

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Barbara Howard, Brandi Freeman, Tiffany Marks, I.M., a minor by and through his or her legal guardian, Tiffany Marks, and Felicia Stanley (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Participating Settlement Class Members (as defined *infra*), and Brockton Neighborhood Health Center, Inc. (“Brockton” or “Defendant”) (together, the “Parties”), in the action *Barbara Howard, et al v. Brockton Neighborhood Health Center, Inc.*, (Case No. 2483-cv-01076) filed on or about May 8, 2025, in the Plymouth County Superior Court for the Commonwealth of Massachusetts (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On December 20, 2024, Plaintiff Barbara Howard filed her initial complaint in Plymouth Superior Court, Case No. 2483-cv-01076 (the “*Howard* Action”). In the following weeks Plaintiff Brandi Freeman filed her initial complaint in Plymouth Superior Court, Case No. 2483-cv-01082 (the “*Freeman* Action”), and Plaintiffs Tiffany Marks, I.M., and Felicia Stanley filed their initial complaint, also in Plymouth Superior Court, Case No. 248-cv-01082 (the “*Marks* Action”).

2. The three actions were consolidated into the *Howard* Action and on May 8, 2025, Plaintiffs filed their Consolidated Class Action Complaint and Jury Demand (the “Consolidated Complaint”).

3. Therein, Plaintiffs alleged that Defendant was impacted by a cybersecurity incident between November 1 and November 3, 2024 (the Data Incident). Plaintiffs further alleged that the Data Incident impacted the Personal Information of the current and former patients of Defendant. Plaintiffs assert claims for negligence, breach of implied contract, invasion of privacy, and unjust enrichment.

4. On June 6, 2025, Defendant filed its Motion to Dismiss Plaintiffs’ Consolidated Complaint pursuant to M.R.C.P. (12)(b)(6).

5. To conserve resources, the Parties began discussing the possibility of early resolution. Eventually, the Parties agreed to participate in a mediation. In advance of the mediation, the Parties exchanged informal discovery regarding the scope of the Data Incident, the timing of the Data Incident, the types of Personal Information impacted, the number of Settlement Class Members, and the locations of Settlement Class Members. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of their respective claims and defenses.

6. The Parties engaged in a full-day mediation before the Hon. John Thornton (Ret.) with JAMS, on October 14, 2025. Under the guidance of Judge Thornton, the Parties engaged in arm’s-length negotiations—wherein the Parties evaluated and discussed the relevant facts and law

and carefully weighed the risks and uncertainties of continued litigation. Over the course of the full-day mediation, the Parties discussed the relevant facts and law and advocated their positions through the mediator. Unfortunately, the Parties were not able to reach a settlement at the formal mediation.

7. Over the following months, the Parties continued to discuss potential settlement, exchanging additional information and discovery in order to aid the process. Throughout the entire process, the Parties agreed to not negotiate attorney fees or Service Awards until the core terms of a settlement were finalized (*i.e.*, to avoid any conflicts). After months of additional negotiations, the Parties were able to reach a resolution on the core principal terms of a class-wide settlement.

8. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. And the Settlement Agreement was then finalized and executed.

9. Brockton denies (i) the allegations and all liability with respect to facts and claims alleged in the Action and alleged in the Consolidated Complaint and specifically denies that it failed to properly protect any personal data, had inadequate data security, was unjustly enriched by the use of personal data of the impacted individuals, breached any fiduciary duty or implied contract, or violated state consumer statutes and other laws; (ii) that the Settlement Class Representatives in the action and the class they purport to represent have suffered any damage; and (iii) that the action satisfies the requirements to be certified or tried as a class action under the Massachusetts Rules of Civil Procedure. Nonetheless, Brockton has concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

10. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

11. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

12. “**Alternative Cash Payment**” means the cash payment of \$50.00 that Settlement Class Members can claim as set forth in Section IV (Settlement Benefits).

13. “**Approved Claim**” means a Claim Form submitted by a Participating 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 Claimant; (c) signed physically or by e-signature by a Claimant personally, subject to the penalty of perjury; (d) returned via the Settlement Website or mail and postmarked by 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 an Approved Claim.

14. “**Claim Form**” means the form(s) Participating Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.

15. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be ninety (90) days after the Notice Commencement Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order.

16. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end on the Claims Deadline.

17. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section V.

18. “**Court**” means the Plymouth County Superior Court for the Commonwealth of Massachusetts.

19. “**Credit Monitoring Services**” means the credit monitoring services described in Section IV (Settlement Benefits) which includes three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

20. “**Data Incident**” means the cybersecurity incident that impacted Defendant on or around November 1 to November 3, 2024.

21. “**Defendant’s Counsel**” means undersigned counsel for Brockton from the law firm of Winget, Spadafora & Schwartzberg, LLP.

22. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made 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.

