a confidential declaration, that will be submitted to the Court for *in camera* review upon request.

48. Duties of Claims Administrator. The Claims Administrator shall perform the

functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

a) Administering and overseeing the Settlement funds provided by Equinox to pay Approved Claims;

b) Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

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

d) Providing Notice to Settlement Class Members via U.S. mail;

e) Establishing and maintaining the Settlement Website;

f) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

g) Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

h) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Equinox's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;

i) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and Equinox's Counsel a copy thereof immediately upon receipt. If the Claims Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Claims Administrator shall promptly provide copies thereof to Class Counsel and to Equinox's Counsel;

j) Working with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;

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

l) Providing bi-weekly or other periodic reports to Class Counsel and the Equinox's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

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

n) Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or Equinox's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

48. Limitation of Liability. The Parties, Class Counsel, and Equinox's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the

disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

49. Dispute Resolution for Claims. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in Paragraph 42 above; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Claims Administrator will consider (i) whether the timing of the loss occurred on or after April 29, 2024; and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in Equinox's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

50. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not

accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

51. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.

52. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days

of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

IV. SETTLEMENT CLASS CERTIFICATION

53. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If (1) the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, or (4) the settlement set forth in this Settlement Agreement is not approved by the Court, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

54. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia:*

a) certification of the Settlement Class for settlement purposes only;

b) preliminary approval of the Settlement Agreement as set forth herein;

c) appointment of Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson & Garber LLP and David K. Lietz of Milberg PLLC as Class Counsel;

d) appointment of Plaintiffs Rossana McHugh and Andrea Carter as Class Representatives;

e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto;

f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;

g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to

Exhibit C, attached hereto; and

h) appointment of Angeion as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

VI. NOTICE

55. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of NY CPLR 904 and constitutional due process requirements.

a) Within seven (7) days after the date of the Preliminary Approval Order, Equinox shall provide the Settlement Class List to the Claims Administrator.

b) The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail, to the extent mailing addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Prior to mailing, the Claims Administrator shall check and update all addresses through the National Change of Address ("NCOA") Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the claims deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard. The Claims Administrator shall also issue notice by publication by issuing a press release announcing the Settlement on or around the Notice Date.

c) The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Long Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys' fees, costs, and service awards; and motion for final approval.

d) A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries.

e) The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

f) At the discretion of Class Counsel, the Claims Administrator shall send a reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate is less than 3.0% forty-five (45) days prior to the Claims Deadline.

g) Before the Final Approval Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

Notice to the Settlement Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and a service award to each Class Representative, as approved by the Court, shall also be paid out of the Settlement Fund.

56. Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

VII. OPT-OUT PROCEDURES

57. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date.

58. All Persons who submit valid and timely Requests for Exclusion, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

59. In the event that within ten (10) days after the Opt-Out Date, there have been Requests for Exclusion totaling more than five hundred (500) individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

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

VIII. OBJECTION PROCEDURES

61. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in

the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Claims Administrator must be postmarked before or on the Objection Date.

62. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 61 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through process outlined in Paragraph 61.

IX. RELEASES

63. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, 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 are asserted.

64. Upon the Effective Date, Equinox 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 and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Equinox may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

65. Notwithstanding any term herein, neither Equinox nor their Released 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 of the Settlement Class Members and Plaintiffs' Counsel.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

66. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that Equinox would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to each Plaintiff as may be ordered by the Court.

67. Class Counsel may petition the court for attorneys' fees not to exceed one-third (1/3) of the Settlement Fund ($228,333.33), plus reimbursement of reasonable out-of-pocket litigation expenses. The motion for attorneys' fees, expenses, and service awards shall be filed no later than fourteen (14) days prior to the Objection and Opt-Out deadlines.

68. Subject to Court approval, Equinox has agreed not to object to a request for a service award in the amount of $2,500.00 to each of the two named Plaintiffs.

69. If awarded by the Court, the Claims Administrator shall pay the attorneys' fees, costs, expenses, and service awards to the Claims Administrator within fourteen (14) days after the Effective Date.

70. Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

XI. ADMINISTRATION OF CLAIMS

71. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by Equinox shall be deemed a Valid Claim.

