

NOTICE OF CLASS ACTION SETTLEMENT

Supreme Court of the State of New York, Bronx County
Rivera et al. v. Essen Medical Associates, P.C.
 No. 801239/2024E

To: All Persons residing in the United States who received notice that their information may have been compromised in the Essen Health Care Network Incident

A proposed settlement has been reached in the putative class action lawsuit titled *Rivera et al. v. Essen Medical Associates, P.C.*, No. 801239/2024E (the “Litigation”). The Litigation arises out of Plaintiffs’ claims against Essen Medical Associates, P.C. (“Essen” or “Defendant”), related to the unauthorized access to Essen’s data environment that occurred between March 14, 2023, and March 22, 2023 (the “Incident”). Defendant denies all charges of wrongdoing or liability, and denies all claims or contentions alleged against it.

If you received direct notice that your Personal Information may have been implicated in the Incident, you are included in this Settlement as a member of the Settlement Class.

Under the Settlement, in response to a request by Plaintiffs, Defendant has agreed to establish a \$4,000,000.00 Settlement Fund, which will be used to pay (i) Settlement Benefits, (ii) the costs of Settlement Administration, (iii) Plaintiffs’ Counsel’s Fees and Expenses, and (iv) Service Awards.

Settlement Class Members may submit claims for benefits under the Settlement. Certain of the amounts paid will depend upon how many Settlement Class Members submit Approved Claims, but are limited to the following amounts:

- (1) **Documented Losses** — Settlement Class Members may be reimbursed up to **\$5,000.00** for costs or expenditures incurred as a result of the Incident. Documented Losses may include, but are not limited to, unreimbursed costs, expenses, or charges incurred addressing or remedying identity theft, fraud, or misuse of Personal Information and/or other issues reasonably traceable to the Incident.
- (2) **Cash Fund Payment** — In addition to receiving payment for Documented Losses, the Settlement provides for a pro rata Cash Fund Payment of up to \$100.00.

Your legal rights will be affected whether you act or do not act. You should read this entire Long-Form Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

File a Claim Form Deadline: June 1, 2026	You must submit a valid Claim Form to receive a cash payment from this Settlement. If you submit a Claim Form, you will give up the right to sue Defendant and the 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: May 4, 2026	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you will receive no payment. Exclusion instructions are provided in this Long-Form Notice.
Object to or Comment on the Settlement Deadline: May 4, 2026	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this Long-Form Notice. The Court may reject your objection. You must still file a Claim Form if you desire any monetary relief under the Settlement.
Go to the Final Approval Hearing on July 7, 2026	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 receive no cash payment and will no longer be able to sue Defendant or the other Released Parties over the claims resolved in the Settlement.

The Court must give final approval to the Settlement before it takes effect, but it has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

Please review this Long-Form Notice carefully. You can learn more about the Settlement by visiting www.EHCSettlement.com or by calling 1-888-976-6880.

Information About This Notice and the Litigation

1. Why was this Long-Form Notice issued?

Settlement Class Members are eligible to receive benefits from a proposed settlement in the Litigation. The Court overseeing the Litigation authorized this Long-Form Notice to advise Settlement Class Members about the proposed Settlement that would affect their legal rights. This Long-Form Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. What is the Litigation about?

The Litigation is a putative class action lawsuit brought on behalf of all individuals who received notice that their Personal Information may have been implicated in the Incident.

The Litigation claims that Defendant is legally responsible for the Incident and asserts various legal claims, including negligence, breach of implied contract, breach of fiduciary duty, violations of New York Gen. Bus. Law (“GBL”) § 349, and unjust enrichment. Defendant denies each and all of the claims and contentions alleged against it in the Complaint. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged.

3. Why is the Litigation a class action?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “settlement class,” and each individual is a “settlement class member.” There are six Class Representatives in this case: Marilyn Rivera, Franchie Muniz, Michelle Owens, Florin Carstenoiu, Luigi Hernandez, and Anggie Genao De Hernandez.

4. Why is there a settlement?

The Plaintiffs in the Litigation, through their attorneys, investigated the facts and laws relating to the issues in the Litigation. The Plaintiffs and Class Counsel believe the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Class Representatives’ claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and members of the Settlement Class who submit Approved Claims will receive certain benefits. The Settlement does not mean that Defendant did anything wrong or that the Class Representatives and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class includes all natural persons who are residents of the United States, whose Personal Information was potentially compromised in the Incident, and who were sent via U.S. Mail notice by Essen that their Personal Information may have been compromised in the Incident.

Excluded from the Settlement Class are (i) the Judges presiding over the Action and members of their families; (ii) Essen, its subsidiaries, parent companies, successors, predecessors, any Entity in which Essen or its parents have a controlling interest, and its current or former officers and directors; (iii) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (iv) the successors or assigns of any such excluded natural person.

6. What are the terms of the Settlement?

The proposed Settlement includes a Settlement Fund of \$4,000,000.00 that will be used to pay all costs of the Settlement, including (i) Settlement Benefits; (ii) the costs of Settlement Administration; (iii) Plaintiffs’ Counsel’s Fees and Expenses, not to exceed 33 1/3% of the Settlement Fund, or \$1,333,333.33; and (iv) Service Awards, not to exceed \$3,000.00 to each Class Representative.

