

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, dated September 17, 2025, is made and entered into by and among the Class Representatives (defined below), for themselves individually and on behalf of the Settlement Class (defined below), and Essen Medical Associates, P.C. (“Essen” or “Defendant”) (collectively, the “Parties”). This Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims (defined below), upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, in March 2023, Essen discovered that unauthorized persons gained access to Essen’s network, resulting in unauthorized access to certain files that may have contained information pertaining to Essen’s patients and other affiliated persons.

WHEREAS, during the Incident (defined below), Personal Information (defined below) of approximately 907,782 individuals who are current and/or former patients, or are otherwise affiliated with Essen, was potentially impacted by cybercriminals.

WHEREAS, following public announcement of the Incident, litigation was commenced by various plaintiffs relating to the Incident in the Supreme Court of the State of, County of Bronx.

WHEREAS, after meeting and conferring about the matters, counsel for the Plaintiffs sought to consolidate, and the Court subsequently consolidated, the related actions into the first-filed Action (defined below). Thereafter, the Parties agreed to mediate the case.

WHEREAS, in preparation for a scheduled mediation, Class Counsel (defined below) and Essen exchanged certain documents and information and, prior to the mediation, the Parties met and conferred together and with the mediator to facilitate early negotiations.

WHEREAS, on July 23, 2024, Class Counsel and Defendant engaged in an arm’s-length, all-day mediation session with mediator Chris McDonald of ADR Office of Chris McDonald. That mediation session did not result in an agreement to settle this matter. Following the mediation session, the Parties continued to negotiate resolution of the consolidated matter to determine if a settlement was possible.

WHEREAS, in January 2025, the Parties agreed to settle this matter in principle on a classwide basis. For several weeks following the agreement, the Parties negotiated the particular details of this Settlement, culminating in this Agreement.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Class Counsel, on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' (unproven) claims, and Essen's potential defenses, including conducting independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' (unproven) claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Essen may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the (unproven) claims of the Settlement Class, Plaintiffs and Class Counsel believe that this resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Essen denies the (unproven) claims and contentions alleged against it in the Action, and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

WHEREAS, Essen has considered the uncertainty and risks inherent in any litigation, and has concluded that ongoing litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and Essen specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Essen of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of Essen.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 “Action” means the consolidated class action captioned *Rivera, et al. v. Essen Medical Associates, P.C. d/b/a Essen Health Care*, pending in the Supreme Court of the State of New York, Bronx County, No. 801239/2024E.
- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government or the New York State Unified Court System.
- 1.6 “Cash Fund Payment” means a claim to receive a pro rata Settlement Payment in cash from the Net Settlement Fund, up to one hundred dollars (\$100.00) or a greater amount pursuant to Paragraph 4.6(c).
- 1.7 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.

- 1.8 “Claim Form” means the form attached hereto as **Exhibit A**, and as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.
- 1.9 “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date 90 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.
- 1.10 “Claims Period” means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date 90 days thereafter.
- 1.11 “Class Counsel” means attorneys Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, Israel David of Israel David LLC, Raina Borrelli of Strauss Borrelli PLLC, and Kevin Laukaitis of Laukaitis Law LLC.
- 1.12 “Class Member” or “Settlement Class Member” means a member of the Settlement Class.
- 1.13 “Class Representatives” and “Plaintiffs” means Marilyn Rivera, Franchie Muniz, Michelle Owens, Florin Carstenoiu, Luigi Hernandez and Anggie Genao De Hernandez.
- 1.14 “Court” means the Supreme Court of the State of New York, Bronx County (or any judge sitting in the Court’s stead or to whom the Action may be transferred).
- 1.15 “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not traceable to the Incident, and that are not otherwise recoverable through insurance, as further described in Paragraph 4.1(a) below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Incident and incurred on or after March 17, 2023.

- 1.16 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 11.1 below.
- 1.17 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.18 “Essen” or “Defendant” means Defendant Essen Medical Associates, P.C., and its current and former affiliates, parents, subsidiaries, and successors.
- 1.19 “Essen’s Counsel” or references to counsel for Essen means attorney Daniel M. Braude and other attorneys at the law firm Mullen Coughlin LLC.
- 1.20 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs and expenses awarded by the Court to Class Counsel.
- 1.21 “Final Approval Order” means the order to be entered by the Court at or after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order must be substantially similar to the form attached hereto as **Exhibit B**.
- 1.22 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to New York CPLR 901 *et seq.*, and whether to issue the Final Approval Order.
- 1.23 “Incident” refers to the network incident that is the subject of the Action during which cybercriminals gained unauthorized access to Essen’s network systems, which Essen discovered on or about March 17, 2023.
- 1.24 “Long Form Notice” means the long form notice of settlement, to be substantially similar the form attached hereto as **Exhibit D**.
- 1.25 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for attorneys’ fees, costs, and expenses (i.e., Fee Award and Costs), (iv) taxes, if any, and (v) approved claims for Documented Loss Payments.
- 1.26 “Non-Profit Residual Recipient” means a third-party *cypres* recipient agreed upon by the Parties and approved by the Court to receive Residual Funds. As set forth herein, one or more payments to a Non-Profit Residual Recipient are intended to exhaust the Settlement Fund in the event (1) funds remain in

the Net Settlement Fund after completion of the claims administration process set forth herein, or (2) any class members fail to cash or otherwise accept checks or other payments for class benefits.

- 1.27 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice (i.e., postcard notice), the Long Form Notice, the Settlement Website, and a toll-free number.
- 1.28 “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than 35 days after entry of the Preliminary Approval Order.
- 1.29 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.
- 1.30 “Objection Deadline” means the date by which Class Members must file and postmark any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which date shall be 60 days following the Notice Date.
- 1.31 “Opt-Out Period” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which period shall expire 60 days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.
- 1.32 “Parties” means the Plaintiffs and Defendant Essen.
- 1.33 “Personal Information” means information including, without limitation, name, Social Security number, driver’s license number, state identification number, passport number, date of birth, diagnosis, financial account information, health insurance information, health information, and prescription information.
- 1.34 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval

Hearing, without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto as **Exhibit C**.

- 1.35 “Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Claimant must provide supporting documentation.
- 1.36 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the compromise of any Class Member’s Personal Information arising out of the Incident. “Released Claims” do not include any claims against any entity other than the Released Parties and are subject to Paragraph 5.1 below.
- 1.37 “Released Parties” means Defendant and its respective operating companies, predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, or any entity in which Dr. Sumir Sahgal and/or Dr. Nidhi Sahgal have a direct or indirect ownership interest, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”
- 1.38 “Residual Funds” means any funds remaining in the Settlement Fund following deductions from the Settlement Fund for (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for attorneys’ fees, costs, and expenses (i.e., Fee Award and Costs), (iv) taxes, if any, (v) approved claims for Documented Loss Payments, and (vi) Cash Fund Payments. For the avoidance of doubt, “Residual Funds” includes any amounts remaining following failure by any class members to cash or otherwise accept checks or other payments for class benefits.