72. Payment for Valid Claims shall be issued, via check or electronically (by preference of the Settlement Class Member), within thirty (30) days of the Effective Date, or within twenty-one (21) days of the date that the claim is approved, whichever is later.

73. All Settlement Class Members who fail to timely submit a claim for any benefits

hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

74. No Person shall have any claim against the Claims Administrator, claims referee, Equinox, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by Equinox to implement the Business Practice Changes.

75. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

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

b) the Court has entered the Preliminary Approval Order without material change;

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

d) Equinox has not exercised its option to terminate the Settlement Agreement;

e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein (and in substantially the same form as **Exhibit E**); and

f) the Judgment has become Final.

77. If all conditions specified in Paragraph 76(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

78. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid Requests for Exclusion ("Opt-Out List").

79. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Equinox shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XIII. MISCELLANEOUS

80. The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

81. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

82. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) 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 any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them

or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

83. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

84. This Agreement contains the entire understanding between Equinox and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Equinox provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between Equinox and Plaintiffs. Any agreements reached between Equinox, Plaintiffs, and any third party, are expressly excluded from this provision.

85. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

86. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

87. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

88. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original

executed counterparts shall be filed with the Court.

89. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

90. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

91. All dollar amounts are in United States dollars (USD).

92. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

93. All agreements made and orders entered during the course of the Litigation relating

to the confidentiality of information shall survive this Settlement Agreement.

94. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and Equinox each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

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

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

PLAINTIFFS:

____
Rossana McHugh, Plaintiff

Date: 5/12/2026

Andrea Carter
Andrea Carter, Plaintiff

Date: 4/30/2026

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: 5/13/2026

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David K. Lietz

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dlietz@milberg.com

Counsel for Plaintiffs and the Proposed Class

COUNSEL FOR DEFENDANT:

Date: 05/14/2026

Patrick Kennell
KAUFMAN DOLOWICH LLP
40 Exchange Place, 20th Floor
New York, NY 10005
Direct: 646 599 9420
Email: pkennell@kaufmandolowich.com

DEFENDANT EQUINOX, INC.:

Date: ______________________

____

Name
Title: ______________________

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: ____________________________

____
Todd S. Garber
FINKELSTEIN, BLANKINSHIP
FREI-PEARSON & GARBER, LLP
One North Broadway, Suite 900
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Counsel for Plaintiffs and the Proposed Class

COUNSEL FOR DEFENDANT:

Date: 05/14/2026

____
Patrick Kennell
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40 Exchange Place, 20th Floor
New York, NY 10005
Direct: 646 599 9420
Email: pkennell@kaufmandolowich.com

DEFENDANT EQUINOX, INC.:

Date: 04/29/26

____
Name Linda MacFarlane
Title: CEO

EXHIBIT A

Your claim must be submitted online or postmarked by: MONTH DD, 2026

CLAIM FORM FOR DATA INCIDENT SETTLEMENT

[Refiled Case Name]

Equinox

INSTRUCTIONS

This claim form should be filled out online or submitted by mail if you received a notification from Equinox, Inc. ("Equinox") related to a data incident disclosed by Equinox on or about April 29, 2024 (the "Data Incident"). If you wish to make a claim for credit monitoring services, documented monetary losses, lost time, or pro rata cash payment because of the Data Incident, fill out this claim form with the required documentation. You may receive a check and/or a code for credit monitoring services if the settlement is approved and if you are found to be eligible.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website __________ or call toll-free 1-XXX-XXX-XXXX for more information.

If you wish to submit a claim for a settlement payment or credit monitoring services, you need to provide the information and documentation requested below. Please type or print clearly in blue or black ink. This claim form must be submitted online OR mailed and postmarked by **XXXXXX XX, 2026**.

1. CLASS MEMBER INFORMATION

Provide your full name, present address, and either a phone number or e-mail address at which you may be contacted if necessary:

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number**

2. CREDIT MONITORING SERVICES

☐ **I would like to receive an enrollment code for Credit Monitoring Services.**

☐ **I do NOT want to receive an enrollment code for Credit Monitoring Services.**

3. PAYMENT ELIGIBILITY INFORMATION

Please review the settlement notice and Section III of the Settlement Agreement (available at *www.XXXXXXXXXXXXXX.com*) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Your claim must be submitted online or postmarked by: MONTH DD, 2026	**CLAIM FORM FOR DATA INCIDENT SETTLEMENT** *[Refiled Case Name]*	**Equinox**

Check the box for each category of out-of-pocket expenses or lost time that you reasonably incurred/experienced as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in **bold type** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). You may not claim the same out-of-pocket expenses or lost time in more than one category.

a. Compensation for Documented Monetary Losses:

☐ **Monetary expenses reasonably incurred as a result of the Data Incident.**

Examples – (i) out of pocket credit monitoring costs that were incurred on or after July 2, 2023 through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or mileage at the prevailing IRS business use mileage rate for the year incurred for local travel.