23. “**Documented Losses**” means unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between November 1, 2024 and the Claims

Deadline, including, without limitations and by way of example losses associated with identity theft or fraud. The maximum amount any one Settlement Class Member may recover for Documented Losses is \$2,500.00. Documented Losses must be supported by third-party documentation, as discussed in Section IV (Settlement Benefits), except as to Lost Time.

24. **“Fee Award and Costs”** means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

25. **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives.

26. **“Final Approval Order and Judgment”** means an order and judgment that finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Massachusetts Rules of Civil Procedure and is consistent with all material provisions of this Agreement. Final Approval Order also includes the orders, which may be separately entered, determining the amount of attorneys’ fees and costs awarded to Class Counsel and/or Service Awards to Class Representatives.

27. **“Litigation Costs and Expenses”** means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

28. **“Lost Time”** means unreimbursed monetary compensation for lost time spent responding to the Data Incident. Settlement Class Members may claim up to three (3) hours at a rate of \$30.00 per hour for a total of \$90.00. Claims for lost time are subject to the \$2,500.00 limit on Documented Losses. Third party documentation is not required to support a claim for Lost Time. Settlement Class Members must attest under penalty of perjury that they spent the claimed amount of time responding to the Data Incident.

29. **“Motion for Attorneys’ Fees, Costs, and Service Awards”** means Plaintiffs’ motion seeking Court approval of the request for attorneys’ fees, costs, and service awards, which shall be filed not later than fourteen (14) days before the Objection Deadline.

30. **“Motion for Final Approval”** means Plaintiffs’ motion seeking final approval of this class action settlement, which shall be filed no later than 15 days before the initial date set for the Final Approval Hearing.

31. **“Notice” or “Notice Program”** means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”).

32. **“Notice Commencement Deadline”** means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order. The Notice Commencement Deadline shall be used for the purpose of calculating the Claims Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Deadline.

33. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

34. **“Objection Deadline”** is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be 60 days after the Notice Commencement Deadline, or other such date as ordered by the Court.

35. **“Objection Procedure”** means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VII.

36. **“Personal Information”** means any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

37. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Massachusetts Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

38. **“Released Claims”** means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, the alleged access, use, disclosure and/or acquisition of Settlement Class Members’ PII in the Data Incident, Defendant’s provision of notice to Settlement Class Members following the Data Incident, Defendant’s information security policies and practices, Defendant’s maintenance or storage of PII, or otherwise 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, regardless of whether such claims are based on or arise under any federal, state, local, statutory or common law or any other law.

39. **“Released Parties”** means Defendant and each and every of its past, present, and future predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

40. **“Releasing Parties”** and a **“Releasing Party”** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

41. **“Service Awards”** means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Section XII.

42. **“Settlement”** means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

43. **“Settlement Administrator”** means Kroll Settlement Administration LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

44. **“Settlement Class”** is defined as “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. In total, there are approximately 97,488 people in the Settlement Class.

45. **“Settlement Class Counsel”** means 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.

46. **“Settlement Class List”** means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within ten (10) days of entry of the Preliminary Approval Order.

47. **“Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

48. **“Settlement Class Representatives”** means Barbara Howard, Brandi Freeman, Tiffany Marks, I.M., and Felicia Stanley.

49. **“Settlement Payment”** or **“Settlement Check”** mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Section V.

50. **“Settlement Website”** means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Section VI.

51. **“Valid Claims”** means any claim form, whether submitted through by mail or the Settlement Website, by a Settlement Class Member, that includes all necessary information, and supporting written documents, if necessary, for the Settlement Administrator to review the Claim and approve claim as legitimate and complete.

III. CERTIFICATION OF THE SETTLEMENT

52. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Defendant agrees solely for purposes of the Settlement, that this case shall proceed as a class action. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

IV. SETTLEMENT BENEFITS

53. Defendant has agreed to pay or cause to be paid up to \$825,000.00 to settle the claims in the Action (the “Settlement Amount”). The Settlement Amount shall be used to pay all Valid Claims, Notice and Administrative Expenses, and any Court-approved attorneys’ fees, costs, and Service Awards.

54. Subject to the terms of this Settlement Agreement, Defendant shall make all of the following benefits available to Settlement Class Members. Settlement Class Members who submit a valid and timely Claim Form may receive benefits from (a) credit monitoring services; (b) Documented Losses; (c) Lost Time; or, in lieu of the foregoing, (d) the alternative cash payment, subject to reduction. Defendant will pay all Approved Claims, as described below, up to the aggregate Settlement Amount of Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00), inclusive of all Valid Claims, Notice and Administrative Expenses, and Court-approved attorneys’ fees, costs, and Service Awards.

