

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION NO: 2484CV02307

Plaintiff,

V.

Defendant.

This Amended Settlement Agreement<sup>1</sup> is entered into between Plaintiff Joan Tozzi, on behalf of herself and the Settlement Class, and South Shore Mental Health Center d/b/a Aspire Health Alliance (“Aspire”), as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

1. Aspire is a state-designated community behavioral health center that provides intervention and mental health treatment and recovery programs throughout Massachusetts. Aspire collects, maintains, and stores information pertaining to current and former employees and patients, including confidential personally identifiable information and protected health information.

<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

2. On or about September 13, 2023, Aspire discovered that an unauthorized third-party gained access to Aspire's digital environment. The files accessed may have included the following information entrusted to Aspire for treatment or employment, or both: names, dates of birth, dates of medical services, individual health insurance policy numbers, physician or medical facility information, medical condition or treatment information, Medicare or Medicaid numbers, and patient account numbers.

3. On April 26, 2024, Aspire began sending notice letters to affected individuals regarding the Data Incident.

4. On May 10, 2024, Plaintiff filed a complaint against Aspire asserting several causes of action related to its role in the Data Incident in the Superior Court of the Commonwealth of Massachusetts, Norfolk County, alleging negligence, breach of implied contract, breach of fiduciary duty, and unjust enrichment.

5. On August 30, 2024, the case was transferred to the Superior Court of the Commonwealth of Massachusetts, Suffolk County. *See Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307, ECF No.1. The case was accepted into the Business Litigation Session. *Id.*, ECF No. 5.

6. On September 16, 2024, the Parties submitted the following briefing: Aspire's motion to dismiss the Complaint, Plaintiff's response in opposition, and Aspire's reply. *Id.*, ECF Nos. 10-12.

7. On April 1, 2025, the Court ruled on the motion to dismiss, denying the motion except as to the unjust enrichment count. *Id.*, ECF No. 14.

8. On May 6, 2025, Aspire filed an answer to the Complaint. *Id.*, ECF No. 16.

9. Thereafter, the Parties decided to explore early resolution and scheduled a

mediation for September 10, 2025, with experienced data breach class action mediator Jill Sperber, Esq., of Judicate West.

10. On May 14, 2025, to conserve resources in anticipation of mediation, the Parties jointly moved to stay the case pending mediation or to continue the Rule 16 conference, which the court granted. *Id.*, ECF No. 16.

11. In advance of the mediation, Plaintiff propounded informal discovery requests on Aspire to which Aspire responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information breached. Aspire also propounded discovery requests on Plaintiff.

12. The Parties attended mediation on September 10, 2025. After a full day of negotiation, the Parties reached an agreement on the material terms of this Settlement on September 11, 2025.

13. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Aspire has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Aspire does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or

concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Aspire, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

14. **“Action”** means the class action lawsuit entitled: *Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307 (Mass. Sup. Ct., Suffolk Cnty.).

15. **“Agreement”** or **“Settlement Agreement”** or **“Settlement”** means this Amended Settlement Agreement between Plaintiff and Aspire, including all exhibits.

16. **“Application for Attorneys’ Fees, Costs and Service Award”** means the application made with the Motion for Final Approval seeking Class Counsel’s Attorneys’ Fees and Costs, and a service award for the Class Representative.

17. **“Aspire’s Counsel”** means Christopher R. Deubert and Jennifer Lee of Constangy, Brooks, Smith & Prophete LLP.

18. **“Attorneys’ Fees and Costs”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel from the Settlement Fund.

19. **“Cash Payment”** means compensation paid to Settlement Class Members who submitted a Claim for Cash Payment A – Documented Losses or who will automatically receive Cash Payment B – *Pro Rata* Cash.

20. **“Cash Payment A – Documented Losses”** means the Settlement Class Member Benefit consisting of a maximum payment of \$2,500.00, that Settlement Class members, who incurred documented losses, may elect pursuant to Section V herein.

21. **“Cash Payment B – *Pro Rata* Cash”** means the Settlement Class Member Benefit that will be distributed automatically to Settlement Class pursuant to Section V herein.

20. **“Claim”** means the submission of a Claim Form by a Claimant for Cash Payment A.

21. **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

22. **“Claim Form Deadline”** shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment A.

23. **“Claimant”** means an individual who submits a Claim Form.

24. **“Claims Process”** means the process by which Claimants may submit Claim Forms online via the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

25. **“Class Counsel”** means Jeff Ostrow of Kopelowitz Ostrow P.A., Nick A. Colella and Patrick D. Donathen of Lynch Carpenter LLP, and Jason M. Leviton and Brendan Jarboe of Block & Leviton LLP, provided that any attorney not admitted to practice in the Commonwealth

of Massachusetts has submitted and had granted a motion to appear in the Action *pro hac vice*.

