

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss

**SUPERIOR COURT
DOCKET NO. 2579CV00419**

CHEFON CAMPBELL and CHYANNE GRANT, individually and on behalf of all others similarly situated, Plaintiffs, MENTAL HEALTH ASSOCIATION, INC., Defendant.	
SETTLEMENT AGREEMENT AND RELEASE	

This Settlement Agreement is made and entered into by and among Plaintiffs Chefon Campbell and Chyanne Grant, individually and on behalf of all others similarly situated (collectively, “Plaintiffs”) and Mental Health Association, Inc. (“MHA” or “Defendant”). The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims and this Litigation, upon and subject to the terms and conditions set forth below.

INTRODUCTION

This Settlement resolves a putative nationwide class action brought by Plaintiffs on behalf of themselves and a purported class of similarly situated individuals.

PROCEDURAL BACKGROUND

The case arises from the alleged accessibility of sensitive personal information as a result of a cybersecurity incident involving Defendant (the “Data Incident”) in which an unauthorized

party was able to access certain files that included Plaintiffs and Class Members' Private Information stored in Defendant's system. Plaintiffs and putative Class Members are patients and former patients of Defendant who provided Defendant with their Private Information in connection with receiving medical services and treatment from Defendant.

In response to the Data Incident, Defendant sent a notice letter beginning in or around May 30, 2025 to each of the potentially impacted individuals providing a description of the types of PII/PHI allegedly involved, which may have included Name; Address, Social Security Number, Medical Diagnosis/Condition, Medication, Medical Record Number, other Medical Information, Date of Birth, and/or Driver's License Number. Because of the alleged Data Incident, Plaintiffs allege that they and approximately 12,633 Class Members suffered harm in the form of invasion of privacy, the loss of the benefit of the bargain, out-of-pocket expenses, the value of their time reasonably incurred to remedy or mitigate the effects of the attack, and the risk of future harm caused by the accessibility of their Private Information.

On June 10, 2025, Plaintiff Campbell filed a class action lawsuit in the Hampden County Superior Court captioned *Campbell v. Mental Health Association, Inc.*, Case No. 2579CV00419. Plaintiff Campbell alleged both individually and on behalf of a putative class of people similarly situated, that, as a result of the Data Incident, Plaintiff Campbell and Class Members suffered injuries and would likely suffer additional harm in the future. Plaintiff Campbell's claims for alleged damages and remedies included the following categories of alleged potential harms: (i) lost or diminished value of their Private Information; (ii) out-of-pocket expenses associated with the prevention, detection, and recovery from identity theft, tax fraud, and/or unauthorized use of their Private Information; (iii) time and opportunity costs associated with attempting to mitigate the actual consequences of the Data Incident, including but not limited to lost time, and (iv) the

continued and substantially increased risk to their Private Information which: (a) remains unencrypted and available for unauthorized third parties to access and abuse; and (b) may remain backed up in Defendant's possession and is subject to further unauthorized disclosures so long as Defendant fails to undertake appropriate and adequate measures to protect the Private Information.

On November 17, 2025, Defendant served a motion to dismiss the Complaint. Plaintiffs subsequently filed an amended complaint on January 6, 2026, adding Plaintiff Grant as an additional party. The legal claims asserted in the Amended Complaint include negligence, negligence *per se*, breach of fiduciary duty, and breach of implied contract.

Defendant denies these allegations and the claims asserted in their entirety.

SETTLEMENT DISCUSSIONS

Recognizing the risk and expenses of prolonged litigation, the Parties agreed to pursue informal discovery and to engage in settlement discussions. After Defendant's production of informal discovery regarding the scope and nature of the Data Incident, the Parties engaged in protracted arm's length negotiations that were ultimately successful, and that resulted in a term sheet being exchanged on or about December 22, 2025. While the term sheet laid out the terms of the Class benefits to be offered under the Settlement, the Parties had not engaged in negotiation of any attorneys' fees until after the material terms of Class relief were agreed upon. Subsequent negotiations resulted in an agreement on attorneys' fees, expenses, and service awards. The agreed resolution and settlement are memorialized in this Settlement Agreement.

Pursuant to the terms identified 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 relating to the Data Incident and this Litigation, by and on behalf of Plaintiffs and Class Members.

PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Plaintiffs and Class Counsel believe the claims asserted in the Litigation, as set forth in their Amended Complaint against Defendant, have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through motion practice, discovery, class certification, trial, and potential appeals. Plaintiffs and Class Counsel have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and, in particular, data incident and privacy litigation, and have previously served as lead counsel in other data incident class actions through final approval. Plaintiffs and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Members.

DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged in the Complaint. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged. Defendant contends that it has maintained and continues to maintain reasonable information security practices. Nonetheless, Defendant has concluded that further conduct of litigation would be time-consuming and expensive, and that it is desirable that this matter be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant has considered the uncertainty and risks inherent in any litigation and in this matter. 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.

TERMS OF SETTLEMENT

In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Class Members, Class Counsel, as set forth in the signature block below, and Defendant that, subject to the approval of the Court, 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 Class Members, without costs as to Released Persons, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement and subject to the approval of the Court, 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 “Administration Fees” shall mean the fees, costs and other expenses incurred for Settlement Administration.

1.2 “Agreement” or “Settlement Agreement” means this agreement.

1.3 “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.4 “Claim Form” means the form that will be used by Class Members to submit a Claim to the Settlement Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for Claims, which shall be ninety (90) days after the Notice Commencement Deadline. The Claims

Deadline shall clearly be set forth in the order granting Preliminary Approval of the Settlement, as well as in the Notice and on the Claim Form.

1.6 “Class” or “Settlement Class” means “all persons whose Private Information was accessible because of the Data Incident which occurred on or around November 28, 2024.” All persons in the Settlement Class shall be deemed “Settlement Class Members.” The Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (ii) Defendant’s officers and directors, and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity that caused the Data Incident or who pleads nolo contendere to any such charge. It is estimated that the Class contains 12,633 members.

1.7 “Class Counsel” or “Settling Class Counsel” means Casondra R. Turner of Milberg, PLLC and Leanna A. Loginov of Shamis & Gentile, P.A.

1.8 “Class Member” or “Settlement Class Member” means any Person who falls within the definition of the Class.

1.9 “Court” means the Hampden County Superior Court.

1.10 “Data Incident” means the cyberattack against Defendant allegedly involving the Plaintiffs’ and Class Members’ Private Information, which occurred on or around November 28, 2024 and that is the subject of the Litigation.

1.11 “Dispute Resolution” means the process for resolving disputed Claims as set forth in this Agreement.

1.12 “Effective Date” shall be conditioned on the occurrence of all the following events:

- a) the Court has entered an Order of Preliminary Approval;

- b) Defendant has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 8.1;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final.

and means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment or one (1) business day following entry of an order granting final approval of the settlement if no parties have standing to appeal; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys' fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

1.13 "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award 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 Order” is the order through which the Court grants final approval of class action settlement and finds that this settlement is fair, reasonable, and adequate.

1.15 “Final Fairness Hearing” means the hearing at which the Court will consider final approval of the Settlement.

1.16 “Judgment” means a judgment rendered by the Court.

1.17 “Litigation” means this case, *Campbell et al. v. Mental Health Association, Inc.*, Case No. 2579CV00419, pending in the Hampden County, Massachusetts Superior Court.

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

1.19 “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits B and C** and is consistent with the requirements of Due Process.

1.20 The “Notice Commencement Deadline” means thirty (30) days after the entry of the Preliminary Approval Order, which is the date that Notice must be sent to Class Members as required in this Agreement.

1.21 “Objection Deadline” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Commencement Deadline, or such other date as ordered by the Court.

1.22 “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.

1.23 “Plaintiffs” and/or “Class Representatives” mean Chefon Campbell and Chyanne Grant.

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

1.25 “Private Information” means personally identifiable information (“PII”) and protected health information (“PHI”).

1.26 “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, actions, causes of action, damages, fines, penalties, costs, charges, expenses, settlements, attorneys’ fees, losses, and remedies that result from, arise out of, are based upon, or relate to the Data Incident, including, but not limited to, any claim, action, cause of action, or settlement arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States; state consumer-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of express or implied warranty; breach of fiduciary duty; breach of confidence; breach of security; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; failure to provide adequate notice pursuant to any breach notification statute or common

law duty; and including, but not limited to, any and all claim, action, cause of action, or settlement for damages, injunctive relief, disgorgement, declaratory relief or judgment, 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, or the appointment of a receiver, whether known or unknown, existing or potential, 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 Class Member against any of the Released Persons based on, relating to, concerning or arising out of, in whole or in part, the alleged Data Incident 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 Class Member or any of the Released Persons to enforce the terms of this Settlement Agreement.

1.27 "Related Entities" means Defendant's past or present parents, subsidiaries, divisions, and related or affiliated entities, each of their respective predecessors, successors, directors, officers, shareholders, employees, principals, agents, attorneys, insurers, and reinsurers and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation, and includes any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Incident who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity involved in the Data Incident or who pleads *nolo contendere* to any such charge.