- 1.39 “Request for Exclusion” is the written communication by a Class Member in which he or she timely requests to be excluded from the Settlement Class pursuant to the terms of the Agreement.
- 1.40 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Paragraphs 9.1-9.3 below.
- 1.41 “Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
- 1.42 “Settlement Administrator” means Epiq, with the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class. Class Counsel and Essen may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- 1.43 “Settlement Benefit(s)” means any Cash Fund Payment, the Documented Loss Payments, and the prospective relief, all set forth in Sections 2, 3 and 4 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- 1.44 “Settlement Class” and “Class” means all natural persons who are residents of the United States whose Personal Information was potentially compromised in the Incident and 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: (1) the Judges presiding over the Action and members of their families; (2) Essen, its subsidiaries, parent companies, successors, predecessors, and any entity in which Essen or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- 1.45 “Settlement Fund” means the sum of Four Million Dollars and No Cents (\$4,000,000.00), which Plaintiffs have requested and Defendant agreed to fund, to be paid by Essen, as specified in Paragraph 3.1 of this Agreement.
- 1.46 “Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Paragraphs 4.1 and 4.2 herein.
- 1.47 “Settlement Website” means the Internet website, at URL address www.EHCSettlement.com, to be created, launched, and maintained by the

Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

- 1.48 “Settlement Toll-Free Number” means the toll-free telephone number with information relevant to this Settlement to be created, launched, and maintained by the Settlement Administrator.
- 1.49 “Summary Notice” means the summary notices or short-form notice of the proposed Settlement herein, to be substantially similar to the forms collectively attached hereto as **Exhibit E**.
- 1.50 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court, and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(1)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the

“administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the Escrow Account (defined below) (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

- 1.51 “Unknown Claims” means any and all Released Claims that Essen or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. Class Representatives and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

2. SECURITY COMMITMENTS; PROSPECTIVE RELIEF

- 2.1 Essen has confirmed that it has made certain changes to its information security practices and will attest to these changes in a confidential declaration in support of the Settlement. Within 30 days after the entry of the Preliminary Approval Order, Essen shall provide Class Counsel with a confidential declaration or affidavit regarding its information security enhancements and identifying the approximate cost of those security-related measures. Costs associated with these security-related measures shall be paid by Essen separate and apart from other settlement benefits and separate and apart from the Settlement Fund.

3. SETTLEMENT FUND

- 3.1 Establishment of Settlement Fund. Within 14 days of the Effective Date, Essen will pay the Settlement Administrator to fund the relief provided under the Settlement Agreement, which shall be the amount of the Settlement Fund, specifically the sum of four million dollars and no/100 cents (\$4,000,000.00), minus amounts advanced for notice and claims administration costs as described in the following sentence. Within 30 days of entry of an order preliminarily approving the Settlement and approving the Settlement Administrator, Essen will pay \$423,842.48 to the Escrow Account (defined below) to defray the actual expenses of notice and settlement administration. To the extent this Settlement Agreement is not finally approved, Defendant

will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with Settlement Administration. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Essen's liability shall not exceed four million dollars and no/100 cents (\$4,000,000.00).

- 3.2 Except for amounts advanced for notice and claims administration costs pursuant to Paragraph 3.1, funds paid by Essen to establish the Settlement Fund shall be deposited in an interest-bearing bank escrow account (the "Escrow Account") and administered by the Settlement Administrator (the "Escrow Agent"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding one billion dollars and no/100 cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), the Fee Award and Expenses, and Service Awards.
- 3.3 Interest. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.
- 3.4 Non-Reversionary. The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Section 11.
- 3.5 Qualified Settlement Fund. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund (QSF) from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a QSF from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account and must be insured by the Federal Deposit Insurance Corporation. The Settlement Administrator shall select the financial institution at which the QSF is to be created and held, subject to approval of

the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

- 3.6 Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and 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 the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Section 11.
- 3.7 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Award Payments approved by the Court; (iv) Fee Award and Costs; (v) Reimbursement for Documented Monetary Losses; (vi) Cash Payments to the Settlement Class Members. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.
- 3.8 Taxes and Representations. Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by the Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Class Representative and Participating Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement. However, where a Settlement Class Member who is entitled to more than five hundred and ninety-nine dollars and no/100 cents (\$599.00) fails to submit an IRS Form W-9 (or equivalent tax document), the Settlement Administrator shall consult with counsel to determine how to remit payment to the Settlement Class Member (i.e., capped at five hundred and ninety-nine dollars and no/100 cents (\$599.00) or withholding necessary taxes and sending the remainder to the Settlement Class Member).

4. MONETARY PAYMENT / BENEFITS DETAILS

- 4.1 Settlement Payments: Each Class Member may qualify and submit a claim for one or both of the following benefits:
- (a) Documented Loss Payment. Class Members may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of this Agreement. Claimants who submit a Claim Form for a Documented Loss Payment will not be permitted to make a claim for the Cash Fund Payment provided for under 4.1(b) below. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be rejected and the Class Member's claim will instead be automatically considered a claim for a Cash Fund Payment, described below.
 - (b) Cash Fund Payment. Class Members may also submit a claim to receive a pro rata Settlement Payment in cash, up to one hundred dollars (\$100.00) ("Cash Fund Payment") or a greater amount pursuant to Paragraph 4.6(c). The amount of the Cash Fund Payment will be calculated in accordance with Paragraph 4.6 below. Cash Fund Payments are available only to Class Members who do not receive a Documented Loss Payment, except that a Class Member who is approved for a Documented Loss Payment of less than the ultimate Cash Fund Payment amount will receive the Cash Fund Payment amount provided the Class Member also submitted a claim for a Cash Fund Payment.
- 4.2 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option, they will receive their Settlement Payment via a

physical check sent by U.S. Mail. Class Members may also elect to receive their Settlement Payment via a physical check.

