UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

NICHOLE JACOBSEN, KATHERINE KING, DEBORAH DALRYMPLE, LAURA PHILLIPS, and JEFFREY HUNTER, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

LONG ISLAND COMMUNITY HOSPITAL, ROBERT SCHWARZ, ERNEST PATRICK SMITH, LISA ROSE, RICHARD MARGULIS, JAMES MAIORINO, WALTER LADICK, MARK MULHOLLAND, MARC ADLER, and FREDERICK C. BRAUN, III,

Defendants.

Case No. 2:24-cv-00386-GRB-ST

ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT AND PROVIDING FOR NOTICE

WHEREAS, the above-captioned action is pending before this Court (the "Action");

WHEREAS, Plaintiffs Nichole Jacobsen, Katherine King, Deborah Dalrymple, Laura Phillips, and Jeffrey Hunter ("Plaintiffs" or "Class Plaintiffs"), on behalf of themselves and all Class Members, and Defendants Long Island Community Hospital, Robert Schwarz, Ernest Patrick Smith, Lisa Rose, Richard Margulis, James Maiorino, Walter Ladick, Mark Mulholland, Marc Adler, and Frederic C. Braun, III ("Settling Defendants") (altogether, the "Parties") have applied under Fed. R. Civ. P. 23(e) for an order preliminarily approving the Settlement of this Action, in accordance with a Settlement Agreement dated August 19, 2026 (the "Settlement Agreement" or the "Agreement"), which, together with the Exhibits annexed thereto, sets forth the

terms and conditions for a proposed Settlement of the Action between the Parties and for dismissal of the Action with prejudice against all Settling Defendants upon the terms and conditions set forth therein; and

WHEREAS, the Court has read and considered the Settlement Agreement and the Exhibits annexed thereto;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and hereby preliminarily approves the Settlement set forth therein, subject to further consideration at the Final Approval Hearing. Unless otherwise defined, all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

2. Pursuant to Fed. R. Civ. P. 23(a) and (b)(1), the Court preliminarily certifies, for purposes of settlement only, the following Settlement Class:

> All Persons, including Beneficiaries and Alternate Payees, who participated in the Brookhaven Memorial Hospital Medical Center DBA Long Island Community Hospital Retirement Savings Plan (the "Plan") at any time during the Class Period, January 18, 2018 through the date the Preliminary Approval Order is entered by the Court, both dates inclusive, and were invested in any of the following investments at any time during the Class Period: Janus Henderson Enterprise Fund (T), MFS New Discovery Value Fund (R3), John Hancock Disciplined Value Mid Cap Fund (I), American EuroPacific Growth Fund (R4), Dreyfus Strategic Value Fund (I), or the Prudential Guaranteed Income Fund. Excluded from the Settlement Class are the Settling Defendants; members of their immediate families; any past and present predecessors, successors, members, employees, officers, directors, trustees, and affiliates of Long Island Community Hospital during the Class Period; and the successors, heirs, and assigns of any excluded Person;

3. For settlement purposes, the Court hereby preliminarily approves the appointment of Plaintiffs Nichole Jacobsen, Katherine King, Deborah Dalrymple, Jeffrey Hunter and Laura Phillips as class representatives.

4. For settlement purposes, the Court hereby preliminarily approves the appointment of Pomerantz LLP as Class Counsel.

5. The Court preliminarily finds that the Settlement resulted from arm's-length negotiations and is sufficient to warrant the appointment of the Settlement Administrator, the distribution by mail and otherwise of the Notice of the Settlement to Class Members, and a full hearing on the Settlement.

6. The "Final Approval Hearing" shall be held before this Court on January 8, 2027 at 12:00 p.m., at the United States District Court, Eastern District of New York, Courtroom 910, 100 Federal Plaza, Central Islip, NY 11722, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; to determine whether the Final Order as provided in the Settlement should be entered; to determine whether the proposed Plan of Allocation should be approved; to determine any amount of fees, costs and expenses that should be awarded to Class Counsel for their efforts, and any compensatory awards that should be awarded to Plaintiffs for their service to the Settlement Class; to hear any objections by Class Members to the Settlement Agreement, Plan of Allocation, or any award of fees and expenses to Class Counsel or compensatory award to Plaintiffs; to approve any Administrative Expenses incurred to date and a reserve for anticipated future Administrative Expenses; and to consider such other matters as the Court may deem appropriate.

