

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Eugene Mitchell, Wanda Delrio and Raffaele Santaniello (collectively, the “Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined in Paragraph 32), and Gandara Mental Health Center (“Defendant”) (collectively, the “Parties”), in the matter of *Eugene Mitchell v. Gandara Mental Health Center, Inc.*, Civil Action No. 2479CV00652 (the “Action”) in the Commonwealth of Massachusetts, Hampden County. This Agreement is effective as of the date of the last signature by the Parties (the “Effective Date”).

RECITALS

WHEREAS, on around June 20, 2024, Defendant discovered that third-party cybercriminals had gained unauthorized access to their systems (the “Data Security Incident”).

WHEREAS, an investigation determined that certain Personally Identifiable Information (“PII”) and Protected Health Information (“PHI”) (collectively, “Private Information”) which may have included Plaintiffs and Settlement Class Members’ Private Information was acquired without authorization. The data was compromised of 450 GBs.

WHEREAS, October 24, 2024, Defendant began providing notice of the Data Security Incident, and ultimately provided notice to a total notice population of approximately 17,543 individuals.

WHEREAS, on January 29, 2025, Representative Plaintiffs Eugene Mitchell, Wanda Delrio, and Raffaele Santaniello filed a Class Action Complaint against the Defendant in the Commonwealth of Massachusetts, Hampden County asserting claims arising out of the Data Security Incident.

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the putative class representatives and the proposed class which it purports to represent, have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Mass. R. Civ. P. 23 (a) & (b); and

WHEREAS, following prolonged and extensive arm’s length negotiations, the Parties reached an agreement on the essential terms of a settlement;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and

resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the case captioned *Eugene Mitchell v. Gandara Mental Health Center, Inc.*, Civil Action No. 2479CV00652 in the Commonwealth of Massachusetts, Hampden County.

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

3. “Approved Claim” means the timely submission of a Claim Form by a Settlement Member that the Settlement Administrator has approved or otherwise through the Claims Review Process.

4. “Claim Form” or “Claim” means the form(s) Settlement Class Members must submit to be eligible for Unreimbursed Losses, Lost Time, and/or Credit Monitoring under the terms of the Settlement, which is attached hereto as **Exhibit 3**, or form(s) approved by the Court substantially similar to **Exhibit 3**.

5. “Claims Deadline” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 44.

7. “Court” means the court in the Commonwealth of Massachusetts, Hampden County.

8. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 38, which include three (3) years of CYEX’s Medical Shield Complete product through 1 credit bureau available to all claimants, which includes \$1,000,000 in identity theft protection insurance, among other features.

9. “Data Security Incident” means the unauthorized third-party access to Defendant’s network that was detected by Defendant on or around June 20, 2024, and which is the subject of the Action.

10. “Defendant” means Gandara Mental Health Center, Inc.

11. “Defendant’s Counsel” means Brian Middlebrook and Justin Holmes of Gordon Rees Scully Mansukhani LLP.

12. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, other than an appeal or appeals or reconsideration solely with respect to attorneys’ fees, costs, and expenses, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review.

13. “Extraordinary Losses” means monetary losses that meet the following conditions: (i) The loss is an actual, documented, and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member’s Private Information or (B) fraud associated with the Settlement Class Member’s Private Information; (ii) The loss noted in i.(A) or i.(B) is reasonably traceable to the Data Security Incident; (iii) The loss occurred between June 20, 2024 and the Claims Deadline; and (iv) the loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member’s credit monitoring insurance and identity theft insurance.

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

15. “Final Approval Order and Judgment” means an order and judgment substantially in the form annexed hereto as **Exhibit 5** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Massachusetts Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

16. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Massachusetts Rule of Civil Procedure 23(e).

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

18. “Lost Time” means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Data Security Incident, up to a maximum of four hours at \$25.00 per hour (up to \$100.00 total), supported by an attestation that the time spent was related to the Data Security Incident, as set forth in Paragraph 43.

19. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit 1** (“Short Form Notices”) and **Exhibit 2** (“Long Form Notice”)

20. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur forty-five days after entry of the Preliminary Approval Order.

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

22. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be ninety (90) days after the Notice Deadline.

23. “Ordinary Loss” means documented ordinary losses and attested to lost time incurred or spent between June 20, 2024 and the Claims Deadline and include out of pocket expenses incurred as a result of the Data Security Incident including, among others, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Security Incident, and Lost Time.

24. “Private Information” means information that identifies an individual, or in combination with other information, can be used to identify, locate, or contact an individual. The term “Private Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement and would include Personally Identifiable Information (“PII”) as well as Protected Health Information (“PHI”).

25. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Massachusetts Rule of Civil Procedure 23, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit 4**.

26. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable, that relate to or arise from the Data Security Incident, the facts alleged

in the Complaint or subsequent operative complaint, Defendant's information security policies and practices, or Defendant's maintenance or storage of Private Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

27. "Released Parties" means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

28. "Releasing Parties" means the Settlement Class Representative and the Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

29. "Service Award Payment" means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in this Action as set forth in Paragraph 67.

30. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

31. "Settlement Administrator" means Angeion Group, an administrator mutually agreed upon by the parties.

32. "Settlement Class" means all individuals residing in Massachusetts whose Private Information was compromised in the Data Security Incident discovered by Defendant in June of 2024.

33. "Settlement Class Counsel" means Kenneth Grunfeld of Kopelowitz Ostrow P.A., Raina C. Borrelli of Strauss Borrelli PLLC and Leigh Montgomery of EKSM, LLP.

34. "Settlement Class List" means the list of the names and current or last known address information for Settlement Class Members based on Defendant's records, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within 15 days of entry of the Preliminary Approval Order.

35. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

36. "Settlement Class Representatives" means Eugene Mitchell, Wanda Delrio and Raffaele Santaniello.

37. “Settlement Website” means the website that the Settlement Administrator provides Settlement Class Members with notice of and information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

38. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in three (3) years of CYEX’s Medical Shield Complete product through 1 credit bureau available to all claimants, which includes \$1,000,000 in identity theft protection insurance. Defendant shall pay all costs associated with Credit Monitoring Services.

i) **Ordinary Out of Pocket Losses, Extraordinary Losses, and Compensation for Lost Time**

39. **Cash Benefits.** Defendant will pay Approved Claims for Ordinary Losses and Lost Time as well as Extraordinary Losses as described below. Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories below.

- a. **Claims for Compensation for Ordinary Losses** up to a total of \$500.00 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between June 20, 2024, and the Claims deadline:
- i. *Out-of-pocket expenses incurred* as a result of the Data Security Incident, including unreimbursed bank fees, long-distance phone, and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel, and;
 - ii. *Fees for credit reports, credit monitoring or other identity theft insurance products* purchased as a result of the Data Security Incident.

Claims for Compensation for Lost Time. Settlement Class Members who spent time monitoring accounts or otherwise dealing with issues related to the Data Security Incident can submit a claim for reimbursement of \$25.00 per hour up to 4 hours (for a total of \$100.00) provided they provide an attestation on the Claim Form indicating that the activities they performed were related to the Data Security Incident.

- b. **Claims for Extraordinary Losses** up to a total of \$5,000.00 per Settlement Class Member in compensation on submission of a valid and timely claim form for monetary losses that meet the following conditions:
- i. The loss is an actual, documented, and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member’s Private Information or (B) fraud associated with the Settlement Class Member’s Private Information;
 - ii. The loss noted in i.(A), or i.(B) was more likely than not caused by the Data Security Incident;

- iii. The loss occurred between June 20, 2024, and the Claims Deadline; and
- iv. The loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

40. Alternative Cash Payment. As an alternative to Claims for Out-of-Pocket Losses, Extraordinary Losses or Losses due to Lost Time, Class Members may elect to receive a one-time cash payment of sixty dollars (\$60.00). This payment is intended as an alternative remedy and is available to individuals who do not submit claims for ordinary, lost time or extraordinary losses. Individuals who elect an Alternative Cash Payment, however, are still eligible to elect the Credit Monitoring.

41. Aggregate Cap on Defendant's Liability. Notwithstanding any other provision of this Agreement, the total amount payable by Defendant under this Settlement Agreement for all payments to Class Members, including Ordinary Out of Pocket Losses, Extraordinary Losses, Compensation for Lost Time and Alternative Cash Payment shall not exceed nine hundred thousand dollars (\$900,000) ("Aggregate Cap"). In the event that the total value of Approved Claims as set forth above exceeds the Aggregate Cap, each Class Member's individual award shall be reduced *pro rata* so that the total payments do not exceed the Aggregate Cap.

42. Business Practice Commitments. Defendant has implemented, and will continue to maintain, appropriate security measures. Upon request, Defendant will provide Plaintiffs' counsel with information regarding these measures, including an estimate of the associated costs of such measure. Notwithstanding this disclosure, all such costs will be paid by Defendant.

III. CLAIMS PROCESS AND PAYMENTS TO SETTLEMENT CLASS MEMBERS

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

44. Claims Review Process. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Ordinary Losses and Extraordinary Losses are fairly traceable to the Data Security Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after June 20, 2024; (ii) whether the alleged loss involved the types of information that may have been affected in the Data Security Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to a mutually agreed-upon third party neutral who will serve as the claims referee. The decisions of the claims referee regarding the validity of claims will be final and non-appealable.

45. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review

Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses or Alternative Cash Payment elections and also provide payment instructions to Defendant or its insurer. Within thirty (30) days of receiving this accounting, Defendant or its insurer shall transmit the funds needed to pay Approved Claims.