- 4.3 Deadline to File Claims. Claim Forms must be postmarked or submitted electronically within 90 days after the Notice Date.
- 4.4 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant of the deficiencies and notify the Claimant that he or she shall have 30 days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.
- 4.5 Timing of Settlement Benefits. Within 60 days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.
- 4.6 Distribution of Settlement Payments: The Settlement Administrator shall utilize the Net Settlement Fund, as defined above in Paragraph 1.25, to make all Cash Fund Payments pursuant to Paragraph 4.1(b) herein.
- (a) The amount of each Cash Fund Payment shall be calculated by dividing the Net Settlement Fund by the number of valid claims submitted for (or honored as) a Cash Fund Payment, except that the amount of Cash Fund Payments shall not exceed one hundred dollars (\$100.00) per class member or a greater amount pursuant to Paragraph 4.6(c).
- (b) In the event that the aggregate amount of all approved Documented Loss Payments exceeds the total amount of the Settlement Fund, then no payments for claims for Cash Fund Payments will be made, and the value of the Documented Loss Payment to be distributed to Class Members shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments does not exceed the Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund

Payments. All such determinations shall be performed by the Settlement Administrator.

- (c) Prior to entry of a Final Approval Order, the limitation on the amount of the Cash Fund Payment indicated in Paragraphs 1.6, 4.1(b) and 4.6(a) may be increased upon mutual agreement by the Parties and approval by the Court.

4.7 Deadline to Deposit or Cash Physical Checks or Negotiate E-Payments. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check or electronic payment, shall have 90 days following distribution to deposit or cash their benefit check or redeem their electronic payment.

4.8 Non-Profit Residual Payment(s). Any Residual Funds that exist as of 120 days after the distribution of all Settlement Payments to the Class Members or 30 days after any reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, shall be provided as a *cy pres* distribution to a Non-Profit Residual Recipient, as follows:

- (a) Residual Funds shall be provided to New York Research Education and Community Health (“NYREACH”), a Bronx, NY-based non-profit founded in 2015 that focuses on identifying health disparities and providing solutions to improve community health, pursuant to the Court’s approval. See <http://www.nyreach.org/>.
- (b) In the event NYREACH is not approved by the Court as a Non-Profit Residual Recipient, all Residual Funds shall be distributed to a different non-profit entity agreed upon by the Parties and approved by the Court.

4.9 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable effort to find a valid address (in the case of physical checks) and resend the Settlement Payment within 30 days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to repay or resend a Settlement Payment.

4.10 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account 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 Essen in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Essen and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.

- 4.11 Non-Reversionary. This Settlement is a non-reversionary settlement. As of the Effective Date, all rights of Essen to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section 11 of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Essen.
- 4.12 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; (v) the Settlement Payments and/or Settlement Benefits; and (vi) any Non-Profit Residual Payments, pursuant to the terms and conditions of this Agreement.
- 4.13 Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Essen with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least 7 Business Days prior to making such withdrawal or payment.
- 4.14 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.
- 4.15 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall

be paid timely by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative and Class Member as a result of any benefit or payment received as a result of the Settlement. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

4.16 Limitation of Liability:

- (a) Essen and Essen's Counsel and Released Parties shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- (b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- (c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Essen, Essen's Counsel, and Released Parties harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

5. RELEASE

- 5.1 Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the settlement class list (as such list is described in Paragraph 7.4), on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party.
- 5.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.
- 5.3 With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasers shall have

waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, by federal law, or principle of common law, or the law of any other jurisdiction, or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. 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.

The Class Representatives, the Settlement Class, and Releasers acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any unknown they may have, as that term is defined in this Paragraph. The Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

6. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 6.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit C**.
- 6.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement, subject to any necessary Court approval.
- 6.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Essen stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective

Date not occur, the certification of the Settlement Class shall be void. Essen reserves the right to contest class certification for all other purposes.

- 6.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than 150 days after the entry of the Preliminary Approval Order. The Parties may file a response to any objections to the Settlement or the Motion for Final Approval no later than 14 days after the Objection Deadline.

7. **CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

- 7.1 Notice shall be disseminated pursuant to the Preliminary Approval Order.
- 7.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 7.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Summary Notice to the Class Members via direct mail (i.e., postcard). In order to achieve the greatest Notice practicable, direct (i.e., postcard) notice shall proceed as follows:
- (a) The Settlement Administrator will send the Summary Notice (in Postcard form) by U.S. Mail, postage prepaid;
 - (b) For any Summary Notice that has been mailed via U.S. Mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;
 - (c) Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided pursuant to this Section; and
 - (d) In the event the Settlement Administrator transmits a Summary Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Essen.
- 7.4 Settlement Class List. Within 14 days after the issuance of the Preliminary Approval Order, Essen will provide to the Settlement Administrator a list of

all persons identified by Essen to be Settlement Class Members with current or last known mailing addresses.

- 7.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall not be used for marketing purposes by the Settlement Administrator; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose.
- 7.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) approval of claims by persons other than Class Members, (ii) submission of more than one Claim Form per Class Member, and (iii) submission of Claim Forms seeking amounts to which the Class Member is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.
- 7.7 Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website (www.EHCSettlement.com) to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Consolidated Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests of Exclusion electronically through the Settlement Website. The Settlement Website shall remain active until 90 days after the Effective Date.
- 7.8 Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Class is by notifying the Settlement Administrator in writing, postmarked no later than 60 days after the Notice Date. Any Class Member may submit a Request for

Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be in writing and must identify the case name, *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; state the name, address and telephone number of the Class Member seeking exclusion; be physically signed by the person(s) seeking exclusion; and must also contain 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.” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

The Settlement Administrator shall provide the Parties with the opt-out list no later than 5 days following the conclusion of the Opt-Out Period.

- 7.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than 60 days after the Notice Date (the “Objection Deadline”). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Class Member does not enter an appearance, they will be represented by Class Counsel. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within 60 days following the Notice Date. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member’s full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement

Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Incident); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) 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 (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be (1) sent to the designated Post Office Box established by the Claims Administrator, (2) served upon Class Counsel and Essen's counsel identified below, and (3) submitted to the Court (a) either by mailing them to the Clerk's Office, Office of the Bronx County Clerk & Commissioner of Jurors, 851 Grand Concourse, Room 118, Bronx, NY 10451, or by filing them in person at the Supreme Court of the State of New York, Bronx County, or (b) submitted in the manner specified by the Court in a Preliminary Approval Order or other applicable order. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

8. SETTLEMENT ADMINISTRATION

8.1 Submission of Claims:

- (a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period on or before

the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

- (b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

8.2 Settlement Administrator's Duties:

- (a) Cost Effective Claims Processing. The Settlement Administrator shall administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Dissemination of Notices. The Settlement Administrator shall disseminate Notices as provided for in this Agreement.
- (c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Essen's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Essen's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:
 - (i) Receive Requests for Exclusion from Class Members and provide Class Counsel and Essen's Counsel a copy thereof no later than 5 days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Essen's Counsel;
 - (ii) Receive Objections from Class Members and provide Class Counsel and Essen's Counsel a copy thereof no later than 5 days following the deadline for submission of the same. If the Settlement Administrator receives any Objections after

expiration of the Objection Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Essen's Counsel;

- (iii) Provide weekly reports to Class Counsel and Essen's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Essen's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- (iv) Make available for inspection by Class Counsel and Essen's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- (v) Cooperate with any audit by Class Counsel or Essen's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

8.3 Requests For Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class member who submits a Claim Form.

9. SERVICE AWARDS

- 9.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives in an amount not to exceed three thousand dollars and no cents (\$3,000). Class Counsel may file a motion seeking Service Awards for the Class Representatives on or before 14 days prior to the Objection Deadline.
- 9.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within 10 business Days after the Effective Date.