1.28 “Released Persons” means Defendant and its 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, shareholders, employees, principals, agents, attorneys, heirs, executors, members, managers, owners, shareholders, insurers, reinsurers, and any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Incident, who is, was or could have been named as a defendant in any of the actions in the Litigation.

1.29 “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

1.30 “Service Award” shall have the meaning ascribed to it as set forth in ¶ 7.3 of this Settlement Agreement. The Service Award requested in this matter will be up to \$2,500 to each Class Representative, subject to court approval and will be in addition to any other settlement benefits Plaintiffs may receive. Any Service Award shall be paid by or on behalf of Defendant, separate and apart from the relief to the Class.

1.31 “Settlement Administration” means the processing and payment of claims received from Class Members by the Settlement Administrator.

1.32 “Settlement Administrator” means Simpluris, Inc.

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

1.34 “Settling Parties” or “Parties” means, collectively, Defendant and Plaintiffs, individually and on behalf of the Class and all Released Persons.

1.35 “Short Notice” or “Postcard Notice” means the short 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 where recipients may view, *inter alia*, the Long Notice and make a claim for monetary relief. The Short Notice will also inform Class Members, *inter alia*, of the Claims Deadline, the Objection Deadline, and the date of the Final Fairness Hearing.

1.36 “Settlement Website” shall be a dedicated website that the Settlement Administrator will establish and will contain detailed information about this Litigation.

1.37 “United States” as used in this Settlement Agreement means the United States of America and includes all of its States, the District of Columbia and all territories.

1.38 “Unknown Claims” means any of the Released Claims that any Class Member, including Plaintiffs, does not know or suspect to exist in his/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 agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived any provisions, rights, and benefits to the contrary, notwithstanding that Class Members, including Plaintiffs, may hereafter discover 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, but Plaintiffs expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims,

including Unknown Claims. The Settling Parties acknowledge, and Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.39 “Valid Claims” means timely Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 The settlement shall be administered on a wholly claims made basis. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator.

2.2 Claimed Benefits: All Class Members shall have the opportunity to submit a Claim Form for certain claimed benefits. The claimed benefits, as described below, shall include: (1) Documented Losses, (2) Lost Time, (3) Alternate Cash Payment, and (4) Credit Monitoring.

2.3 Documented Out-of-Pocket Losses: Every Settlement Class Member may submit a claim for up to \$5,000.00 per Settlement Class Member with third-party documentation and a sworn affidavit attesting to the losses, if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss was incurred after the date of the Data Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss. Documented Losses may include, without limitation, the following:

- a. unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Social Security number;

- b. unreimbursed costs incurred on or after November 28, 2024, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- c. other unreimbursed miscellaneous expenses incurred related to any out-of-pocket expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- d. other mitigative costs fairly and reasonably traceable to the Data Incident that were incurred on or after November 28, 2024, through the date of the Settlement Class Member's claim submission.

2.4 Settlement Class Members who elect to submit a claim for reimbursement of Documented Losses must provide to the Settlement Administrator information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation reasonably supporting their claim; and (3) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Documented Losses should include receipts or other documentation not "self-prepared" by the Settlement Class Member concerning the costs incurred. Documented Losses will be deemed "more likely than not caused by the Data Incident" if: (1) the timing of the loss occurred on or after November 28, 2024, and (2) in the Settlement Administrator's sole determination, the Documented Losses could reasonably be caused by the Data Incident.

2.5 Lost Time : All Settlement Class Members may file a claim for up to 3 hours of lost time spent mitigating the effects of the Data Incident, at \$25.00 per hour (for a maximum recovery of \$75.00). Class Members may submit claims for up to 3 hours of lost time with a description of the time spent and an attestation demonstrating that they spent the claimed time

responding to issues raised by the Data Incident. This attestation may be completed by checking a box next to the sentence: “I swear and affirm that I spent the amount of time noted in response to MHA’s 2024 Data Incident.”

2.6 Alternate Cash Payments: In lieu of all other cash settlement benefits listed above (including Documented Losses and Lost Time), Class Members may elect to claim a cash payment in the amount of \$40.00. If a Class Member attempts to claim any of the other cash settlement benefits and the Alternate Cash Payment under the Settlement, the Settlement Administrator is authorized to contact the Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding which benefit he or she would like to select, or may (in the Settlement Administrator’s discretion) award the higher value settlement benefit(s), and deny the lower value benefit(s) for which the Class Member is qualified.

2.7 Settlement Cap. “Settlement Cap” means the cap on funds to be paid by or on behalf of Defendant in an amount not to exceed \$300,000.00 to pay for documented economic loss, lost time and the alternate cash payment. If the Settlement Cap is exceeded, the alternate cash payment awards will be reduced *pro rata* until the Settlement Cap is no longer exceeded.

