

EXHIBIT 1

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL
COURT
CA. NO: 2481CV02873

WILLIAM MATIASEK, DIANE
REMICK, DONNA PRUITT, KAREN
PICARDI, and DIANA CERRONE on
behalf of all others similarly situated,

Plaintiffs,

v.

MYSTIC VALLEY ELDER
SERVICES, INC.,

Defendant.

In re Mystic Valley Elder Services, Inc.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, effective as of September 29, 2025, is made and entered into by and among the following Settling Parties (as defined below): Plaintiffs William Matiassek, Diane Remick, Donna Pruitt, Karen Picardi, and Diana Cerrone (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Mystic Valley Elder Services, Inc. (“Mystic Valley” or “Defendant”) (together with Plaintiffs, the “Parties” or “Settling Parties”). The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. CASE HISTORY

On or about April 5, 2024, unauthorized cybercriminals gained access to Defendant’s computer systems and accessed and acquired Plaintiffs’ and Class Members’ personally

identifying information (the “Data Incident”). Specifically, Plaintiffs allege that the categories of information potentially exposed in the Data Incident, include, but are not limited to: names, dates of birth, passport numbers, taxpayer identification numbers, financial account numbers, payment card numbers, online credentials, Social Security numbers, driver’s license numbers, health insurance information, and medical information (collectively “Personal Information”). Following discovery of the Data Incident on April 5, 2024, Mystic Valley took steps to secure its systems, investigate, and contain the Data Incident. On or around October 22, 2024, Defendant sent notice of the Data Incident to the 89,638 individuals whose information had been potentially exposed as a result of the Incident. However, Mystic Valley has determined that nearly 12,000 individuals who were sent notice of the Data Incident have been confirmed to be deceased.

As a result, Plaintiffs filed five (5) separate but related actions in this Court for claims arising from the Data Incident. On January 7, 2025, the Court consolidated the actions into the first-filed case (the “Litigation”).

Plaintiffs filed a Class Action Consolidated Complaint and Demand for Jury Trial on March 12, 2025 (“Complaint”).

On June 11, 2025, the Parties engaged in mediation before Thomas V. Bender, a mediator experienced with consumer data privacy class action litigations. At the end of the mediation, the Parties were unable to reach an agreement. But following several weeks of continued negotiation with the involvement of Mr. Bender, the Parties reached an agreement in principle. This accepted settlement is memorialized in this agreement (“Settlement Agreement”).

On July 16, 2025, the Parties filed a Notice of Settlement.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendant and

the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Plaintiffs and the Settlement Class (as defined below).

II. RISK OF LITIGATION AND BENEFITS OF SETTLEMENT

Plaintiffs believe the claims asserted in the Litigation, as set forth in their Complaint, have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expensive and protracted nature of continued proceedings necessary to prosecute the Litigation against Defendant through motions practice, trial, and potential appeals. Plaintiffs have also considered the uncertainty of further litigation, as well as the delays inherent in such litigation, especially in complex class actions like this. Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Settlement Class Counsel determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class, as it provides certainty for relief without unnecessary delay.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all the claims and contentions alleged against it in the Litigation. Defendant also denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Defendant concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant considered the uncertainty and risks inherent in any litigation. Defendant has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Plaintiffs, individually and on behalf of the Settlement Class; Settlement Class Counsel; and Defendant that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and all its attachments and exhibits, which the Settling Parties understand and agree set forth all material terms and conditions of the Settlement of the Litigation between them and which is subject to approval by the Court.

1.2 “Approved Claims” means Settlement Claims completed using a Claim Form and submitted by the Claims Deadline and found to be valid and in an amount approved by the Settlement Administrator.

1.3 “Claims Deadline” means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.

1.4 “Claim Form” means the form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.5 “Complaint” means the operative Consolidated Class Action Complaint, filed in the Litigation on March 12, 2025.

1.6 “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration, including, without limitation: all expenses and costs associated with providing notice to Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the portions and benefits of the Settlement Fund to Settlement Class Members. Costs of Settlement Administration also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. Costs of Settlement Administration are to be paid from the Settlement Fund.

1.7 “Court” means the Superior Court for the County of Middlesex, Massachusetts, and the Judge(s) assigned to the Litigation.

1.8 “Data Incident” means the incident discovered on or about April 5, 2024, in which an unauthorized third party potentially gained access to Settlement Class Members’ Personal Information.

1.9 “Defendant” or “Mystic Valley” means Defendant Mystic Valley Elder Services, Inc.

1.10 “Defendant’s Counsel” means Neil Austin, Starr Drum, and Xeris Gregory of Polsinelli, P.C.

1.11 “Effective Date” means the first date by which all events and conditions specified in Paragraph 11.1 herein have occurred and been met.

1.12 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Settlement Class Counsel.

1.13 “Final” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Awards made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Mass. R. Civ. P. 23 and whether to enter a Final Approval Order and Judgment.

1.15 “Final Approval Order and Judgment” or “Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Litigation against Defendant with prejudice, releases the Released Persons from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, and satisfies the settlement-related provisions of Mass. R. Civ. P. 23 in all respects.

1.16 “Litigation” means the five related actions filed in the Court and consolidated in the class action captioned *In re Mystic Valley Elder Services, Inc.*, File No. 2481CV02873 (Middlesex County (MA) Superior Court).

1.17 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.18 “Notice Commencement Date” means thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.

1.19 “Notice Plan” means the plan set forth in Section 6 intended to notify the Class Members of the Settlement Agreement, the benefits and terms thereunder, and the steps and deadlines to submit a Claim Form or Objection.

1.20 “Objection Deadline” means the date by which members of the Settlement Class must file with the Court or provide to the Settlement Administrator their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. Such deadline shall be sixty (60) days following the Notice Commencement Date.

1.21 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.22 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as **Exhibit D** to this Settlement Agreement.

1.23 “Personal Information” means Settlement Class Members’ information that may have been accessible in the Data Incident, which may include protected health information (“PHI”) and other personally identifiable information (“PII”).

1.24 “Released Claims” shall collectively mean any and all claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; and violations of state privacy-protection; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; including, but not limited to, any Unknown Claims; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement.

1.25 “Released Persons” means Defendant, any related entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.26 “Plaintiffs” or “Settlement Class Representatives” means William Matiassek, Diane Remick, Donna Pruitt, Karen Picardi, and Diana Cerrone.

1.27 “Service Awards” means the amount of remuneration to be paid to the Settlement Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10.

1.28 “Settlement Administration” means the process of identifying members of the Settlement Class, notifying Settlement Class Members, and Settlement Payment.

1.29 “Settlement Administrator” means Atticus Administration, LLC, a company experienced in administering class action settlements.