- 9.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.
- 9.4 The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

10. ATTORNEYS' FEES, COSTS, AND EXPENSES

- 10.1 Class Counsel may file a motion for an award of attorneys' fees up to one-third ($1/3$ or approximately 33.33%) of the Settlement Fund and, separately, reasonable out-of-pocket litigation costs and expenses to be paid from the Settlement Fund no later than 14 days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. Any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel shall be paid in the amount approved by the Court by the Settlement Administrator from the Settlement Fund within 10 business Days after the Effective Date.
- 10.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.
- 10.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's attorneys' fees, costs, or expenses. The Parties did not discuss or agree upon the amount of attorneys' fees, costs, and expenses until after the substantive terms of the Settlement had been agreed upon.

11. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- 11.1 The Effective Date of the Settlement shall be 5 days after all of the following conditions have occurred:
- (a) Essen and Class Counsel execute this Agreement;
 - (b) The Court enters the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto as **Exhibit C**;
 - (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;

- (d) The Court enters the Final Approval Order, without material change to the Parties' agreed-upon proposed Final Approval Order attached hereto as **Exhibit B**, respectively; and
 - (e) The Final Approval Order has become "Final" because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.
- 11.2 If the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order, or the Final Approval Order does not become Final (as described in Paragraph 11.1(e) of this Agreement), Essen may at its sole discretion terminate this Agreement on 5 Business Days' written notice from Essen's Counsel to Class Counsel.
- 11.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within 14 days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within 7 days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the attorneys' fees, costs, or expenses and/or Service Awards.
- 11.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.
- 11.5 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Paragraphs 4.10, 4.11, 11.5, and 11.6 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class

motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

- 11.6 Notwithstanding any provision of this Agreement to the contrary, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees, costs, and expenses.
- 11.7 Defendant shall have the right, but not the obligation, to terminate the Settlement, returning all Parties to the status quo as though a settlement of the Action had not been attempted, if (1) more than two hundred (200) Class Members submit valid and timely requests to exclude themselves from the Settlement pursuant to Paragraph 7.8, and (2) Defendant provides written notice to Class Counsel and the Court terminating the Settlement within ten (10) days of the Class Administrator providing the Parties with the opt-out list as set forth in Paragraph 7.8.

12. NO ADMISSION OF WRONGDOING OR LIABILITY

- 12.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:
- (a) shall not be offered or received against Essen or Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Essen with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Essen;
 - (b) shall not be offered or received against Essen or Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Essen;

- (c) shall not be offered or received against Essen or Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Essen or Released Parties, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- (d) shall not be construed against Essen or Released Parties as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Essen have any merit.

13. REPRESENTATIONS

13.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

14. NOTICE

14.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all the following:

Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: (270) 821-0656
gklinger@milberg.com

Andrew Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Tel: (310) 474-9111
aferich@ahdootwolfson.com

Israel David
ISRAEL DAVID LLC
60 Broad Street, Suite 2900
New York, NY 10004
Tel: (212) 350-8850
israel.david@davidllc.com

Raina Borrelli
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
Tel: (872) 263-1100
raina@straussborrelli.com

Kevin Laukaitis
LAUKAITIS LAW LLC
954 Avenida Ponce De Leon
Suite 205, #10518
San Juan, PR 00907
Tel: (215) 789-4492
klaukaitis@laukaitislaw.com

- 14.2 All notices to Essen or Essen's Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

Daniel M. Braude
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Tel: (267) 930-1316
dbraude@mullen.law

- 14.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First-Class mail to the "Essen Health Care Settlement Administrator" at a dedicated post office box established by the Settlement Administrator.

14.4 The notice recipients and addresses designated in this Section may be changed by written notice.

15. MISCELLANEOUS PROVISIONS

- 15.1 Representation by Counsel. The Class Representatives and Essen represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.
- 15.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.
- 15.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 15.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 15.5 No Additional Persons with Financial Interest. Essen shall not be liable for any additional attorneys' fees, costs, and expenses of any Class Member's counsel, including any potential objectors or counsel representing a Class Member, other than what is expressly provided for in this Agreement.
- 15.6 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

- 15.7 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.
- 15.8 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 15.9 Severability. Subject to the provisions of Paragraph 10.3, 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 separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 15.10 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 15.11 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 15.12 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the state of New York, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 15.13 Interpretation:
- (a) Definitions apply to the singular and plural forms of each term defined.
 - (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
 - (c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."
- 15.14 No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

- 15.15 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations.
- 15.16 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of this Court, and this Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.
- 15.17 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 15.18 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 15.19 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.
- 15.20 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.
- 15.21 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 15.22 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- 15.23 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Dated: September __, 2025

Gary M. Klinger

AHDOOT & WOLFSON, PC

Dated: September __, 2025

Andrew W. Ferich

ISRAEL DAVID LLC

Dated: September __, 2025

Israel David

STRAUSS BORRELLI PLLC

Dated: September __, 2025

Raina Borrelli

LAUKAITIS LAW LLC

Dated: September __, 2025

Kevin Laukaitis

Dated: September __, 2025

Marilyn Rivera

Dated: September __, 2025

Franchie Muniz

Dated: September __, 2025

Michelle Owens

Dated: September __, 2025

Florin Carstenoiu

Dated: September __, 2025

Luigi Hernandez

Dated: September __, 2025

Anggie Genao De Hernandez

MULLEN COUGHLIN LLC

Dated: September 17, 2025



Daniel M. Braude

**ESSEN MEDICAL ASSOCIATES,
P.C.**

Dated: September 17, 2025

R Munjal

Ranjan Munjal

EXHIBIT A

CLAIM FORM FOR ESSEN HEALTH CARE DATA BREACH SETTLEMENT BENEFITS

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

USE THIS FORM TO MAKE A CLAIM FOR DOCUMENTED LOSS PAYMENT OR A PRO RATA CASH FUND PAYMENT

The DEADLINE to submit this Claim Form is postmarked: [XXXX XX, 20XX]

I. GENERAL INSTRUCTIONS

If you are an individual who was notified that your Personal Information was potentially compromised as a result of a network security incident (the “Network Incident”) impacting Essen Medical Associates, P.C. (“Essen”) computer systems, you are a Class Member.