26. “**Class List**” means a list of Settlement Class members’ full names and current addresses as reflected in Aspire’s records, that Aspire shall prepare and provide to the Settlement Administrator following Preliminary Approval.

27. “**Class Representative**” or “**Plaintiff**” means Joan Tozzi, the plaintiff in the Action.

28. “**Complaint**” means the Class Action Complaint filed by Plaintiff on May 10, 2024, and transferred to Suffolk County on August 30, 2024.

29. “**Court**” means the Superior Court for the Commonwealth of Massachusetts, Suffolk County and the Judge(s) assigned to the Action.

30. “**Data Incident**” means the cybersecurity incident involving the Aspire resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information announced on or about April 26, 2024.

31. “**Defendant**” means South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance.

32. “**Effective Date**” means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

34. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

35. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs and Service Award.

36. “**Final Approval Order**” means the order granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and a Service Award to the Class Representative.

37. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

38. “**Medical Data Monitoring**” means the CyEx monitoring product with one year of monitoring that is provided to Settlement Class Members automatically under the Settlement pursuant to Section V herein.

39. “**Motion for Final Approval**” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees and Costs, and Service Award.

40. “**Motion for Preliminary Approval**” means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

41. “**Net Settlement Fund**” means the Settlement Fund less (1) Attorneys’ Fees and Costs; (2) Settlement Administration Costs; and (3) Service Award.

42. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

43. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice.

44. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

45. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

46. “**Opt-Out Deadline**” means the 30 days before the initial scheduled Final Approval Hearing.

47. “**Party**” means each of the Plaintiff and Aspire, and “**Parties**” means Plaintiff and Aspire, collectively.

48. “**Postcard Notice**” means the Postcard Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1* that the Settlement Administrator shall publicize to Settlement Class members.

49. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

50. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

51. “**Private Information**” means the information collected by Aspire, pertaining to current and former employees and patients, that was impacted in the Data Incident, including, but not limited to, names, dates of birth, dates of medical services, individual health insurance policy numbers, physician or medical facility information, medical condition or treatment information,



Medicare or Medicaid numbers, and patient accounts.

52. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

53. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

54. “**Released Parties**” means Aspire and each entity which is controlled by, controlling or under common control with Aspire and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees

55. “**Releasing Parties**” means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

56. “**Settlement Administrator**” means Simpluris, Inc. or Simpluris.

57. **“Service Award”** means the award that Class Counsel will request the Court approve for the Plaintiff for serving as Class Representative.

58. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration. The Settlement Administration Costs are estimated to be \$59,272.00. This estimate includes the estimated cost to purchase Medical Data Monitoring for all Settlement Class Members.

59. **“Settlement Class”** means all individuals who were sent a notice by Aspire that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Aspire; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

60. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

61. **“Settlement Class Member Benefit”** means the Cash Payments and Medical Data Monitoring provided pursuant to Section V herein.

62. **“Settlement Fund”** means the non-reversionary all cash \$400,000.00 fund that Aspire is obligated to fund under the terms of the Settlement.

63. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and Application for Attorneys’ Fees and Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website

shall remain online and operable for at least six months after Final Approval.

64. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

65. Within 30 days following Preliminary Approval, Aspire or its insurers shall pay \$400,000.00, as directed by the Settlement Administrator, to fund the Escrow Account establishing the Settlement Fund. Aspire shall not be responsible for any other payments under the Settlement. The Settlement Fund shall be used to pay all Settlement Administration Costs, any Court-awarded Attorneys’ Fees and Costs and service award, and all Settlement Class Member Benefits.

66. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed Aspire, Aspire’s Counsel, Plaintiff, and/or Class

Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Aspire, Aspire’s Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Aspire, Aspire’s Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

#### **IV. Certification of the Settlement Class**

67. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Aspire agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Aspire shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **V. Settlement Consideration**

68. The Net Settlement Fund will be distributed to Settlement Class members as follows:

##### **a. Cash Payment A – Documented Losses**

Settlement Class Members may submit a Claim for a Cash Payment for up to \$2,500.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must submit a Claim Form

attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and Medical Data Monitoring services offered as part of the notification letter provided by Aspire or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

**b. Cash Payment B – *Pro Rata* Cash**

Any Settlement Class Member who does not submit a claim for the Cash Payment A above, will automatically receive Cash Payment B, which is a *pro rata* cash payment of the monies remaining in the Net Settlement Fund after Claims for Cash Payment A have been deducted. The Cash Payment B will be allocated in equal shares to Settlement Class Members who do not submit a Claim for Cash Payment A and who have not otherwise excluded themselves from the Settlement. .