- b. Payments for Approved Claims shall be issued in the form of a check, or via electronic means (agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds. No payments will be issued without authorization from the Parties.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

46. Timing. Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

47. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed in by the Settlement Class Members within that time.

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

49. Deceased Class Members. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof that the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendant's Counsel.

IV. SETTLEMENT CLASS NOTICE

50. Timing of Notice. Within 15 days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within 45 days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. Form of Notice. Notice shall be disseminated via First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice should also be provided on the Settlement Website. The Notice sent to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit 1**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via email that bounce back as undelivered, the Settlement Administrator shall send a postcard notice through First Class U.S. Mail to the Settlement Class Member, to the extent a valid mailing address exists. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and consistent with such approval.

52. Settlement Website. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

53. Notice in Spanish. The Settlement Website shall be available in English and in Spanish. In addition, the various forms of Notice and the Claim Form shall also be available in Spanish on the Settlement Website and in print version upon request from any Settlement Class Member.

54. Cost of Notice and Administration. Defendant will pay for all costs of the Settlement Administrator providing notice of the Settlement to Settlement Class Members and for administering the Settlement.

V. OBJECTIONS

55. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (v) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

- a. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.
- b. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph.
- c. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering

the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Objections from Settlement Class Members. If the Settlement Administrator receives any objections or other requests from Settlement Class Members after the Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments or Notice;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that attests to implementation of Notice in accordance with the Preliminary Approval Order;; and
- n. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Settlement Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. Certification of the Settlement Class. For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) any judges assigned to this case and their staff and family; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data

Security Incident or who pleads *nolo contendere* to any such charge. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

58. Preliminary Approval. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit 4**.

59. Final Approval. Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit 5**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 135 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

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

VIII. MODIFICATION AND TERMINATION

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

62. Termination. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”): (1) within seven (7) days of the Court’s refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of either of the following: (a) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect, or (b) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

63. Effect of Termination. In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void, all of the Parties’ obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated. If either party voids the Settlement Agreement, that party will be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of the other party.

IX. RELEASES

64. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. Unknown Claims. The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class, or any Releasing Party do not know or suspect to exist, which, if known, might have affected their decision to release the Released Parties or Released Claims, or to agree or object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have waived and relinquished, to the fullest extent permitted by Massachusetts law, any and all claims, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which now exist or may arise in the future that relate to the subject matter of the Action or the Released Claims. The Parties acknowledge that they may discover facts in addition to or different from those now known or believed to be true, but that it is their intention to fully, finally, and forever settle and release all Released Claims, including any Unknown Claims. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

X. SERVICE AWARD PAYMENTS

67. Service Award Payments. At least fourteen (14) days before the Objection Deadline, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition of their contributions to this Action. Settlement Class Counsel will request a service award not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each Settlement Class Representative, subject to Court approval. Defendant shall pay the Court-approved service awards to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will then distribute the service awards. Defendant's obligations with respect to the Court-approved service awards shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

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

XI. ATTORNEYS' FEES, COSTS AND EXPENSES

69. Attorneys' Fees and Costs and Expenses. At least fourteen (14) days before the Objection Deadline, Settlement Class Counsel will file a motion for an award of attorneys' fees

and litigation costs and expenses to be paid by Defendant. Settlement Class Counsel will request an award of attorneys' fees and litigation costs not to exceed Two Hundred Twelve Thousand Dollars and Zero Cents (\$212,000.00), subject to Court approval. Defendant shall pay the Court-approved attorneys' fees and expenses to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. The attorneys' fees and expenses will be allocated by the Settlement Class Counsel. Defendant's obligations with respect to the Court-approved attorneys' fees and expenses shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees or expenses. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any attorneys' fees or expenses. The amount of attorneys' fees and expenses was negotiated after the primary terms of the Settlement were negotiated.

70. No Effect on Agreement. The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

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

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

XIII. MISCELLANEOUS

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

74. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede

any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing, signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

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

76. Other Litigation. Plaintiff and Settlement Class Counsel will not cooperate with or encourage any additional action or filing of claims against Defendant or any Released Parties related to the Data Security Incident allegations or claims alleged in the Action.

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

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

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

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

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

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

83. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

84. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Massachusetts, without regard to the principles thereof regarding choice of law.

85. Jurisdiction. The Parties and each Settlement Class Member submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose whatsoever.

86. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

87. Notices. All notices to Settlement Class Counsel provided for herein shall be sent by email to:

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.
1 W. Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
Telephone: (954) 525-4100
Email: ostrow@kolawyers.com

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Telephone: (872) 263-1100
Fax: (872) 263-1109
Email: raina@straussborrelli.com

Leigh S. Montgomery
Texas Bar No. 24052214
EKSM, LLP
1105 Milford Street
Houston, Texas 77006
Telephone: (888) 350-3931
Fax: (888) 276-3455
Email: lmontgomery@eksm.com

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

Justin Holmes
Brian Middlebrook
GORDON REES SCULLY MANSUKHANI, LLP
1717 Arch Street, Suite 610
Philadelphia, PA 19103

Telephone: (212) 453-0787
Email: jholmes@grsm.com
Email: bmiddlebrook@grsm.com

Thomas C. Blatchley
GORDON REES SCULLY MANSUKHANI, LLP
28 State Street, Suite 1050
Boston, MA 02109
860.494.7525
tblatchley@grsm.com


The notice recipients and addresses designated above may be changed by written notice.

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

The remainder of this page is intentionally left blank

SIGNATURES

Wanda Delrio, Plaintiff

By: 
Wanda Ibelesé Delrio (Feb 16, 2026 12:47:59 EST)

Date: Feb 16, 2026

By: 
Eugene Mitchell (Feb 14, 2026 14:22:12 EST)

Date: Feb 14, 2026

Eugene Mitchell, Plaintiff

Raffaele Santaniello, Plaintiff

By: _____

Date: _____

Gandara Mental Health Center, Inc.

By: _____

Date: _____

STRAUSS BORRELLI PLLC


Counsel for Plaintiffs and the Settlement Class

By: _____
Raina C. Borrelli

Date: _____

KOPELOWITZ OSTROW P.A.


Counsel for Plaintiff and the Settlement Class

By: 
Ken Grunfeld (Feb 14, 2026 18:05:48 EST)
Kenneth Grunfeld

Date: Feb 14, 2026

EKSM, LLP

Counsel for Plaintiff and the Settlement Class

By: 
Leigh S. Montgomery

Date: Feb 16, 2026

SIGNATURES

Wanda Delrio, Plaintiff

By: _____

Date: _____

Eugene Mitchell, Plaintiff

By: _____

Date: _____

Raffaele Santaniello, Plaintiff

By: _____

Date: _____

Gandara Mental Health Center, Inc.

By: Luis Mucci

Date: 2-6-26

STRAUSS BORRELLI PLLC
Counsel for Plaintiffs and the Settlement Class

By: _____
Raina C. Borrelli

Date: _____

KOPELOWITZ OSTROW P.A.
Counsel for Plaintiff and the Settlement Class

By: _____
Kenneth Grunfeld

Date: _____

EKSM, LLP
Counsel for Plaintiff and the Settlement Class

By: _____
Leigh S. Montgomery

Date: _____

SIGNATURES

Wanda Delrio, Plaintiff

By: _____

Date: _____

Eugene Mitchell, Plaintiff

By: _____

Date: _____

Raffaele Santaniello, Plaintiff

By: *Raffaele Santaniello*

Date: 02 / 12 / 2026

Gandara Mental Health Center, Inc.

By: *Raina Borrelli*

Date: 02 / 12 / 2026

STRAUSS BORRELLI PLLC
Counsel for Plaintiffs and the Settlement Class

By: _____
Raina C. Borrelli

Date: _____

KOPELOWITZ OSTROW P.A.
Counsel for Plaintiff and the Settlement Class

By: _____
Kenneth Grunfeld

Date: _____

EKSM, LLP
Counsel for Plaintiff and the Settlement Class

By: _____
Leigh S. Montgomery

Date: _____

EXHIBIT 1
(SHORT FORM NOTICE)

LEGAL NOTICE

CONFIDENTIAL LEGAL
INFORMATION – TO BE
OPENED BY THE
ADDRESSEE ONLY

The Court in the
Commonwealth of
Massachusetts, Hampden
County authorized this
Notice.

This is not a solicitation from
a lawyer.
You are not being sued.

GMHC Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: <NOTICE ID>
<FIRST NAME> <LAST NAME>
<ADDRESS>
<CITY> <STATE> <ZIP>
GMHC SETTLEMENT ALTERNATIVE CASH PAYMENT CLAIM FORM
<BARCODE>

Complete this Claim Form if you want to receive the Alternative Cash Payment and/or Credit Monitoring Services. If you want to submit a claim for Reimbursement of Out-of-Pocket Losses or Lost Time, visit [WEBSITE](#).

For more information or to submit a claim form online, scan the QR code:



Alternative Cash Payment \$60.00

Check this box if you wish to receive the Alternative Cash Payment.

Payment Options – Select one of the following:

PayPal Venmo Zelle Virtual Prepaid Card Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

*Payment via check will be mailed to the address above.

Do you want to receive three (3) years of CYEX's Medical Shield Complete? YES NO

Please provide your email address: _____

Certification and Signature

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, is true and correct to the best of my knowledge.