2.8 Credit Monitoring Services: MHA will pay or cause to be paid credit monitoring services as follows. All Settlement Class Members shall be offered the opportunity to claim a three-year membership of single-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance. The additional credit monitoring services are in addition to any credit monitoring services MHA initially offered related to the Data Incident. The retail value of the Credit Monitoring Services is estimated to be \$250.20 per person (\$6.95 per month for 36 months). Settlement Class Members are eligible to submit a claim for credit monitoring regardless of whether the Settlement Class Member submits a claim for any other benefits.

2.9 Claim Form Submission: Settlement Class Members submitting a claim must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the Claims Deadline. A Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization is not required.

2.10 Security Related Measures: MHA will disclose to Class Counsel by way of a confidential declaration prior to the motion for final approval a description of its information security improvements since the Data Incident.

2.11 Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation and information that may be necessary to reasonably support the Documented Losses and Lost Time Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident; and (4) the claimant timely submitted the Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties, by and through their respective Counsel. If, upon meeting and conferring, the Settling Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

2.12 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant twenty-one (21) days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.

2.13 Following timely receipt of additional information pursuant to a request by the Settlement Administrator under ¶ 2.12, the Settlement Administrator shall have ten (10) days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be accepted. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim for settlement benefit(s) shall not cause rejection of any other Valid Claim for settlement benefit(s) submitted by the claimant.

2.14 Class Members shall have ten (10) days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim.

2.15 Settlement Expenses. All costs for notice to the Class Members as required under ¶ 3.2, Administration Fees under ¶ 1.1, and the Settlement Administrator's costs of Dispute Resolution described in ¶ 2.11 shall be paid by or on behalf of Defendant.

2.16 Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or canceled pursuant to the terms of the Settlement Agreement, this Settlement Agreement and certification of the Class

provided for herein will be vacated and the Litigation shall proceed as though the 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 Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit D** in both terms and cost, requesting, *inter alia*:

- a) certification of the Class for settlement purposes only pursuant to ¶ 2.16;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Class Counsel as Class Counsel;
- d) appointment of Plaintiffs Campbell and Grant as Class Representatives;
- e) approval of the Short Notice to be mailed to 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 Parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Class

Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to the settlement, instructions for how to obtain the Settlement Benefits, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- g) approval of a Claim Form to be used by Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement;
- h) appointment of Simpluris, Inc. as the Settlement Administrator, and;
- i) setting a Final Fairness Hearing date not earlier than 135 days after the Entry of the Preliminary Approval Order.

The Short Notice, Long Notice, and Claim Form may be revised as agreed upon by the Settling Parties before submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of notice. Any changes to the Preliminary Approval Order, Short Notice, Long Notice, and Claim Form that do not materially affect the substance of the Settlement Agreement that the Court may require will not invalidate this Settlement Agreement.

3.2 Costs for providing notice to the Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Administration Fees shall be paid by or on behalf of Defendant. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and any Service Award to the Class Representatives, as approved by the Court, shall also be paid

by or on behalf of Defendant, separate and apart from the relief to the Settlement Class. Notice shall be provided to Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, last known physical address, and last known email address of each Class Member (collectively, “Class Member Information”) as reasonably available to Defendant.
- b) Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website*: Within twenty-eight (28) days of the Preliminary Approval Order, the Settlement Administrator shall establish a Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). 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; and (v) any other materials agreed upon by the 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, and shall have a “Contact Us” page whereby Class Members can send an email with any additional questions to a dedicated email address and send hardcopy documents to a designated Post Office box established by the Settlement Administrator.

d) *Short Notice*: By the Notice Commencement Deadline, the Settlement Administrator shall begin to provide notice to the Class through the following means:

- i. via email if valid and confirmed email addresses are available. All Class Members initially sent notice via email, and for whom the email “bounces” (i.e. is undeliverable) shall be mailed the Short Notice.
- ii. if a valid and confirmed email address is unavailable, via U.S. Mail to the Class Member’s postal address that Defendant provided to the Settlement Administrator. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of 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;
- iii. in the event that a 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 if the Short Notice is returned as undeliverable;

- iv. 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 Class Member’s current address 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.

- e) Publishing, within twenty-eight (28) days of the Preliminary Approval Order, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- f) A toll-free help line with an IVR system shall be made available to provide Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request;

g) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the 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. The initial round of Notice under the Notice Program shall be completed within forty-five (45) days after entry of the Preliminary Approval Order (the Notice Deadline).