- a. **Credit Monitoring Services.** All Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.
- b. **Claims for Documented Losses.** Participating Settlement Class Members can claim up to \$2,500.00 for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between November 1, 2024 and the Claims Deadline, including, without limitations and by way of example: losses associated with identity theft or fraud wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money and such money, at the time the Claim is submitted, remains unreimbursed, and has been denied for and is not subject to a pending request for reimbursement by a third party, including but not limited to a financial institution. Participating Settlement Class Members with Documented Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Participating Settlement Class Members shall not be reimbursed for losses if they have already been reimbursed for the same Documented Losses by another source
- c. **Claims for Lost Time.** Participating Settlement Class Members can claim up to three (3) hours—at a rate of \$30.00 per hour—for lost time spent responding to the Data Incident. Claims for lost time are subject to the \$2,500.00 limit on Documented Losses. Settlement Class Members claiming compensation for Lost Time shall not be required to provide any documentation to substantiate the claim, but must attest under penalty of perjury that they spent the claimed amount of time responding to the Data Incident.
- d. **Alternative Cash Payment.** In the alternative to claiming compensation for Documented Losses (including Lost Time), Participating Settlement Class Members may claim an Alternative Cash Payment of \$50.00 per person. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

55. **Aggregate Cap.** The maximum amount to be paid by or on behalf of Brockton for the Settlement will not exceed the amount of Eight Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00). In the event that the total amount of Notice and Administrative Expenses, attorneys’ fees and service awards, the total of Valid Claims exceeds the Settlement Amount, following the payment of Notice and Administrative Expenses, attorneys’ fees and service awards, the Settlement Administrator shall pay the Valid Claims as follows: the total cost of Valid Claims for Credit Monitoring Services, followed by Valid Claims for Documented Losses, followed by Valid Claims for Lost Time, followed by Valid Claims for Alternative Cash Payment. Valid Claims for Settlement Benefits shall be reduced pro rata such that the total amount to be paid shall not exceed the Settlement Amount.

56. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

V. CLAIMS PROCESS AND PAYMENTS

57. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

58. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Lost Time, Documented Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is valid and timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Section IV above.
- d. The Settlement Administrator will determine to what extent documentation for Documented Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:
 1. Failure to complete and/or sign the Claim Form;
 2. Illegible Claim Form;
 3. The Claim Form is fraudulent;

4. The Claim Form is duplicative of another Claim Form;
 5. The Claimant is not a Participating Settlement Class Member;
 6. 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;
 7. Failure to submit a Claim Form by the Claim Form Deadline; and/or
 8. The Claim Form otherwise does not comply with the requirements of this Settlement.
- f. In determining whether claimed Documented Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after the Data Incident; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- g. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- h. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- i. To the extent the Settlement Administrator determines that a timely claim for Lost Time, Documented Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- j. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may

request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

- k. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant'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.
- l. No person or entity shall have any claim against Defendant, Defendant'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.

59. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Lost Time, Documented Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Lost Time, Documented Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Lost Time and Documented Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Section IV.

- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

60. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date. Settlement Class Members may request re-issuance of their payments one time within the 90-day period between the issuance of the payments and the void date. Any re-issued payment must be negotiated within thirty (30) days of issuance, or that re-issued payment will become null and void. It is the intention of the Parties that all payments shall either be negotiated or voided no later than 120 days after the first date that payments are issued.

61. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, contact the Participating Settlement Class Member by e-mail and/or telephone to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

62. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

VI. NOTICE PROGRAM

63. **Timing of Notice.** Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members by U.S. Mail only, and not by email, for whom it has a valid mailing address by the Notice Commencement Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

64. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to

minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

65. **Reminder Notice.** A reminder notice will be sent 30 days before the Claim Deadline if the claim rate is under 2% as of 45 days before the Claim Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

66. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorney fees, costs, and Service Awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim or objection, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

67. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement Benefits in Section IV, but subject to the Overall Cap described therein.

VII. OBJECTIONS

68. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (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. To be timely, written notice of an objection in the appropriate form

must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Defendants' counsel as set forth below. For all objections emailed and/or mailed to Proposed Class Counsel and counsel for Defendants, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

69. Any Settlement Class Member who fails to comply with the objection procedure set forth in this Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein..

VIII. SETTLEMENT ADMINISTRATOR

70. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing objections from Settlement Class Members. If the Settlement Administrator receives any objections or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that attests to implementation of Notice in accordance with the Preliminary Approval Order; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

IX. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

71. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

72. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, no later than 15 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Motion for Attorney Fees, Costs, and Service Awards. 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 and/or to the Motion for Attorney Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

The proposed Final Approval Order shall effectuate the following, 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. Affirm its appointment of Class Representatives and Class Counsel;
- e. Determine whether to grant Plaintiffs' Motion for Attorneys' Fees and Service Awards;
- f. 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;
- g. Release Brockton and the Released Parties from the Released Claims; and
- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

73. **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 between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendant.

X. MODIFICATION AND TERMINATION

74. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

75. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, (3) the

date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court, or (4) the Effective Date has not occurred.

76. **Effect of Termination.** In the event of a termination as provided in Section X, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement 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, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification. 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 the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid, excluding any attorneys' fees, costs, and expenses of Class Counsel and Service Awards.

77. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

XI. RELEASES

78. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, shall be deemed to have completely, expressly, generally, absolutely, and unconditionally released, acquitted, and forever discharged Defendant and each and every of its past, present, and future predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether

direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns from any and all Released Claims, including Unknown Claims, except for claims relating to the enforcement of the Settlement or this Agreement.

79. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation to the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

80. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

81. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

82. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

83. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

84. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. Defendant 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.

85. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiffs or any Settlement Class Member; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or in any proceeding in any court, administrative agency or other tribunal.

86. In addition to any other defenses Defendant 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 of the Releases contained herein.

XII. SERVICE AWARDS AND ATTORNEY FEES

87. **Service Awards.** At least fourteen (14) days before the Objection Deadline, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement

Class Representatives in recognition of their contributions to this Action not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00) per Plaintiff (total of \$10,000.00 for all Plaintiffs). Prior to the disbursement or payment of the Service Award Payment, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

88. **Attorney Fees and Costs and Expenses.** At least fourteen (14) days before Objection Deadline, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Three Hundred and Twenty-Two Thousand and Five Hundred Dollars (\$322,500.00). Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

89. This Settlement is not contingent on approval of the Motion for Attorneys' Fees, Costs, and Service Awards, 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. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

XIII. MISCELLANEOUS

90. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

91. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended

except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

92. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

93. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

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

95. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

96. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

97. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

98. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

99. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

100. **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.

101. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of Massachusetts, without regard to choice of law principles, except to the extent the federal law of the United States requires that federal law governs.

102. **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 an appeal from the Final Approval Order.

103. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

104. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Nickolas J. Hagman
**CAFFERTY CLOBES MERIWETHER
& SPRENGEL LLP**
135 S. LaSalle, Suite 3210
Chicago, Illinois 60603
Telephone: (312) 782-4880
Facsimile: (312) 782-4485
nhagman@caffertyclobes.com

David K. Lietz
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
5335 Wisconsin Ave., NW, Suite 440
Washington, DC 20015
Tel: (866) 252-0878
dlietz@milberg.com

Jeff Ostrow*
**KOPELOWITZ OSTROW
FERGUSON WEISELBERG GILBERT**
One West Law Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Tel: (954) 332-4200
ostrow@kolawyers.com

Leigh S. Montgomery
**ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP**
4200 Montrose Blvd., Ste. 200
Houston, TX 77006
T: 888-350-3931

lmontgomery@eksm.com

All notices to Defendant provided for herein, shall be sent by email to:

Brian J. Palmeri
WINGET SPADAFORA & SCHWARTZBERG, LLP
2187 Atlantic Street
Suite 701
Stamford, CT 06902
T: (203) 328-1200
Palmeri.b@wssllp.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

105. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

106. **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 contemporaneous, prior or subsequent breach of this Agreement.

107. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

108. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

109. **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, the Releases, and fully understands the effect of this Agreement and the Releases.

110. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

111. **Massachusetts IOLTA Notice.** The Parties agree to provide notice of this Settlement to the Massachusetts Interest on Lawyers' Trust Accounts Committee ("IOLTA Committee") pursuant to Mass. R. Civ. P. 23(c). The Settlement is structured as a claims-made settlement and does not establish a common fund. The Parties do not anticipate any residual settlement funds.

[SIGNATURE PAGE TO FOLLOW]

XIV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Barbara Howard

By:  _____
Barbara Howard (Jul 16, 2026 12:31:27 EDT)

Date: 07/16/26

Plaintiff Brandi Freeman

By: _____

Date: _____

Plaintiff Tiffany Marks

By: _____

Date: _____

*Plaintiff I.M., by and through his/her
legal guardian Tiffany Marks*

By: _____

Date: _____

Plaintiff Felicia Stanley

By: _____

Date: _____

Defendant Brockton Neighborhood Health Center, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Nickolas J. Hagman

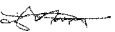
Date: _____

By: _____
David K. Lietz

Date: _____

By: _____
Jeff Ostrow

Date: _____

By:  _____
Leigh S. Montgomery

Date: 07/16/26

XIV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Barbara Howard

By: _____

Date: _____

Plaintiff Brandi Freeman

By:  _____
Jade Sky (Jul 14, 2026 16:35:26 EDT)

Date: Jul 14, 2026

Plaintiff Tiffany Marks

By: _____

Date: _____

*Plaintiff I.M., by and through his/her
legal guardian Tiffany Marks*

By: _____

Date: _____

Plaintiff Felicia Stanley

By: _____

Date: _____

Defendant Brockton Neighborhood Health Center, Inc.