Signature: _____ Printed Name: _____ Date: _____

A proposed Settlement has been reached with the defendant Gandara Mental Health Center, Inc. (“GMHC”) in the lawsuit captioned: Eugene Mitchell v. Gandara Mental Health Center, Inc., Civil Action No. 2479CV00652.

Who is Included? All individuals residing in Massachusetts whose Private Information was compromised in the Data Security Incident discovered by Defendant in June 2024. You are receiving this Notice because GMHC’s records indicate that you are a Settlement Class Member.

What does the Settlement Provide? Settlement Class Members may submit a Claim Form to receive Compensation for Ordinary Losses up to \$500, Compensation for Extraordinary Losses up to \$5,000 and/or Compensation for Lost Time up to four hours at a rate of \$25 per hour. Alternatively, Settlement Class Members may submit a claim for the Alternative Cash Payment of \$60. In addition, all Settlement Class Members may elect to receive Credit Monitoring Services for free. Monetary benefits are subject to an aggregate cap of \$900,000. Defendant will also implement certain security enhancements. Please visit [WEBSITE](#) for a full description of the Settlement benefits.

How To Get Benefits: Visit [WEBSITE](#) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE** or submitted by mail must be postmarked no later than **DATE**.

Your Other Options: If you do not like the Settlement or any of its terms, you may object to the Settlement by **DATE**. Please visit [WEBSITE](#) for complete details on how to object to the Settlement.

The Lawyers Representing You. The Court has appointed Kopelowitz Ostrow P.A. (954-525-4100), Strauss Borrelli PLLC (872 263-1100) and EKSM, LLP (888-350-3931) as Settlement Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you. Settlement Class Counsel will request an award of attorneys’ fees and litigation costs not to exceed \$212,000, and Service Awards for the Class Representatives not to exceed \$2,500 each. Settlement Class Counsel’s application for attorneys’ fees and Service Awards will be posted to the Settlement Website when it is available.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, Attorneys’ Fees and Litigation Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check [WEBSITE](#) for updates.

This Notice is only a Summary. Please visit [WEBSITE](#) or call toll-free 1-XXX-XXX-XXXX for more information.

Postage
Required

GMHC Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT 2
(LONG FORM NOTICE)

Notice of Proposed Class Action Settlement

Eugene Mitchell v. Gandara Mental Health Center, Inc., Civil Action No. 2479CV00652

The Court in the Commonwealth of Massachusetts, Hampden County authorized this Notice.

- A proposed Settlement has been reached with the defendant Gandara Mental Health Center, Inc. (“GMHC” or “Defendant”) arising out of the unauthorized third-party access to Defendant’s network that was detected by Defendant on or around June 20, 2024 (the “Data Security Incident”).
- The Settlement Class includes all individuals residing in Massachusetts whose Private Information was compromised in the Data Security Incident discovered by Defendant in June 2024.
- Under the Settlement, GMHC has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims. In addition, GMHC has agreed to implement appropriate security measures to mitigate risks to the Defendant’s information security, and has agreed to pay for the costs of Notice and Administrative Expenses; Service Award Payments for the Settlement Class Representatives; and Attorneys’ Fee Award and Costs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive any of the Settlement benefits. If you submit a Claim Form, you will give up the right to sue Defendant and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive Settlement benefits.
GO TO THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendant and other Released Parties for the claims this Settlement resolves.

- 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. No Settlement benefits will be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Eugene Mitchell v. Gandara Mental Health Center, Inc.*, Civil Action No. 2479CV00652, in the Commonwealth of Massachusetts, Hampden County (the “Action”). The individuals who filed this lawsuit, Eugene Mitchell, Wanda Delrio and Raffaele Santaniello, are called the “Plaintiffs” or “Settlement Class Representatives” and the entity that was sued, Gandara Mental Health Center, Inc., is called the “Defendant” or “GMHC.”

2. What is this lawsuit about?

On or around June 20, 2024, Defendant discovered that third-party cybercriminals had gained unauthorized access to its systems (the “Data Security Incident”). An investigation determined that certain Personally Identifiable Information (“PII”) and Protected Health Information (“PHI”) (collectively, “Private Information”), which may have included Plaintiffs and Settlement Class Members’ Private Information, was acquired without authorization.

On January 29, 2025, Plaintiffs Eugene Mitchell, Wanda Delrio, and Raffaele Santaniello filed a Class Action Complaint against the Defendant in the Commonwealth of Massachusetts, Hampden County asserting claims arising out of the Data Security Incident. Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the putative class representatives and the proposed class which it purports to represent, have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under the Massachusetts Rule of Civil Procedure.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Settlement Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for the Settlement Class.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree over the legal claims alleged in the Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals residing in Massachusetts whose Private Information was compromised in the Data Security Incident discovered by Defendant in June 2024.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal

law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [WEBSITE](#), or call toll-free 1-[XXX-XXX-XXXX](#). You may also email the Settlement Administrator at [EMAIL](#).