3.4 Proposed Class Counsel and Defendant's counsel shall request that after notice is completed the Court hold a Final Fairness Hearing and grant final approval of the settlement set forth herein, and request that the Final Fairness Hearing occur on a date that is convenient for the Court and is at least 135 days after the entry of the Preliminary Approval Order.

4. Objection Procedures

4.1 Each Class Member desiring to object to the Settlement Agreement shall submit to the Settlement Administrator a timely written notice of their objection by the Objection Deadline. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number, *Campbell et al. v. Mental Health Association, Inc.*, Case No. 2579CV00419; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes they are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the

objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Deadline, to a dedicated address established by the Settlement Administrator. Not later than fourteen (14) days prior to the Final Fairness Hearing, Class Counsel shall cause any objections to be filed with the Court, and served upon all Parties.

4.2 Any Class Member who fails to comply with all requirements for objecting shall waive and forfeit any and all rights they 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 this Settlement Agreement. 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 applicable rules of appellate procedure and not through a collateral attack.

5. Release

5.1 Upon the Effective Date, each Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and forever discharged all Released Claims as against all Released Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each 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. Any other claims or defenses Plaintiffs and each and all of the Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Incident, the Litigation, or the Released Claims are preserved and shall not be affected by the preceding sentence.

6. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiffs

6.1 The Settling Parties did not discuss the payment of Attorneys' Fees, Costs, and Expenses and/or Service Awards to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that reasonable Attorneys' Fees, Costs, and Expenses and Service Award to Plaintiffs as may be agreed to by Defendant and Class Counsel and as ordered by the Court shall be paid by or on behalf of Defendant.

6.2 Class Counsel shall file a Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards at least fourteen (14) days before the Objection Deadline. Defendant agrees not to challenge the relief sought in a petition for an award of attorneys' fees, costs and expenses of up to \$250,000.00. Any attorneys' fees, costs, and expenses, or service awards shall be paid to Class Counsel within twenty-five (25) days after the Effective Date. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel.

6.3 Subject to Court approval, Plaintiffs intend to request, and Defendant agrees not to challenge, a Service Award in the amount of up to \$2,500.00 to each Plaintiff as compensation for Plaintiffs' time and efforts expended on behalf of the Class.

6.4 No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and/or Service Awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

7. Administration of Claims

7.1 The Settlement Administrator shall administer and calculate the Claims submitted by Class Members. Class Counsel and Defendant shall be given regular 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. The Settlement Administrator's determination of whether a Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process.

7.2 Payment of Valid Claims shall be made within forty-five (45) days of the Effective Date. Class Members may elect to receive settlement benefits via check or electronic payment.

7.3 All Class Members who fail to timely submit a Valid Claim for any benefits hereunder 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.

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

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

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

- a) the Court has entered the Judgment granting final approval to the settlement and certification of the Class as set forth herein;
- b) the Judgment has become Final.

8.2 If all conditions specified in ¶ 1.12 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

8.3 In the event that the Settlement Agreement including the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) 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 Party's counsel, and (ii) 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 Attorneys' Fees, Costs, and Expenses 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 or cause to be paid amounts already billed or incurred for costs of notice to the Class, Settlement Administration, and Dispute Resolution and shall not, at any time, seek recovery

of the same from any other party to the Litigation or from counsel to any other party to the Litigation.

9. Miscellaneous Provisions

9.1 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.

9.2 The Settling Parties intend this settlement to be a final and complete resolution of all claims and disputes between them, the Released Persons, and the Releasing Parties with respect to the Data Incident and this Litigation. The settlement compromises claims, including, but not limited to, all Released 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.

9.3 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 in order 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.

9.4 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.

9.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

9.6 This Settlement Agreement, including all exhibits hereto, contains the entire understanding between Defendant and Plaintiffs, individually and on behalf of the Class and all Released Entities, regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Parties in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between the Parties.

9.7 Class Counsel, on behalf of the Class, and Defendant's counsel, on behalf of Defendant, are expressly authorized to take all appropriate actions required or permitted to be taken by the Parties 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 Parties which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Parties.

9.8 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.

9.9 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.

9.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

9.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

9.12 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,” and “him” means “him, her, them, or it.”

9.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Massachusetts, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in

accordance with, and governed by, the internal, substantive laws of the Commonwealth of Massachusetts.