As a Class Member, you are eligible to make a claim for:

(1) up to a \$5,000 cash payment for reimbursement of Documented Losses, the exact amount of which will depend on the extent to which Documented Losses are supported by Reasonable Documentation and determined by the Settlement Administrator to be more likely than not a result of the Network Incident, and not otherwise reimbursable by insurance (“Documented Loss Payment”);

OR

(2) a pro rata Cash Fund Payment of up to \$100, the exact amount of which will depend on the number of Class Members who participate in the Settlement. Cash Fund Payments may be reduced *pro rata* (equal share) depending on how many Class Members submit claims.

Complete information about the Settlement and Settlement Benefits are available at www.EHCSettlement.com.

Please complete this Claim Form on behalf of the individual who received a notification from Essen Medical Associates, P.C. If you are the parent of a minor(s) who received a breach notification, please submit the form using the minor(s)’s personal information.

This Claim Form may be submitted online at www.EHCSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

XXXXXXXX Settlement Administrator
PO Box XXXXXX
XXXXXXXX

Date: _____

Signature: _____

Print Name _____

**VII. ATTESTATION
(REQUIRED FOR DOCUMENTED LOSS PAYMENT CLAIMS ONLY)**

I, _____, declare that I suffered the Documented Losses claimed above.
[Name]

I also attest that the Documented Losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of New York that the foregoing is true and correct.

Executed on _____, in _____, _____.
[Date] [City] [State]

[Signature]

VIII. HOW YOU WILL RECEIVE YOUR PAYMENT

If you submitted an Approved Claim for a cash Settlement Payment in this Claim Form, after the Settlement is approved, an email will be sent from [] to the email address you provided on this Claim Form, prompting you to elect your method of payment. Popular electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, the claims administrator may attempt to send you a check relying on your physical address on file.

EXHIBIT B

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

MARILYN RIVERA, FRANCHIE MUNIZ,
MICHELLE OWENS, FLORIN CARSTENOIU,
LUIGI HERNANDEZ, and ANGGIE GENAO DE
HERNANDEZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ESSEN MEDICAL ASSOCIATES, P.C. d/b/a
ESSEN HEALTH CARE,

Defendant.

Index No. 801239/2024E

CLASS ACTION

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement among Marilyn Rivera, Franchie Muniz, Michelle Owens, Florin Carstenoiu, Luigi Hernandez, and Anggie Genao De Hernandez ("Plaintiffs" or "Class Representatives"), individually and on behalf of the proposed Settlement Class, and Defendant Essen Medical Associates, P.C. ("Essen" or "Defendant"), as fair, reasonable, and adequate.

This Court has jurisdiction over all claims in this Action and all Parties hereto. Having reviewed and considered the Settlement Agreement, the Motion for Final Approval of the Class Action Settlement, and the Motion for Attorneys' Fees, Costs, and Service Awards, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Approval Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action Settlement; and

THE COURT being required under NY CPLR § 901 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affirmations filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and oral arguments presented to the Court;

IT IS ON THIS ____ day of _____, 2025,

ORDERED that:

1. The Settlement involves allegations in Plaintiffs' Consolidated Amended Complaint involving a data Incident that targeted Essen. Plaintiffs claim that Essen failed to safeguard and protect the personally identifiable information and/or protected health information (collectively, "Personal Information") of Class Members and that this alleged failure caused injuries to Plaintiffs and the Settlement Class. Essen denies Plaintiffs' claims.

2. The Settlement does not constitute an admission of liability by Essen, and the Court expressly does not make any finding of liability or wrongdoing by Essen.

3. Unless otherwise noted, capitalized terms in this Order have the same meaning as set forth in the Settlement Agreement.

4. On ____ , 2025, the Court entered an Order (the "Preliminary Approval Order") which among other things: (a) approved the Notice to the Settlement Class, including approval of

the form and manner of notice under the Notice Plan set forth in the Settlement Agreement; (b) provisionally certified a class in this matter for settlement purposes only, including defining the class, appointed Plaintiffs as the Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to NY CPLR §§ 901 and 902 for settlement purposes only, the Court certified the Settlement Class, defined as follows:

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

The Settlement Class specifically excludes: (1) the judges presiding over the Action and members of their families; (2) Essen, its subsidiaries, parent companies, successors, predecessors, and any entity in which Essen or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person. Based upon representations by Essen, the estimated size of the Settlement Class is 907,782.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the Settlement is fair, reasonable, and adequate and meets the requirements of NY CPLR §§ 901 and 902. The Settlement Agreement, attached to the Motion for Preliminary Approval of the Class Action Settlement, is

incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for: (a) a process for Settlement Class Members to submit claims for reimbursement of documented losses or costs of up to \$5,000 per Class Member that were incurred as a result of the Incident and a process for Class Members to submit claims for a Pro Rata Cash Payment of up to \$100; (b) equitable relief in the form of business practices changes by Essen; (c) payment of all Notice and Settlement Administration costs; (d) payment of a Court-approved amount for the Attorneys' Fees and Costs of Settlement for which Class Counsel may request up to 33.3% of the Settlement Fund (i.e., \$1,333,333.33), plus the reimbursement of their litigation costs; and (e) payment of a Service Award of up to \$3,000 to each of the named Class Representatives.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate, in the best interests of the Settlement Class, and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing and the Motion for Final Approval of the Class Action Settlement and the Motion for Attorneys' Fees, Costs, and Service Awards has been provided to Class Members as directed by this Court's Orders, and an affirmation of the Settlement Administrator's compliance with the Notice Plan has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all

Class Members in compliance with the requirements of NY CPLR § 901. Commencing on _____, 2025, pursuant to the Settlement Agreement and the Preliminary Approval Order, Epiq, as the Settlement Administrator, provided Notice to Class Members in compliance with the Settlement Agreement and the Notice Plan, due process, and NY CPLR § 901.

11. The Court finds that the Settlement Administrator's Notice fully and accurately informed Class Members about the litigation and the existence and terms of the Settlement Agreement; advised Class Members of all terms of the Settlement; advised Class Members of their right to request exclusion from the Settlement and provided sufficient information so Class Members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement; provided procedures for Class Members to file written objections to the proposed Settlement, to appear at the Final Approval Hearing, and to state objections to the proposed Settlement; and provided the time, date, and place of the Final Approval Hearing.