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the opportunity to make a claim for compensation for Ordinary Losses, Extraordinary Losses, and/or Lost Time. Alternatively, Settlement Class Members may elect to receive an Alternative Cash Payment in the amount of \$60.00. In addition to the cash benefit options, Settlement Class Members can elect to receive Credit Monitoring Services.

Credit Monitoring Services. Settlement Class Members are eligible to enroll for free in three (3) years of CYEX’s Medical Shield Complete product through 1 credit bureau, which includes \$1 million in identity theft protection insurance.

Ordinary Losses (up to a total of \$500.00) for documented out-of-pocket losses incurred or spent between June 20, 2024, and **DATE**:

- Out-of-pocket expenses incurred as a result of the Data Security Incident, including unreimbursed bank fees, long-distance phone, and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel;
- Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Security Incident.
- **Reimbursement of Lost Time.** Settlement Class Members may receive reimbursement of attested lost time up to four (4) hours at \$25.00 per hour. Settlement Class Members can receive reimbursement of Lost Time with an attestation that the time spent was reasonably related to mitigating the effects of the Data Security Incident.

Extraordinary Losses (up to a total of \$5,000.00) for monetary losses that meet the following conditions:

- The loss is an actual, documented, and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member’s Private Information or (B) fraud associated with the Settlement Class Member’s Private Information;
- The loss was more likely than not caused by the Data Security Incident;
- The loss occurred between June 20, 2024, and **DATE**;
- The loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member’s credit monitoring insurance and identity theft insurance.

Alternative Cash Payment. As an alternative to Claims for Out-of-Pocket Losses, Extraordinary Losses or Losses due to Lost Time, Class Members may elect to receive a one-time cash payment of \$60.00. Settlement Class Members who elect to receive an Alternative Cash Payment are still eligible to receive Credit Monitoring Services.

Aggregate Cap on Defendant’s Liability. The total amount payable by Defendant under the Settlement for Ordinary Out of Pocket Losses, Extraordinary Losses, Compensation for Lost Time and Alternative Cash Payments, shall not exceed \$900,000.00 (“Aggregate Cap”). In the event that the total value of Approved Claims for Ordinary Out of Pocket Losses, Extraordinary Losses, Compensation for Lost Time and Alternative Cash Payment exceeds the Aggregate Cap, each Settlement Class Member’s individual award shall be reduced *pro rata* so that the total payments do not exceed the Aggregate Cap.

9. Are there other Settlement benefits?

Defendant has implemented, and will continue to maintain, appropriate security measures. Upon request, Defendant will provide Plaintiffs' counsel with information regarding these measures and will bear the associated costs.

10. What am I giving up in order to receive a Settlement benefit or stay in the Settlement Class?

If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

Released Claims includes any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable, that relate to or arise from the Data Security Incident, the facts alleged in the Complaint or subsequent operative complaint, Defendant's information security policies and practices, or Defendant's maintenance or storage of Private Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

More information about the Released Claims and Released Parties is provided in the Settlement Agreement, which is available at [WEBSITE](#).

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Benefits?

Visit [WEBSITE](#) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by [DATE](#). Claim Forms submitted by mail must be postmarked no later than [DATE](#).

Settlement Class Members can also request a Claim Form by calling toll-free 1-[XXX-XXX-XXXX](#) or by writing to the Settlement Administrator.

Mail: [GMHC Settlement](#), Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [EMAIL](#)

13. Where do I send my completed Claim Form?

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at: [GMHC Settlement](#), Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than [DATE](#).

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive the Settlement Benefits?

If you submit a Valid Claim for Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final.

Settlement payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement benefits can be issued. Please be patient and check **WEBSITE** for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Kenneth Grunfeld of **Kopelowitz Ostrow P.A.** (954-525-4100), Raina C. Borrelli of **Strauss Borrelli PLLC** (872-263-1100), and Leigh Montgomery of **EKSM, LLP** (888-350-3931), as Settlement Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this Action.

17. How will Settlement Class Counsel be paid?

Settlement Class Counsel will request an award of attorneys' fees and litigation costs not to exceed Two Hundred Twelve Thousand Dollars and Zero Cents (\$212,000.00), subject to Court approval. Settlement Class Counsel will also file a motion seeking a service award payment for the Class Representatives in recognition of their contributions to this Action. Settlement Class Counsel will request a service award not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each Class Representative, subject to Court approval. The amounts approved by the Court are included in the Aggregate Cap.

OBJECT TO OR COMMENT ON THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

Settlement Class Members who wish to object to the Settlement must file their written objection with the Court no later than **the Objection Deadline**.

