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Superior Court - Suffolk
Docket Number 2584CV01999

EXHIBIT A

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REVISED SETTLEMENT AGREEMENT

This Revised Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant DotHouse Health, Inc. ("DHI" or "Defendant"). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a healthcare organization based in Dorchester, Massachusetts.

2. While providing healthcare services and related operations, Defendant collects, receive, maintain, and store current and former patients' Private Information, including, as applicable, names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information, and health insurance information.

3. On or about November 27, 2022, Defendant learned certain systems within its IT Network environment were affected by a data security incident.

4. Defendant's investigation determined that an unauthorized party gained access to Defendant's IT environment between October 31, 2022, and November 27, 2022, and accessed certain Private Information of approximately 190,000 individuals. The information potentially included names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information, and health insurance information.

5. On July 14, 2025 Defendant issued a notice of public disclosure and started sending out notice letters to affected individuals.

6. Plaintiffs filed separate materially and substantively similar lawsuits which had

[1] All capitalized terms herein shall have the same meanings as those defined in Section II herein, unless otherwise defined.

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overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident.

7. On October 15, 2025, Plaintiffs moved to consolidate their respective cases, and on October 27, 2025, this court granted the request.

8. Shortly thereafter, the Parties began discussing the possibility of early resolution. As part of these discussions Plaintiffs propounded informal discovery requests on Defendant to which Defendant responded by providing information relevant to the number of affected individuals and the type of information compromised.

9. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and

all Settlement Class Members.

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

II. Definitions

10. "**Action**" means the consolidated class action lawsuit entitled: *Peter Samiotes et al. v. DotHouse Health, Inc.*, Docket No. 2584CV01999, pending in the State of Massachusetts, Suffolk County, Superior Court.

11. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Settlement Agreement.

12. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval attorneys' fees and costs for Class Counsel, and Service Awards for the Class Representatives.

13. "**Cash Payment**" means monetary compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses, and/or Cash Payment B – Pro Rata Cash.

20. "**Cash Payment A – Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of $2,000.00, that Settlement Class members, who incurred documented losses, may elect pursuant to Section V herein.

21. "**Cash Payment B – Pro Rata Cash**" means the Settlement Class Member Benefit in the estimated amount of $40 that Settlement Class Members may elect pursuant to Section V herein. The amount of this payment is subject to participation in the Settlement and may be adjusted *pro rata*.

22. "**Claim**" means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Credit Monitoring.

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

24. "**Claim Form Deadline**" shall be 90 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment and/or Credit Monitoring.

25. "**Claimant**" means a Settlement Class member who submits a Claim Form.

26. **"Claims Process"** means the process by which Settlement Class members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

27. "**Class Counsel**" means David K. Lietz of Milberg, PLLC, and Raina Borrelli of Strauss Borrelli, PLLC.

28. "**Class List**" means the list of Settlement Class Members' names and postal addresses that Defendant maintains that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

29. "**Class Representatives**" mean the Plaintiffs who are approved by the Court to serve as Class Representatives.

30. "**Complaint**" means the Consolidated Class Action Complaint filed in the Action on December 4, 2025.

31. "**Court**" means the State of Massachusetts, Suffolk County, Superior Court presiding over the Action and the Judge assigned to the Action.

32. "**Credit Monitoring**" means the two years of CyEx Medical Shield Complete with one-bureau credit monitoring provided through the Settlement that Settlement Class Members may enroll in should they elect this benefit.

33. "**Data Incident**" means the cybersecurity incident that Defendant discovered on November 27, 2022, resulting in the unauthorized access to or acquisition of Settlement Class Members' Private Information.

34. "**Defendant**" refers to DotHouse Health Inc., the defendant in the Action.

35. "**Defendant's Counsel**" means Holland & Knight and its attorneys.

36. "**Effective Date**" means the date ten (10) days after the last (in time) of the following events has occurred: (a) the entry of the Final Approval Order, provided there are no objections to the Settlement; (b) if there are objections to the Settlement, thirty (30) days after the entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (c) if appeals are taken from the Final Approval Order, thirty (30) days after the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand), or thirty (30) days after the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari. Notwithstanding the above, any order modifying or reversing any award of attorneys' fees, costs, or Service Awards, or appeal solely thereof, shall not affect whether the Final Approval Order is "Final" as defined herein or any other aspect of this Agreement.