1.30 “Settlement Benefit” means any Settlement Payment, the Credit Monitoring and Identity Theft Protection (as defined below), and any other benefits Settlement Class Members receive pursuant to this settlement, including non-monetary benefits and relief.

1.31 “Settlement Claim” means the process through which a Settlement Class Member, after receiving due notice, submits a Valid Claim to the Settlement Administrator identifying the Settlement Benefit elected by the Settlement Class Member.

1.32 “Settlement Class” means all living persons whose Personal Information was compromised as a result of the Data Incident, including those who were sent a Data Incident notification letter. The Settlement Class specifically excludes: (i) Defendant and its respective officers and directors; and (ii) the Judge assigned to evaluate the fairness of this settlement.

1.33 “Settlement Class Counsel” or “Class Counsel” means Jessica Peake of Mazow McCullough, A. Brooke Murphy of Murphy Law Firm, Leigh S. Montgomery of EKSM, and Kevin Laukaitis of Laukaitis Law.

1.34 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class.

1.35 “Settlement Fund” means the five hundred and twenty thousand United States Dollars (\$520,000.00) that Defendant shall cause to be paid pursuant to Section 2 of this Agreement.

1.36 “Settlement Fund Account” means the account described in Section 3 of this Agreement.

1.37 “Settlement Payment” means any payment to be made to any Settlement Class Member who submits a valid and timely Claim Form.

1.38 “Settlement Website” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.39 “Settling Parties” or “Parties” means, collectively, Defendant and Plaintiffs, individually and on behalf of the Settlement Class.

1.40 “Short Notice” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit C** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Objection Deadlines, and the date of the Final Fairness Hearing (if set prior to the Notice Commencement Date, as defined above).

1.41 “Tax and Tax-Related Expenses” means all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.42 “Unknown Claims” means any of the Released Claims that any Plaintiff does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs acknowledge that the releases contained in this Settlement Agreement may extend to claims that they do not know or suspect to exist in their favor at the time of the release of such claims. Plaintiffs hereby expressly waive any and all provisions, rights and benefits conferred under any law of the United States or any state or territory of the United States, or principle of common law, that protects them from releasing any claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of such claims, which if known by it

might have materially affected their decision to enter into this Settlement Agreement. The claims released herein shall be deemed to be fully, finally and forever settled and released under the terms of this Settlement Agreement without regard to the subsequent discovery or existence of facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.43 “United States” as used in this Settlement Agreement includes all states, the District of Columbia, and all territories.

1.44 “Valid Claims” means settlement Claims Form submitted by a Settlement Class Member that indicate the Settlement Class Member’s Settlement Benefits election and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

2. Settlement Fund

2.1 Defendant agrees to cause to be made a non-reversionary settlement payment of five hundred and twenty thousand dollars (\$520,000.00), less any Costs of Settlement Administration paid by Defendant to the Settlement Administrator prior to the Effective Date, via check and/or deposit into the Settlement Fund Account within thirty (30) days of the Effective Date of the settlement so long as Defendant has timely received the information set forth in Section 2.4.

2.2 Any Costs of Settlement Administration that are required to be paid prior to the Effective Date will be paid for or caused to be paid directly by Defendant. The total amount paid for Costs of Settlement Administration prior to the Effective Date shall be treated as if paid from

the Settlement Fund and shall reduce the amount that Defendant will be required to pay or cause to be paid into the Settlement Fund after the Effective Date. Any Costs of Settlement Administration that are owed after the funding of the Settlement Fund shall be paid directly from the Settlement Fund.

2.3 The Settlement Fund shall be used to pay for all Approved Claims, Costs of Settlement Administration, any Fee Award and Costs, and any Service Awards.

2.4 Settlement Class Counsel and/or the Settlement Administrator shall timely furnish to Defendant no later than the date of the Final Approval Hearing any required delivery information, account information, wiring instructions, and/or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account).

3. Settlement Fund Account

3.1 The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.

3.2 All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

3.3 No amounts may be withdrawn from the Settlement Fund unless (i) authorized by this Agreement; (ii) authorized by the Notice Plan approved by the Court; or (iii) otherwise approved by the Court.

3.4 The Settling Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of

Treasury Regulation § 1.468B-2(k)(3). The Settling Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

3.5 Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Defendant with that employer identification number on a properly completed and signed IRS Form W-9.

3.6 The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be paid from the Settlement Fund.

3.7 All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account and shall be timely paid by the Settlement Administrator without prior

order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Settling Parties, Settlement Class Counsel, and Defendant's Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

3.8 Following its payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

4. Settlement Benefits

4.1 All Settlement Class Members who submit an Approved Claim using the Claim Form, which is attached as **Exhibit A** to this Settlement Agreement, are eligible to receive:

4.1.1. Credit Monitoring and Identity Theft Protection: Two years of single-bureau credit monitoring and identity protection services, which include \$1,000,000 in identity theft insurance. Settlement Class Members must affirmatively request Credit Monitoring and Identity Theft Protection by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

4.1.2. Out-of-Pocket Losses: Settlement Class Members who suffered Out-of-Pocket Losses fairly traceable to the Data Incident, and timely submit a Claim supported by reasonable documentation, will be eligible for a payment of up to five thousand dollars (\$5,000), but not more than the documented and unreimbursed loss proven. Out-of-pocket unreimbursed losses include,

but are not limited to, (i) out-of-pocket expenses such as: (a) bank fees, (b) long distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; (ii) fees for credit reports, credit monitoring, or other identity theft insurance product; and (iii) losses resulting from identity theft, fraud, or similar victimization. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for out-of-pocket losses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Mystic Valley 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 their claim, the claim will be rejected and converted into a Cash Payment claim.

4.1.3. Cash Payment: Settlement Class Members may file a claim for a *pro rata* cash payment from the Settlement Fund estimated to be in the amount of seventy-five dollars (\$75). Settlement Class Members do not need to submit any supporting documentation to receive this cash payment.

4.2 The Settlement Administrator shall distribute payments from the Settlement Fund first for qualifying claims for Out-of-Pocket Losses pursuant to Section 4.1.2, followed by approved claims for Credit Monitoring and Identity Theft Protection services pursuant to Section 4.1.1, and finally for approved claims for *pro rata* Cash Payments pursuant to Section 4.1.3.