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

9.15 If a Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Class Member's right to receive monetary relief shall be extinguished, and there shall be no obligation to make payments to the Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

9.16 The Settlement Website shall be deactivated 180 days after the Effective Date.

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

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

By: _____
Mental Health Association, Inc.
Defendant

Date: _____

By: _____
David M. Ross
Wilson Elser LLP
Attorneys for Defendant

Date: _____

By: Chefon Campbell
Chefon Campbell (Feb 19, 2026 11:10:44 EST)
Chefon Campbell
Plaintiff

02/19/26

Date: _____

By: _____
Chyanne Grant
Plaintiff

Date: _____

By: Casondra Turner
Casondra R. Turner
Milberg, PLLC

Date: February 19, 2026

By: Leanna Loginov
Leanna A. Loginov
Shamis & Gentile P.A.

Date: 2/18/2026

Proposed Class Counsel

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

By: _____
Mental Health Association, Inc.
Defendant

Date: _____

By: _____
David M. Ross
Wilson Elser LLP
Attorneys for Defendant

Date: _____

By: _____
Chefon Campbell
Plaintiff

Date: _____

By:  _____
Chyanne Grant (Feb 19, 2026 15:26:47 EST)
Chyanne Grant
Plaintiff

02/19/2026
Date: _____

By: Casondra Turner
Casondra R. Turner
Milberg, PLLC

Date: February 19, 2026

By: Leanna Loginov
Leanna A. Loginov
Shamis & Gentile P.A.

Date: 2/18/2026

Proposed Class Counsel

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

By: 
Mental Health Association, Inc.
Defendant

Date: 2/25/26

By: 
David M. Ross
Wilson Elser LLP
Attorneys for Defendant

Date: February 19, 2026

By: _____
Chefon Campbell
Plaintiff

Date: _____

By: _____
Chyanne Grant
Plaintiff

Date: _____

By: Casondra Turner
Casondra R. Turner
Milberg, PLLC

Date: February 19, 2026

By: Leanna Loginov
Leanna A. Loginov
Shamis & Gentile P.A.

Date: 2/18/2026

Proposed Class Counsel

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+15 days
Long and Short Notices Posted on the Settlement Website	+28 days
Notice Commencement Deadline	+30 days
Notice Deadline	+45 days
<u>From Notice Commencement Date</u>	
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards	+46 days
Objection Deadline	+60 days
Settlement Administrator Provide List of Objections to the Parties' counsel	+67 days
Claims Deadline	+90 days
<u>Final Fairness Hearing</u>	+135 (at minimum) from Order Granting Preliminary Approval
Motion for Final Approval	-14 days before Final Fairness Hearing
<u>From Order Granting Final Approval</u>	
Effective Date	+1 day after all conditions met pursuant to ¶ 1.11 of the Settlement Agreement
Payment of Attorneys' Fees and Expenses and Class Representative Service Awards	+25 days after Effective Date
Payment of Claims to Class Members	+45 days after Effective Date

EXHIBIT A

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

Campbell et al. v. Mental Health Association, Inc.

Case No. 2579CV00419

Superior Court of Hampden County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: "All persons whose Private Information was accessible because of the Data Incident which occurred on or around November 28, 2024."

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff; (2) MHA and its officers and directors; and (3) anyone who perpetrated the Data Incident.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

MHA has agreed to pay or cause to be paid several different benefits. All Settlement Class Members may claim **Credit Monitoring Services** and/or one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in three years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

CASH PAYMENT OPTIONS

Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between November 28, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

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

Campbell et al. v. Mental Health Association, Inc.

Case No. 2579CV00419

Superior Court of Hampden County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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

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

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at \$25.00 per hour, for a maximum of **\$75.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time.

Alternate Cash Payment. *Instead of any other cash payment option*, you may claim a one-time **\$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: MHA Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIM FORM IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

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

You must submit your Claim Form online, by mail, or by email no later than **[Claims Deadline].**

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

Campbell et al. v. Mental Health Association, Inc.

Case No. 2579CV00419

Superior Court of Hampden County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING SERVICES

! Check this box if you would like to enroll in three years of Credit Monitoring from CyEx Identity Defense Complete.

III. ORDINARY OUT-OF-POCKET LOSSES

! Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00.

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

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

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

Campbell et al. v. Mental Health Association, Inc.

Case No. 2579CV00419

Superior Court of Hampden County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

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

IV. LOST TIME

If you spent time fixing problems caused by the Data Incident, please select how many hours (up to three) you spent. You must briefly describe how you spent this time **AND** check the “Lost Time Attestation” box, below.

I spent (select only **one**): ☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00)

Describe what you spent this time on: _____

Lost Time Attestation (REQUIRED)

! By checking this box I swear and affirm that I spent the amount of time noted in response to MHA’s 2024 Data Incident.

V. ALTERNATE CASH PAYMENT

! Check this box if you want to claim a one-time \$40.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.

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

Campbell et al. v. Mental Health Association, Inc.