**c. Medical Data Monitoring**

In addition to Cash Payment A or Cash Payment B, all Settlement Class Members will automatically receive a Medical Data Monitoring that includes one year of CyEx's Medical Shield Complete. The product includes credit monitoring with one bureau, with additional monitoring of: (a) healthcare insurance plan IDs, healthcare beneficiary identifier ID; (b) medical records; (c) national provider identifier; (d) international classification of disease; (e) health savings account; (f) high risk; and (g) Dark Web. The product also provides for \$1,000,000 of identity theft insurance and contains real-time alerts and victim assistance. The Postcard Notice will contain a

unique redemption code to enroll in these services.

69. Each Settlement Class Member Benefit for Cash Payment B and Medical Data Monitoring will be distributed to that Settlement Class Member automatically, with no action required by that Settlement Class Member.

70. By default, the Settlement Administrator will send Cash Payment B to each Settlement Class Member by paper check mailed to the Settlement Class Member's mailing address contained in the Class List. The Settlement Administrator will also provide a form on the Settlement Website that Class Members may visit to (a) provide an updated address for sending their Cash Payment; or (b) elect to receive their Cash Payment by Venmo or PayPal instead of a paper check. Settlement Class Members must submit the above-referenced form no later than thirty (30) days after the Effective Date.

## **VI. Settlement Approval**

71. Within 10 days following execution of this Agreement, Plaintiff shall file the Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Aspire.

72. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Process set forth herein and approve the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiff as Class Representative and Jeff Ostrow, Nicholas Colella, Patrick D. Donathen, Jason Leviton, and Brendan Jarboe as

Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Aspire's Counsel.

## **VII. Settlement Administrator**

73. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

74. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of Settlement Class Member benefits.

75. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining the Settlement Fund the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests

from the Settlement Class, objections from Settlement Class members, and Claim Forms;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Aspire's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensuring Medical Data Monitoring activation codes are disseminated;



l. Paying Court-approved Attorneys' Fees and Costs and the Service Award out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Aspire's Counsel.

**VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

76. Aspire will make available to Class Counsel and the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Aspire will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

77. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court.

78. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees and Costs and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Aspire's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the

Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

79. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

80. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and it shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. To be valid, an Opt-Out Request must have the following information:

a. the name of the Action: *Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307, pending in the Superior Court of Suffolk County, Massachusetts;

b. the Settlement Class member's full name, mailing address, telephone number, and email address;

c. a personal signature; and

d. the words "Request for Exclusion" or a clear and similar statement that the Settlement Class member does not want to participate in the Settlement. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this

Agreement even if that Settlement Class Member does not submit a Valid Claim.

81. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Aspire's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

82. For an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Action: *Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307, pending in the Superior Court of Suffolk County, Massachusetts;
- b. the objector's full name, mailing address, telephone number, and email address;
- c. all grounds for the objection;
- d. whether the objector or their counsel (if any) will appear at the Final Approval Hearing; and

- e. a personal signature

83. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

84. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

**IX. Claim Process and Disbursement of Cash Payments and Medical Data Monitoring**

85. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form in order to receive a Cash Payment A.

86. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

87. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

whether a Claim by any Claimant is a Valid Claim.

88. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

89. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

90. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it

submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Aspire and Class Counsel otherwise agree.

91. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this

Settlement.

92. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Aspire's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

93. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Aspire's Counsel. Additionally, Class Counsel and Aspire's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

94. No person or entity shall have any claim against Aspire, Aspire's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

95. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, Settlement Class Members will have a period of 180 days to negotiate their Cash Payments. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Aspire's Counsel. Absent specific instructions from Class Counsel and Aspire's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

97. The Settlement Administrator will send to Settlement Class Members via the Postcard Notice the information on how to enroll in the Medical Data Monitoring, including the activation code.

#### **X. Final Approval Order and Final Judgment**

98. Plaintiff shall file her Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Award, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Award. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service Award provided the objectors submitted timely objections that meet all of the requirements listed



in this Agreement.

99. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs and Service Award. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
  - b. Finally certify the Settlement Class for settlement purposes only;
  - c. Determine that the Notice Program satisfies Due Process requirements;
  - d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
  - e. Release Aspire and the other Released Parties from the Released Claims;
- and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Aspire, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**XI. Attorneys' Fees, Costs and Service Award**

100. *Service Award* – As part of the Motion for Final Approval, Class Counsel shall apply to the Court for Service Award in the amount of \$2,500.00 for the Class Representative. The Service Award approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of Final Approval.

101. *Attorneys' Fees and Costs* – As part of the Motion for Final Approval, Class

Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of Final Approval.

102. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and service award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and service award were negotiated after all material terms of the Settlement.