The written objection **must include** (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (v) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with these instructions waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. This is the exclusive means for any challenge to the Settlement Agreement.

For an objection to be considered, it must be filed with the Court no later than **DEADLINE**.

Court
[Court Address]

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Settlement Class Counsel's application for attorneys' fees and litigation costs, and Service Award Payments for the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

21. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 18). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **WEBSITE**. You may also contact the Settlement Administrator by mail or email:

Mail: **GMHC Settlement**, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: **Email Address**

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

EXHIBIT 3
(CLAIM FORM)

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

Eugene Mitchell v. Gandara Mental Health Center, Inc.
Civil Action No. 2479CV00652
Commonwealth of Massachusetts, Hampden County
CLAIM FORM

GMHC-CLAIM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a member of the Settlement Class, which includes:

All individuals residing in Massachusetts whose Private Information was compromised due to unauthorized third-party access to defendant Gandara Mental Health Center's network that was discovered by Defendant in June 2024 ("the Data Security Incident").

Settlement Class Members can submit a Claim Form online at **WEBSITE** or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than **DEADLINE**.

SETTLEMENT CLASS MEMBER BENEFITS

Credit Monitoring Services. Settlement Class Members are eligible to enroll for free in three (3) years of the 1 credit bureau CYEX Medical Shield Complete product, which includes \$1 million in identity theft protection insurance.

Ordinary Losses (up to a total of \$500.00) for documented out-of-pocket losses incurred or spent between June 20, 2024, and **DATE**:

Out-of-pocket expenses incurred as a result of the Data Security Incident, including unreimbursed bank fees, long-distance phone, and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel;

Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Security Incident.

Reimbursement of Lost Time. Settlement Class Members may receive reimbursement of attested lost time up to four (4) hours at \$25.00 per hour. Settlement Class Members can receive reimbursement of Lost Time with an attestation that the time spent was reasonably related to mitigating the effects of the Data Security Incident.

Extraordinary Losses (up to a total of \$5,000.00) for monetary losses that meet the following conditions:

The loss is an actual, documented, and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member's Private Information or (B) fraud associated with the Settlement Class Member's Private Information;

The loss was more likely than not caused by the Data Security Incident;

The loss occurred between June 20, 2024, and **DATE**;

The loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

Alternative Cash Payment. As an alternative to Claims for Out-of-Pocket Losses, Extraordinary Losses or Losses due to Lost Time, Class Members may elect to receive a one-time cash payment of \$60.00. Settlement Class Members who elect to receive an Alternative Cash Payment are still eligible to receive Credit Monitoring Services.

Aggregate Cap on Defendant's Liability. The total amount payable by Defendant under this Settlement Agreement shall not exceed \$900,000.00 ("Aggregate Cap"). This Aggregate Cap includes all cash payments to Settlement Class Members, including Ordinary Out of Pocket Losses, Extraordinary Losses, Compensation for Lost Time and Alternative Cash Payment. In the event that the total value of Approved Claims for monetary amounts

QUESTIONS? VISIT **WWW. .COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

Your claim must be submitted online or postmarked by: **[DEADLINE]**

Eugene Mitchell v. Gandara Mental Health Center, Inc.
Civil Action No. 2479CV00652
Commonwealth of Massachusetts, Hampden County
CLAIM FORM

GMHC-CLAIM

exceeds the Aggregate Cap, each Settlement Class Member’s individual award shall be reduced *pro rata* so that the total payments do not exceed the Aggregate Cap.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

II. CREDIT MONITORING SERVICES

Check this box if you wish to receive Credit Monitoring Services. There is no cost to you for this product.

Checking this box and submitting this Claim Form will not automatically enroll you into Credit Monitoring. To enroll, you must follow the instructions sent to your email address (that you provide in Section I above) after the Settlement is approved and becomes final (the “Effective Date”).

III. ORDINARY LOSSES

Check this box if you are seeking compensation for Ordinary Losses up to \$500.00.

You **must** submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

<i>Description of Documentation Provided</i>	<i>Amount</i>

QUESTIONS? VISIT **WWW. .COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

Your claim must
be submitted
online or
postmarked by:
DEADLINE

Eugene Mitchell v. Gandara Mental Health Center, Inc.
Civil Action No. 2479CV00652
Commonwealth of Massachusetts, Hampden County
CLAIM FORM

GMHC-CLAIM

VII. PAYMENT SELECTION

Please select **one** of the following payment options:

PayPal Venmo Zelle Virtual Prepaid Card Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

***Payment via check will be mailed to the address provided in Section I above.**

VIII. CERTIFICATION & SIGNATURE

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, and any supporting documentation provided 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

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation so it is postmarked no later than **DEADLINE**.