4.3 If the total amount of Approved Claims submitted under Section 4.1, when aggregated with Cost of Settlement Administration, Fee Awards and Costs as approved by the

Court, and Service Awards as approved by the Court, exceeds the amount of the Settlement Fund, then Approved Claims under Section 4.1 shall be reduced on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4.1, when aggregated with Cost of Settlement Administration, Fee Awards and Costs as approved by the Court, and Service Awards as approved by the Court, does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted under Section 4.1, when aggregated with Cost of Settlement Administration, Fee Awards and Costs as approved by the Court, and Service Awards as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims under Section 4.1 shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4.1, when aggregated with Cost of Settlement Administration, Fee Awards and Costs as approved by the Court, and Service Awards as approved by the Court, equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. The Settlement Administrator shall reasonably exercise its discretion to implement any *pro rata* increase or decrease provided herein to account for estimated, but not yet incurred, Costs of Settlement Administration. In the event that any individual distribution exceeds the reportable threshold to any tax authority, Defendant shall not be obligated to provide additional information, including, but not limited to, Social Security Numbers, about Class Members to facilitate those reporting obligations. For avoidance of doubt, in no event shall Defendant's liability or obligation under this Settlement Agreement exceed the Settlement Fund.

4.4 Settlement Class Members making claims for any of the relief under Section 4.1 must complete and submit a written Claim Form to the Settlement Administrator, postmarked (or, if submitted electronically in accordance with the requirements for electronic submission of a Claim Form, the date of such submission) on or before the Claims Deadline. The Claim Form must

be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury.

4.5 Any funds that remain after the distribution of all payments for all Approved Claims from the Settlement Fund, including for settlement checks that are not cashed by the deadline to do so, will be distributed *pro rata* to Settlement Class Members who submitted Approved Claims and cashed their initial checks unless the Settlement Administrator determines any additional distribution would not be economically feasible considering the amount of funds remaining (including for instance, if the additional distribution would be *de minimis*), in which case any remaining funds shall be distributed to the Massachusetts IOLTA Committee as *cy pres* recipient.

4.6 Business Practice Enhancements. Defendant agrees that it has, and will continue to, undertake reasonable steps to further secure its systems and environments. Defendant will confirm the implementation of these measures and their continuance through a confidential confirmatory declaration addressed to Class Counsel. All costs and expenses incurred implementing these business practice commitments have been and/or shall continue to be paid by Defendant, separate and apart from the Settlement Fund.

4.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any

Person's or settling party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all their rights are specifically preserved.

5. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

5.1. Preliminary and Final Approval of the Settlement Agreement shall be sought in this Court.

5.2. As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel shall submit this Settlement Agreement to the Court, and Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court, after review by Defendant and Defendant's counsel, requesting entry of a Preliminary Approval Order in the form to be agreed upon by the Settling Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 4.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of the proposed Settlement Class Counsel as settlement class counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of a customary form of Short Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit C** to this Settlement Agreement;

- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and
- g) appointment of Atticus Administration, LLC as the Settlement Administrator.

The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

6. Notice Plan

6.1. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member List*: No later than ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, and last known physical address of each Settlement Class Member (where available) (collectively, "Class Member List") that Defendant possesses. Defendant shall not otherwise be responsible for identifying or locating Settlement Class Members to Plaintiffs or the Settlement Administrator.

- The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List.
- b) *Settlement Website:* Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Complaint; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.
- c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order, the Settlement Administrator will commence notice to the Settlement Class as follows:
- To all Settlement Class Members, via mail to the postal address provided to the Settlement Administrator by Defendant. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- In the event that a mailed Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
 - In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Objection Deadline, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- d) Publishing, no later than one (1) day before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator

also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and

- f) Contemporaneously with seeking Final Approval of the settlement, Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

6.2. The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

6.3. Settlement Class Counsel and Defendant's Counsel shall request that, after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

6.4. All costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall constitute Costs for Settlement Administration and be paid from the Settlement Fund.

7. Objection Procedures

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address; (ii) the case name and docket number—*In re Mystic Valley, Inc. Data Incident Litigation*, No. 2481CV02873 (Middlesex Co. (MA) Superior Court); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature (an attorney's signature is not

sufficient) the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be no later than sixty (60) days, the Settlement Administrator at a designated post office box, as well as to Settlement Class Counsel, Jessica Peake, Mazow McCullough, LLP, 10 Derby Square, Salem, MA 01970; Leigh Montgomery, EKSM, LLP, 4200 Montrose Blvd., Ste 200, Houston, TX 77006; A. Brooke Murphy, Murphy Law Firm, 4116 Will Rogers Pkwy, Suite 700, Oklahoma City, OK 73108; and Kevin Laukaitis, Laukaitis Law, LLC, 954 Avenida Ponce De Leon, Suite 205 #10518, San Juan, PR 00907; and Defendant's Counsel, Starr Drum and Xeris Gregory, Polsinelli P.C., 2000 SouthBridge Parkway, Suite 301, Birmingham, AL 35209. The objector or his or her counsel may also file objections with the Court, with service on Settlement Class Counsel and Defendant's Counsel. For all objections mailed to Settlement Class Counsel and Defendant's Counsel that are not otherwise filed with the Court, Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement Agreement.

7.2 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 7.1 shall waive and forfeit all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the 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.

8. Releases

8.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Persons from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Released Claims, the Litigation, the Settlement Agreement, or the Settlement claims process. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

8.2 Upon the Effective Date, the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Settlement Class Representatives, Settlement Class Counsel, and Participating Settlement Class Members from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement,

constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

9. Settlement Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiffs

9.1 Settlement Class Counsel shall submit a request to the Court for payment of a Fee Award expressed as a percentage of the value conferred by the Settlement Agreement on the Settlement Class not to exceed one-third (1/3) of the Settlement Fund, and for reimbursement of Costs incurred in prosecuting and settling the Litigation not to exceed thirty thousand dollars (\$30,000). Any request for a Fee Award and Costs must be filed with the Court at least fourteen (14) days before the Objection Deadline. For the avoidance of doubt, the Fee Award and Costs shall be paid from the Settlement Fund.

9.2 The Plaintiffs and Settlement Class Counsel shall submit a request to the Court for payment of Service Awards, not to exceed two thousand five hundred dollars (\$2,500) per individual, to the Settlement Class Representatives. Any request for Service Awards must be filed with the Court at least fourteen (14) days before the Objection Deadline. For the avoidance of doubt, Service Awards shall be paid from the Settlement Fund.

9.3 The Settling Parties did not discuss or agree upon payment of any Fee Award and Costs or Service Awards until after they agreed on all material terms of relief to the Settlement Class.

9.4 If approved by the Court, any Fee Award and Costs and Service Awards awarded by the Court shall be paid within ten (10) days after the Effective Date.

9.5 Any Fee Award and Costs and Service Awards awarded by the Court as set forth above shall be paid from the Settlement Fund to accounts established by Settlement Class Counsel. Such account(s) shall be disclosed to the Settlement Administrator after the Court has granted Final Approval.

9.6 The amount(s) of any Fee Award and Costs and Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs and/or Service Awards ordered by the Court to Settlement Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

10. Administration of Claims

10.1 The Settlement Administrator shall administer the settlement as described herein. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

10.2 Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for Credit Monitoring and Identity Theft Protection benefits with enrollment instructions for the credit monitoring and identity protection services.