The Settlement Agreement also releases all Released Claims (as defined in the Settlement Agreement) against all Released Parties.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not submit timely and valid Requests for Exclusion will be bound by the Settlement and any final judgment entered by the Court and will give up their right to sue Defendant or the other Released Parties for the claims being resolved by the Settlement Agreement, including all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Incident. The claims that Settlement Class Members are releasing are described in the Settlement Agreement.

Payments to Settlement Class Members

8. What kind of payments can Settlement Class Members receive?

Settlement Class Members who submit Approved Claims and any required documentation may receive one or both of the following to be paid from the Settlement Fund: (i) reimbursement of up to \$5,000.00 for any Documented Losses or (ii) a pro rata Cash Fund Payment of up to \$100.00 in cash.

Depending on how many Approved Claims are submitted, the amounts of the pro rata Cash Fund Payment of up to \$100.00 may be adjusted downward proportionally among Settlement Class Members submitting Approved Claims for those awards, as explained further below in Question 11. The payment for Documented Losses also may be adjusted depending on how many Approved Claims are submitted.

9. What are Documented Losses?

“Documented Losses” means the unreimbursed costs or expenditures incurred by a Settlement Class Member as result of the Incident. Settlement Class Members may seek reimbursement for up to \$5,000.00. Examples of Documented Losses may include, but are not limited to, costs, expenses, or charges incurred addressing or remedying identity theft, fraud, or misuse of Personal Information and/or other issues reasonably traceable to the Incident.

To make a valid claim for Documented Losses, you must provide documentation of these unreimbursed losses. The payment for Documented Losses may be reduced pro rata, depending on the number of Approved Claims that are submitted.

10. What is the Cash Fund Payment?

In addition, Settlement Class Members may also claim a Cash Fund Payment of up to \$100.00, by submitting a timely and valid Claim Form. Settlement Class Members seeking a Cash Fund Payment must provide the information required on the Claim Form. The pro rata cash payment is subject to adjustment, as described below in Question 11.

Eligibility for any award and the validity of your claim, including the pro rata cash payment, will be determined by the Settlement Administrator as outlined in Question 15.

11. When and how will the amount of Settlement Payments be adjusted?

The amount of the pro rata Cash Fund Payments will be adjusted upward or downward from the amounts listed in Question 10, depending on how many Settlement Class Members submit Approved Claims.

If the total dollar value of all Approved Claims is less than the amount of money available in the Settlement Fund for payment of those claims, the amounts for pro rata cash payments will be distributed in full (subject to the caps described above), with the remaining money, if any, to be distributed to a nonprofit organization in accordance with the Settlement Agreement and as directed by the Court.

If the total dollar value of all Approved Claims is more than the amount of money available in the Settlement Fund for payment of those Approved Claims, the amount of the payments for pro rata Cash Fund Payments and the amount of payment for Documented Losses will be adjusted downward proportionally among all Settlement Class Members who submitted Approved Claims (subject to the caps described above).

12. What happens if, after all claims are processed, there are funds remaining?

If there are any funds remaining after all Approved Claims are processed and the time to cash any Settlement Payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to a nonprofit organization. No remaining funds will be returned to Defendant.

Your Options as a Settlement Class Member

13. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. In order to receive payment from the Settlement, you must submit a valid Claim Form.

If you do not want to give up your right to sue Defendant or the other Released Parties about the Incident or the issues raised in this Litigation, you must exclude yourself from (or “opt out” of) the Settlement Class. See Question 16 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (i.e., you may not also exclude yourself from the Settlement Class) and submit a written objection. See Question 19 below for instructions on how to submit an objection.

14. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties related to the claims released by the Settlement Agreement.

15. Who decides my settlement claim, and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any Claimant. Failure to provide all required information in a timely manner will invalidate a claim, and it will not be paid.

16. How do I exclude myself from the Settlement?

To opt out of the Settlement, you must make a signed, written request that includes (i) the name of the proceeding, *Rivera et al. v. Essen Medical Associates, P.C., d/b/a Essen Health Care*, Supreme Court of the State of New York, Bronx County, No. 801239/2024E; (ii) your name, address, and telephone number; (iii) a physical signature; and (iv) a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Rivera et al. v. Essen Medical Associates, P.C., d/b/a Essen Health Care*, Supreme Court of the State of New York, Bronx County, No. 801239/2024E.” You must mail your request to this address:

Essen Medical Data Breach Settlement Administrator
P.O. Box 2020
Portland, OR 97208-2020

Your request must be in writing and postmarked no later than May 4, 2026.

