

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.

HAMPDEN COUNTY SUPERIOR COURT
FILED

AUG 25 2026

Janice G. [Signature]
CLERK OF COURTS

~~[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 25 day of AUGUST, 2026 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 March 1st, 2026, 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. Zero (0) 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.

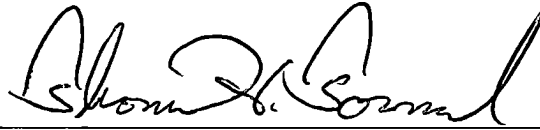
27. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims 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 25 day of AUGUST, 2026.

A handwritten signature in black ink, appearing to read "Thomas H. Townsend", written over a horizontal line.

THOMAS H. TOWNSEND
JUSTICE OF THE SUPERIOR COURT