37. "**Escrow Account**" means the interest-bearing account to be established by the

Settlement Administrator consistent with the terms and conditions described herein.

38. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

39. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

40. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

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

42. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement. Class Counsel will file their Motion for Final Approval no later than 14 days prior to the Final Approval Hearing

43. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

44. "**Net Settlement Fund**" means the Settlement Fund after deductions for Settlement Administration Costs, attorneys' fees, costs, Service Awards, cost of Credit Monitoring, and approved Claims for Cash Payment A.

45. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

46. **"Notice Class"** means the approximately 145,000 individuals who were sent notice of the Data Incident by Defendant in or around July 2025 and for whom notice was not returned

as undeliverable.

47. **"Notice Date"** is the date by which the Settlement Administrator must commence the Notice Program and is 30 days after the date the Preliminary Approval Order is entered.

48. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement Class telephone line.

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

50. "**Objection Deadline**" means 60 days after the Notice Date.

51. "**Party**" means each of the Plaintiffs and Defendant, and "Parties" means Plaintiffs and Defendant, collectively.

52. "**Plaintiffs**" refers to Peter Samiotes, Derek Holman, Ralph Davis, Frances Keough, Evbakhavbokun Von Idumwonyi, and Tiara Thompson.

53. "**Postcard Notice**" means the fold-over postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1*** that the Settlement Administrator shall disseminate to Settlement Class members by mail.

54. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

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

56. "**Private Information**" means information collected and/or maintained by Defendant, including, but not limited to some combination of Names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information (including diagnoses,

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dates, and types of treatment), and health insurance information.

57. "**Releases**" means the releases and waiver set forth in Section XIII of this Agreement.

58. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations (including "Unknown Claims" as defined herein), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on any federal, state, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the claims made in the Complaint, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Data Incident.

59. "**Released Parties**" means Defendant, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, affiliates, divisions, associates, corporations, investors, owners, officers, directors, shareholders, members, agents, servants, employees, partners, principals, managers, trustees, attorneys, accountants, financial and other advisors, insurers, reinsurers, benefit plans, independent contractors, consultants, licensors, licensees, underwriters, lenders, auditors, investment advisors, legal representatives, and companies, firms, trusts, and corporations, and each entity which is controlled by, controlling or under common control with Defendant. For the

avoidance of doubt, "Released Parties" is intended to be construed broadly to include, without limitation, all entities directly or indirectly affiliated by ownership interest, by contract, or otherwise with the Defendant.

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

61. "**Service Awards**" means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

62. "**Settlement Administrator**" means Simpluris.

63. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

64. "**Settlement Class**" means (i) former or current Massachusetts residents who were part of the Notice Class or (ii) individuals who were not and are not Massachusetts residents but are part of the Notice Class and choose to participate in the settlement. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant; and (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff. The Settlement Class consists of approximately 145,000 individuals.

65. "**Settlement Class Member**" means any member of the Settlement Class.

66. "**Settlement Class Member Benefits**" means Cash Payments, Credit Monitoring, injunctive relief, Settlement Administration Costs, Class Counsel attorneys' fees, costs, and Class Representative Service Awards.

67. "**Settlement Fund**" means the non-reversionary $750,000.00 in cash common fund that Defendant is obligated to fund or cause to be funded under the terms of the Settlement.

68. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

70. "**Unknown Claims**" means any of the Released Claims that any of the Releasing Parties does not know or suspect to exist, which, if known by them, might have affected their settlement with, and release of, the Released Parties or the Released Claims or might have affected

their decision to agree, object or not to object to and/or participate in the Settlement.

III. Settlement Fund

71. Within 10 days following Preliminary Approval, Defendant shall fund or cause to be funded $750,000 to the Escrow Account establishing the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay: (a) all claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives.

72. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

73. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the

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

V. Settlement Consideration

74. All Settlement Class Members may submit a Claim for both Cash Payment A – Documented Losses and Cash Payment B – Pro Rata Cash. Additionally, all Settlement Class Members may elect to receive two years of CyEx Medical Shield Complete. Settlement Class Members who fail to submit a Valid Claim will release their claims against Defendant without receiving a Cash Payment or Credit Monitoring.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to $2,000.00 per Settlement Cass Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation

supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment B – Pro Rata Cash.

b. Cash Payment B – Pro Rata Cash

In addition to or in lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Pro Rata Cash, which is a cash payment that does not require the submission of any supporting documentation. Cash Payment B will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately $40, which could be lower or higher based on the number of Valid Claims.

c. Credit Monitoring

In addition to a Cash Payment, Settlement Class Members will be eligible to submit a claim for two years of CyEx Medical Shield Complete with one-bureau credit monitoring. The Credit Monitoring will provide benefits, including, but not limited to credit monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, and lost wallet protection, insurance coverage for up to $1,000,000 for identity theft. The Credit Monitoring has an estimated retail value of $179.40 per year per Settlement Class Member.

75. ***Pro Rata* Adjustments on Cash Payments –** Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Settlement Administration Costs, (2) Court-approved Service Awards, (3) Court-approved attorneys' fees and costs, (4) costs

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for Credit Monitoring, (5) Cash Payment A – Documented Losses claims, and (6) Cash Payment B – Pro rata Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

76. **Injunctive Relief** – Defendant either has undertaken or will undertake certain reasonable steps to further secure systems and environments, including agreeing to adopt and implement reasonable and appropriate data security measures. The costs of such implemented or to-be-implemented measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount.

VI. Settlement Approval

77. Within 14 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

78. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives and David K. Lietz of Milberg, PLLC, and Raina Borrelli of Strauss Borrelli, PLLC as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

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VII. Settlement Administrator

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

80. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments.

81. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms upon request Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining the Escrow Account approved by the Parties;

c. Establishing and maintaining a post office box to receive objections from Settlement Class members, and Claim Forms;

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

e. Establishing and maintaining an automated toll-free telephone line for

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Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class member inquiries;

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

h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the number of Claims for each form of cash Payment, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

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

j. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

k. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring access information have

been properly distributed.

VIII. Notice to the Settlement Class, Objection Procedures

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

83. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be made to all Settlement Class Members via US Postal Mail. Postcard Notice shall be sent to all Settlement Class Members for whom postal addresses were included in the Class List or identified thereafter by the Settlement Administrator. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the initial date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

84. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; an abbreviated Claim Form which Class Members wishing to elect Cash Payment B and/or Credit Monitoring may fill out and return; how to submit a Claim Form; the Claim Form Deadline; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members

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may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

86. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection prior to the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

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;

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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 Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions and propounding document requests.

88. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Form Process and Disbursement of Settlement Class Member Benefits

89. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and how to submit a Claim Form.

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

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

92. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form.

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The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

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

94. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or

e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The 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;

g. Failure to submit a Claim Form by the Claim Form Deadline; and/or

h. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

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

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

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

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

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

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

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

100. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will choose their preferred method of payment on the Claim Form. Paper checks must be negotiated within 180 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent

specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

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

X. Final Approval Order and Final Judgment

102. Plaintiffs shall file their Motion for Final Approval of the Settlement, no later than 14 days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

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a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees and Costs

104. ***Service Awards*** – The Class Representatives may seek Service Awards of up to $2,500 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval.

105. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third the total settlement value, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval.

106. Class Counsel will file their Motion for Attorneys' Fees, Costs, and Service Awards for Plaintiffs no later than 14 days before the deadline to Object to the Settlement. The Settlement is not contingent on approval of the request for attorneys' fees, costs or Service Awards, and if the Court denies the requests or grants amounts less than what were requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

XII. Disposition of Residual Funds

107. In the event, after all payments are made, any *non-deminimis* residue of the Settlement Fund remains, such residual funds shall be paid *cy pres* to the Massachusetts IOLTA Committee for the purpose of promoting access for low-income persons to the civil justice system. No residual funds will revert to Defendant.

XIII. Releases

108. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including Unknown Claims and including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Upon the Effective Date, Plaintiffs expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

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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, Plaintiffs expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Final Approval Order shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 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 this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of this Settlement Agreement and was a material inducement to Defendant to enter into this Settlement Agreement on the stated terms.

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

109. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court

order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

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

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

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

112. If any Party is in material breach of the terms hereof and fails to cure such material breach within thirty (30) days of written notice specifying the breach, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all Parties.

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

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

114. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination.