12. The Court reviewed Plaintiffs' Motion for Final Approval of the Class Action Settlement and Motion for Attorneys' Fees, Costs, and Service Awards and all supporting materials, including but not limited to the Settlement Agreement. [No Class Members have objected to the Settlement.] [__ Class Member(s) has/have objected to the Settlement. The Court has considered the objection(s) and finds the objection(s) to be without merit. The objection(s) is/are overruled.] All persons who did not object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

13. Based on the record before the Court, IT IS HEREBY ORDERED AND ADJUDGED:

14. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of Class Members. The Settlement Agreement was negotiated at arm's-length, in good faith, and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating this Action, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Class Members, is not contrary to the public interest, and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the settlement is fair, reasonable, adequate, and in the best interests of the Class Members.

15. The Court finally and unconditionally grants approval of the Settlement Agreement in full. This Final Approval Order and Judgment shall have a res judicata effect and bar the Plaintiffs and Each Settlement Class Member who did not timely opt out from bringing any action against Essen or the Released Parties asserting any of the Released Claims as provided in the Settlement Agreement.

16. The Court incorporates its conclusions in the Preliminary Approval Order regarding the satisfaction of NY CPLR § 901. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

17. The Court grants final approval of the appointment of Plaintiffs Marilyn Rivera, Franchie Muniz, Michelle Owens, Florin Carstenoiu, Luigi Hernandez, and Anggie Genao De Hernandez as the Class Representatives and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

18. The Court grants final approval of the appointment of Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, Israel

David of Israel David LLC, Raina C. Borrelli of Strauss Borrelli PLLC, and Kevin Laukaitis of Laukaitis Law LLC as Settlement Class Counsel (collectively “Class Counsel” or “Settlement Class Counsel”).

19. The Court awards \$3,000 to each of the Class Representatives as Service Awards. The Court finds these amounts are justified by their service to the Settlement Class. Payment shall be made pursuant to the procedures set forth in the Settlement Agreement.

20. The Court awards Class Counsel a total of 33.3% of the Settlement Fund (i.e., \$1,333,333.33) plus the reimbursement of their litigation costs. The Court finds these amounts to be fair and reasonable. Payment shall be made pursuant to the procedures set forth in the Settlement Agreement.

21. Pursuant to the Settlement Agreement, Essen, and the Settlement Administrator, shall implement the Settlement in the manner and time frame as set forth therein.

22. Pursuant to Settlement Agreement, and upon the Effective Date, Plaintiffs and Settlement Class Members shall have released all Released Claims (including Unknown Claims) against Essen and all Released Parties as set forth in the Settlement Agreement.

23. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, Plaintiffs and each Settlement Class Member (collectively and individually, the “Releasing Persons”) will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

24. All costs of the settlement, including all awards and payments to Settlement Class Members, costs of Settlement Administration, the Attorneys’ Fees Award and Costs to Class

Counsel, and the Class Representatives' Service Awards shall be paid in accordance with the terms of the Settlement Agreement.

25. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against Essen of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the litigation.

26. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements, and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Essen or the Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

27. Consistent with the Settlement Agreement, if the Effective Date does not occur for any reason, the following will occur: (a) the Final Approval Order and Judgment and all of its provisions, will be vacated, including, but not limited to the Attorneys' Fees Award and Costs and the Class Representatives' Service Awards, and the Final Approval Order and Judgment will not waive, release, or otherwise impact the Parties' rights or arguments in any respect; and (b) the litigation will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the litigation as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement, or any part

of the Parties' settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the litigation.

28. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation, interpretation, implementation, and enforcement of the Settlement Agreement.

29. This Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Dated: _____
Bronx, New York

SO ORDERED:

Hon. Alison Y. Tuitt, J.S.C.

EXHIBIT C

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

MARILYN RIVERA, FRANCHIE MUNIZ,
MICHELLE OWENS, FLORIN CARSTENOIU,
LUIGI HERNANDEZ, and ANGGIE GENAO DE
HERNANDEZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ESSEN MEDICAL ASSOCIATES, P.C. d/b/a
ESSEN HEALTH CARE,

Defendant.

Index No. 801239/2024E

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL**

This matter came before the Court on Plaintiffs Marilyn Rivera, Franchie Muniz, Michelle Owens, Florin Carstenoiu, Luigi Hernandez, and Anggie Genao De Hernandez's ("Plaintiffs" or "Class Representatives") Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement. Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant Essen Medical Associates, P.C. ("Essen" or "Defendant"), have entered into a Settlement Agreement (the "Settlement Agreement").

Having reviewed the motion, the Settlement Agreement,¹ and all exhibits attached thereto, and the record in this case, and for good cause shown:

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to NY CPLR Ch. 8, Art. 9, §§ 901(a)(1)-(5) and 902, the Court conditionally certifies the Settlement Class in this matter defined as follows:

All natural persons who are residents of the United States whose Personal Information was potentially compromised in the Incident and 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: (1) the Judges presiding over the Action and members of their families; (2) Essen, its subsidiaries, parent companies, successors, predecessors, and any entity in which Essen or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable; (2) there are questions of law or fact common to the Settlement Class which predominate over any questions affecting only individual class members; (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class; (4) the Class Representatives will fairly and adequately protect the interests of the Settlement Class; (5) a

¹ Unless otherwise indicated, capitalized terms used in this Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as in the Settlement Agreement.

class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. **Settlement Class Representatives and Settlement Class Counsel.** Marilyn Rivera, Franchie Muniz, Michelle Owens, Florin Carstenoiu, Luigi Hernandez, and Anggie Genao De Hernandez are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and, therefore, typical of the Class and that they will be adequate Class Representatives. The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, Israel David of Israel David LLC, Raina C. Borrelli of Strauss Borrelli PLLC, and Kevin Laukaitis of Laukaitis Law LLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class to warrant providing Notice of the Settlement to the Settlement Class and, accordingly, is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202_, at _____ o'clock [a.m./p.m.] in the Supreme Court of the State of New York, Bronx County, 851 Grand Concourse, Bronx, New York 10451, to determine, among other things, whether: (a) this matter should be finally certified as a class action for

settlement purposes pursuant to NY CPLR Ch. 8, Art. 9, §§ 901(a)(1)-(5); (b) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to NY CPLR Ch. 8, Art. 9, § 908; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (except those who have made timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; and (e) Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Epiq as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All costs associated with the Notice Plan shall be paid from the Settlement Fund. Essen shall disclose the necessary names and mailing addresses to the Settlement Administrator for purposes of the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. The Settlement Administrator shall maintain any names and mailing addresses obtained from Essen in the course of the class notification and claims administration process securely and confidentially and shall use such information solely for purposes of effecting class notice and claims administration under the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement, including the Claim Form, Short Form Notice, and Long Form Notice, which are attached to the Settlement Agreement as **Exhibits A, E, and D**, respectively, satisfy the requirements of NY CPLR Ch. 8, Art. 9, §§ 904 and 908 and constitute reasonable notice of the Lawsuit and Settlement and are hereby approved. Non-material modifications to these exhibits may be made without further

order of the Court. The Settlement Administrator and Essen are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within thirty-five (35) days from the date of this Order (the “Notice Deadline”), the Settlement Administrator and Essen shall initiate the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

