

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss

SUPERIOR COURT

BARBARA HOWARD, BRANDI FREEMAN,
TIFFANY MARKS, I.M., a minor, by and
through his or her legal guardian, Tiffany Marks,
and FELICIA STANLEY, each individually and
on behalf of all others similarly situated,

Case No. 2483-cv-01076

Plaintiffs,

v.

BROCKTON NEIGHBORHOOD HEALTH
CENTER, INC.,

Defendant.

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs' Barbara Howard, Brandi Freeman, Tiffany Marks, I.M., a minor, by and through his or her legal guardian, Tiffany Marks, and Felicia Stanley ("Plaintiffs") Assented to Motion for Preliminary Approval of Class Action Settlement filed on July 17, 2026 (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Brockton Neighborhood Health Center, Inc. ("Brockton" or "Defendant" and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached as Exhibit 1 to Plaintiffs' Memorandum of Points and Authorities in Support of their Motion (the "Settlement Agreement").¹ Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

1. **Class Certification for Settlement Purposes Only.** The Settlement

Agreement provides for a Settlement Class defined as follows:

All individuals residing in the United States whose Private Information was impacted in the Data Incident affecting Brockton in or around November 2024, including all those who received notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendant; (ii) any judges assigned to this case and their staff and family; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

Pursuant to Massachusetts Rule of Civil Procedure 23, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a). Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class that predominate over any questions affecting only individual members; (c) the claims of the Settlement Class Representatives are typical; (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class; and (e) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds for settlement purposes only that Plaintiffs Barbara Howard, Brandi Freeman, Tiffany Marks, I.M., a minor, by and through his or her legal guardian, Tiffany Marks, and Felicia Stanley will likely satisfy the requirements of Rule 23(a) and should be appointed as the Settlement Class

Representatives. Additionally, the Court finds for settlement purposes only that Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel, LLP, David Lietz of Milberg, PLLC, Jeffrey Ostrow of Kopelowitz Ostrow, P.A., and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP will likely satisfy the requirements of Rule 23 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits afforded to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject-matter jurisdiction pursuant to G.L. c. 212, § 4 and personal jurisdiction over the Parties pursuant to G.L. c. 223A, §§ 2 and 3. Additionally, venue is proper in this District pursuant to G.L. c. 223, § 8(4).

5. **Final Fairness Hearing.** A Final Fairness Hearing shall be held at Plymouth County Superior Courthouse, 52 Obery St, Plymouth, MA 02360 ~~[or via telephone or videoconference]~~, on _____, 2026 at ____ : ____ .m., where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes only pursuant to Rule 23; (b) the Settlement should be approved as fair, reasonable, and

adequate, and finally approved pursuant to Rule 23; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A-C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 23; and (e) and meet the requirements of the Due Process Clause(s) of the United

States and Massachusetts Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Objections and Appearances.** A Settlement Class Member who desires to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, a copy of the original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement of whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative.

10. To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days after the notice commencement date.

11. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Rules of the Supreme Judicial Court of Massachusetts and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Brockton have created a process for the Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notices and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit,

but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Final Order and Judgment does not become Final because a higher court reverses final approval by the Court. In such event, (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) Brockton shall be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Litigation as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Brockton shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary

Approval Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation/Enjoining of Actions.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+10 days
Notice Commencement Deadline	+30 days
<u>From Notice Commencement Deadline</u>	
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards	+46 days
Objection Deadline	+60 days
Claims Deadline	+90 days
<u>Final Fairness Hearing</u>	
Motion for Final Approval	+130 (at minimum) from Order Granting Preliminary Approval -15 days before Fairness Hearing

IT IS SO ORDERED.

AUGUST 6, 2026
Dated

Brian S. Clem
Judge