## **XII. Disposition of Residual Funds**

103. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period for Settlement Class Members to negotiate their Cash Payments, following payment of Settlement Class Member Payments, any funds remaining after distribution shall be distributed on a on equal basis to Settlement Class Members who negotiated their Cash Payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair. Any second distribution checks shall be valid for 90 days.

104. In the event the costs of preparing, transmitting and administering such subsequent payments to Settlement Class Members do not make individual distributions economically feasible or practical or other specific reasons exist that would make such further distributions impossible or unfair, or if such a second distribution is made and any residual still remain, the residual funds shall be distributed to the *cy pres* recipient—the National Consumer Law Center.

105. All costs of any second distribution shall come from the residual funds, and

Defendant is not required to pay these costs as Settlement Administration Costs. Costs for delivery of residual funds to the *cy pres* recipient shall also come from the residual funds.

106.

### **XIII. Releases**

107. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 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 Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

108. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement

Class Member Benefit, under the Settlement.

109. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

#### **XIV. Termination of Settlement**

110. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

111. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

112. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the

Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

**XV. Effect of Termination**

113. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Aspire's, Aspire's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

114. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

115. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Aspire has denied and continues to deny each of the claims and contentions alleged in the Complaint. Aspire specifically denies that a class could or should be certified in the Action for litigation purposes. Aspire does not admit any liability or wrongdoing

of any kind, by this Agreement or otherwise. Aspire has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

116. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

117. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

118. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

119. In addition to any other defenses Aspire or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XVII. Miscellaneous Provisions**

120. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

121. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

122. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

123. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

124. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have

been made by any Party hereto, except as provided for herein.

125. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

126. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Massachusetts, without regard to the principles thereof regarding choice of law.

127. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

128. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

129. ***Notices.*** All notices provided for herein, shall be sent by email with a hard copy



sent by overnight mail to:

If to Plaintiff or Class Counsel:

Jeff Ostrow  
**Kopelowitz Ostrow P.A.**  
1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
ostrow@kolawyers.com

Nick A. Colella  
Patrick D. Donathen  
**Lynch Carpenter LLP**  
1113 Penn Ave., Floor 5  
Pittsburgh, PA 15222  
nickc@lcllp.com  
patrick@lcllp.com

Jason M. Leviton  
Brendan Jarboe  
**Block & Leviton LLP**  
260 Franklin St., Ste. 1860  
Boston, MA 02110  
jason@blockleviton.com  
brendan@blockleviton.com

If to Aspire or Aspire's Counsel:

Christopher R. Deubert  
**Constangy, Brooks, Smith & Prophete LLP**  
800 Boylston Avenue, Suite 1005  
Boston, MA 02199  
cdeubert@constangy.com

Jennifer Lee  
**Constangy, Brooks, Smith & Prophete LLP**  
23046 Avenida De La Carlota  
Carlota Plaza, #600  
Laguna Hills, CA 92653  
jlee@constagny.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

130. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Aspire's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

131. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

132. ***Authority.*** Class Counsel (for the Plaintiff and the Settlement Class Members), and Aspire's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Aspire respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

133. ***Agreement Mutually Prepared.*** Neither Plaintiff nor Aspire shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

134. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed

and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

135. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature Page to Follow*

**PLAINTIFF**

*Joan Tozzi*  
Joan Tozzi (Mar 30, 2026 17:11:52 EDT)

Joan Tozzi

**CLASS COUNSEL** (for Plaintiff and the  
Settlement Class)

*Jeffrey Ostrow*  
Jeffrey Ostrow (Mar 31, 2026 14:50:58 EDT)

**Jeff Ostrow**  
KOPELOWITZ OSTROW P.A.

*Nicholas Colella*  
Nicholas Colella (Mar 31, 2026 14:55:21 EDT)

**Nick A. Colella**  
LYNCH CARPENTER LLP

*Patrick D. Donathen*  
Patrick D. Donathen (Mar 31, 2026 14:50:25 EDT)

**Patrick D. Donathen**  
LYNCH CARPENTER LLP

*Jason M. Leviton*  
Jason M. Leviton (Mar 31, 2026 14:15:37 EDT)

**Jason M. Leviton**  
BLOCK & LEVITON LLP

*Brendan Jarboe*

**Brendan Jarboe**  
BLOCK & LEVITON LLP

**DEFENDANT**

*Susan Coakley*

By: Susan Coakley  
Its: Chief Executive Officer

**COUNSEL FOR DEFENDANT**

**Christopher R. Deubert**  
CONSTANGY, BROOKS,  
SMITH & PROPHETE LLP

Aspire Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_  
Santa Ana, CA 92799-9958

***Joan Tozzi v. South Shore Mental Health  
Center, Inc. d/b/a Aspire Health Alliance***  
Case No. 2484CV02307

**IF YOUR PRIVATE INFORMATION WAS  
POTENTIALLY IMPACTED IN THE  
SEPTEMBER 2023 ASPIRE HEALTH  
ALLIANCE DATA INCIDENT, A PROPOSED  
CLASS ACTION SETTLEMENT MAY AFFECT  
YOUR RIGHTS AND ENTITLE YOU TO  
BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.*

THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.SETTLEMENTWEBSITEJ.COM](http://WWW.SETTLEMENTWEBSITEJ.COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.



