S SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

NONI WAHAB, GINA ADDORISIO, DANIEL OUGRIN, LAVERNE CARR, DIANE YOUNG, as parent and guardian of Q.Y., a minor, and STEPHEN SCHLAUGIES, individually and on behalf of all others similarly situated, Plaintiffs, v. BOSTON CHILDREN'S HEALTH PHYSICIANS, LLP and ATSG, INC., Defendants.	**FINAL APPROVAL ORDER** Index No. 73692/2024

WHEREAS, on October 27, 2025, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

[PROPOSED] FINAL APPROVAL ORDER

WHEREAS, on June 27. 2025, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow, Jean Martin, and Christian Levis as Class Counsel; (5) appointed Kroll Settlement Administration LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice, Email Notice, and the Long Form

Notice was available to Settlement Class members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, there were no objections or the Settlement and only 4 Settlement Class Members opted-out of the Settlement;

WHEREAS, on December 10, 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, CPLR § 904, and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors from *In Re Colt Indus. S'holder Litig.*, 155 A.D.2d 154, 161 (1st Dept 1990), including: (1) the likelihood that plaintiffs will succeed on the merits; (2) the extent of support of the parties; (3) the judgment of counsel; (4) the presence of good faith bargaining; and (5) the complexity and nature of the issues of law an fact.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and is consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as the Class Representatives is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of CPLR § 901 for Settlement purposes in that: (1) the class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable; (2) there are questions of law and fact common to the class which predominate over any questions affecting

individual members; (3) the claims or defenses of the representative parties are typical of the claims or defense of the class; (4) the representative parties will fairly and adequately protect the interests of the class; and (5) the class action is superior to other available methods for the fair and efficient adjudication of the controversy. The Court has also evaluated the following discretionary factors identified in CPLR § 902: (1) interest of class members in individually prosecuting their claims; (2) inefficiency of multiple actions; (3) extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (4) desirability of concentrating claims in a particular forum; and (5) difficulty of managing class-wide litigation. Lastly, in finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and very few opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

> All living individuals who were sent a notice by Defendant BCHP that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendants; and the Judge assigned to the Action, that Judge's immediate family, and Court staff.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

16. The Class Representatives are awarded $ 2,500.00 each for serving as representatives for the Settlement Class in this Action. Payment shall be made in accordance with the Agreement.

17. Pursuant CPLR § 909 and other applicable law, Class Counsel is awarded $1,545,000.00 for attorneys' fees. Class Counsel is also awarded costs in the amount of $20,101.39. These payments shall be made in accordance with the Agreement.

18. In awarding attorneys' fees, the Court evaluated the following factors identified in *Fiala v. Metro. Life Ins. Co.*, 889 N.Y.S. 2d 531 (N.Y. Sup. Ct. 2010) and determined that attorneys' fees as a percentage of the common fund obtained from Class Counsel's efforts is preferable and the amount is awarded is reasonable.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be

admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members, with the exception of 832399F6WZ15R 83239CMFGHHPY 83239CTY15X69, and 83239CQT885VT, who have properly and timely opt-ed out of the Settlement, shall be bound by the Settlement and Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED this 10 day of December, 2025.

HON. GRETCHEN WALSH
SUPREME COURT JUSTICE