Case No. 2579CV00419

Superior Court of Hampden County, Massachusetts

DATA INCIDENT SETTLEMENT CLAIM FORM

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

VI. PAYMENT SELECTION

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

 PayPal

Email address, if different than you provided in Section 1: _____

 Venmo

Mobile number, if different than you provided in Section 1: _____

 Zelle

Email address or mobile number, if different than you provided in Section 1: _____

 Virtual Prepaid Card

Email address, if different than you provided in Section 1: _____

 Physical Check

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

VII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit **www.[SettlementWebsite].com**

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Campbell et al. v. Mental Health Association, Inc.
Case No. 2579CV00419
Superior Court of Hampden County, Massachusetts

**IF YOUR PRIVATE INFORMATION WAS ACCESSIBLE IN THE
NOVEMBER 2024 MENTAL HEALTH ASSOCIATION, INC. DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Mental Health Association, Inc. (“MHA” or “Defendant”) in a class action lawsuit. This case is about the cyberattack on MHA's computer systems that occurred in November 2024 (the “Data Incident”). Certain files that contained private information were accessible. These files may have contained personal information such as Name; Address; Social Security Number; Medical Diagnosis/Condition; Medication; Medical Record Number; other Medical Information; Date of Birth; and/or Driver's License Number.
- The lawsuit is called *Campbell et al. v. Mental Health Association, Inc.*, Case No. 2579CV00419. It is pending in the Superior Court of Hampden County, Massachusetts (the “Litigation”).
- MHA denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- MHA's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from MHA.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	_____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You may object to the Settlement by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	_____, 2025
DO NOTHING	You are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT	7
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Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Campbell et al. v. Mental Health Association, Inc.*, Case No. 2579CV00419. It is pending in the Superior Court of Hampden County, Massachusetts. The people who filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Mental Health Association, Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the November 2024 cyberattack on MHA's computer systems, certain files that contained private information were accessible. These files may have contained personal information such as Name; Address; Social Security Number; Medical Diagnosis/Condition; Medication; Medical Record Number; other Medical Information; Date of Birth; and/or Driver's License Number.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people who they allege have similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, after a court grants certification, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members. In this Settlement, the Class Representatives are Chefon Campbell and Chyanne Grant. Everyone included in this Litigation are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All persons whose Private Information was accessible because of the Data Incident which occurred on or around November 28, 2024."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) MHA and its officers and directors; and (3) anyone who perpetrated the Data Incident.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: MHA Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

MHA has agreed to pay or cause to be paid a number of different benefits. All Settlement Class Members may claim **Credit Monitoring Services** and/or one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in three years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

CASH PAYMENT OPTIONS

Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between November 28, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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

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

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at \$25.00 per hour, for a maximum of **\$75.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time.

Alternate Cash Payment. *Instead of any other cash payment option*, you may claim a one-time **\$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

There is a cap of \$300,000.00 on these benefits. This means that if the total value of benefits claimed is over \$300,000.00, all alternate cash payments will be reduced *pro rata* so that the total value of benefits add up to \$300,000.00.

A full description of how this works is available in Settlement Agreement, at www.SettlementWebsite.com.

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

- Email: info@SettlementWebsite.com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: MHA Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

Submitting a Claim Form for a Settlement Payment

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

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

MHA Data Incident Settlement

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

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

9. Are there any important Settlement payment deadlines?

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

10. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

11. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Casondra R. Turner of Milberg, PLLC and Leanna A. Loginov of Shamis & Gentile, P.A., to represent you and other Class Members ("Class Counsel").

12. Should I get my own lawyer?

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

13. How will Class Counsel be paid?

Class Counsel will ask the Court to approve \$250,000.00 as reasonable attorneys' fees and costs of litigation. The amount awarded by the Court will be paid by or on behalf of MHA.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments awarded by the Court will also be paid by or on behalf of MHA.

Commenting on or Objecting to the Settlement

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

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

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

- (1) your full name, mailing address, telephone number, and email address;
- (2) the name of the Litigation: *Campbell et al. v. Mental Health Association, Inc.*, Case No. 2579CV00419, pending in the Superior Court of Hampden County, Massachusetts;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by **OBJECTION DATE**. You must also send a copy of the objection to the Settlement Administrator.

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

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing on **FA Hearing Date** at **Hearing Time** Eastern Time, in Room **Court Room** of the Superior Court of Hampden County, Massachusetts, at **Court Address**.

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

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 14**).