10.3 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Member (*i.e.*, the

“Settlement Payment”) using the Settlement Class Member’s preferred method within thirty (30) days from the Effective Date.

10.4 Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

10.5 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

10.6 To the extent any unclaimed Settlement Payments remain in the Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payment to Settlement Class Members, the remaining Settlement Fund shall be equally distributed to the Massachusetts IOLTA Committee.

10.7 Settlement Class Counsel and Defendant’s Counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

10.8 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.9 No Person shall have any claim against the Settlement Administrator, claims referee, Defendant, Settlement Class Counsel, Plaintiffs, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members.

11. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- (a) the Court has entered the Order of Preliminary Approval, as required by Paragraph 5.2;
- (b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- (c) the Judgment has become Final, as defined in Paragraph 1.13.

11.2 If all conditions specified in Paragraph 11.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 11.3 unless Settlement Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 In the event that the Settlement Agreement or the releases set forth in Paragraph 8.1 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any settling party or Settling Parties' counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement Administration and shall 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.

12. Miscellaneous Provisions

12.1 **Medicare/Medicaid Reporting.** To enable reporting to the Centers for Medicare & Medicaid Services, any Settlement Class Member that is a Medicare beneficiary who sought services from a health care professional for emotional distress arising out of the Data Incident and will receive payment of over \$750 under this Settlement will be required to provide additional information, including their full name, gender, date of birth, and Social Security Number (last five digits at a minimum) or full Medicare Beneficiary Number to be eligible for payment.

12.2 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

12.3 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any settling party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with

competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.4 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) 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 Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.5 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.6 This Agreement contains the entire understanding between Defendant and Plaintiffs regarding the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Plaintiffs in connection with the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

12.7 Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement

Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

12.9 Whenever this Agreement requires or contemplates that one of the Settling Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Plaintiff or Plaintiffs' Counsel:	If to Defendant or Defendant's Counsel:
<p>Jessica S. Peake MAZOW MCCULLOUGH, P.C. 10 Derby Square Salem, MA 01970 Phone (978) 744-8000 Fax (978) 744-8012 jsp@helpinginjured.com</p> <p>A. Brooke Murphy Murphy Law Firm 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, OK 73108 abm@murphylegalfirm.com</p> <p>Leigh S. Montgomery Texas Bar No. 24052214 lmontgomery@eksm.com EKSM, LLP 4200 Montrose Blvd., Ste 200 Houston, Texas 77006 Phone: (888) 350-3931 Fax: (888) 276-3455</p> <p>Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518</p>	<p>Starr T. Drum, admitted <i>pro hac vice</i> Xeris E. Gregory, admitted <i>pro hac vice</i> POLSINELLI P.C. 2000 SouthBridge Parkway, Suite 300 Birmingham, Alabama 35209 Tel.: (205) 963-7136 sdrum@polsinelli.com xgregory@polsinelli.com</p>

San Juan, PR 00907 T: (215) 789-4462 klaukaitis@laukaitislaw.com	
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12.10 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

12.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

12.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

12.14 All dollar amounts are in United States dollars (USD).

12.15 Submitting a valid Claim Form (providing the Settlement Administrator with the preferred disbursement method and correct information) to claim a Settlement Benefit from this settlement is a condition precedent to any Settlement Class Member’s right to receive Settlement Benefits. If any Settlement Class Member does not submit a valid Claim Form, they will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any void checks.

12.16 All agreements made and orders entered into during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Settling Parties have caused the Settlement Agreement to be executed by their duly authorized attorneys.

/s/ Jessica S. Peake

Jessica S. Peake
MAZOW MCCULLOUGH, P.C.
10 Derby Square
Salem, MA 01970
Phone (978) 744-8000
Fax (978) 744-8012
jsp@helpinginjured.com

/s/

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Attorneys for Defendant

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT
MIDDLESEX COUNTY

In re Mystic Valley Elder Services, Inc.
Case No. 2481CV02873

Your claim
must be
postmarked by:
XXXXXXX

Mystic Valley
Elder Services,
Inc.

Claim Form

This claim form should be filled out online or submitted by mail if you previously received notice from Mystic Valley Elder Services, Inc. (“Mystic Valley” or “Defendant”) that your personal information may have been affected by a data incident that occurred on or around April 5, 2024 (the “Data Incident”), and you would like to receive a benefit from the Settlement.

You may be eligible to receive any or all of the following benefits: (i) a *pro rata* cash payment, estimated at \$75 (a “Cash Payment”); (ii) reimbursement for documented unreimbursed losses (maximum payment of \$5,000); and (iii) two (2) years of credit monitoring and identity theft protection. To receive a payment or credit monitoring and identity theft protection, you must complete and submit this “Claim Form.”

Instructions: Please complete this Claim Form in its entirety and attach any required documentation. Submit your Claim Form online at www.Website.com or by mailing it to the Settlement Administrator at the address below. Claim forms must be submitted online or postmarked by [Month XX, XXXX].

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address

II. CASH PAYMENT

You may elect to claim a Cash Payment estimated at \$75.00.

Your claim
must be
postmarked by:
XXXXXXX

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT
MIDDLESEX COUNTY

In re Mystic Valley Elder Services, Inc.
Case No. 2481CV02873

Mystic Valley
Elder Services,
Inc.

Claim Form

☐ I would like to receive a Cash Payment of \$75.00.

III. CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES

You may elect to claim two (2) years of complimentary credit monitoring and identity theft protection services. If you wish to receive credit monitoring and identity theft protection services, check the box below.

☐ I would like to receive two (2) years of credit monitoring and identity theft protection services.

IV. PRO RATA PAYMENT

Complete this section of the Claim Form if you are a Settlement Class Member and are seeking the *Pro Rata* Cash Payment Benefit.

☐ I attest and affirm to the best of my knowledge and belief that I am a Settlement Class Member and would like to claim the *pro rata* Cash Payment.

V. COMPENSATION FOR OUT-OF-POCKET LOSSES

Settlement Class Members who suffered unreimbursed losses or expenses that can be shown to be fairly traceable to the Data Incident, and who timely submit a valid claim supported by sufficient documentation, will be eligible for a payment of up to five thousand dollars (\$5,000), but not more than the documented loss proven. Out-of-Pocket Losses include (i) documented out-of-pocket expenses such as: (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; (ii) documented fees for credit reports, credit monitoring, or other identity theft insurance products; and (iii) losses caused by fraud, identity theft or similar victimization.

☐ I incurred Out-of-Pocket Losses as a result of the Data Incident.

☐ I have not been reimbursed for these monetary losses.