XV. Effect of Termination

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

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

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XVI. No Admission of Liability

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

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

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

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

121. 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 or the Releases contained herein.

XVII. Miscellaneous Provisions

122. ***Non-Solicitation.*** Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Settlement Class Members to retain Class Counsel for any other matters or disputes. The Class List shall be used solely for purposes of effectuating the Notice Program and administering the Settlement, and for no other purpose.

123. ***Confidentiality and Public Statements***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. No public out-of-court statements will be made about the Settlement by Class Counsel, the Class Representatives, Defendant, or Defendant's Counsel other than through the content posted on the Settlement Website as agreed by the Parties. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent

Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

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

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

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

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

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

129. ***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.

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

131. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

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

133. Notices. All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

David Lietz
MILBERG, PLLC
5335 Wisconsin Ave., NW, Suite 440
Washington, DC 20015
dlietz@milberg.com

If to Defendant or Defendant's Counsel:

Christopher Iaquinto
HOLLAND & KNIGHT LLP
10 St. James Ave., 11th Floor
Boston, MA 02116
Christopher.iaquinto@hklaw.com

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

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

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

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

to all of the terms and provisions of this Agreement.

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

138. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, which will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

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and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures to Follow

CLASS COUNSEL (for Plaintiffs and the Settlement Class)

David K. Lietz
MILBERG, PLLC

Raina Borrellii
Raina Borrellii (Sep 14, 2026 12:17:31 CDT)

Raina Borrelli
STRAUSS BORRELLI, PLLC

COUNSEL FOR DEFENDANT DOTHOUSE HEALTH, INC.

Christopher Iaquinto
Christopher Iaquinto (Sep 14, 2026 13:08:58 EDT)

Christopher Iaquinto
HOLLAND & KNIGHT, LLP

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EXHIBIT 1

Date Filed 9/14/2026 1:54 PM
Superior Court - Suffolk
Docket Number 2584CV01999

DotHouse Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Peter Samiotes, et al. v. DotHouse Health, Inc.
Docket No. 2584CV01999

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2022 DOTHOUSE HEALTH, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

First-Class Mail
US Postage Paid
Permit #__

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

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Why am I receiving this notice? A $750,000 common fund Settlement has been reached with DotHouse Health, Inc. ("DHI") in a class action lawsuit ("Settlement"). The case is about the November 2022 cybersecurity incident that impacted certain Finastra systems (the "Data Incident"). Files containing private information were accessed. DHI denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the Settlement Class as: (i) former or current Massachusetts residents who were part of the Notice Class or (ii) individuals who were not and are not Massachusetts residents but are part of the Notice Class and choose to participate in the settlement" The Notice Class is defined as the approximately 145,000 individuals who were sent notice of the Data Incident by Defendant in or around July 2025 and for whom notice was not returned as undeliverable.

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

What are the Settlement benefits? You can claim two years of **Credit Monitoring** from CyEx Medical Shield Complete, and **one** of two **cash payment** options.

If you have documented losses you can get back up to **$2,000**. *Instead of any other cash payment,* you can get a one-time *Pro Rata* Cash Payment currently estimated to be $40.

Full details and instructions are available online.

How do I receive a benefit? File your claims online. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't like the terms of the Settlement? If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to $250,000 plus reimbursement of reasonable costs, and $2,500 for each of the named Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

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BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

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

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DotHouse Data Incident Settlement

⟪First1⟫ ⟪Last1⟫
⟪Addr1⟫ ⟪Addr2⟫
⟪City⟫, ⟪St⟫ ⟪Zip⟫

*Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **[Claims Deadline]**.*

Only one Claim Form per Class Member.

Login ID: ⟪LoginID⟫
PIN: ⟪PIN⟫

INSTRUCTIONS: Use this card to submit your claim for two years of **free Credit Monitoring**, and/or a **Pro Rata Cash Payment currently estimated to be $40.00**.

To claim cash payments for Documented Out-of-Pocket losses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

☐ Check this box to claim two years of **Credit Monitoring**. An enrollment code will be sent to you via email after the Settlement is finally approved.