By: _____

Date: _____

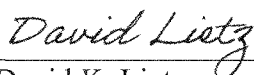
Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Nickolas J. Hagman

By:  _____

Date: 7/15/2026

David K. Lietz

By:  _____

Date: 7/14/2026

Jeff Ostrow

By: _____

Date: _____

Leigh S. Montgomery

XIV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Barbara Howard

By: _____

Date: _____

Plaintiff Brandi Freeman

By: _____

Date: _____

Plaintiff Tiffany Marks

By: Tiffany Marks

Date: 07/14/2026

Plaintiff I.M., by and through his/her legal guardian Tiffany Marks

By: Tiffany Marks

Date: 07/14/2026

Plaintiff Felicia Stanley

By: _____

Date: _____

Defendant Brockton Neighborhood Health Center, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: Nickolas J. Hagman
Nickolas J. Hagman

Date: 07/14/2026

By: _____
David K. Lietz

Date: _____

By: _____
Jeff Ostrow

Date: _____

By: _____
Leigh S. Montgomery

Date: _____

XIV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Barbara Howard

By: _____

Date: _____

Plaintiff Brandi Freeman

By: _____

Date: _____

Plaintiff Tiffany Marks

By: _____

Date: _____

*Plaintiff I.M., by and through his/her
legal guardian Tiffany Marks*

By: _____

Date: _____

Plaintiff Felicia Stanley

By: Felicia Stanley

Date: 07/14/2026

Defendant Brockton Neighborhood Health Center, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____

Date: _____

Nickolas J. Hagman

By: _____

Date: _____

David K. Lietz

By: _____

Date: _____

Jeff Ostrow

By: _____

Date: _____

Leigh S. Montgomery

XIV. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Barbara Howard

By: _____

Date: _____

Plaintiff Brandi Freeman

By: _____

Date: _____

Plaintiff Tiffany Marks

By: _____

Date: _____

*Plaintiff I.M., by and through his/her
legal guardian Tiffany Marks*

By: _____

Date: _____

Plaintiff Felicia Stanley

By: _____

Date: _____

Defendant Brockton Neighborhood Health Center, Inc.

By:  _____
B28FBD6494BF4C1...

Date: 7/15/2026

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Nickolas J. Hagman

Date: _____

By: _____
David K. Lietz

Date: _____

By: _____
Jeff Ostrow

Date: _____

By: _____
Leigh S. Montgomery

Date: _____

Counsel for Defendant

By: *s/Brian Palmeri*
Brian J. Palmeri, Esq.

Date: 07/17/2026

EXHIBIT A

Date Filed 7/17/2026 2:05 PM
Superior Court - Plymouth
Docket Number 2483CV01076

Settlement Administrator - XXXXX
Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

U.S. PO
CITY, S
PERMI

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**You are eligible for benefits
from a class action
settlement in the Brockton
Neighborhood Health
Center Data Incident in
November 2024.**

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


Everipedia Right Content
Blockchain Data Verification
Copyright © 2024

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark

<<FirstName>> <<LastName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

Date Filed 7/17/2026 2:05 PM
Superior Court - Plymouth
Docket Number 2483CV01076

A Settlement has been reached with Brockton Neighborhood Health Center, Inc. (“Defendant”) in a class action lawsuit, *Howard, et al. v. Brockton Neighborhood Health Center, Inc.*, Case No. 2483-cv-01076 (Plymouth, Mass. Superior Court). The lawsuit alleges that Defendant was responsible for a cyberattack on the Defendant’s network and systems on or around November 1 to November 3, 2024, which impacted the Private Information of current and former patients (the “Data Incident”). Defendant denies all allegations of wrongdoing.

Am I included? The Defendant’s records identify you as a Settlement Class Member. The Settlement Class includes all individuals residing in the United States whose Private Information was impacted in the Data Incident affecting the Defendant 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 individual found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal conduct of the Data Incident or who pleads *nolo contendere* to any such charge.

What does the Settlement provide? If approved, the Defendant will pay up to \$825,000 (the “Settlement Amount”) to fund Claims for Settlement Benefits, Notice and Administration Expenses and Court-approved attorneys’ fees, and Awards. Settlement Class Members may submit a claim to receive: Three (3) years of credit monitoring; and

- 1) Reimbursement for documented losses (up to \$2,500), including compensation for up to three hours of time spent having to respond to the Data Incident at \$30 per hour (up to \$90 in total); or
- 2) An alternative cash payment (up to \$50).

How do I get Settlement Benefits? File a Claim on the Settlement Website at [www.\[website\].com](http://www.[website].com). For a complete list of instructions, visit the Settlement Website or call (XXX) XXX-XXXX. Claim Form must be postmarked by **Month XX, 2026**.

What are my other options? If you do nothing, you will not receive any Settlement Benefits, you will remain a Settlement Class Member, and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want Settlement Benefits, but you want to keep your right to sue the Defendant for the claims resolved by this Settlement, you may exclude yourself from the Settlement Class (called “opting out”). If you do not opt out, you may object to the Settlement. You may ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline is **Month XX, 2026**.

The Court’s Final Approval Hearing. The Court will hold a hearing on **Month XX, 2026** at XX:XX a.m. to decide whether to approve the Settlement, up to \$322,500 in attorneys’ fees, costs, and expenses and a \$2,000 Service Award for the Plaintiff. You or your lawyer may attend the hearing at your own expense.