Documented Out-of-Pocket Loss Description	Date	Dollar Amount	Support Documentation Description

**Your claim
must be
postmarked by:
XXXXXXX**

**COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT
MIDDLESEX COUNTY**

In re Mystic Valley Elder Services, Inc.
Case No. 2481CV02873

**Mystic Valley
Elder Services,
Inc.**

Claim Form

Supporting documentation must be provided. Enclose or upload reasonable documentary proof of the Out-of-Pocket Losses you believe are attributable to the Data Incident. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

VI. PAYMENT OPTIONS

Please select from one of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your account: ____-____-____

Zelle - Enter the mobile number or email address associated with your account:

Mobile Number: ____-____-____ or Email Address: _____

Physical Check - Payment will be mailed to the address you provided above.

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information supplied in/with this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

Your signature

Date: _____
MM DD YYYY

Your name

**COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT
MIDDLESEX COUNTY**

In re Mystic Valley Elder Services, Inc.
Case No. 2481CV02873

**Your claim
must be
postmarked by:
XXXXXXX**

**Mystic Valley
Elder Services,
Inc.**

Claim Form

Once you've completed all applicable sections, please submit this Claim Form with your supporting documentation on www.Website.com by [date] or print and mail this Claim Form and the required supporting documentation to the address provided below, postmarked by [Month XX, XXXX].

[Insert Settlement Administrator Address]

EXHIBIT B

Notice of Proposed Class Action Settlement

If Mystic Valley Elder Services, Inc. notified you of a Data Incident that occurred on or around April 5, 2024, you may be eligible for compensation benefits from a class action settlement.

**The Middlesex County Superior Court (MA)
has preliminarily approved a class action settlement that may affect your legal rights.**

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

- A class action settlement has been reached in the case of *In re Mystic Valley Elder Services, Inc.*, Case No. 2481CV02873, pending in the Superior Court for Middlesex County, Commonwealth of Massachusetts.
- The Litigation arises out of a cybersecurity incident involving Mystic Valley Elder Services, Inc.'s ("Mystic Valley" or "Defendant") network on or around April 5, 2024 (the "Data Incident"). On October 22, 2024, Mystic Valley sent Plaintiffs and other Class Members written notice of the Data Incident. Mystic Valley denies wrongdoing and liability in connection with the allegations in the Litigation.
- On **[DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily approved this settlement (the "Settlement") and, by agreement of the parties to the Litigation (the "Parties"), certified this Litigation to proceed as a class action for settlement purposes only. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at www.Website.com. This Notice contains only a summary of the Settlement Agreement.
- If Mystic Valley sent you notice on or around October 22, 2024, informing you that your personal identifiable information was involved in the Data Incident, you are a member of the Settlement Class. Excluded from the Settlement Class are: (i) Defendant and its respective officers and directors, and (ii) the Judge assigned to evaluate the fairness of this settlement. A full copy of the Complaint may be reviewed at the Settlement Website at www.Website.com.
- If you are a Settlement Class Member, then you may be entitled to compensation and other benefits under the terms of the Settlement. If you are a Settlement Class Member and you wish to file a claim or object to the Settlement, you must follow the procedures contained in the Settlement Agreement and outlined in this Notice.
- This Notice is to advise you of the status of the Litigation, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a Litigation against you.
- Your legal rights related to this Litigation are affected whether you act or don't act. **Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LITIGATION		
ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court's judgment of dismissal and will release claims against Mystic Valley/Released Entities relating to the Data Incident and the Litigation.	No deadline
SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a Claim Form to receive Settlement benefits. You must submit a Valid Claim to the Settlement Administrator to receive any benefits from this Settlement. For more information about submitting a Claim Form, see question 7. You will be bound by the Court's judgment of dismissal and will release claims against Mystic Valley and Released Entities relating to the Data Incident.	[date]
OBJECT	If you wish to object to the Settlement, you must timely submit written notice of your objection to the Clerk of the Court, and send a copy of your objection to the attorneys for the Parties. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If you file an objection and wish it to be considered, <u>you must also appear</u> at the Final Fairness Hearing, in-person or through counsel, to show cause as to why the proposed Settlement should not be approved as fair, reasonable, and adequate.	[date]

BASIC INFORMATION

1. Why did I receive Notice of this Settlement?

You received Notice of this Settlement because records show that you received a notice from Mystic Valley in or around October 2024 that your personal identifiable information was involved in the Data Incident. If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement benefits if you submit a Valid Claim to the Settlement Administrator before the deadline, and if the Court grants final approval of the Settlement. You also have other options as described in this Notice.

2. What is a class action and who is involved?

In a class action Litigation, one or more people called "Plaintiffs" or "Class Representatives" (in this case, William Matiassek, Diane Remick, Donna Pruitt, Karen Picardi, and Diana Cerrone) sued on behalf of other people who have similar claims. The people together are a "Class." The entity they sued (in this case, Mystic Valley) is called the "Defendant." One court resolves the issues for every member of the "Class."

3. Why is this Litigation a class action?

The Parties have agreed, and the Court has preliminarily decided that this Litigation can proceed as a class action (for settlement purposes only) because it meets the requirements of applicable court rules. Specifically, the Court found that, for settlement purposes only, there are a sufficient number of people who may have been affected by the

Data Incident at issue in this case, there are legal questions common to each of them, any claims or defenses of the representative parties are typical to those of the class, the Class Representatives will fairly and adequately represent the Settlement Class's interests, and this class action will be more efficient than having many individual Litigations.

4. What is this Litigation about?

Plaintiffs filed a class action lawsuit against Mystic Valley, individually, and on behalf of anyone whose personal information was potentially compromised as a result of the Breach. The lawsuit arises out of alleged unauthorized access of certain files of Mystic Valley that contained personal information (the "Litigation"). The Litigation is only against Mystic Valley and not the third parties who accessed the information.

Mystic Valley denies wrongdoing and liability in connection with the Litigation. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Mystic Valley and the Released Entities. The Settlement is not in any way an admission of wrongdoing or liability by Mystic Valley and does not imply that there has been, or would be, any finding that Mystic Valley violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this Litigation must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this Notice and the opportunity to submit a claim or object to the Settlement. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be terminated, and the Litigation will proceed as if there had been no settlement and no certification of the Settlement Class.

5. How do I know if I am part of the Settlement?

You are included in the Settlement if your personal information was involved in the Data Incident. If you are not sure whether you are included or have any other questions about the Settlement, visit www.Website.com, call toll free [number], or write to Mystic Valley Data Incident Settlement; c/o [insert]

6. What does the Settlement Provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Cash Payment

- 1) **Cash Payment:** Settlement Class Members are eligible to receive a *pro rata* cash payment estimated at \$75 per person. This benefit does not require you to submit accompanying documentation other than your own information on the Claim Form.