GMHC Settlement
Attn: Claim Form Submissions
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

QUESTIONS? VISIT **WWW._____COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA. NO. 2479CV00652

EUGEN MITCHELL, WANDA DELRIO,
and RAFFAELE SANTANIELLO, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

GANDARA MENTAL HEALTH CENTER,

Defendant.

**ORDER GRANTING
PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement (the “Settlement Agreement”) between Plaintiffs Eugene Mitchell, Wanda Delrio, and Raffaele Santaniello (“Plaintiffs”) and Defendant Gandara Mental Health Center. (“Defendant”) (together, the “Parties”), with accompanying exhibits attached to Plaintiffs’ Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.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:

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.

All individuals residing in Massachusetts whose Private Information was compromised in the Data Security Incident discovered by Defendant in June of 2024.

Excluded from the Settlement Class are: (i) Defendant and its respective officers and directors, (ii) the Judge assigned to evaluate the fairness of this settlement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

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

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Eugene Mitchell, Wanda Delrio, and Raffaele Santaniello are adequate and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that Kenneth Grunfeld of Kopelowitz Ostrow P.A., Raina C. Borrelli of Strauss Borrelli PLLC and Leigh Montgomery of EKSM, LLP are adequate and should be appointed as Settlement Class Counsel.

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

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to

the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

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

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

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Mass. R. Civ. P. 23, and (e) and meet the requirements of the Due Process Clauses of the United States Constitution

and the Massachusetts Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Objections and Appearances**. A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (v) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. 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 ninety (90) days from the Notice Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order

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

10. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

11. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of

the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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 Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

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

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

Defendant provides class list to the Settlement Administrator	Within 15 days after the entry of the Preliminary Approval order
Notice Deadline	Within 45 days after the entry of the Preliminary Approval order
Class Counsel’s Motion for Attorney Fees, Costs, and Service Awards	At least 14 days before the Objection Deadline
Objection Deadline	90 days after the Notice Deadline
Claims Deadline	90 days after the Notice Deadline
Class Counsel’s Motion for Final Approval	At least 14 days before the Final Approval Hearing
Final Approval Hearing	No earlier than 135 days after entry of the Preliminary Approval Order

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

EXHIBIT 5
(FINAL APPROVAL ORDER)

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA. NO. 2479CV00652

EUGEN MITCHELL, WANDA DELRIO,
and RAFFAELE SANTANIELLO, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

GANDARA MENTAL HEALTH CENTER,
INC.,

Defendant.

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiffs Eugene Mitchell, Wanda Delrio, and Raffaele Santaniello ("Plaintiffs") and Gandara Mental Health Center, Inc., ("Defendant") (together, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and Plaintiffs' Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant to Mass. R. Civ. P. 23, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a

proposed class action settlement; and

THE COURT being required under Mass. R. Civ. P. 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

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

IT IS ORDERED on this _____ day of _____, _____ that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant was impacted by a Data Security Incident which allegedly caused injuries to Plaintiffs and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

4. On _____, the Court entered an Order Granting Preliminary Approval of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiffs as the Class Representatives; (d) provisionally

appointed Kenneth Grunfeld of Kopelowitz Ostrow P.A., Raina C. Borrelli of Strauss Borrelli PLLC and Leigh Montgomery of EKSM, LLP as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Angeion Group as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to Mass. R. Civ. P. 23, the Court preliminary certified the Settlement Class in this matter, defined as follows:

All individuals residing in Massachusetts whose Private Information was compromised in the Data Security Incident discovered by Defendant in June of 2024.

Excluded from the Settlement Class are: (i) Defendant and its respective officers and directors, (ii) the Judge assigned to evaluate the fairness of this settlement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Mass. R. Civ. P. 23.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance

with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the Motion for Attorney Fees, Costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders.

10. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to Mass. R. Civ. P. 23 and meets the requirements of the Due Process Clauses of the United States Constitution and the Massachusetts Constitution.

12. The deadline for Settlement Class Members to object to the Settlement has passed.

13. _____ objections were filed by Settlement Class Members. The Court has considered all objections (if any) and finds the objections (if any) do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

14. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

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

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

18. The Court appoints Plaintiffs Eugene Mitchell, Wanda Delrio, and Raffaele Santaniello as Class Representatives.

19. The Court appoints Kenneth Grunfeld of Kopelowitz Ostrow P.A., Raina C. Borrelli of Strauss Borrelli PLLC and Leigh Montgomery of EKSM, LLP as Settlement Class Counsel.

20. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows: any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable, that relate to or arise from the Data Security Incident, the facts alleged in the Complaint or subsequent operative complaint, Defendant's information security policies and practices, or Defendant's maintenance or storage of Private Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. Released Claims shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement.

21. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

22. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, 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, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

23. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

24. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

25. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

26. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

27. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

28. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the

Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

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

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