For more information or to update your address: Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and instructions on how to act on your rights and options. You may also call (XXX) XXX-XXXX for more information.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Plymouth County Superior Court for the Commonwealth of Massachusetts
Barbara Howard, et al. v. Brockton Neighborhood Health Center, Inc., Case No. 2483-cv-01076

If your Private Information was impacted by the Brockton Neighborhood Health Center Data Incident on or around November 1 to November 3, 2024, you may be eligible for benefits from a class action settlement.

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

- A Settlement has been reached with Brockton Neighborhood Health Center, Inc. (“Brockton” or “Defendant”) in a class action lawsuit about a cyberattack on the Defendant’s network and systems between November 1 and November 3, 2024, which may have impacted the Private Information of current and former patients (the “Data Incident”). The Plaintiffs allege claims of negligence, breach of implied contract, invasion of privacy, and unjust enrichment. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class consists of 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.
- If approved by the Court, the Defendant will pay up to \$825,000 (the “Settlement Amount”) to pay for Valid Claims for Settlement Benefits (up to \$2,500 per Settlement Class Member) including: reimbursement for documented losses (up to \$2,500), compensation for up to three hours for lost time spent having to respond to the Data Incident (at \$30 per hour, up to \$90 in total), an alternative cash payment (up to \$50), and three (3) years of credit monitoring. The Settlement Amount will also cover Notice and Administration Expenses and any Court-approved attorneys’ fees, costs, and Service Awards.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive Settlement Benefits is to submit a valid and timely Claim Form.	Month XX, 2026
OPT OUT OF/EXCLUDE YOURSELF FROM THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any Settlement Benefits.	Month XX, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for Settlement Benefits.	Month XX, 2026
DO NOTHING	If you do nothing, you will not get any Settlement Benefits and you give up the right to sue the Defendant about the claims resolved 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 must decide whether to approve the Settlement.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *Howard, et al. v. Brockton Neighborhood Health Center, Inc.*, Case No. 2483-cv-01076 pending in the Plymouth County Superior Court for the Commonwealth of Massachusetts. The people who filed this Action are called the “Plaintiffs” and the entity they sued, Brockton Neighborhood Health Center, Inc. (“Brockton”), is called the “Defendant.”

2. What is this Action about?

Between November 1 and November 3, 2024, the Defendant was impacted by a cybersecurity incident on the Defendant’s network and systems on or around November 1 to November 3, 2024, which may have impacted the Private Information of current and former patients (the “Data Incident”). Private Information means any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). On or around December, 2024, the Defendant began notifying potentially impacted individuals about the Data Incident. The Plaintiffs assert claims for negligence, breach of implied contract, invasion of privacy, and unjust enrichment. The Defendant denies all of the Plaintiffs’ claims and maintains that they did not do anything wrong.

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 who sue are known as “Settlement Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Settlement Class Representatives are Barbara Howard, Brandi Freeman, Tiffany Marks, I.M., a minor by and through his or her legal guardian, Tiffany Marks, and Felicia Stanley.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim Settlement Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of 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.

6. Are there exceptions to being included?

Yes. 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.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If approved by the Court, the Defendant will pay up to \$825,000 (the “Settlement Amount”) to cover all Valid Claims for Settlement Benefits (up to \$2,500 per Settlement Class Member), Notice and Administration Expenses, and any Court-approved attorneys’ fees, costs, and Service Awards.

The Settlement will provide cash payments and three (3) years of Credit Monitoring Services to Settlement Class Members who submit a timely Valid Claim.

Participating Settlement Class Members may submit a claim for monetary benefits for either:

- Reimbursement for **Documented Losses** of up to \$2,500 in unreimbursed monetary losses were actually incurred or spent because of the Data Incident between November 1, 2024 and the [Claims Deadline] and/or compensation for up to three hours for **Lost Time** spent having to respond to the Data Incident (at \$30 per hour, up to \$90).

OR

- An **Alternative Cash Payment** of up to \$50.

In addition, all Participating Settlement Class Members will be offered an opportunity to enroll in three (3) years of Credit Monitoring Services.

Settlement Benefits may be reduced *pro rata* (proportionally) based on the amount of Valid Claims (see Question 12).

8. Tell me more about the reimbursement for Documented Losses.

Participating Settlement Class Members can claim up to \$2,500 for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between November 1, 2024 and [Claims Deadline].

Documented Losses include, but are not limited to unreimbursed losses associated with identity theft or fraud where an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money. At the time you submit your Claim, the Documented Losses must remain unreimbursed, have been denied for reimbursement, and are not part of a pending request for reimbursement by a third party, such as a financial institution. Under the Settlement, you cannot be reimbursed for losses if you have already been reimbursed for the same Documented Losses by another source.