7. Pursuant to Fed. R. Civ. P. 23(c), the Court appoints for settlement purposes only the firm of RG/2 Claims Administration LLC (the "Settlement Administrator") to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Within twenty-one (21) days after the Court enters a Preliminary Approval Order, Defendants and the Plan's Recordkeeper shall provide the Settlement Administrator information sufficient to identify Class Members as provided in the Settlement Agreement;

(b) The Court hereby approves, as to form and content, the Notice of Proposed Settlement of Class Action, Motion for Attorneys' Fees and Costs, and Final Approval Hearing (Exhibit B), and the Short Form Notice (Exhibit A), substantially in the forms annexed to the Settlement Agreement, and directs that no more than thirty days (30) days after being provided the required information concerning the Class Members by the Plan's Recordkeeper and/or Settling Defendants, Class Counsel, through the Settlement Administrator, shall cause a copy of the Short Form Notice in the form set forth in Agreement Exhibit A to be mailed by First-Class Mail to all Class Members who can be identified with reasonable effort. Class Counsel shall also cause a copy of the Long Form and Short Form Postcard Settlement Notices to be posted on the Settlement Website, and a link to the Settlement Website shall also appear on Class Counsel's website. Any changes to the Settlement Agreement, future orders regarding the Settlement, modifications to the Class Notice, changes in the date or timing of the Final Approval Hearing, or other modifications to the Settlement, including the Plan of Allocation, may be provided to the Class through the Settlement Website without requiring additional mailed notice.

8. The form and content of the notice program described herein, and the methods set forth herein for notifying the Settlement Class of the Settlement and its terms and conditions, any application for fees and expenses to Class Counsel or compensatory award to Plaintiffs, and the Plan of Allocation:

a. Constitute the best notice practicable to Settlement Class Members under the circumstances of this Action and pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure;

b. Are reasonably calculated, under the circumstances, to apprise Class Members of: (i) claims in the Action; (ii) the proposed Settlement of this

Action, including Class Counsel's intention to seek compensation from the Settlement Fund their Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards; (iii) their right to object to any aspect of the proposed Settlement; (iv) their right to appear at the Final Approval Hearing, either on their own or through counsel hired at their own expense; and (v) the binding effect of the proceedings, rulings, orders, and judgments in this Action, whether favorable or unfavorable, on all Persons not excluded from the Settlement Class;

c. Are reasonable and constitute due, adequate and sufficient notice to all Persons entitled thereto; and

d. Comply fully with the requirements of Federal Rule of Civil Procedure 23, the Constitution of the United States, and any other applicable law.

9. No later than thirty (30) calendar days following the entry of this Preliminary Approval Order, the Settlement Administrator shall cause the Settlement Website to be published on the Internet. Former Participants must submit a Former Participant Rollover Form to the Settlement Administrator by a date no later than fourteen (14) calendar days before the Final Approval Hearing in order to be eligible for a rollover.

10. All Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable, to the Settlement Class.

11. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Class Counsel.

12. Any Class Member and any other interested Person may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, either in support of or in opposition to the matters to be considered at the hearing, provided, however, that no Person shall be heard, and no papers, briefs, or other submissions shall be considered by the Court in connection to such matters, unless no later than thirty (30) days before the Final Approval Hearing, such Person files with the Court a statement of objection setting forth: (i) whether the Person is a Class Member; (ii) the part(s) of the Settlement Agreement to which the Class Member or interested Person objects; and (iii) the specific reason(s), if any, for such objection including any legal support the Class Member or interested Person wishes to bring to the Court's attention and any evidence the Class Member or interested Person wishes to introduce in support of such objection. Objection materials must be sent to the following:

CLASS COUNSEL:

Gustavo F. Bruckner
Samuel J. Adams
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SETTLING DEFENDANTS' COUNSEL

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Michael Bornhorst
MAYER BROWN LLP
71 South Wacker Drive
Chicago, IL 60606
(312) 782-0600
mbornhorst@mayerbrown.com

COURT

Clerk of the Court
United States District Court for the New York Eastern District
Alfonse M. D'Amato
U.S. Courthouse at 100 Federal Plaza
Central Islip, NY 11722

13. Any member of the Settlement Class who does not make their objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement, to the Plan of Allocation, to Attorneys' Fees and Costs, and to the Case Contributory Award, unless otherwise ordered by the Court.