If you are seeking reimbursement for fees, expenses, or charges, please attach a copy of a statement from the company that charged you, or a receipt for the amount you incurred.

If you are seeking reimbursement for credit reports, credit monitoring, or another identity theft insurance product purchased between June 21, 2023 and the Claims Deadline, please attach a copy of a receipt or other proof of purchase for each credit report or product purchased. *(Note: By claiming reimbursement in this category, you certify that you purchased the credit monitoring or identity theft insurance product because of the Data Incident and not for any other reason).*

You may mark out any information that is not relevant to your claim before sending in the documentation.

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
TOTAL AMOUNT CLAIMED:	

Your claim must be submitted online or <u>postmarked by</u>: MONTH DD, 2026	**<u>CLAIM FORM FOR DATA INCIDENT SETTLEMENT</u>** *[Refiled Case Name]*	**Equinox**

<u>b. Pro Rata Cash Payment: In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of $100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees, Costs, and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.</u>

□ **YES, I claim a pro rata cash payment currently estimated to be $100.**
NO, I do not wish to claim a pro rata cash payment.

4. PAYMENT SELECTION.

Please select **<u>one</u>** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

☐ **PayPal** - Enter your PayPal email address: ____

☐ **Venmo -** Enter the mobile number associated with your account: __ __ __-__ __ __-__ __ __ __

☐ **Zelle -** Enter the mobile number or email address associated with your account: ____________________

☐ **Virtual Prepaid Card -** Enter your email address: __________________________________

☐ **Physical Check -** Payment will be mailed to the address provided in Section I above.

5. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

___________________________	______________________________	____________________
Signature	Printed Name	Date

6. MAIL YOUR CLAIM FORM.

This claim form must be submitted online or postmarked by _________**, 2026** and mailed to: Equinox Data Incident, c/o Settlement Administrator, [address].

EXHIBIT B

Notice of Proposed Class Action Settlement
Equinox, Inc. Data Incident

This is not a solicitation from a lawyer. The New York Supreme Court, Albany County, authorized this Notice.

- A proposed Settlement has been reached with Equinox, Inc. ("Equinox") arising out of the potential unauthorized access to and the acquisition of Private Information from on or about April 29, 2024 ("Data Incident"). Impacted Private Information includes names, addresses, dates of birth, Social Security numbers, Driver's license numbers, health insurance information, medical treatment or diagnosis information, medication-related information. financial information, provider name, and MRN/patient ID.
- If you reside in the United States and were sent a notice by Equinox that your Private Information may have been impacted by the Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Equinox has agreed to pay: (1) Settlement Class Member Benefits for Settlement Class Members who submit Valid Claims; (2) attorneys' fees, and costs awarded by the Court to Class Counsel; (3) Service Awards awarded by the Court to the Class Representatives and (4) all Settlement Administration costs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM **DEADLINE: DATE**	Submitting a Claim Form is the only way that you can receive any of the Settlement Class Member Benefits provided by this Settlement, including Credit Monitoring and cash compensation. If you submit a Claim Form, you will give up the right to sue Equinox and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE: DATE**	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Equinox or other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Class Member Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT **DEADLINE: DATE**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive Settlement Class Member Benefits.
GO TO THE FINAL APPROVAL HEARING **DATE**	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are not required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Class Member Benefits and you will give up your rights to sue Equinox and other Released Parties for the Claims this Settlement resolves.

- These rights and options**—and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The cases are known as *McHugh v. Equinox, Inc*., Index No. 911677-24 (Sup. Ct. Albany Cty.); *Carter v. Equinox, Inc*., Index No. 901198-25 (Sup. Ct. Albany Cty.) (collectively, the "Litigation"), in the Supreme Court of the State of New York in Albany County. The people who filed this lawsuit and are now moving to settle the Litigation are called the "Plaintiffs" and the company they sued, Equinox, Inc., is called the "Defendant."