To receive reimbursement for Documented Losses you must submit third-party documentation supporting your claims. This can include receipts or other documentation not “self-prepared” that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

9. Tell me more about the compensation for Lost Time.

In addition to reimbursement for Documented Losses and Credit Monitoring Services, Participating Settlement Class Members can claim compensation for up to three (3) hours—at a rate of \$30 per hour—for lost time spent responding to the Data Incident. Claims for lost time are subject to the \$2,500 limit on Documented Losses. No supporting documentation is required, but you must attest under penalty of perjury on the Claim Form that you spent the claimed amount of time responding to the Data Incident.

10. Tell me more about the Alternative Cash Payment.

As an alternative to claiming compensation for Documented Losses (including Lost Time), Participating Settlement Class Members may claim an Alternative Cash Payment of up to \$50 per person. The amount of this cash payment may be adjusted *pro rata* (proportionally) based on the amount of Valid Claims (see Question 12). To receive this benefit, you must submit a valid Claim Form, but no supporting documentation is required.

11. Tell me more about the Credit Monitoring Services.

All Participating Settlement Class Members will be offered an opportunity to enroll in Credit Monitoring Services, which will include three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features. If you submit a Valid Claim for Credit Monitoring Services, you will receive an activation code and instructions on how to enroll after the Court grants final approval of the Settlement.

12. How will Settlement Benefits be calculated?

After deducting the costs of the Notice and Administration Expenses and attorneys' fees and Service Awards from the Settlement Amount, the remaining balance will be used to pay Valid Claims for Settlement Benefits as follows: the total cost of Valid Claims for Credit Monitoring Services, followed by Valid Claims for Documented Losses, followed by Valid Claims for Lost Time, followed by Valid Claims for Alternative Cash Payment. Valid Claims for Settlement Benefits will be reduced *pro rata* so that the total amount paid will not exceed the Settlement Amount.

13. What claims am I releasing if I stay in the Settlement?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

14. How do I submit a Claim Form to get Settlement Benefits?

You must submit a Claim Form by **Month XX, 2026** to receive Settlement Benefits. Claim Forms must be submitted, with any necessary supporting documentation, online on the Settlement Website at [www.\[website\].com](http://www.[website].com) or by mail, postmarked by **Month XX, 2026**, to the Settlement Administrator at:

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

15. When will I get Settlement Benefits?

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees, expenses, and costs, and the Service Award to the Settlement Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Benefits will be distributed as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court appointed 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 to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Amount (subject to Court approval).

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

17. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees of up to \$322,500, as well as a \$2,000 Service Award to each of the Settlement Class Representatives. If approved, these amounts will be paid from the Settlement Amount before providing benefits to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

19. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- Your full name, address, telephone number, and email address (if any);
- A statement indicating your intent to request exclusion "I wish to opt out of the Settlement in *Barbara Howard, et al. v. Brockton Neighborhood Health Center, Inc., Case No. 2483-cv-01076.*";
- Your signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

Settlement Administrator – XXXXX
c/o Kroll Settlement Administration LLC
ATTN: Requests for Exclusion
P.O. Box XXXXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Benefits, request for attorneys' fees, costs and expenses, or Service Awards, Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your written notice of objection must include:

- Your full name, address, telephone number, and email address (if any);
- The case name and case number, *Barbara Howard, et al. v. Brockton Neighborhood Health Center, Inc., Case No. 2483-cv-01076*;
- Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., a copy of the original notice of the Data Incident or a statement explaining why you believe you are a Settlement Class Member);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable;
- The identity of all counsel representing you in connection with the objection;

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

- A statement of whether you and/or your counsel will personally appear at the Final Approval Hearing; and
- Your signature or the signature of your duly authorized attorney or other duly authorized representative.

Objections must be mailed to Class Counsel and counsel for Defendant at the addresses below, postmarked no later than **Month XX, 2026**.

CLASS COUNSEL	COUNSEL FOR DEFENDANT
Nickolas J. Hagman CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP 135 S. LaSalle, Suite 3210 Chicago, Illinois 60603 David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 5335 Wisconsin Ave., NW, Suite 440 Washington, DC 20015 Jeff Ostrow KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT One West Law Olas Blvd., Suite 500 Fort Lauderdale, Florida 33301 Leigh S. Montgomery ELLZEY KHERKHER SANFORD MONTGOMERY, LLP 4200 Montrose Blvd., Ste. 200 Houston, TX 77006	Brian J. Palmeri WINGET SPADAFORA & SCHWARTZBERG, LLP 2187 Atlantic Street Suite 701 Stamford, CT 06902

21. What is the difference between objecting and opting out?

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 exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

22. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 a.m./p.m. ET**, at [Courthouse Name and Address] to decide whether to approve the Settlement, Class Counsel's request for up to \$322,500 for attorneys' fees, costs, and expenses, and a \$2,000 Service Award for each of the Settlement Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

23. 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 file an objection, you may, but you do not have to, come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive any Settlement Benefits.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at (XXX) XXX-XXXX, or by mail at:

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

EXHIBIT C

0000000000000000
0000000000000000

**Your Claim Form
must be submitted
online or
postmarked by:
Month XX, 2026**

CLAIM FORM

Howard, et al. v. Brockton Neighborhood Health Center, Inc.,
Case No. 2483-cv-01076
Plymouth County Superior Court for the Commonwealth of
Massachusetts

If you received Notice of this Settlement, the Settlement Administrator identified you as a Settlement Class Member whose Private Information may have been impacted in the Data Incident. You may submit a Claim for Settlement Benefits as outlined below. Please refer to the Long-Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Settlement Benefits, you must submit a Claim Form by Month XX, 2026.