☐ Check this box to claim a one-time estimated $40.00 **Pro Rata Cash Payment**.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address **LEGIBLY** on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

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Docket Number 2584CV01999

EXHIBIT 2

Superior Court for Suffolk County, Massachusetts

Peter Samiotes, et al. v. DotHouse Health, Inc.
Docket No. 2584CV01999

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2022 DOTHOUSE HEALTH, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with DotHouse Health, Inc. ("DHI" or "Defendant") in a class action lawsuit. This case is about a cybersecurity incident that impacted certain DHI systems in November 2022 (the "Data Incident"). During the Data Incident an unauthorized third party accessed certain files that included private information of certain of DHI's patients. These files may have contained personal information such as names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information, and health insurance information.
- The lawsuit is called *Peter Samiotes, et al. v. DotHouse Health, Inc.*, Docket No. 2585CV01999. It is pending in the Superior Court for Suffolk County, Massachusetts (the "Litigation").
- DHI denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- DHI's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from DHI.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**_____, 2026**
DO NOTHING	You are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

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WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Peter Samiotes, et al. v. DotHouse Health, Inc.*, Docket No. 2585CV01999. It is pending in the Superior Court for Suffolk County, Massachusetts. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, DotHouse Health, Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the November 2022 cybersecurity incident that impacted certain DHI systems. During the Data Incident an unauthorized third party accessed certain files that included private information of certain of DHI's patients. These files may have contained personal information such as names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information, and health insurance information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the named "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members. In this Settlement, the Class Representatives are Peter Samiotes, Derek Holman, Ralph Davis, Frances Keough, Evbakhavbokun Von Idumwonyi, and Tiara Thompson. Everyone included in this Action are the Class Members.

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4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: ": (i) former or current Massachusetts residents who were part of the Notice Class or (ii) individuals who were not and are not Massachusetts residents but are part of the Notice Class and choose to participate in the settlement"

The Notice Class is defined as the approximately 145,000 individuals who were sent notice of the Data Incident by Defendant in or around July 2025 and for whom notice was not returned as undeliverable."

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant; and (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff. The Settlement Class consists of approximately 145,000 individuals.

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

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

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

DHI will establish a Settlement Fund of $725,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the named Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

CREDIT MONITORING. All Class Members are eligible to claim two years of CyEx Medical Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- Medical fraud or medical identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions
- one-bureau credit monitoring

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

CASH PAYMENT OPTIONS

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,000.00**. The losses must have occurred between October 31, 2022, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

***Pro Rata* Cash Payment.** Instead of the benefits in *Cash Payment for Documented Losses*, you may claim a one-time *pro rata* cash payment currently estimated to be $40.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a *Pro Rata* Cash Payment.

You do not have to provide any proof or explanation to claim this payment.

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

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

8. What claims am I releasing ?

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

Submitting a Claim Form for a Settlement Payment

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

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

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

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

For the pro rata cash payment and the credit monitoring, you may use the summary "tear-off" Claim Form attached to the Postcard Notice you received.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys David K. Lietz of Milberg, PLLC, and Raina Borrelli of Strauss Borrelli, PLLC. to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to $250,000.00 as reasonable attorneys' fees plus reimbursement of litigation costs. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of $2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Commenting on or Objecting to the Settlement

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

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

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

(1) the name of the Litigation: *Peter Samiotes, et al. v. DotHouse Health, Inc*., Docket No. 2585CV01999, pending in the Superior Court for Suffolk County, Massachusetts;

(2) your full name, mailing address, telephone number, and email address;

(3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

(4) the number of times the objector has objected to a class action settlement within the 5 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;

(5) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

(6) 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;

(7) whether the objector and/or objector's counsel will appear at the Final Approval Hearing, and;

(8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	**Settlement Administrator**
Clerk of the Court [Court Address]	DotHouse Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	**Counsel for Defendants**
David Lietz **MILBERG, PLLC** 5335 Wisconsin Ave., NW, Suite 440 Washington, DC 20015	Christopher Iaquinto **HOLLAND & KNIGHT LLP** 10 St. James Ave., 11th Floor Boston, MA 02116

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The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the Superior Court for Suffolk County, Massachusetts, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 15**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

17. Do I have to come to the Final Approval Hearing?

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

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

If I Do Nothing

18. What happens if I do nothing at all?

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

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

Getting More Information

19. How do I get more information?

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

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

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

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You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

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

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EXHIBIT 3

Date Filed 9/14/2026 1:54 PM
Superior Court - Suffolk
Docket Number 2584CV01999

CLAIM FORM

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

Peter Samiotes, et al. v. DotHouse Health, Inc.
Docket No. 2584CV01999
Superior Court for Suffolk County, Massachusetts

DOTHOUSE DATA INCIDENT SETTLEMENT CLAIM FORM

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

DotHouse Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Settlement Class this way: ":(i) former or current Massachusetts residents who were part of the Notice Class or (ii) individuals who were not and are not Massachusetts residents but are part of the Notice Class and choose to participate in the settlement" The Notice Class is defined as the approximately 145,000 individuals who were sent notice of the Data Incident by Defendant in or around July 2025 and for whom notice was not returned as undeliverable."

Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant; and (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff. The Settlement Class consists of approximately 145,000 individuals.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be received by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
DotHouse Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

DotHouse will establish a Settlement Fund of $750,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the named Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

CREDIT MONITORING. All Class Members are eligible to claim two years of CyEx Medical Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- Medical fraud or medical identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions
- one-bureau credit monitoring

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

CASH PAYMENT OPTIONS

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,000.00**. The losses must have occurred between October 31, 2022, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

***Pro Rata* Cash Payment.** Instead of the benefits in *Cash Payment for Documented Losses*, you may claim a one-time *pro rata* cash payment currently estimated to be $40.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a *Pro Rata* Cash Payment.

You do not have to provide any proof or explanation to claim this payment.

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

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator DotHouse Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

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

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

Claims must be received by [Claims Deadline].

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in two years of Credit Monitoring from CyEx Medical Shield Complete.

III. CASH PAYMENT FOR DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $2,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION IV**.

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

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

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

IV. PRO RATA CASH PAYMENT

☐ Check this box if you want to claim a one-time *pro rata* cash payment currently estimated to be $40. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III**.

V. PAYMENT SELECTION

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

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

			-				-				

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

			-				-				

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION AND SIGNATURE

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

Class Member Signature

	MM	DD	YY

Please print or type your name on the line above.

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EXHIBIT 4

Date Filed 9/14/2026 1:54 PM
Superior Court - Suffolk
Docket Number 2584CV01999

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT
OF THE TRIAL COURT

PETER SAMIOTES, DEREK HOLMAN, RALPH DAVIS, FRANCES KEOUGH, EVBAKHAVBOKUN VON IDUMWONYI, and TIARA THOMPSON, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

DOTHOUSE HEALTH, INC.,

Defendant.

Case No. 2584CV01999

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' Revised Assented to Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Plaintiffs Peter Samiotes, Derek Holman, Ralph Davis, Frances Keough, Evbakhavbokun Von Idumwonyi, and Tiara Thompson ("Plaintiffs") and Defendant DotHouse Health, Inc. ("Defendant") (together, the "Parties"), with accompanying exhibits attached to Plaintiffs' Memorandum of Law in Support of the Revised Assented to Motion for Preliminary Approval of Class Action Settlement.[1]

[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 Revised Settlement Agreement, unless otherwise indicated.

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:

> (i) former or current Massachusetts residents who were part of the Notice Class or (ii) individuals who were not and are not Massachusetts residents but are part of the Notice Class and choose to participate in the settlement

The Notice Class is defined as the approximately 145,000 individuals who were sent notice of the Data Incident by Defendant in or around July 2025 and for whom notice was not returned as undeliverable.

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

Pursuant to Mass. R. Civ. P. 23, the Court finds that notice to the Settlement Class is appropriate and should be directed. 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 Mass. R. Civ. P. 23(a) and the requirements of Mass. R. Civ. P. 23(b). 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 issues 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

interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation 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 Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel**. The Court finds that Plaintiffs Peter Samiotes, Derek Holman, Ralph Davis, Frances Keough, Evbakhavbokun Von Idumwonyi, and Tiara Thompson are adequate and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that David K. Lietz of Milberg, PLLC, and Raina Borrelli of Strauss Borrelli, PLLC are adequate 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 provided 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 over this Action and personal jurisdiction over the Parties and Settlement Class Members. Additionally, venue is proper in this County.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (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 Attorney 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 Simpluris 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 are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with 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 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 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; (d) meet all applicable requirements of law, including Mass. R. Civ. P. 23; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the Massachusetts Constitution. 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 desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice 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, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) 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; (iv) 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; (v) 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; (vi) 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; (vii) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (ix) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (x) the objector's signature (an attorney's signature is not sufficient). 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 60 days after the Notice Date. 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. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or

the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Massachusetts Rules of Appellate Procedure and not through a collateral attack.