2. What is this lawsuit about?

On or about April 29, 2024, Equinox became aware of suspicious activity and potential unauthorized access to its network, and in response launched an investigation revealing that cybercriminals unlawfully accessed individuals' Private Information. When Equinox became aware of the Data Incident, outside advisors and cybersecurity experts were retained to assist in the evaluation of the Data Incident, and law enforcement was notified. Equinox thereafter notified individuals that their Private Information may have been impacted by the Data Incident.

3. Why is this a class action?

In a class action, one or more people called the "Plaintiffs," or "Class Representatives," sue on behalf of all people who have similar claims. Together, all of these people are called a "class" or "class members." One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The named Plaintiffs who are the settling Plaintiffs in this case are Rossana McHugh and Andrea Carter. They are also referred to as the Class Representatives.

4. Why is there a Settlement?

Plaintiffs and Defendant disagree over the legal claims made in the Litigation. Defendant denies the claims alleged in the Litigation or that it did anything wrong. The Litigation has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant (collectively referred to as the "Parties"). Further, no court or other judicial entity has made any judgment or other determination that Defendant has done anything wrong. Instead, the Parties have agreed to settle the Litigation and agree that the Settlement Agreement offers significant benefits to all Settlement Class members and is fair, reasonable, adequate, and in the best interest of Plaintiffs and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all living individuals residing in the United States who were sent a notice by Equinox that their Private Information may have been impacted in the Data Incident.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement does not include: (a) Equinox, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff; and (c) persons who opt-out of the Settlement.

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 the Settlement Website at WEBSITE, or call toll-free 1-XXX-XXX-XXXX. You may also email the Settlement Administrator at EMAIL.

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

The Settlement will provide Settlement Class members with the opportunity to make a Claim for cash payment. Settlement Class members may also make a claim for Credit Monitoring for up to 3 years.

CASH PAYMENT: Includes (i) up to $5,000.00 for documented monetary losses incurred as a result of the Data Incident, and/or (ii) approximately $100.00 pro rata cash payment.

<u>DOCUMENTED MONETARY LOSSES</u>: Settlement Class Members may submit a Claim for a cash payment under this paragraph for up to $5,000.00 per Settlement Cass Member upon presentment of documented losses related to the Data Incident.

To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident.

Settlement Class Members will be required to submit **<u>reasonable documentation</u>** supporting the losses. Documented Monetary Losses may include but are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after July 2, 2023 through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or mileage at the prevailing IRS business use mileage rate for the year incurred for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary.

Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. 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 Claims 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 be treated as if he or she elected a Pro Rata Cash Payment only.

<u>PRO RATA CASH PAYMENT</u>: In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of $100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees, Costs, and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

<u>CREDIT MONITORING SERVICES</u>: In addition to electing any of the other benefits, Settlement Class Members may claim three (3) years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to $1,000,000.00, and fully managed identity recovery services.

9. What if there are Excess or Insufficient Funds in the Settlement Fund to Pay all Valid Claims?

Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly. For purposes of calculating the pro rata increase or decrease, the Claims Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, before making any Pro Rata Cash Payments. Any pro rata increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

10. Are there other Settlement Class Member Benefits?

Equinox has given Plaintiffs assurances that it has undertaken or will undertake reasonable steps to further secure its systems and environments. Equinox has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. Equinox will detail these business practice changes to Class Counsel in a confidential declaration, that will be submitted to the Court for in camera review upon request.

11. What am I giving up in order to receive a Settlement Class Member Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders 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 Equinox and the other Released Parties about the legal issues in the Litigation, resolved by this

Settlement, and released by the Settlement Agreement and Releases. The specific rights you are giving up are called Released Claims (*see* next question).

12. What are the Released Claims?

Released Claims include 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.

More information is provided in the Settlement Agreement and Releases, which is available at WEBSITE.

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Class Member Benefits?

Visit WEBSITE to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**. Settlement Class Members can also complete and submit the Claim Form that was included with the Notice that was mailed to them.

Settlement Class Members can also request a Claim Form by calling toll-free 1-XXX-XXX-XXXX or by writing to the Settlement Administrator.

