

# Exhibit E

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**If Henry Schein, Inc. (“Defendant”) Notified You Of A Data Breach, You May Be Eligible For Benefits From A Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Notice.*

- A proposed \$2,900,000 Settlement has been reached in a class action lawsuit known as *Lucisbel Cruz-Bermudez and Helmut Becker v. Henry Schein, Inc.*, Case No. 2:24-cv-00387-BMC (“Litigation”), filed in the United States District Court for the Eastern District of New York.
- This Litigation alleges that in September 2023, Defendant suffered a data breach impacting certain company systems (the “Data Breach”). The Data Breach was found to have compromised private and personally identifying information stored in Defendant’s files including names, addresses, phone numbers, email addresses, photographs, dates of birth, demographic information, background information, government-issued identification numbers, Social Security Numbers, driver’s license numbers, state identification numbers, passport numbers, financial information, bank account information, credit card numbers, loan information, medical history, medical treatment, insurance information, employment information, and IP addresses (“Personal Information”). The information of approximately 166,432 people was accessed as a result of this Data Breach. Defendant disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Class Members can receive the following benefits from the Settlement: All Class Members are eligible to recover compensation for up to \$4,000 of their unreimbursed Out-of-Pocket Losses, that were incurred between (Claims Period), as a direct result of the Data Breach.
  - Reimbursement Claim:
    - **Compensation for Out-of-Pocket Losses:** All Class Members are eligible to recover compensation for up to \$4,000 per person for Out-of-Pocket Losses incurred as a result of the Data Breach, including: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breach through the date of the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
  - **Cash Fund Payment:** All Class Members may also make a claim for a pro rata cash payment from the Settlement Fund. The amount of the pro rata cash payment is estimated to be \$50 per claimant. This amount of the cash payment may increase or decrease based upon the number of claims approved. The pro rata Cash Fund payments will evenly distribute the net amount of the \$2,900,000 Settlement Fund, after payment of all Approved Claims for Out-of-Pocket Losses, Notice and Administrative Expenses, and any award of attorneys’ fees, expenses, and Service Awards (“Fee Award and Expenses”).
- Included in this Settlement as a Class Member are:
  - All individuals whose Personal Information was compromised in the Data Incident and who do not elect to be excluded from the Class by filing a timely Request for Exclusion in accordance with the requirements set forth in the Preliminary Approval Order and the Notice.
  - Excluded from the Class are: (1) the judge presiding over this Action, and members of his direct family; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parent companies have a controlling interest and their current or former officers and directors; and (3) Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

**YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT**

**Submit a Claim Form**

**You must submit a valid Claim Form to receive benefits from this Settlement.**

Claim Forms must be submitted online or mailed, postmarked no later than <<Claims Deadline>>.

<b>Do Nothing</b>	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any cash compensation or reimbursement as a Class Member.</p>
<b>Exclude Yourself</b>	<p><b>Get out of the Settlement. Get no money. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue about the claims in this Litigation. You will not get any money from the Settlement.</p> <p>Your Request for Exclusion must be postmarked no later than &lt;&lt;Opt-Out Deadline&gt;&gt;.</p>
<b>File an Objection</b>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than &lt;&lt;Objection Deadline&gt;&gt;.</p>
<b>Go to a Hearing</b>	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for &lt;&lt;Final Approval Hearing&gt;&gt;, at &lt;&lt;Time&gt;&gt; a.m. ET.</p>

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## BASIC INFORMATION

### 1. How do I know if I am affected by the Litigation and Settlement?

You are a Class Member if you are an individual whose Personal Information was compromised in the Data Incident and who do not elect to be excluded from the Class by filing a timely Request for Exclusion in accordance with the requirements set forth in the Preliminary Approval Order and the Notice.

The Class specifically excludes (1) the judge presiding over this action, and members of his direct family; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parent companies have a controlling interest and their current or former officers and directors; and (3) Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

This Notice explains the nature of the Litigation and claims being settled, your legal rights, and the benefits to the Class.

### 2. What is this case about?

This case is known as *Lucisbel Cruz-Bermudez and Helmut Becker v. Henry Schein, Inc.*, Case No. 2:24-cv-00387-BMS, filed in the United States District Court for the Eastern District of New York. The persons who sued are called the “Plaintiffs” and the company they sued, Henry Schein, Inc., is known as the “Defendant” in this case.

Plaintiffs filed a lawsuit against Defendant individually, and on behalf of anyone whose Personal Information was potentially impacted as a result of the Data Breach.

This Litigation alleges that in September 2023, Defendant suffered a data breach impacting certain company systems (the “Data Breach”). The Data Breach was found to have compromised private and personally identifying information stored in Defendant’s files including names, addresses, phone numbers, email addresses, photographs, dates of birth, demographic information, background information, government-issued identification numbers, Social Security Numbers, driver’s license numbers, state identification numbers, passport numbers, financial information, bank account information, credit card numbers, loan information, medical history, medical treatment, insurance information, employment information, and IP addresses (“Personal Information”). The information of approximately 74,000 people was accessed as a result of this Data Breach.

Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability.

### 3. Why is there a Settlement?

By agreeing to settle, the Parties’ desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the class action and Litigation on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Class Members. The Court did not decide in favor of the Plaintiffs or Defendants. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.xxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxx.com).

### 4. Why is this a class action?

In a class action, one or more people called a “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.”

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

You are included in the Class if you are an individual identified on the Class List whose certain Personal Information may have been involved in the Data Breach who does not timely elect to be excluded from the Class. If you are not sure whether you are included as a Class Member, or have any other questions about the Settlement, visit [www.xxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxx.com), call toll-free (XXX) XXX-XXXX, or write to Settlement Administrator - XXXXX c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX.