Expense Reimbursement

- 2) **Out-of-Pocket Losses:** Settlement Class Members are eligible for reimbursement for documented, unreimbursed out-of-pocket expenses that must be fairly traceable to the Data Incident, not to exceed an aggregate total of \$5,000 per Settlement Class Member, including but not limited to: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged by the amount of data used); (v) postage; (vi) gasoline for local travel; (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident (April 5, 2024) and the date of the close of the Claims Deadline; and (viii) losses resulting from fraud, identity theft, or similar victimization.

Credit Monitoring and Identity Theft Protection

- 3) **Credit Monitoring Services and Identity Theft Protection:** You have the opportunity to receive two (2) years of Credit Monitoring and Identity Theft Protection services at no cost to you upon submission of a timely, Valid Claim.

The amount of any monetary payment may be increased or decreased on a *pro rata* basis depending on the total amount of Approved Claims. More details can be found in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the Settlement Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay each eligible Settlement Class Member who timely returns a completed Valid Claim Form and who otherwise qualifies for payment pursuant to the terms of the Settlement Agreement.

Fees, Costs, and Expenses Associated with the Settlement: As outlined in the Settlement Agreement, Plaintiffs and their attorneys agree to seek attorneys' fees in an amount not more than one-third of the Settlement Fund (*i.e.*, \$173,333.33) and litigation expense reimbursement in an amount not more than \$25,000, provided for in the Settlement Agreement, plus reasonable costs and expenses. Plaintiffs are also requesting service awards of \$2,500 to the Class Representatives. Mystic Valley agrees not to contest requests at or under these amount.

7. How do I receive a benefit?

If you are an eligible Settlement Class Member and if you wish to receive compensation from the Settlement, then you must make a Valid Claim by [date], consistent with the Settlement Agreement.

Claims can be filed online at www.Website.com by [date] or by mailing your Claim Form to the Settlement Administrator at **Mystic Valley Data Incident Settlement**, c/o [insert]. You may also contact the Settlement Administrator toll-free at [1-XXX-XXX-XXXX], or via email at [insert], with any questions. Claims for distribution submitted after [date] will not be paid.

8. How will I receive payments?

The Settlement Administrator will issue a check to each Class Member entitled to compensation under the Settlement Agreement either within thirty (30) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later. If there is an appeal of the Settlement, payment may be delayed. Cashing the Settlement check is a condition precedent to any Settlement Class Member's right to receive monetary Settlement benefits. All Settlement checks shall be void one hundred and eighty (180) days after issuance.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue Mystic Valley and the Released Entities for claims in this case, and you release the claims against Mystic Valley and Released Entities, as outlined in the Settlement Agreement.

10. How do I object to the Settlement?

You have the right to object to the Settlement if you wish. To object, you must file a written statement with the Clerk of the Court, containing the case name and docket number *In re Mystic Valley Elder Services, Inc.*, Case No. 2481CV02873, no later than [date], and simultaneously send copies to Settlement Class Counsel and Defendant's

Counsel at the addresses below. You must mail a copy of your objection to the following three places postmarked no later than **[date]**:

COURT	SETTLEMENT CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of Court Middlesex County Superior Court 200 Trade Center Woburn, MA 01801	Jessica Peake MAZOW MCCULLOUGH 10 Derby Square Salem, MA 01970 A. Brooke Murphy MURPHY LAW FIRM 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, OK 73108 Leigh S. Montgomery EKSM, LLP 1105 Milford Street Houston, TX 77006 Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 0090	Starr T. Drum Xeris E. Gregory POLSINELLI P.C. 2000 SouthBridge Parkway Suite 300 Birmingham, AL 35209

Your objection must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) the case name and docket number; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable and any supporting documents; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature (an attorney's signature is not sufficient); and (vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You will not be excluded from the Settlement by filing an objection.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before **[INSERT]**. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Settlement Class Counsel and Defendant's Counsel.

Any Settlement Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner described above will be deemed to have waived objections to the claim and will be foreclosed from raising any objections.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

For purposes of this Settlement, the Class Representatives and the Settlement Class are represented by Settlement Class Counsel. Settlement Class Counsel is comprised of Jessica Peake of Mazow McCullough, Leigh Montgomery of EKSM, Kevin Laukaitis of Laukaitis Law, and A. Brooke Murphy of Murphy Law Firm.

You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. Is there a release or waiver of claims?

Yes. You will agree to the “Release” of claims as described in Section 8 of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other Litigation against Mystic Valley or other Released Entities for any of the Released Claims. It also means that the Court’s orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the claims you will give up if you remain in the Settlement by requesting a copy from the Settlement Administrator or viewing it online at www.Website.com.

THE COURT’S FINAL FAIRNESS HEARING

13. When and where will the Court decide whether to approve the settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Fairness Hearing on [\[DATE\]](#) at [\[TIME\]](#), in [\[Courtroom #\]](#) of the Middlesex County Superior Court, 200 Trade Center, Woburn, MA 01801. The Final Fairness Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide the amount of attorneys’ fees, costs, and expenses to pay Settlement Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, Mystic Valley, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiffs and Mystic Valley will continue to litigate the case. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

14. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you may come to Court to talk about it. You may also pay your own lawyer to attend, if you so choose.

GETTING MORE INFORMATION

15. Are more details available?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.Website.com, request a copy via email to [\[insert\]](#), or call the Settlement Administrator toll-free at [\[1-XXX-XXX-XXXX\]](#).

Please do not contact the Court Clerk, the Judge, Defendant’s Counsel, or Mystic Valley; they are not in a position to give you any advice about the Settlement.

EXHIBIT C

**LEGAL NOTICE
ONLY TO BE READ BY
THE INTENDED
RECIPIENT**

*A court has authorized
this Notice.*

*This is not a solicitation
from a lawyer.*

**SCAN THE QR CODE
BELOW FOR MORE
INFORMATION:**



Mystic Valley Data Incident Settlement
c/o [Insert]
[Insert]

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»

If Mystic Valley Notified You of a Data Incident, You May Be Eligible for a **CASH PAYMENT** and Other Benefits from a Class Action Settlement. **PLEASE VISIT www.website.com FOR MORE INFORMATION.**

Why am I receiving this Notice? A class action settlement in the case *In re Mystic Valley Elder Services, Inc.*, Case No. 2481CV02873, pending in the Superior Court for Middlesex County, Commonwealth of Massachusetts, has been reached between the Plaintiffs and the Defendant Mystic Valley Elder Services, Inc. ("Mystic Valley"). The case concerns a data incident discovered by Mystic Valley on or around April 5, 2024 (the "Data Incident"). Mystic Valley's records show they sent a notice to you about the Data Incident on or about October 22, 2024, which informed you that your Private Information may have been compromised by the Data Incident.