First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

#### **Why am I receiving this notice?**

A Settlement has been reached with South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance ("Aspire") in a class action lawsuit ("Settlement"). The case is about the September 2023 cyberattack on Aspire's computer systems ("Data Incident"). Files containing Private Information were potentially accessed. Aspire denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

#### **Who is included in the Settlement?**

The Court has defined the class as: "All living individuals who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Settlement Class.

#### **What are the Settlement benefits?**

You can enroll in one year of **Medical Data Monitoring**.

**YOUR ENROLLMENT CODE IS:** «**EnrollmentCode**»

**Save this code.** You will receive activation instructions after the Settlement has received final approval.

**Additionally,**

**Cash Payment A – Documented Losses:** If you have documented losses you can get back up to **\$2,500**.

**Cash Payment B – Pro Rata Cash:** If you do not submit a

claim for *Cash Payment A*, you will automatically receive an equal share of the monies remaining in the Net Settlement Fund after claims for Cash Payment A have been deducted. Full details and instructions are available online and in the Long Form Notice.

#### **How do I receive a Settlement Class Member Benefit?**

If you are claiming Cash Payment A, file all of your claims online. Or, for a paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

#### **What if I don't like or want to participate in the Settlement?**

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Aspire for the claims made in *this* lawsuit. If you opt-out, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to exclude yourself or object.

#### **When will the Court approve the Settlement?**

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to 35% of the Settlement Fund; reimbursement of litigation costs; and up to \$2,500 as a Service Award for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

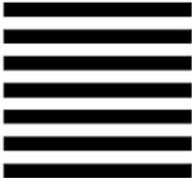


**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**Aspire Data Incident Settlement**  
**c/o Settlement Administrator**  
**P.O. Box [PO Box Number]**  
**Santa Ana, CA 92799-9958**



## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*

Case No. 2484CV02307

Superior Court of Suffolk County, Massachusetts

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY IMPACTED IN THE SEPTEMBER 2023 ASPIRE HEALTH ALLIANCE DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO SETTLEMENT BENEFITS, INCLUDING A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance (“Aspire” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Aspire's computer systems that occurred in September 2023 (“Data Incident”). Certain files that contained Private Information were potentially accessed. These files may have contained personal information such as names; dates of birth; dates of medical services; individual health insurance policy numbers; physician or medical facility information; medical condition or treatment information; Medicare or Medicaid numbers; and patient accounts.
- The lawsuit is called *Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307. It is pending in the Superior Court of Suffolk County, Massachusetts (the “Litigation”).
- Aspire denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Aspire's records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from Aspire about the Data Incident.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***



| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                             | DEADLINE                          |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>SUBMIT A CLAIM</b>                                       | <p>The only way to receive Cash Payment A – Documented Losses is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.</p>       | <u>          </u> , 202 <u>  </u> |
| <b>OPT-OUT OF THE SETTLEMENT</b>                            | You can choose to opt-out of the Settlement and receive no Cash Payment or Medical Data Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.                                                                          | <u>          </u> , 202 <u>  </u> |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>     | If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Benefits.                                                                               | <u>          </u> , 202 <u>  </u> |
| <b>DO NOTHING</b>                                           | Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will automatically receive Cash Payment B – <i>Pro Rata</i> Check and Medical Data Monitoring, and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved and released by this Settlement. | No Deadline                       |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

## WHAT THIS NOTICE CONTAINS

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## Basic Information

### 1. Why was this Notice issued?

The Superior Court of Suffolk County, Massachusetts, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307. It is pending in the Superior Court of Suffolk County, Massachusetts. The person that filed this lawsuit is called the “Plaintiff” (“Class Representative”) and the company she sued, South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the September 2023 targeted cyberattack on Aspire's computer systems, certain files that contained Private Information were potentially accessed. These files may have contained personal information such as names; dates of birth; dates of medical services; individual health insurance policy numbers; physician or medical facility information; medical condition or treatment information; Medicare or Medicaid numbers; and patient accounts.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who opt-out from the settlement. In this proposed Settlement, the Class Representative is Joan Tozzi. Everyone included in this Action are the Settlement Class Members.