Mail: Equinox Settlement Administrator, Attn: Claim Request, Address

Email: EMAIL

14. Where do I send my completed Claim Form?

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at: Equinox Settlement Administrator, Attn: Claim Form Submissions, Address. Remember, Claim Forms submitted by mail must be postmarked no later than **DATE**.

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

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

16. When and how will I receive the Settlement Class Member Benefits?

The Settlement Administrator will work with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date for Settlement Class Members who request Credit Monitoring Services.

Settlement Payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Class Member Benefits can be issued. Please be patient and check WEBSITE for updates.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes, the Court has appointed Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP and David K. Lietz of Milberg PLLC 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 and expense if you want someone other than Class Counsel to represent you in this Litigation.

18. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees not to exceed one-third (1/3) of the Settlement Fund ($228,333.33), plus reimbursement of reasonable out-of-pocket litigation expenses. The Class Representatives may seek a Service Award of up to two thousand five-hundred dollars ($2,500.00) each, for an aggregate total of five thousand dollars ($5,000), subject to Court approval, for their participation in this Litigation and efforts in achieving the Settlement. If awarded, these amounts will be separate and apart from any other benefits available to the Settlement Class Representatives and Participating Settlement Class Members. The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue Equinox and/or the other Released Parties on your own based on the claims raised in the Litigation or released by 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.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion to the Settlement Administrator. The Request for Exclusion must be in writing and identify the case name, *McHugh v. Equinox, Inc*., Index No. 911677-24 (Sup. Ct. Albany Cty.); *Carter v. Equinox, Inc.*, Index No. 901198-25 (Sup. Ct. Albany Cty.), include your full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that indicates you do not wish to participate in the Settlement at the top of the communication.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than the Opt-Out Deadline which is DEADLINE:

Equinox Settlement Administrator
Attn: Exclusion Requests
P.O. Box TK
City, State, Zip

You cannot exclude yourself by telephone or by email.

20. If I exclude myself, can I still receive Settlement Class Member Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Class Member Benefits if you stay in the Settlement and submit a valid Claim Form.

21. If I do not exclude myself, can I sue Equinox for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Equinox and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Litigation to start or continue with your own lawsuit or be part of any other lawsuit against Equinox or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

22. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. For an objection to be considered by the Court, the objection must also set forth:

a) the name of the Litigation;
b) the Participating Settlement Class Member's full name, current mailing address, and telephone number;
c) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
d) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
e) the identity of any attorneys representing the objector;
f) a list of all instances in the past five years in which he or she and his or her counsel objected to other proposed class action settlements, including the caption of each case in which the objector or his or her counsel has made such an objection with a copy of any orders related to or ruling upon such prior objections that were issued by the trial and appellate courts in each listed case;
g) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of Equinox Data Incident);
h) a statement regarding whether the Participating Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and
i) the signature of the Participating Settlement Class Member or the Participating Settlement Class Member's attorney.

Class Counsel and/or Equinox's Counsel may conduct limited discovery on any objector or objector's counsel consistent with the Civil Practice Law and Rules, and respond in writing to the objections prior to the Final Approval Hearing.

For an objection to be considered, it must be filed with the Court no later than **DEADLINE**. Copies of the objection sent to Class Counsel, Defendant's Counsel, and the Settlement Administrator must be mailed with a postmark date no later than **DEADLINE**.

Court
Supreme Court of the State of New York, Albany County 16 Eagle Street, Albany, New York 12207

Class Counsel	**Class Counsel**
Todd S. Garber Finkelstein, Blankinship, Frei-Pearson & Garber, LLP One North Broadway, Suite 900 White Plains, NY 10601	David K. Lietz Milberg PLLC 5335 Wisconsin Ave., NW, Suite 440 Washington, DC 20015
Defendant's Counsel	**Settlement Administrator**
Patrick M. Kennell Kathleen A. Mullins KAUFMAN DOLOWICH, LLP 40 Exchange Place – 20th Floor New York, New York 10005	Equinox Settlement Administrator Attn: Objections P.O. Box TK City, State, Zip

23. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check WEBSITE for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees and Costs, and the Service Award for the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

25. Do I have to come to 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 submitted a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

26. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 22). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Class Member Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Equinox or any of the other Released Parties about the legal issues in the Litigation and released by the Settlement Agreement.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at WEBSITE. You may also contact the Settlement Administrator by mail or email:

Mail: Equinox Settlement Administrator, Address.