Who's Included in the Settlement Class? All living persons whose Personal Information was compromised as a result of the Data Security Incident, including those who were sent an Incident notification letter.

What are the Settlement benefits? The Settlement provides for payments to people who submit valid claims for a *pro rata* Cash Payment estimated at \$75 per person; reimbursement of documented out-of-pocket losses as a result of the Data Incident up to a maximum of \$5,000 per person; and 2 years of credit monitoring and identity theft protection services.

Please visit website.com for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **[insert]**.

What are my options? To receive payment, you must submit a Claim Form by **[Date].** The Claim Form can be found on the website www.website.com. If you want to **object** to the Settlement, you must file an objection by **[insert]**. The Long Form Notice available on the Settlement Website explains how to submit a Claim Form or objection.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing on **[insert]**, to consider whether to approve the Settlement and a request for Service Awards and Class Counsel's attorneys' fees and expenses. You may appear at the hearing, either yourself or through an attorney hired by you, but you are not required to do so.

For more information, please visit www.website.com or scan the QR Code on this card. You may also call toll-free **[insert].**



Mystic Valley Data Incident Settlement

c/o [insert]

[insert]

Postcard

Prepaid

CLAIM FORM

Claims must be postmarked or filed online at www.website.com no later than [insert].

(Note: Claims for reimbursement of out-of-pocket losses require supporting documentation and must be submitted online at www.website.com or mailed to [insert] with a separate Claim Form.)

NAME: <<first and last name>>

ADDRESS: <<address, city, state, zip>>

Settlement Benefits

- Credit Monitoring and Identity Theft Protection:** I want to receive two (2) years of Credit Monitoring Services and Identity Theft Protection. ☐ YES ☐ NO
- Cash Payment:** I would like to claim a *pro rata* Cash Payment estimated at \$75. ☐ YES ☐ NO

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my recollection. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

_____ (signature)

EXHIBIT D

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

**SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA. NO. 2481CV02873**

WILLIAM MATIASEK, DIANE REMICK,
DONNA PRUITT, KAREN PICARDI, AND
DIANA CERRONE, on behalf of themselves
and all others similarly situated,

Plaintiff,

v.

MYSTIC VALLEY ELDER SERVICES,
INC.,

Defendant.

**[PROPOSED] ORDER PRELIMINARILY APPROVING THE PROPOSED CLASS
ACTION SETTLEMENT, SCHEDULING HEARING FOR FINAL APPROVAL
THEREOF AND APPROVING THE PROPOSED FORM AND PLAN OF CLASS
NOTICE**

Plaintiffs William Matiassek, Diane Remick, Donna Pruitt, Karen Picardi, and Diana Cerrone ("Plaintiffs") on behalf of the Settlement Class, having applied for an order preliminarily approving the proposed settlement ("Settlement") of this action against Mystic Valley Elder Services, Inc. ("MVES" or "Defendant") following the execution of the Class Action Settlement Agreement and Release (the "Settlement Agreement") between Plaintiffs and MVES; the Court having read and considered the memorandum of law in support of this Motion, the Settlement

Agreement, accompanying documents, and the record herein; and Plaintiffs and MVES (collectively “Parties”) having consented to the entry of this Order

NOW, THEREFORE, on this ____ day of _____, 2025, upon application of the Parties,

IT IS HEREBY ORDERED that:

1. Unless ordered otherwise, the Court adopts and incorporates the definitions found in the Settlement Agreement.

2. The Court has determined that it holds subject matter jurisdiction to approve preliminarily the Settlement Agreement, which includes the accompanying exhibits and the settlement, and additionally asserts personal jurisdiction over the Plaintiffs, MVES, and all Settlement Class Members.

3. The Court affirms that the relevant requirements outlined in Rules 23(a) and (b) of the Massachusetts Rules of Civil Procedure have been met, indicating probable approval of the settlement and certification of the Settlement Class for judgment purposes.

4. Solely for purposes of this Settlement, the Court conditionally certifies the following Settlement Class in accordance with Massachusetts Rules of Civil Procedure 23(a) and (b):

All living persons whose Personal Information was compromised as a result of the Data Incident, including those who were sent an Incident notification letter.

Excluded from the Settlement Class are: (i) Defendant and its respective officers and directors, and (ii) the Judge assigned to evaluate the fairness of this settlement.

5. Subject to final approval of the settlement and only for settlement purposes, the Court finds and concludes that the prerequisites to a class action, outlined in Massachusetts Rules of Civil Procedure 23(a) and (b), are satisfied in that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of Plaintiffs are typical of those of Settlement Class Members;
- d. Plaintiffs and Class Counsel fairly and adequately protect the interests of the Settlement Class;
- e. Common issues predominate over any individual issues affecting Settlement Class Members; and
- f. Settlement of the Action on a class action basis is superior to other available means of resolving this matter.

6. The terms of the Settlement Agreement are hereby preliminarily approved. The Court has determined that the settlement was entered into at arm's length by experienced counsel and falls within the range of reasonableness, fairness, and adequacy, and that notice of the settlement should be given as provided in this Order because the Court will likely be able to approve the settlement under Rule 23(b) of the Massachusetts Rules of Civil Procedure.

7. The Court appoints William Matiassek, Diane Remick, Donna Pruitt, Karen Picardi, and Diana Cerrone to serve as class representatives for settlement purposes only on behalf of the Settlement Class. This Court finds that they will fairly and adequately protect the interests of the absent Class Members.

8. The Court appoints Jessica Peake of Mazow McCullough, A. Brooke Murphy of Murphy Law Firm, Leigh S. Montgomery of EKSM, and Kevin Laukaitis of Laukaitis Law as Class Counsel, having determined that the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure are fully satisfied by this appointment.

9. The Court appoints Atticus Administration, LLC as Claims Administrator for purposes of this Settlement.

10. A hearing will be held on a date of the Court's convenience on or after _____ (approximately 120 days after entry of this Order) to consider the fairness, reasonableness, and adequacy of the Settlement (the "Final Approval Hearing"). The foregoing date, time, and place of the Final Approval Hearing shall be outlined in the Class Notice, which is ordered herein but shall be subject to adjournment or change by the Court without further notice to Settlement Class Members, other than that which may be posted at the Court or on the settlement website.

11. The Court reserves the right to approve the settlement at or after the Final Approval Hearing with such non-substantive modifications as may be consented to by the Parties and without further notice to the Settlement Class.

12. All proceedings in this Litigation as to MVES, other than such proceedings as may be necessary to implement the Settlement or to effectuate the terms of the Settlement Agreement, are hereby stayed and suspended until further order of this Court.

13. All Settlement Class Members and their legally authorized representatives are hereby preliminarily enjoined (i) from filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceedings in any jurisdiction based on the "Released Claims," (used herein as that term is defined in the Settlement Agreement); (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the

Released Claims; and (iii) from attempting to effect a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on the Released Claims.