### 4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive

benefits from the Settlement. The Plaintiff and her attorneys think the Settlement is best for all Settlement Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The Court has defined the Settlement Class this way: “All living individuals who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Aspire Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## The Settlement Benefits

### 7. What does the Settlement provide?

Aspire will establish a Settlement Fund of \$400,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, a Service Award payment for the Plaintiff, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

All Settlement Class Members will receive **Medical Data Monitoring** and one of the following **Cash Payments**.

|                                           |
|-------------------------------------------|
| <b>Cash Payment A – Documented Losses</b> |
|-------------------------------------------|

OR

|                                       |
|---------------------------------------|
| <b>Cash Payment B – Pro Rata Cash</b> |
|---------------------------------------|

The benefits are explained in more detail on the following pages.

**MEDICAL DATA MONITORING.** All Settlement Class Members will receive one year of CyEx Medical Shield. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

## **CASH PAYMENTS**

**Cash Payment A – Documented Losses.** If you incurred actual, documented, unreimbursed out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between September 13, 2023, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of fraud or identity theft;
- costs for freezing and unfreezing your credit with a credit reporting agency;
- credit monitoring costs incurred on or after mailing of the notice of the Data Incident, through the date of claim submission; and
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident. You cannot claim a payment for expenses that have already been reimbursed by a third party.

**-OR-**

**Cash Payment B – Pro Rata Cash.** If you do not submit a claim for Cash Payment A, you will automatically receive Cash Payment B, which is an equal share of the monies remaining in the Net Settlement Fund after Claims for Cash Payment A have been deducted. Payments will be sent following court approval of the Settlement.

A full description of how this work is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

On the Settlement Website, you may provide an updated address to receive your Cash Payment, or elect to receive your Cash Payment by Venmo or PayPal instead of a paper check.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Aspire Data Incident Settlement

c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Settlement Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Aspire about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

### 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Aspire Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

### 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online for Cash Payment A, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

### 11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants Final Approval, and after any appeals are resolved. Please be patient.

## The Lawyers Representing You

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

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; Nick A. Colella and Patrick D. Donathenof Lynch Carpenter LLP; and Jason M. Leviton and Bendan Jarobeof Block & Leviton LLP, to represent you and other Settlement Class Members ("Class Counsel").

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

#### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve 35% of the Settlement Fund as reasonable attorneys' fees plus litigation costs. This amount will be paid from the Settlement Fund.

Class Counsel will also ask the court to approve a Service Award payment of up to \$2,500.00 for the Class Representative. The Service Award will also be paid from the Settlement Fund.

### Opting Out from the Settlement

#### 15. How do I opt-out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue Defendant and other Released Parties on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307, pending in the Superior Court of Suffolk County, Massachusetts;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Opt-Out Request to the Settlement Administrator at:

Aspire Data Incident Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

### Objecting to the Settlement

#### 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you opted-out from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Joan Tozzi v. South Shore Mental Health Center, Inc. d/b/a Aspire Health Alliance*, Case No. 2484CV02307, pending in the Superior Court of Suffolk County, Massachusetts;
- (2) your full name, mailing address, telephone number, and email address;
- (3) all grounds for the objection;
- (4) whether the objector or their counsel (if any) will appear at the Final Approval Hearing; and
- (5) a personal signature.

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

| Clerk of the Court                                                                                                  | Settlement Administrator                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Clerk of the Court<br>Suffolk County Courthouse<br>3 Pemberton Square, 13 <sup>th</sup> Floor<br>Boston, MA 02108   | Aspire Data Incident Settlement<br>ATTN: Objections<br><b>[PO Box Number]</b><br>Santa Ana, CA 92799-9958                                         |
| Class Counsel                                                                                                       | Counsel for Defendants                                                                                                                            |
| Jeff Ostrow<br><b>Kopelowitz Ostrow P.A.</b><br>1 West Las Olas Boulevard<br>Suite 500<br>Fort Lauderdale, FL 33301 | Jennifer Lee<br><b>Costangy, Brooks, Smith &amp; Prophete LLP</b><br>23046 Avenida De La Carlota<br>Carlota Plaza, #600<br>Laguna Hills, CA 92653 |

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from the Settlement. Opting out from the Settlement is stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## The Court's Final Approval Hearing

## 18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Superior Court of Suffolk County, Massachusetts, at 3 Pemberton Square, 13th Floor, Boston, MA 02108.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representative. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

## 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

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

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## Getting More Information

## 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Aspire Data Incident Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court located at the Suffolk County Courthouse, 3 Pemberton Square, Boston, MA 02108, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays, or by accessing the docket in this case through the Massachusetts Trial Court Case Access system at <https://www.masscourts.org/eservices/home.page.2>.

