

STATE OF MAINE
PENOBSCOT, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. PENS-CIV-00063

IN RE: COVENANT HEALTH DATA
SECURITY LITIGATION

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs and proposed Class Representatives Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis' ("Class Representatives"), Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached to the Motion (the "Settlement Agreement").¹ Having fully considered the issue, the Court hereby GRANTS the Motion and orders as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All living persons residing in the United States whose Private Information was compromised in the Data Incident, including all persons who were sent notice of the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendants; (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff; and (c) any Settlement Class Member who properly opts out of the Settlement.

Pursuant to Maine Rule of Civil Procedure 23(e), 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

¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

Class for purposes of judgment on the Settlement because they meet all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as the Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Class Representatives and Class Counsel.** The Court finds that Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis should be appointed as Settlement Class Representatives. Additionally, the Court finds that Casandra Turner of Milberg, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, and William B. Federman of Federman & Sherwood should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class

through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the stage of the proceedings at which the Settlement was reached and the discovery that was conducted, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 23.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at the Superior Court of Penobscot County, Maine, Courtroom _____ [or via telephone or videoconference] at _____ a.m./p.m. to determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Maine Rule 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved; (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 Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for class notice and claims 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 are hereby

approved. Non-material modifications to these Exhibits may be made with approval by the parties but 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 Notice Program and 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, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meets all applicable requirements of law, including Maine Rule 23, and the Due Process Clause(s) of the United States Constitution and the Maine Constitution. The Court further finds that the Notice 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. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must sign and timely submit written notice of such intent to the Settlement Administrator. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the

Settlement at the top of the communication. Such opt-out Requests for Exclusion must meet the Opt-Out Deadline established by this Order and stated in the Notice.

Within seven days after the Opt-Out Deadline, the Settlement Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions.

If the final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written Opt-Out Request for Exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including, but not limited to, the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely Opt-Out Requests for Exclusion shall not be entitled to receive any benefits from the Settlement.

10. **Objections and Appearances.** A Settlement Class Member may file with the Court and mail to the Settlement Administrator a notice of intent to object to the Settlement Agreement. The Long Form Notice shall instruct Settlement Class Members who wish to object to the Agreement to file their objection with the Court. The Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections. Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection,

the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) whether the objector and/or his or her counsel used Artificial Intelligence to assist in drafting their objection and, if so, what platform they used; (g) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions and propounding document requests.

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement

Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the release set forth in the Final Judgment and Order of Dismissal if entered.

11. **Claims Process.** Class Counsel and Defendants have created a process for 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 Notice and the Claim Form. If the Final Judgment and Order of Dismissal 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 Judgment and Order of Dismissal, including the release.

12. **Termination of Settlement.** This 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 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) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement

nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if the Final Judgment and Order of Dismissal 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 Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiffs 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 Action or in any other lawsuit.

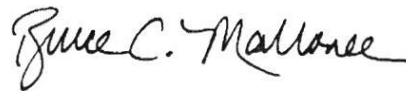
14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website 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.** All proceedings in the Action, 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:

Event	Timing
Defendants Provide Class List to Settlement Administrator	No later than 10 days after entry of this Preliminary Approval Order
Notice Program Commencement	No later than 30 days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees, Reimbursement of Costs and Expenses, and Service Awards to be Filed by Class Counsel	No later than 45 days before the initial scheduled Final Approval Hearing
Postmark Deadline for Opt-Out or Objections	No later than 30 days before the initial scheduled Final Approval Hearing
Postmark/Filing Deadline for Filing Claims	No later than 15 days before the initial scheduled Final Approval Hearing
Motion for Final Approval to be Filed by Class Counsel	No later than 45 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after entry of this Preliminary Approval Order

DONE AND ORDERED on **09/15/2026**



Bruce C. Mallonee

Justice Bruce C. Mallonee
Maine Superior Court

Entered on the docket: 09/16/2026

STATE OF MAINE
PENOBSCOT, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. PENS-CIV-2025-00063

IN RE: COVENANT HEALTH DATA
SECURITY LITIGATION

**[PROPOSED] ORDER RESCINDING ORDER OF SEPTEMBER 1 GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT.**

On Plaintiffs' Unopposed Motion to Rescind Order Granting Plaintiffs Unopposed Motion for Final Approval of Class Action Settlement, and it appearing that the Proposed Order submitted to the Court was submitted by counsel in error, it is hereby ORDERED that the Court's Order Granting Plaintiffs Unopposed Motion for Final Approval of Class Action Settlement as signed and entered on September 1, 2026 is hereby RESCINDED.

Dated: **09/15/2026**



Bruce C. Mallonee

Justice, Maine Superior Court

Entered on the docket: 09/16/2026

CERTIFICATE OF SERVICE

I hereby certify that on this 14th of September, 2026, I caused a true and correct copy of the foregoing Plaintiffs' Unopposed Motion to Rescind together with all accompanying papers, to be served upon all counsel of record by electronic service through the Maine Judicial Branch eFile and eServe System, pursuant to the Maine Rules of Civil Procedure.

Dated: September 14, 2026

/s/ Peter L. Murray

Peter L. Murray, Bar No. 1135

Richard L. O'Meara, Bar No. 3510

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