14. Any party may file a response to an objection by a Class Member at least seven (7) calendar days before the Final Approval Hearing.

15. Attendance at the Final Approval Hearing is not necessary. Persons wishing to be heard orally in opposition to approval of the Settlement, the Plan of Allocation, Attorneys' Fees and Costs application, or to the Case Contributory Award, are required to indicate in their written objection their intention to appear at the Final Approval Hearing and file a notice to appear at least fifteen (15) days before the Final Approval Hearing. Class Members do not need to appear at the Final Approval Hearing or take any action if they do not oppose any aspect of the Settlement.

16. The Court reserves the right to alter the time or the date of the Final Approval Hearing without further notice to the Class Members. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

17. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement and/or further order(s) of the Court. There shall be no distribution of any part of the Net Settlement Fund to the Settlement Class until the Plan of Allocation is finally approved, and until the Order and Final Judgment becomes Final.

18. All papers in support of the Settlement, Plan of Allocation, Attorneys' Fees and Cost award, and the Case Contributory Award shall be filed and served no later than forty five (45) days before the Final Approval Hearing, and any reply papers shall be filed and served no later than twenty one (21) days before the Final Approval Hearing.

19. The Settling Defendants, their counsel, and their insurers shall have no responsibility for the Plan of Allocation or any fee and expense Application by Class Counsel or compensatory awards to the Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

20. At or after the Final Approval Hearing, the Court shall determine whether the Plan of Allocation, any fee and expense Application proposed by Class Counsel, and any compensatory awards sought by Class Plaintiffs should be approved.

21. All reasonable expenses incurred in identifying and notifying Class Members and administering the Settlement Fund shall be paid as set forth in the Settlement Agreement. In the event the Court does not approve the Settlement, or it otherwise fails to become effective,

Administrative Expenses incurred prior to the termination shall be paid first from the interest earned, if any, on the Qualified Settlement Fund. Administrative Expenses in excess of the interest earned on the Qualified Settlement Fund shall be split evenly and paid by Class Counsel, on the one hand, and Defendants, on the other hand.

22. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the approval of the Settlement Agreement, and this Order, are not and shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or an admission of any kind by any of the Parties of: (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action, any other litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative proceeding, or other forum, or (ii) any liability, responsibility, fault, wrongdoing, or otherwise of the Parties or a Released Party. Settling Defendants have denied and continue to deny the claims asserted by Plaintiffs. Nothing contained herein shall be construed to prevent the Parties from offering the Settlement Agreement into evidence for the purposes of enforcement of the Settlement Agreement.

23. The Settling Defendants, the Released Parties, Plaintiffs, Class Members, and each of their counsel may file the Settlement Agreement and/or the Final Order in any action that may be brought against them in order to support a defense or counterclaim based on the 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.

24. All proceedings in the Action are stayed, save for those related to and necessary for the Court's consideration of and decisions regarding the Settlement. Pending final determination

of whether the Settlement should be approved, Plaintiffs and any Class Member, either directly, representatively, or in any other capacity, shall not commence or prosecute against any of the Settling Defendants, the Released Parties, or the Plan any action or proceeding in any court or tribunal asserting any of the Released Claims.

25. In the event that the Settlement Agreement is terminated pursuant to its terms or is not approved in all material respects by the Court, or such approval is reversed, vacated, or modified in any material respect by this or any other court, then the Parties and Class Members will be restored to their respective positions immediately before the execution of the Settlement Agreement, this Action shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered, any order entered by the Court pursuant to the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and no reference to the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

IT IS SO ORDERED.

DATED: SEPTEMBER 24, 2026

/s

THE HON. STEVEN L. TISCIONE
UNITED STATES MAGISTRATE JUDGE