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Class Members:

#### Reimbursement Claim

- **Compensation for Out-of-Pocket Losses:** All Class Members are eligible to recover compensation for up to \$4,000 per person for Out-of-Pocket Losses incurred as a result of the Data Breach, including: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breach through the date of the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Claims will be subject to review for completeness and plausibility by the Settlement Administrator.

To receive reimbursement from the Settlement Fund for any of the above-referenced documented Out-of-Pocket Losses, Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Settlement Administrator.

- **Cash Fund Payment:** All Class Members may also make a claim for a *pro rata* cash payment from the Settlement Fund. The amount of the *pro rata* cash payment is estimated to be \$50 per claimant. This amount of the cash payment may increase or decrease based upon the number of claims approved. The *pro rata* cash payments will evenly distribute the net amount of the \$2,900,000 Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Notice and Administrative Expenses, and any Fee Award and Expenses, and Service Awards.

### 7. How to submit a Claim Form

All Claim Forms will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get cash compensation or reimbursement from the Settlement Fund under the proposed Settlement. Claim Forms must be submitted online or postmarked no later than <<Claims Deadline>>. For more information, please visit [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com) or you can call the Settlement Administrator at (XXX) XXX-XXXX for a Claim Form.

### 8. What am I giving up as part of the Settlement?

If you stay in the Class, you will be eligible to receive benefits, but you will not be able to sue Defendants, and their past or present agents, subsidiaries, parents, divisions, and affiliates, and their respective past or present employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, insurers (including excess insurers and reinsurers), vendors, attorneys, experts, advisors, consultants, contractors, auditors, accountants, administrators, fiduciaries, representatives, suppliers, sureties, trustees, and/or underwriters (collectively "Released Parties") regarding the claims in this case.

The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Parties, is available at [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

### 9. Will the Class Representatives receive compensation?

Yes. If approved by the Court, the Class Representatives will each receive a Service Award of up to \$5,000, to compensate them for their services and efforts in bringing the Litigation. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

## EXCLUDE YOURSELF

### 10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must “opt-out” by sending a timely written Request for Exclusion. Your Request for Exclusion must (a) state your full name and address; (b) contain the your personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Litigation); (c) the name of the proceeding; and (d) state your intent to be excluded from the Class and from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written Request for Exclusion must be postmarked no later than **<<Opt-Out Deadline>>** to:

**Settlement Administrator - XXXXX**  
c/o Kroll Settlement Administration LLC  
PO Box **XXXX**  
New York, NY 10150-**XXXX**

If you exclude yourself, you will not be able to receive any cash benefit from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Litigation, and you will keep your right to sue Defendants on your own for the claims that this Settlement resolves.

### 11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

### 12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or reimbursement from the Settlement, you will not be able to start or proceed with a lawsuit or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Raina Borrelli of Strauss Borrelli, PLLC (called “Class Counsel”) to represent the interests of all Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel will apply to the Court for a Fee Award and Expenses not to exceed one-third (1/3) of the total Settlement Fund (or \$X,XXX,XXX) for fees in prosecuting the Litigation plus reasonable Litigation expenses. A copy of Class Counsel’s Fee and Expense Application and Service Award for Class Representatives will be posted on this Settlement Website, [www.XXXXX.com](http://www.XXXXX.com), before the Final Approval Hearing. The Court will make the decision Final as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

## OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court and with the Settlement Administrator by <<Objection Deadline>> (the “Objection Deadline”) stating why you do not think the Settlement should be approved.

To be valid, each Objection must include:

- (i) the name of the Litigation - *Lucisbel Cruz-Bermudez and Helmut Becker v. Henry Schein, Inc;*
- (ii) the Class Member’s full name, current mailing address, email address, and telephone number;
- (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (iv) the identity of any attorneys representing the objector;
- (v) a statement regarding whether the Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- (vi) a statement identifying all class action settlements objected to by the Class Member in the previous five (5) years; and
- (vii) the signature of the Class Member or the Class Member’s attorney.

Your objection must be filed with the Clerk of Court, mailed to the Settlement Administrator and include the case name and docket number, titled *Lucisbel Cruz-Bermudez and Helmut Becker v. Henry Schein, Inc.*, Case No. 2:24-cv-00387, by <<Objection Deadline>> at the following addresses:

CLERK OF THE COURT	SETTLEMENT ADMINISTRATOR
<Court Address>	Settlement Administrator - XXXXX c/o Kroll Settlement Administration LLC PO Box XXXX New York, NY 10150-XXXX

If you do not submit your objection with all requirements, or if your objection is not received by <<Objection Deadline>>, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing on <<Final Approval Hearing Date>>, <<Time>> a.m. ET in Courtroom \_\_\_\_\_, of the Honorable Judge Brian M. Cogan of the United States District Court for the Eastern District of New York <<Court Address>>. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the Settlement Website for updated information.



At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Fee Award and Expenses to Class Counsel and the request for a Service Award to the Class Representatives.

### **18. Do I have to come to the hearing?**

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

### **19. May I speak at the hearing?**

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

## **GET MORE INFORMATION**

### **20. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this Litigation, including a copy of the Settlement Agreement, the Complaint, Long Form Notice, Short Form Notice, FAQs, Claim Form and more, please visit the Settlement Website or call (XXX) XXX-XXXX. You may also contact the Settlement Administrator at Settlement Administrator - XXXXX c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX.

### **21. How do I update my contact information?**

To update your contact information call (XXX) XXX-XXXX or please visit the Settlement Website [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com)

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.**