Claim Forms must be submitted electronically on the Settlement Website on the Claims Deadline above or by mail, postmarked by the Claims Deadline. This Claim Form may be mailed to the address below. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXXX
New York, NY 10150-XXXX

You may submit a claim for monetary benefits for either:

- Reimbursement for **Documented Losses** of up to \$2,500 in unreimbursed monetary losses were actually incurred or spent because of the Data Incident, between November 1, 2024 and the [Claims Deadline] and/or compensation for up to three hours for **Lost Time** spent having to respond to the Data Incident (at \$30 per hour, up to \$90). See Sections III and IV.

OR

- An **Alternative Cash Payment** of up to \$50. See Section V.

In addition, all Participating Settlement Class Members will be offered an opportunity to enroll in three (3) years of Credit Monitoring Services. See Section VI.

Settlement Benefits may be reduced *pro rata* (proportionally) based on the number of Valid Claims.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name **Last Name**

Address 1

Address 2

City **State** **Zip Code**

Telephone Number: (____) ____ - ____

Email Address: _____@_____

II. PAYMENT SELECTION

If you would like to receive your payment through electronic transfer, please visit the Settlement Website ([www.\[website\].com](http://www.[website].com)) and timely file your Claim Form online on or before **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you submit this Claim Form by mail, you will receive your payment by check.

III. REIMBURSEMENT FOR DOCUMENTED LOSSES

Participating Settlement Class Members can claim up to \$2,500 for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between November 1, 2024 and [Claims Deadline].

Documented Losses include, but are not limited to unreimbursed losses associated with identity theft or fraud where an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money. At the time you submit your Claim, the Documented Losses must remain unreimbursed, have been denied for reimbursement, and are not part of a pending request for reimbursement by a third party, such as a financial institution. Under the Settlement, you cannot be reimbursed for losses if you have already been reimbursed for the same Documented Losses by another source.

To receive reimbursement for Documented Losses you must submit third-party documentation supporting your claims. This can include receipts or other documentation not “self-prepared” that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

☐ I want to claim reimbursement for Documented Losses, and I have attached documentation showing that the documented losses listed on this Claim Form were actually incurred or spent because of the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	10/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	— — / — — / — — (mm/dd/yy)	\$ _____.	
	— — / — — / — — (mm/dd/yy)	\$ _____.	
	— — / — — / — — (mm/dd/yy)	\$ _____.	

IV. COMPENSATION FOR LOST TIME

If you are submitting a claim for reimbursement for Documented Losses, you may also claim compensation for up to three (3) hours of Lost Time – at a rate of \$30 per hour – for Lost Time spent responding to the Data Incident. Check the box below to confirm you want to claim a Cash Payment for Lost Time and check the box next to the appropriate number of hours you want to claim.

☐ I want to claim a compensation for Lost Time spent responding to the Data Incident and I attest that I spent the amount of time indicated below. (Check one (1) box.)

☐ 30 minutes ☐ 1 hour ☐ 1.5 hours ☐ 2 hours ☐ 2.5 hours ☐ 3 hours

V. ALTERNATIVE CASH PAYMENT

As an alternative to claiming reimbursement for Documented Losses (including Lost Time), you may claim an Alternative Cash Payment of up to \$50 per Settlement Class Member. The amount of this cash payment may be adjusted *pro rata* (proportionally) based on the amount of Valid Claims. No documentation is required.

☐ I want to claim an Alternative Cash Payment of up to \$50.

VI. CREDIT MONITORING SERVICES

All Participating Settlement Class Members can claim three (3) years of Credit Monitoring Services, which will include one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features. You will receive an activation code and instructions on how to enroll after the Court grants final approval of the Settlement.

☐ I want to claim three (3) years of Credit Monitoring Services.

VII. ATTESTATION & SIGNATURE

By signing below, I swear and affirm under the laws of the Commonwealth of Massachusetts that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature

____/____/_____
Date (mm/dd/yyyy)

Print Name

Reminder:

If your address changes or you need to correct or update to the address you provide on this Claim Form, please call (XXX) XXX-XXXX or visit the “Contact Us” section of the Settlement Website [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

EXHIBIT D

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.

[PROPOSED] 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.

Dated

Judge

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