Email: Email Address

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

ROSSANA MCHUGH, on behalf of herself and all other similarly situated, Plaintiff, v. EQUINOX, INC., Defendant.	INDEX NO. 911677-24
ANDREA CARTER, on behalf of herself and all others similarly situated, Plaintiff, v. EQUINOX, INC., Defendant.	INDEX NO. 901198-25

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

Plaintiffs Rossana McHugh and Andrea Carter ("Plaintiffs") having moved for preliminary approval of their proposed class action settlement ("Settlement") with Defendant Equinox, Inc., ("Defendant" or "Equinox"), including granting preliminary approval for settlement purposes, and setting the Final Approval Hearing no earlier than 120 days after the entry of the Preliminary Approval Order (NYSCEF No. ___);

NOW, upon the reading of Plaintiffs' notice of motion for preliminary approval of class action settlement, Plaintiffs' memorandum of law in support thereof; the declaration of Todd S. Garber (the "Garber Decl."), with exhibits, on behalf of Plaintiffs in support thereof; and

WHEREAS, two putative class actions are pending before the Court entitled *McHugh v. Equinox, Inc.*, Index No. 911677-24 (Sup. Ct. Albany Cty.) and *Carter v. Equinox, Inc.*, Index No. 901198-25 (Sup. Ct. Albany Cty.) (collectively, the "Litigation");

WHEREAS, Plaintiffs (also referred to as "Class Representatives"), for themselves and on behalf of the Settlement Class, and Equinox, have agreed to settle Plaintiffs' claims related to a data incident allegedly occurred on Equinox's computer network (the "Data Incident");

WHEREAS, the Parties' Settlement Agreement and Release ("Settlement Agreement"), 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 Defendant for the claims of the Settlement Class upon the terms and conditions set forth in the Settlement agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

WHEREAS, capitalized terms not otherwise defined herein have the meanings set forth in the Settlement; and

WHEREAS, Class Counsel has provided exemplary representation that thoroughly and adequately represents the interests of the Class Members; and

WHEREAS, the Class Settlement provides fair compensation to the Class Members; and

WHEREAS, public policy considerations, including public policy in favor of resolving numerous potential individual claims in one class action case, favor preliminary approval of the Settlement; and

Upon due deliberation having been had, and the Court having found that the Settlement Agreement, (i) is the product of extensive, arm's-length negotiations; and (iii) contains no obvious deficiencies, it is hereby

ORDERED that the Court has jurisdiction over the subject matter of the Action, the Plaintiffs, the Settlement Class Members, and Defendant, and venue is proper;

ORDERED pursuant to CPLR 9, the Court preliminarily certifies, for settlement purposes only, a Class consisting of all individuals who were mailed a notification by or on behalf of Equinox regarding the Data Incident, excluding (i) Defendant Equinox, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff; and (iii) all Settlement Class Members who timely and validly submit a Request for Exclusion.

ORDERED that the Court hereby appoints Plaintiffs as Settlement Class Representatives;

ORDERED that the Court determines that Todd Garber of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP and David K. Lietz of Milberg PLLC have provided excellent representation to the class, and appoints those firms as class counsel;

ORDERED that the Court preliminarily finds that the requirements for class certification under CPLR 9 are satisfied for the reasons set forth in Plaintiffs' Motion for Preliminary Approval. For the purposes of the Settlement, the Court finds that the proposed Class is ascertainable and that the requirements of numerosity, commonality, typicality, and adequacy of representation are satisfied. The Court further finds preliminarily that, for the purposes of the settlement, there are predominant common questions of fact or law and that the Settlement is a superior means of resolving the Class Members' claims rather than individual suits;

ORDERED that the Settlement Agreement is preliminarily approved; and it is further

ORDERED that the proposed Class Notice, attached as Exhibits A-C to the Settlement Agreement, is approved and shall be distributed to the Class in accordance with the Settlement Agreement; and it is further

ORDERED that, upon passage of the deadline for opt-out requests and objections, Class Counsel shall promptly file a motion for final approval of the proposed settlement, the proposed service awards, and the proposed attorney's fees and cost awards; and it is further

ORDERED that the Final Approval Hearing shall take place on ___________ or that the Class shall be notified of the date for the hearing on the motion for Final Approval after that date is determined by the Court; and it is further

ORDERED that this Order may be filed without further notice with the Clerk of the Court.