8. **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to NY CPLR Ch. 8, Art. 9, §§ 904 and 908. Specifically, the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Moreover, the Notice is clear and straightforward: it apprises Settlement Class Members of the pendency of the Lawsuit; describes the essential terms of the Settlement; defines the Settlement Class; clearly describes the options available to the Settlement Class and the deadlines for taking action; explains procedures for making claims, objections, or requesting exclusion; provides information that will enable Settlement Class Members to calculate their individual recovery; discloses the Plaintiffs’ requested attorneys’ fees, costs, and expenses, and Class Representatives’ requested Service Awards; describes the date, time, and place of the Final Approval Hearing; and prominently displays the address and phone number of proposed Settlement Class Counsel. Finally, direct mailing, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Program meets all applicable requirements of law pursuant to NY CPLR Ch. 8, Art. 9, §§ 904 and 908.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than sixty (60) Days from the date of this Order (the “Opt-Out Period”). The written notification must include all of the information set forth in Paragraph 7.8 of the Settlement Agreement, as follows:

- (i) state the name, address and telephone number of the Class Member seeking exclusion;
- (ii) be physically signed by the person(s) seeking exclusion; and
- (iii) contain 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.*, Supreme Court of the State of New York, Bronx County, No. 801239/2024E.”

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court, no later than **five (5) Days after the last day of the Opt-Out Period.**

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit

valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards for the Class Representatives.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (1) filed with the Clerk of Court by the Objection Date as set forth in the Settlement Agreement, and (2) mailed or hand-delivered concurrently upon (a) Settlement Class Counsel, (b) Essen's Counsel, and (c) the Settlement Administrator, at the addresses listed in the Notice, and postmarked by no later than the Objection Deadline set forth in the Settlement Agreement, and as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 7.9 of the Settlement Agreement, which is as follows:

- (a) identify the case name and number;
- (b) state the Class Member's full name, current mailing address, and telephone number;
- (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class;
- (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Incident);
- (e) identify the specific factual and legal grounds for the objection;
- (f) identify whether the Objection is an objection to the Settlement in part or in whole;

- (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class;
- (h) identify all counsel representing the Class Member, if any;
- (i) 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 (5) years;
- (j) include all documents or writings that the Class Member desires the Court to consider;
- (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and
- (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Preliminary Approval Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement, if the Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, or Plaintiffs' Attorneys' Fees, Costs, Expenses, and/or Service Awards Requests for Class Representatives.

If the Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and

shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, and Plaintiffs' Attorneys' Fees, Costs, Expenses, and/or Service Awards Requests for Class Representatives.

11. **Claims Process and Allocation Plan.** Settlement Class Counsel and Essen have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for distribution of the Settlement consideration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the

Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Essen of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

| <u>EVENT</u> | <u>DATE</u> |
|---|--|
| Notice Date | 35 days after Preliminary Approval |
| Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, and Service Awards | 14 days prior to Opt-Out and Objection Dates |
| Deadline for Settlement Class Members to Object to Settlement | 60 days after Notice Date |
| Deadline for Settlement Class Members to Opt-Out of Settlement | 60 days after Notice Date |
| Deadline for Plaintiffs to File Motion for Final Approval of Settlement | 14 days after Opt-Out and Objection Dates |
| Deadline for Class Members to Submit Claim Forms (Electronically or Postmarked by Mail) | 90 days after Notice Date |
| <u>Final Approval Hearing</u> | <p>_____</p> <p>[No earlier than 150 days after entry of the Preliminary Approval Order]</p> |

SO ORDERED THIS _____ DAY OF _____, 2025.

Hon. Alison Y. Tuitt, J.S.C.

EXHIBIT D

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 which 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 Data 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 Out-of-Pocket Losses:** Reimbursement of up to five thousand dollars (**\$5,000**) for unreimbursed costs or expenditures incurred by a Settlement Class Member as a result of the Data Incident. Documented Out-of-Pocket 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 Data Incident; and
- (2) **Pro Rata Cash Payment:** As an alternative to receiving payment for Documented Out-of-Pocket Losses, the settlement provides for a Pro Rata Cash Payment of up to one hundred dollars (\$100).

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 | 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: DATE | 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 Notice. |
| Object to or Comment on the Settlement Deadline: DATE | 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 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 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 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 Notice carefully. You can learn more about the settlement by visiting www.EHCSettlement.com or by calling 1-XXX-XXX-XXXX.

Further Information about this Notice and the Litigation

1. Why was this notice issued?

Settlement Class Members are eligible to receive benefits from a proposed settlement in the Litigation. The Court overseeing the Litigation authorized this notice to advise Settlement Class Members about the proposed settlement that will affect their legal rights. This 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 Angie Genao De Hernandez.

4. *Why is there a settlement?*

The Plaintiffs in the Litigation, through their attorneys, investigated the facts and law relating to the issues in the Litigation. The Plaintiffs and Class Counsel believe that 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 is defined as “all natural persons who are residents of the United States whose Personal Information was potentially compromised in the Incident and 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 the following individuals and/or entities: (1) the Judges presiding over the Action and members of their families; (2) Essen, its subsidiaries, parent companies, successors, predecessors, and any entity in which Essen or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) 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 four million dollars (\$4,000,000) 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 one million three hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,333,333.33); and (iv) Service Awards, not to exceed three thousand dollars (\$3,000) 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 submit timely and valid Opt-Out requests 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 of the following to be paid from the Settlement Fund: (i) Documented Out-of-Pocket Losses, which provides reimbursement of up to five thousand dollars (\$5,000) for any documented out-of-pocket losses or (ii) a pro rata Cash Fund Payment of up to one hundred (\$100) in cash.