17. If I exclude myself, can I receive any payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Litigation.

18. If I do not exclude myself, can I sue Defendant for the Incident later?

No. Unless you exclude yourself, you give up any right to sue Defendant and the other Released Parties for the claims that this Settlement resolves, known as the Released Claims. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

19. How do I object to the Settlement?

All Settlement Class Members who do not opt out of the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no Settlement Payments will be sent out, and the Litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing, and it and any supporting papers must be mailed to the following addresses:

Court	Class Counsel
<p>Clerk's Office Office of the Bronx County Clerk & Commissioner of Jurors 851 Grand Concourse, Room 118 Bronx, NY 10451</p> <p>(May be filed with the Court in person instead of being mailed.)</p>	<p>Gary M. Klinger MILBERG PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606</p> <p>Andrew Ferich AHDOOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087</p>
Settlement Administrator	
<p>Essen Medical Data Breach Settlement Administrator P.O. Box 2020 Portland, OR 97208-2020</p>	<p>Israel David ISRAEL DAVID LLC 60 Broad Street, Suite 2900 New York, NY 10004</p>
Defendant's Counsel	
<p>Richard Haggerty MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333</p>	<p>Raina Borrelli STRAUSS BORRELLI PLLC 980 N. Michigan Avenue Suite 1610 Chicago, IL 60611</p> <p>Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907</p>

Your objection must be filed or postmarked no later than the Objection Deadline, May 4, 2026. Class Counsel will then file your objection with the Court.

To be considered by the Court, your objection must list the name of the lawsuit pending in the Supreme Court of the State of New York, Bronx County: *Rivera et al. v. Essen Medical Associates, P.C., d/b/a Essen Health Care*, No. 801239/2024E, and include papers and supporting material that (i) identify the case name and number; (ii) state the Settlement Class Member's full name, current mailing address, and telephone number; (iii) contain a statement by the Settlement Class Member that they believe themselves to be a member of the Settlement Class; (iv) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of a settlement notice, copy of the original notice of the Incident); (v) identify the specific factual and legal grounds for the objection; (vi) identify whether the objection is an objection to the Settlement in part or in whole; (vii) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (viii) identify all counsel representing

the Settlement Class Member, if any; (ix) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five years; (x) include all documents or writings that the Settlement Class Member desires the Court to consider; (xi) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (xii) contain the signature of the Settlement Class Member or the Settlement Class Member's duly authorized attorney or representative.

If you submit 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.

Court Approval of the Settlement

20. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **July 7, 2026, at 2:15 p.m.** in Room 706 at the Supreme Court of the State of New York, Bronx County, 851 Grand Concourse, Bronx, New York 10451. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiffs' Counsel's Fees and Expenses request, and the request for Service Awards for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

21. Do I have to attend the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 19. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

22. What happens if the Court approves the Settlement?

If the Court approves the Settlement and no appeal is taken, the Settlement Administrator will pay the Plaintiffs' Counsel's Fees and Expenses and any Service Awards from the Settlement Fund. Then, the Settlement Administrator will send Settlement Payments to Settlement Class Members who submitted Approved Claims. If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

23. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement Payments to Settlement Class Members, Class Counsel, or the Class Representatives, and the case will proceed as if no settlement had been attempted.

Lawyers for the Settlement Class and Defendant

24. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

<p>Gary M. Klinger MILBERG PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Telephone: 1-270-821-0656 Email: GKlinger@Milberg.com</p>	<p>Andrew Ferich AHDOOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087 Telephone: 1-310-474-9111 Email: AFerich@AhdootWolfson.com</p>
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Israel David ISRAEL DAVID LLC 60 Broad Street, Suite 2900 New York, NY 10004 Telephone: 1-212-350-8850 Email: Israel.David@DavidLLC.com	Raina Borrelli STRAUSS BORRELLI PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611 Telephone: 1-872-263-1100 Email: Raina@StraussBorrelli.com
Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907 Telephone: 1-215-789-4462 Email: KLaukaitis@LaukaitisLaw.com	

Settlement Class Members will not be charged for the services of Class Counsel. Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

25. How will the lawyers for the Settlement Class be paid?

Class Counsel will request the Court's approval of an award for Plaintiffs' Counsel's Fees and Expenses up to 33 1/3% of the Settlement Fund, or \$1,333,33.33, plus reasonable costs and expenses. Class Counsel will also request approval of Service Awards of \$3,000.00 for each Class Representative, which shall also be paid from the Settlement Fund.

26. Who represents Defendant in the Lawsuit?

Defendant is represented by the following counsel:

Richard Haggerty MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 Telephone: 1-267-930-1594 Email: RHaggerty@Mullen.law

Payment for services provided to Defendant's Counsel is not paid from the Settlement Fund.

Further Information

27. What if I want further information or have questions?

This Long-Form Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, including a copy of the Settlement Agreement, the Complaint; the Court's Preliminary Approval Order; Settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representatives; and more, please visit www.EHCSettlement.com or call the Settlement Administrator at the toll-free phone number 1-888-976-6880.

Epiq will act as the Settlement Administrator for the Settlement. You can contact the Settlement Administrator at the following address:

Essen Medical Data Breach Settlement Administrator
 P.O. Box 2020
 Portland, OR 97208-2020

Please do not contact the Court, Defendant, or Defendant's Counsel regarding this Settlement.