

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

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

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

Defendant.

Index No. 801239/2024E

CLASS ACTION

**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 Class Action Settlement, and the Motion for Attorneys' Fee Award and 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 10th day of July, 2026,

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 January 8, 2026 (Dkt. No. 45), 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 (the de-duplicated class list contains 903,232 unique, identified Class Members).

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 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 Fund Payment of up to \$100; (b) equitable relief in the form of business practices changes by Essen; (c) payment of all Notice and Administrative Expenses; (d) payment of a Court-approved amount for the attorneys' Fee Award and Costs 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 Class Action Settlement and the Motion for Attorneys' Fee Award and 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 March 3, 2026, 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 Class Action Settlement and Motion for Attorneys' Fee Award and Costs and Service Awards and all supporting materials, including but not limited to the Settlement Agreement. 18 Class Members have opted out of the Settlement. One Class Member has objected to the Settlement. That Class Member did not attend or appear at the Final Approval Hearing held by the Court on July 7, 2026. The Court has considered the objection and finds the objection to be without merit. The objection is 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 Angie 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 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 hereby approves an award to Class Counsel of attorneys’ fees in an amount of \$1,333,333.33 and litigation costs and expenses in an amount of \$1,733.28. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement. The Court finds these amounts to be fair and reasonable pursuant to NY CPLR § 909 to determine a reasonable fee in a class action.

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 the 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 this Final Approval 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’ Fee Award and Costs and 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) this Final Approval Order and Judgment and all of its provisions, will be vacated, including, but not limited to the attorneys' Fee Award and Costs and the Class Representatives' Service Awards, and this 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.

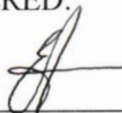
28. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation, interpretation, implementation, and enforcement of the Settlement Agreement.

29. This Final Approval 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: July 10, 2026
Bronx, New York

SO ORDERED:



Hon. Elizabeth A. Taylor, J.S.C.