Depending on how many Approved Claims are submitted, the amounts of the pro rata Cash Fund Payment of up to one hundred dollars (\$100) 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 Out-of-Pocket Losses also may be adjusted depending on how many Approved Claims are submitted.

9. *What are Documented Out-of-Pocket Losses?*

Documented Out-of-Pocket Losses: Documented Out-of-Pocket Losses means the unreimbursed costs or expenditures incurred by a Settlement Class Member as result of the Data Incident. Settlement Class Members may seek reimbursement for up to five thousand dollars (\$5,000). Examples of Documented Out-of-Pocket 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.

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

10. *What is the Pro Rata Cash Payment?*

In addition, Settlement Class Members may also claim a Cash Fund Payment of up to one hundred dollars (\$100), by submitting a timely and valid Claim Form. Settlement Class Members seeking a Pro Rata Cash Payment must provide the information required on the Claim Form. Class Members who submit a Claim for a Cash Fund Payment will not be entitled to a Documented Loss Payment. 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 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 non-profit 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 payments and the amount of payment for Documented Out-of-Pocket Losses will be adjusted downward proportionally among all Settlement Class Members who submitted Approved Claims (subject to the caps described above).

12. *What happens after all claims are processed and there are funds remaining?*

If there are any funds remaining after all Approved Claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to a non-profit 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 Data Incident or the issues raised in this Litigation, you must exclude yourself (or “opt out”) from 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 by opting out) 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 you 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 timely provide all required information 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) and must also contain 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:

TBD

Your request must be in writing and postmarked no later than 60 days after the Notice Date, or _____[Month/Day/Year].

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 Data 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 from 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 the 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:

| Court | Settlement Administrator |
|---|--|
| <p style="text-align: center;">Clerk's Office Office of the Bronx County Clerk & Commissioner of Jurors 851 Grand Concourse, Room 118 Bronx, NY 10451</p> <p style="text-align: center;">(May be filed with the Court in person instead of being mailed.)</p> | <p style="text-align: center;">[INSERT ADDRESS]</p> |
| Class Counsel | Defendant's Counsel |
| <p style="text-align: center;">Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Tel: (270) 821-0656 gklinger@milberg.com</p> <p style="text-align: center;">Andrew Ferich AHDOOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087 Tel: (310) 474-9111 aferich@ahdootwolfson.com</p> <p style="text-align: center;">Israel David ISRAEL DAVID LLC 60 Broad Street, Suite 2900 New York, NY 10004 Tel: (212) 350-8850 israel.david@davidllc.com</p> <p style="text-align: center;">Raina Borrelli STRAUSS BORRELLI PLLC 980 N. Michigan Avenue Suite 1610 Chicago, IL 60611 Tel: (872) 263-1100 raina@straussborrelli.com</p> <p style="text-align: center;">Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907 Tel: (215) 789-4492 klaukaitis@laukaitislaw.com</p> | <p style="text-align: center;">Daniel M. Braude MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 Tel: (267) 930-1316 dbraude@mullen.law</p> |

Your objection must be filed or postmarked no later than the objection deadline, [**INSERT OBJECTION DEADLINE**]. 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 (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Incident); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) 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 (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the 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 _____, 202__ at _____ a.m./p.m. in 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 COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Tel: (270) 821-0656 gklinger@milberg.com</p> | <p>Andrew Ferich AHDOOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087 Tel: (310) 474-9111 aferich@ahdootwolfson.com</p> |
| <p>Israel David ISRAEL DAVID LLC 60 Broad Street, Suite 2900 New York, NY 10004 Tel: (212) 350-8850 israel.david@davidllc.com</p> | <p>Raina Borrelli STRAUSS BORRELLI PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611 Tel: (872) 263-1100 raina@straussborrelli.com</p> |
| <p>Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907 Tel: (215) 789-4462 klaukaitis@laukaitislaw.com</p> | |

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 one million three hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,333,333.33), plus reasonable costs and expenses. Class Counsel will also request approval of Service Awards of three thousand dollars (\$3,000) 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:

| |
|--|
| <p>Daniel M. Braude MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 Tel: (267) 930-1316 dbraude@mullen.law</p> |
|--|

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

For Further Information

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

This 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 Representative, and more, please visit www.EHCSettlement.com or call the Settlement Administrator at the following toll-free phone number (1-XXX-XXX-XXXX).

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

Epiq
[INSERT CONTACT INFO]

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

EXHIBIT E

CLAIM ID _____

Why am I receiving this notice? A class action settlement in the case styled *Rivera, et al. v. Essen Medical Associates, P.C., Index No. 801239/2024E* in the Supreme Court of the State of New York, Bronx County has been reached (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 which occurred between March 14, 2023 and March 22, 2023 (the "Incident"). You are receiving this notice because Essen records show that your personally identifiable information ("PII") and private health information ("PHI") was potentially compromised as a result of the Incident.

Who's Included in the Settlement Class? All persons who are residents of the United States whose Personal Information was potentially compromised in the Incident and received notice that their Personal Information may have been compromised in the Incident.

What are the Settlement terms? The Settlement provides to the Settlement Class Members who submit a valid claim a choice of either 1) a reimbursement of up to five thousand dollars (\$5,000) for unreimbursed costs or expenditures incurred as a result of the Incident ("Documented Out-of-Pocket Losses"), which 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; or alternatively 2) a pro rata Cash Fund Payment of up to one hundred dollars (\$100), the exact amount of which will depend on the number of Class Members who participate in the Settlement. The maximum amount that any Settlement Class Member can receive is \$5,000. Please visit www.EHCSettlement.com 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, 20__**.

What are my other options? If you **Stay** in the Settlement Class, you will be legally bound by the Settlement's terms and you will release your claims against Essen, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 20__**. If you **Opt Out**, you will not be entitled to any relief, but you will retain the ability to file your own claim against Essen. If you do not **Opt Out**, you may **Object** to the Settlement by **Month DD, 20__**. The Long Form Notice available on the Settlement Website explains how to **Opt Out** or **Object**.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing on **Month DD, YY**, to consider whether to approve the Settlement and a request for \$1,333,333.33 in attorneys' fees, plus expenses for plaintiffs' counsel, and \$3,000 service awards for each Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to appear. For more information, visit the website.

Do I have a lawyer in the case? The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Andrew W. Ferich of Ahdoot & Wolfson PC, Israel David of Israel David LLC, Raina Borelli of Strauss Borelli PLLC, and Kevin Laukaitis of Laukaitis Law LLC. These lawyers will be paid from the Settlement Fund, and their contact information is in the Long Form notice on the Settlement website.

For more information, please visit www.EHCSettlement.com, or call toll-free XXX-XXX-XXXX