14. No later than thirty (30) days after entry of this Order (“Notice Commencement Date”), the Claims Administrator will commence sending copies of the Short Notice, in the form (without material variation) of Exhibit C, by U.S. mail and/or email (where email addresses are available) to Settlement Class Members as described in the proposed notice plan outlined in the Declaration of Atticus Administration, LLC. The Short Form Notice will provide links to the settlement website where Settlement Class Members can access, among other relevant information, the Claim Form and Long Notice, in the form (without material variation) of Exhibits A and B, respectively.

15. Beginning no later than the Notice Commencement Date, the Claims Administrator shall create and maintain a settlement website, through the end of the Claims Period. The settlement website shall include copies of the Settlement Agreement, this Order, the Long Notice and Short Notice, the Claim Form, the motion for preliminary approval, and all supporting papers; identify important deadlines; and provide answers to frequently asked questions. The settlement website may be amended as appropriate during the administration. The settlement website shall be searchable on the Internet.

16. The Claims Administrator shall maintain IVR toll-free telephone support number for Settlement Class Members to call and receive information about the Settlement. The Settlement Administrator shall also maintain an email address and P.O. Box to receive and respond to correspondence from Settlement Class Members.

17. The Court approves the Notice Plan and the forms of Class Notice as described in the proposed Claim Form, Long Form Notice, and Short Form Notice as Exhibits A, B, and C, respectively. The notice plan and forms of Class Notice (i) are the best notice practicable under the circumstances; (ii) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency and status of this Litigation and of their right to object to the proposed settlement; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice of the Final Approval Hearing; and (iv) fully satisfy all applicable requirements of Rule 23 of the Massachusetts Rules of Civil Procedure, due process, and any other applicable rules or laws. Non-substantive modifications to the forms of Class Notice may be made without further order of the Court.

18. Settlement Class Members may submit an objection to the proposed Settlement. For an objection to be valid, it must be postmarked by or received by the Settlement Administrator no later than 60 days after the Notice Date and include each and all of the following: (i) the objector's full name, address, telephone number, and e-mail address; (ii) the case name and docket number—*In re Mystic Valley, Inc. Data Incident Litigation*, No. 2481CV02873 (Middlesex Co. (MA) Superior Court); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature (an attorney's signature is not sufficient); and, (vii) a list of the all cases (including the case name, court, and docket number) in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

19. Any objection to the Settlement submitted by a Settlement Class Member that complies with paragraph 18 of this Order must be signed by the Settlement Class Member (and if applicable, his, her, or its legally authorized representative), even if the Settlement Class Member is represented by counsel. The right to object to the proposed settlement or to intervene must be exercised individually by the Settlement Class Member and not as a member of a group, class, or subclass, except that such objections and motions to intervene may be submitted by the Settlement Class Member's legally authorized representative.

20. Any Settlement Class Member who fails to comply with the requirements for objecting in writing described in paragraphs 18-19 of this Order: (a) shall be deemed to have waived and forfeited all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement Agreement; (b) shall be forever barred from raising such objection in this or any other action or proceeding related to or arising out of the Settlement; (c) and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. Any challenge to the Settlement Agreement, the Final Judgment, and Order approving this Settlement Agreement to be entered upon final approval shall be under appeal following the Federal Rules of Appellate Procedure and not through a collateral attack.

21. All Claim Forms shall be submitted by Settlement Class Members to the Claims Administrator as directed in the Class Notice no later than ninety (90) days after the Notice Commencement Date (the "Claims Deadline").

22. To effectuate the Settlement and the notice plan, the Claims Administrator shall be responsible for: (a) providing notification of the proposed settlement to the same population as Defendant's pre-Litigation cybersecurity incident notification in a manner mutually agreeable to the Parties, which may include direct notification through mail and/or e-mail (where available);

(b) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Litigation and access to relevant publicly available court documents relating to this Litigation, the Settlement, and the Settlement Agreement, including the Short Form Notice and Long Form Notice of the settlement, and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (c) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (d) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; and (e) providing any other administrative needs outlined by relevant provisions of the Settlement Agreement.

23. All costs incurred by the Claims Administrator in effectuating the notice plan and administering the settlement shall be covered by MVES, as stated in the Settlement Agreement. Class Counsel shall not, and shall have no authority to, direct the Claim Administrator to take any actions other than as specified in the Settlement Agreement or as ordered by the Court without prior consultation with and approval from MVES.

24. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by MVES of the truth of any of the allegations in the Litigation, or of any wrongdoing or liability of any kind. All rights of Plaintiffs and MVES are reserved and retained if the Settlement does not become final following the terms of the Settlement Agreement.

25. Class Counsel shall file their motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Awards no later than fourteen (14) days before the Objection Deadline (defined below).

26. Class Counsel shall file their motion for final approval of the settlement no later than fourteen (14) days before the Final Approval Hearing.

27. If the settlement is terminated per its provisions, the Settlement Agreement and all proceedings had in connection therewith, including but not limited to all negotiations, documents, and discussions associated with it, shall be null and void and be of no force and effect, except as expressly provided to the contrary in the Settlement Agreement, and shall be without prejudice to the status quo ante rights of the Parties.

28. If the settlement is terminated or it is not approved, the Court will modify any existing scheduling order to ensure that the Parties will have sufficient time to prepare to resume the litigation.

29. The Court's preliminary certification of the Settlement Class, the appointment of Plaintiffs as class representatives, and findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in the Litigation, or appoint class representatives, and no person may cite or refer to the Court's preliminary approval of the Settlement Class as binding or persuasive authority concerning any motion to certify such class or appoint class representatives.

30. Unless otherwise specified, the word "days," as used herein, means calendar days. If any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

31. The schedule of events referenced above should occur as follows:

Event	Date
Notice Commencement Date	No later than thirty (30) days after entry of this Preliminary Approval Order (the "Notice Commencement Date")
Filing and Service Deadline for Objections	No later than sixty (60) days after the Notice Commencement Date ("Objection Deadline")
Motion for Class Counsel Payment and Service Awards to be filed by Class Counsel	No later than fourteen (14) days before the Objection Deadline

Claims Deadline	No later than sixty (90) days after the Notice Commencement Date
Deadline to file Motion for Final Approval of the Settlement	No later than fourteen (14) days before the Final Approval Hearing
Final Approval Hearing	At least one hundred (120) days after entry of the Preliminary Approval Order

IT IS SO ORDERED.

Dated: _____

/s/ _____
Hon. Camille Sarrouf

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$520K Mystic Valley Elder Services Settlement Resolves Class Action Suit Over April 2024 Data Breach](#)