10. **Claims Process**. Settlement Class Counsel and Defendant 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 requirements and procedures specified in the Notice 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.

11. **IOLTA Notice**. Plaintiffs will notify the Massachusetts IOLTA Committee of the proposed recipient(s) of any potential residual funds before the Settlement is approved, pursuant to Mass. R. Civ. P. 23(e)(3).

12. **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) there is no Effective Date. In such event, (i) the Parties shall

be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (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 Action or in any other proceeding for any purpose, and (iii) 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*.

13. **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 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 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.

15. **Stay of Litigation**. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions or proceedings

brought by Settlement Class Members or others on their behalf concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

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

Defendant provides class list to the Settlement Administrator	Within 10 days after the entry of the Preliminary Approval order
Notice Deadline	Within 30 days after the entry of the Preliminary Approval order
Class Counsel's Motion for Attorney Fees, Costs, and Service Awards	At least 14 days before the Objection Deadline
Objection Deadline	60 days after the Notice Deadline
Claim Form Deadline	90 days after the Notice Deadline
Class Counsel's Motion for Final Approval	At least 14 days before Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after entry of the Preliminary Approval Order

IT IS SO ORDERED on this _____ day of _____, _____.

_____

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EXHIBIT 5

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT
OF THE TRIAL COURT

PETER SAMIOTES, DEREK HOLMAN, RALPH DAVIS, FRANCES KEOUGH, EVBAKHAVBOKUN VON IDUMWONYI, and TIARA THOMPSON, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

DOTHOUSE HEALTH, INC.,

Defendant.

Case No. 2584CV01999

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is Plaintiffs Peter Samiotes, Derek Holman, Ralph Davis, Frances Keough, Evbakhavbokun Von Idumwonyi, and Tiara Thompson's (the "Settlement Class Representatives" or "Plaintiffs") Assented to Motion for Final Approval of Class Action Settlement (the "Motion for Final Approval").[1] The Motion seeks final approval of the Settlement Agreement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses to Settlement Class Counsel, and for Service Awards to the Settlement Class Representatives (the "Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement, the Motion for Final Approval, and the Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the

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

Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on [INSERT DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"), which, among other things: (a) preliminarily certified this matter as a class action for settlement purposes; (b) appointed Plaintiffs as Settlement Class Representatives and appointed David K. Lietz of Milberg, PLLC, and Raina Borrelli of Strauss Borrelli, PLLC as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of notice to the Settlement Class; (e) set deadlines for objections; (f) appointed Simpluris as the Settlement Administrator; and (g) scheduled the Final Approval Hearing;

WHEREAS, pursuant to the Notice requirements set forth in the Settlement Agreement and the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, including the benefits available, the right of Settlement Class Members to object, and the right to appear at the Final Approval Hearing;

WHEREAS, on [INSERT DATE], the Court held a Final Approval Hearing to determine, among other things: (1) whether the Settlement Agreement is fair, reasonable, and adequate; (2) whether the Settlement Class should be finally certified for settlement purposes; and (3) whether this action should be dismissed with prejudice. Prior to the Final Approval Hearing, the Court received and reviewed a declaration attesting to compliance with the notice provisions set forth in the Settlement Agreement and Preliminary Approval Order. The Court is satisfied that the Settlement Class Members were provided adequate notice and a full and fair opportunity to be heard;

WHEREAS, the Court is not required to conduct a trial on the merits or determine with certainty the factual and legal issues in dispute when evaluating a proposed class action settlement;

and

WHEREAS, the Court is required under Mass. R. Civ. P. 23(c) to determine whether the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class;

Having provided all interested persons an opportunity to be heard in accordance with the Preliminary Approval Order, having considered the submissions and arguments of counsel, having reviewed the Settlement Agreement and supporting materials, and good cause appearing, the Court finds as follows:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this Action and over all claims asserted therein, and over all Parties, including the Settlement Class.

2. This Action arises from allegations that Defendant DotHouse Health, Inc. failed to implement and maintain reasonable data security measures to protect Settlement Class Members' Private Information, which Plaintiffs allege resulted in the unauthorized access to such information between October 31, 2022, and November 27, 2022 (the "Data Incident").