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

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

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

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

If I Do Nothing

17. What happens if I do nothing at all?

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

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

Getting More Information

18. How do I get more information?

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

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: MHA Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

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

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

EXHIBIT C

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

***Campbell et al. v.
Mental Health Association, Inc.***
Case No. 2579CV00419

**IF YOUR PRIVATE INFORMATION WAS
ACCESSIBLE IN THE NOVEMBER 2024
MENTAL HEALTH ASSOCIATION, INC.
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO BENEFITS,
INCLUDING A CASH PAYMENT.**

A Court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.SETTLEMENTWEBSITE.COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Mental Health Association, Inc. ("MHA") in a class action lawsuit ("Settlement"). The case is about the November 2024 cyberattack on MHA's computers (the "Data Incident"). Files containing Private Information were accessible. MHA denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All persons whose Private Information was accessible because of the Data Incident which occurred on or around November 28, 2024."

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

What are the Settlement benefits?

You can claim three years of **Credit Monitoring** by a credit bureau and one or more of the **cash payment** options.

If you have documented losses you can get back up to **\$5,000**. If you spent time fixing problems caused by the Data Incident, you can get back \$25/hour for up to three hours (up to **\$75**).

*Instead of any other cash payment, you can get a one-time **\$40** payment.*

Full details and instructions are available online.

How do I receive a benefit?

If you are claiming documented losses or claims for lost time, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

What if I want to object to the Settlement?

If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to object.

When will the Court approve the Settlement?

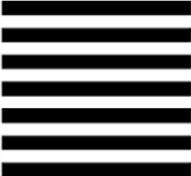
The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$250,000, and up to \$2,500 for each of the Plaintiffs. You may attend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

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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



MHA Data Incident Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.
Mail no later than **Claims Deadline**.
Only one Claim Form per Class Member.

Login ID: «LoginID»
PIN: «PIN»

INSTRUCTIONS: Use this card to submit your claim for three years of **Credit Monitoring**, and/or an **Alternate Cash Payment**.

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

☐ Check this box to enroll in three years of **Credit Monitoring**.

☐ Check this box to claim a one-time \$40.00 **Alternate Cash Payment**.

How would you like to be paid:

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

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

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

EXHIBIT D

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss

SUPERIOR COURT

CHEFON CAMPBELL and CHYANNE
GRANT, individually and on behalf of all others
similarly situated,

Plaintiffs,

DOCKET NO. 2579-cv-00419

v.

MENTAL HEALTH ASSOCIATION, INC.,

Defendant.

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs Chefon Campbell and Chyanne Grant's ("Plaintiffs") Assented to Motion for Preliminary Approval of Class Action Settlement (**Doc. No.**) (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Mental Health Association, Inc. ("MHA" or "Defendant" and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Memorandum of Points and Authorities in Support of their Motion (the "Settlement Agreement").¹ Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

All persons whose Private Information was accessible because of the Data Incident which occurred on or around November 28, 2024.

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

Excluded from the Settlement Class are (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant's officers and directors; and (3) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity that caused the Data Incident or who pleads *nolo contendere* to any such charge.

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

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds for settlement purposes only that Plaintiffs Chefon Campbell and Chyanne Grant will likely satisfy the requirements of Rule 23(a) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds for settlement purposes only that Casondra R. Turner of Milberg, PLLC and Leanna A. Loginov of Shamis & Gentile, P.A. as Class Counsel will likely satisfy the requirements of Rule 23 and should be appointed as Settlement Class Counsel.

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

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

5. **Final Approval Hearing.** A Final Approval Hearing shall be held at Hampden County Superior Courthouse, 50 State St., Springfield, MA 01103 [or via telephone or videoconference], on _____, 2026, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes only pursuant to Rule 23; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Rule 23; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for a Service Award should be approved.

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

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

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

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

9. **Objections and Appearances.** A Settlement Class Member who desires to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, mailing address, telephone number, and email address (if any); (ii) the name of the Action: *Campbell, et al. v. Mental Health Association, Inc.*, Case No. 2579-cv-00419, pending in the Superior Court of Hampden County, Massachusetts; (iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; (iv) the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case; (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Award; (vi) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding five years; (vii) the identity of all

counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (ix) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (x) the objector's signature.

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

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

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

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

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notices and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit

under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

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

12. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed

or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

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

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

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

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+15 days
Long Notice Posted on the Settlement Website	+28 days
Notice Commencement Deadline	+30 days

<u>From Notice Commencement Deadline</u>	
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards	+46 days
Objection Deadline	+60 days
Settlement Administrator Provide List of Objections to the Parties' counsel	+67 days
Claims Deadline	+90 days
<u>Final Approval Hearing</u>	+135 (at minimum) from Order Granting Preliminary Approval
Motion for Final Approval	-14 days before Final Approval Hearing

IT IS SO ORDERED

Dated

Judge