Date: _________________
Albany, NY

____
Justice

EXHIBIT D

LEGAL NOTICE
ONLY TO BE OPENED BY THE INTENDED RECIPIENT

A court has authorized this Notice.

This is not a solicitation from a lawyer.

Equinox Settlement Administrator
[insert address]

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

If Your Personal Information Was Potentially Exposed in a Data Incident Involving Equinox, Inc.,
You May Be Eligible for Benefits from a Class Action Settlement.
PLEASE VISIT [InsertWebsiteLink] FOR MORE INFORMATION.

Why am I receiving this notice? A class action settlement in the cases entitled *McHugh v. Equinox, Inc., and Carter v. Equinox, Inc.,* in the Supreme Court of the State of New York, Albany County (the "Action"), has been reached between the Plaintiffs and Defendant Equinox, Inc. ("Equinox"). The case concerns a data incident disclosed by Equinox on or about April 29, 2024 (the "Data Incident"). You are receiving this notice because Equinox's records show that your personal information was potentially compromised as a result of the Data Incident. **The records show that you may be a member of the Settlement Class, defined below.**

Who's Included in the Settlement Class? The Settlement Class includes all natural persons in the United States who were mailed a notification by or on behalf of Equinox regarding the Data Incident, except for certain excluded persons, including, (a) Equinox, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff; and (c) persons who opt-out of the Settlement (please see the Settlement Website for further details).

What are the Settlement benefits? The Settlement provides for payments to people who submit valid claims for: (i) up to $5,000.00 for documented monetary losses incurred as a result of the Data Incident, (ii) approximately $100.00 pro rata cash payment, and (iii) 36 months of one-bureau credit monitoring services. Please visit URL for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is Month DD, 2026.

What are my options? To receive payment, you much submit a Claim Form by Month DD, 2026. The Claim Form can be found on the website URL. If you do not want to be legally bound by the Settlement, you must **opt out** of the Settlement by Month DD, 2026. If you want to **object** to the Settlement, you must file an objection by Month DD, 2026. The Long Form Notice available on the Settlement Website explains how to submit a Claim Form, opt out, or object.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing on Month DD, 2026, to consider whether to approve the Settlement, a request for attorneys' fees, costs, and expenses for Plaintiffs' counsel, and service awards for the Settlement Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but it is not required. More information is available on the website.

For more information, please visit URL, call toll-free XXX-XXX-XXXX, or scan the QR code: [QR CODE]

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. [INSERT]

POSTAGE WILL BE PAID BY ADDRESSEE

«**BARCODE**»

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

EQUINOX POSTCARD CLAIM FORM

Complete this Claim Form if you want to receive Credit Monitoring Services and/or a *Pro Rata* Cash Payment. Claims must be postmarked no later than **Month xx, 2026**.

If you want to receive a **Documented Monetary Losses Payment**, you MUST submit a Claim Form online or use the full Claim Form on the Settlement Website [WEBSITE URL].

You may claim both a *Pro Rata* Cash Payment and Credit Monitoring. Check the box next to each benefit(s) you are claiming:

☐ **Credit Monitoring Services**: I want to receive three (3) years of Credit Monitoring.
Please send my activation code to the following email address:___________________________________

☐ ***Pro Rata* Cash Payment**: I want to receive a *Pro Rata* Cash Payment (approx. $100*).
*Final amount to be determined after all valid Claim Forms are submitted.

Select one of the following payment options to receive your cash payment and provide the mobile number or email address that is associated with the payment method you selected.

☐ **PayPal** ☐ **Venmo** ☐ **Zelle** ☐ **Virtual Prepaid Card*** ☐ **Check****

Mobile Number or Email Address: ____

**Provide the email address you want the Credit Monitoring activation code sent to. **Payment will be mailed to the address listed in the top left corner of this Claim Form.*

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: ____________________________ Date (MM/DD/YYYY): __ __ / __ __ / __ __ __ __

«**BARCODE**»