You may also speak with Class Counsel by calling (954) 525-4100 or by writing to the following address:



- Aspire Data Incident Settlement
- Kopelowitz Ostrow, P.A.
- Attn: Jeff Ostrow, 1 West Las Olas Blvd
- Suite 500
- Ft. Lauderdale, FL 33301

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

***Joan Tozzi v. South Shore Mental Health Center, Inc.  
d/b/a Aspire Health Alliance***

Case No. 2484CV02307  
Superior Court of Suffolk County, Massachusetts

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The Court has defined the Settlement Class this way: “All living individuals who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.”

**Excluded from the Settlement Class** are: (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) anyone who validly excludes themselves from the Settlement.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

**AVAILABLE BENEFITS**

Aspire will establish a Settlement Fund of \$400,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, a Service Award payment for the Plaintiff, and the costs of administering the Settlement. The remaining money will be used to pay for the benefits described below.

All Settlement Class Members will receive one year of **Medical Data Monitoring** and one of two **Cash Payments**.

**Cash Payment A – Documented Losses**

**OR**

**Cash Payment B – *Pro Rata* Cash**

The benefits are explained in more detail on the following pages.

**MEDICAL DATA MONITORING.** All Settlement Class Members will receive one year of CyEx Medical Shield. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**CASH PAYMENTS**

**Cash Payment A – Documented Losses.** If you incurred actual, documented, unreimbursed out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between September 13, 2023, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

***Joan Tozzi v. South Shore Mental Health Center, Inc.  
d/b/a Aspire Health Alliance***

Case No. 2484CV02307  
Superior Court of Suffolk County, Massachusetts

**DATA INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

- losses because of fraud or identity theft;
- costs for freezing and unfreezing your credit with a credit reporting agency;
- credit monitoring costs incurred on or after mailing of the notice of the Data Incident, through the date of claim submission; and
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident. You cannot claim a payment for expenses that have already been reimbursed by a third party.

**-OR-**

**Cash Payment B – ProRata Cash.** If you do not submit a claim for Cash Payment A, you will automatically receive Cash Payment B, which is an equal share of the monies remaining in the Net Settlement Fund after Claims for Cash Payment A have been deducted. Payments will be sent following court approval of the Settlement.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Aspire Data Incident Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

**You must submit your Claim Form online or by mail no later than [\[Claims Deadline\]](#).**

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**Joan Tozzi v. South Shore Mental Health Center, Inc.  
d/b/a Aspire Health Alliance**

Case No. 2484CV02307  
Superior Court of Suffolk County, Massachusetts

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**DATA INCIDENT SETTLEMENT CLAIM FORM**

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Login ID (if known)

**II. CASH PAYMENT A – DOCUMENTED LOSSES**

- ☐ Check this box if you would like to claim reimbursement for documented losses due to fraud or identity theft. You can get back up to \$2,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION IV, BELOW.**

*Please complete the table below, describing the supporting documentation you are submitting.*

| <b>Description of Documentation Provided</b> | <b>Amount</b> |
|----------------------------------------------|---------------|
| <i>Example: Unauthorized bank transfer</i>   | <i>\$500</i>  |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
| <b>TOTAL CLAIMED:</b>                        |               |

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

***Joan Tozzi v. South Shore Mental Health Center, Inc.  
d/b/a Aspire Health Alliance***

Case No. 2484CV02307  
Superior Court of Suffolk County, Massachusetts

Your claim must  
be submitted  
online or  
postmarked by:  
**[Claims Deadline]**

**DATA INCIDENT SETTLEMENT CLAIM FORM**

**III. PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- ☐ **PayPal**  
Email address, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Venmo**  
Mobile number, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Zelle**  
Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Virtual Prepaid Card**  
Email address, if different than you provided in Section 1: \_\_\_\_\_
- ☐ **Physical Check**  
Payment will be mailed to the address provided in Section 1.

**VI. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**PLEASE BE SURE TO INCLUDE YOUR SUPPORTING DOCUMENTATION IF YOU ELECTED CASH PAYMENT A.**

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION NO: 2484CV02307

Plaintiff,

V.

Defendant.