3. The Settlement does not constitute an admission of liability, wrongdoing, or fault by Defendant, and the Court makes no finding of liability or wrongdoing.

4. Unless otherwise indicated, capitalized terms used in this Final Order and Judgment have the meanings set forth in the Settlement Agreement.

5. The Settlement involves allegations in Plaintiffs' Consolidated Class Action Complaint against Defendant for failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by

the Parties, grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Order and Judgment only the Court hereby finally certifies the following Settlement Class:

> (i) former or current Massachusetts residents who were part of the Notice Class or (ii) individuals who were not and are not Massachusetts residents but are part of the Notice Class and choose to participate in the settlement"

The Notice Class is defined as the approximately 145,000 individuals who were sent notice of the Data Incident by Defendant in or around July 2025 and for whom notice was not returned as undeliverable.

7. Specifically excluded from the Settlement Class are: (a) directors and officers of Defendant; and (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff.

8. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

9. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. A total Settlement Fund of $750,000 for class benefits;

b. Claims administration, as set forth in the Settlement Agreement, through which Settlement Class Members may submit claims to be reviewed and evaluated by Simpluris, the Court-approved Settlement Administrator;

c. A claims process through which Settlement Class Members may submit claims for Cash Payments and Credit Monitoring;

d. Payment by Defendant of Notice and Administrative Expenses from the Settlement Fund; and

e. Payment by Defendant, subject to Court approval, of attorneys' fees, costs, and expenses from the Settlement Fund to Settlement Class Counsel and Service Awards to the Settlement Class Representatives.

10. The Court readopts and incorporates its findings from the Preliminary Approval Order regarding the requirements of Mass. R. Civ. P. 23 and further finds that final certification of the Settlement Class is appropriate for settlement purposes.

11. The Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate and hereby grants final approval of the Settlement. The Settlement Agreement is approved, adopted, and incorporated by reference into this Final Order and Judgment.

12. As reported by the Settlement Administrator, Notice was successfully disseminated to approximately [INSERT TOTAL SUCCESSFUL NOTICES] of the [INSERT TOTAL FINAL CLASS SIZE] Settlement Class Members, in accordance with the deadlines set forth in the Preliminary Approval Order and Settlement Agreement, including the Notice Deadline.

13. The Court finds that the notice program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to

the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing, and satisfied the requirements of Mass. R. Civ. P. 23, the United States Constitution, and other applicable law.

14. As of the Objection Deadline, [INSERT NUMBER] objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects. Accordingly, the Court finds no reason to withhold approval of the Settlement.

15. All Settlement Class Members who did not timely and properly object are deemed to have waived any objections.

16. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

17. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to implement and consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

18. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

19. Within the time period set forth in the Settlement Agreement, the relief provided therein shall be made available to Settlement Class Members who submit valid and timely claims in accordance with its terms.

20. Upon the Effective Date, Plaintiffs and all Settlement Class Members shall be deemed to have released Defendant and the Released Parties from all Released Claims, including Unknown Claims, as defined in the Settlement Agreement. The Court incorporates the Release provisions set forth in the Settlement Agreement.

21. The Court grants final approval of the appointment of Plaintiffs Peter Samiotes, Derek Holman, Ralph Davis, Frances Keough, Evbakhavbokun Von Idumwonyi, and Tiara Thompson as Settlement Class Representatives and finds that they have fairly and adequately represented the Settlement Class.

22. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Class Representative in the amount of $2,500 as a Service Award. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

23. The Court grants final approval to the appointment of David K. Lietz of Milberg, PLLC, and Raina Borrelli of Strauss Borrelli, PLLC as Settlement Class Counsel. The Court concludes that Settlement Class Counsel have adequately represented the Settlement Class and will continue to do so.

24. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for combined attorneys' fees, costs, and expenses in the amount of one-third of the Settlement Fund. Payment shall be made pursuant to the terms of the Settlement Agreement.

25. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of

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any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

26. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and the terms and provisions of

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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*, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of Notice and Administrative Expenses, and will not, at any time, seek recovery of same from any other Party to the Litigation or from counsel to any other Party to the Litigation.

27. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

28. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

29. This Order resolves all claims against all Parties in this action and is a final order.

30. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED this _____ day of _____, 2026.

_____

Judge