WHEREAS, this Action<sup>1</sup> is a putative class action before this Court;

WHEREAS, Plaintiff Joann Tozzi, individually, and on behalf of the proposed Settlement Class, and South Shore Mental Health Center d/b/a Aspire Health Alliance (“Aspire”), have entered into the Settlement Agreement, which is subject to review and approval by the Court under Massachusetts Rule of Civil Procedure 23(a) and (b) and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Aspire should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiff filed an unopposed Motion for Preliminary Approval requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiff as Class Representative; (3) appoint Jeff Ostrow, Nicholas A. Colella, Patrick D. Donathen , Jason Leviton, and Brendan Jarboe as Class Counsel; (4) preliminarily approve the Settlement; (5) appoint

<sup>1</sup> The capitalized terms herein shall have the same meanings as those used in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

Simpluris, Inc. as the Settlement Administrator; (6) approve the Notice Program and direct that Notice be sent to the Settlement Class; (7) approve the Claims Process; (8) approve the Settlement's opt-out and objection procedures; (8) stay all deadlines in the Action pending Final Approval of the Settlement; (9) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Aspire and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (10) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Massachusetts Rule of Civil Procedure 23(a) and (b), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

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

2. **Settlement Fund:** The Settlement provides Cash Payments and Medical Data Monitoring that Aspire is obligated to pay under the Settlement. The Settlement Fund will be used to pay for the Cash Payments and Medical Data Monitoring; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiff for serving as the Class Representative.

3. The terms of the Settlement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing pursuant to Massachusetts Rule of Civil Procedure 23(c) as fair, reasonable, and adequate.

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Massachusetts Rule of Civil Procedure 23(a) and (b) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) other than the Related Actions, the Parties' not being aware of any litigation concerning the controversy already begun by Settlement Class members other than the proposed Class Representative; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs. *See* Mass. R. Civ. P. 23(b).

7. **Appointment of Class Representative and Class Counsel:** The Court hereby finds and concludes pursuant to Massachusetts Rule of Civil Procedure 23(a)(4), and for purposes of settlement only, that Plaintiff is an adequate class representative and appoints Plaintiff as Class



Representative for the Settlement Class.

8. The Court finds that, pursuant to Massachusetts Rule of Civil Procedure 23(d), proposed Class Counsel have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track record of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, the Court appoints Jeff Ostrow, Nicholas A. Colella, Patrick D. Donathen, Jason Leviton, and Brendan Jarboe as Class Counsel to act on behalf of the Settlement Class and the Class Representative with respect to the Settlement:

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the named Plaintiff and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below.

10. **Settlement Administrator:** Class Counsel are authorized to use Simpluris, Inc. as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Postcard Notice and Long Form Notice, substantially in the forms attached as exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons

entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Massachusetts Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Postcard Notice and Long Form Notice, respectively, before they are emailed, mailed, or published.

12. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits, Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they though do not submit Claims.

13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Aspire's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than 15 days before the initial date set for the Final Approval Hearing and otherwise fully comply with the requirements of the Settlement Agreement and Long Form Notice.

15. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Award. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator, Class Counsel and Aspire's Counsel. Objections must be submitted on behalf of a Settlement Class Member no later than 15 days before the original date set for the Final Approval Hearing and otherwise fully comply with the requirements set forth in the Settlement Agreement and Long Form Notice. Class Counsel and/or Aspire's Counsel may conduct limited discovery on any objector consistent with the rules of civil procedure, including taking depositions and propounding written discovery requests.

17. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and a Service Award of \$2,500.00 for the Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Award.

18. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award no later than 45 days before the initial date set for the

Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

19. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiff, the Settlement Class members, and Aspire all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

20. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

21. **Release:** Upon the entry of this order, with the exception of Class Counsel, Aspire's Counsel, Aspire, and the Class Representative implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Aspire and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

22. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the

related orders of this Court.

23. **Final Approval Hearing:** The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m./p.m. EST, in Courtroom \_\_\_, at the Suffolk County Courthouse, 3 Pemberton Square, Boston, MA 02108. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Award to the Class Representative should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

24. **Schedule:** The Court hereby sets the following schedule of events:

| Event                                                                                                      | Date                                                    |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Notice Program Begins                                                                                      | Within 20 days of Preliminary Approval                  |
| Notice Program Complete                                                                                    | 45 days before initial scheduled Final Approval Hearing |
| Deadline to File Motion for Final Approval, and Application for Attorneys' Fees , Costs, and Service Award | 45 days before initial scheduled Final Approval Hearing |
| Opt-Out Deadline                                                                                           | 15 days before initial scheduled Final Approval Hearing |
| Objection Deadline                                                                                         | 15 days before initial scheduled Final Approval Hearing |

|                               |                                                         |
|-------------------------------|---------------------------------------------------------|
|                               |                                                         |
| <b>Claim Form Deadline</b>    | 15 days before initial scheduled Final Approval Hearing |
| <b>Final Approval Hearing</b> | _____, 2026, at ____p.m./a.m.                           |

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
JUSTICE OF THE SUPERIOR COURT

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$400K Aspire Health Alliance Settlement Resolves Class Action Lawsuit Over September 2023 Data Breach](#)

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