

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss

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

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

Plaintiffs,

v.

GANDARA MENTAL HEALTH CENTER,
INC.,

Defendant.

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

On March 11, 2026, this Court preliminarily approved a class action settlement between Plaintiffs Eugene Mitchell, Wanda Delrio, and Raffaele Santaniello (“Plaintiffs”), individually and as Class Representatives, and Defendant Gandara Mental Health Center, Inc. (“Defendant”) (collectively, the “Parties”), relating to a data incident in which an unauthorized third party accessed Defendant’s data on or about June 20, 2024, resulting in the third party’s access to protected health information (“PHI”) and personally identifiable information (“PII”) belonging to Plaintiffs and members of the Settlement Class (the “Data Security Incident”). The Court conditionally certified a settlement class of approximately 17,543 persons. Following preliminary approval of the proposed settlement, notice was successfully disseminated to the Settlement Class in accordance with the Court's order. The reaction to the Settlement has been positive; indeed, to date, no Class Members have objected.

The preliminarily-approved settlement, as set forth in the executed Settlement Agreement (“Settlement Agreement,” or “SA”) previously submitted to the Court as Exhibit 1 to the Motion for Preliminary Approval, resolves Plaintiffs’ claims against Gandara Mental Health Center, Inc. (“Defendant”) on a class-wide basis. The Settlement is fair, reasonable, and adequate under Massachusetts law, reflects a sound exercise of the Court’s discretion, has been well-received by the Settlement Class, and satisfies the standards articulated by the Supreme Judicial Court for final approval. Accordingly, final approval is warranted. Defendant does not oppose this Motion.

I. BACKGROUND

A. The Data Security Incident.

Plaintiffs’ claims in the Litigation arise out of a June 20, 2024 incident in which third-party cybercriminals gained unauthorized access to Defendant’s systems (the “Data Security Incident”). SA p. 1. An investigation determined that certain PII/PHI¹ of Plaintiffs and Class Members was acquired without authorization. *Id.* Defendant began providing notice of the Data Incident to impacted individuals in October 2024, ultimately reaching a total notice population of approximately 17,543 individuals. *Id.*

B. Litigation and Procedural History.

On November 1, 2024, Plaintiff Eugene Mitchell filed a Class Action Complaint in the case *Eugene Mitchell v. Gandara Mental Health Center*, No. 2479CV00652 (the “*Mitchell* Action”). Then, on November 15, 2024, Plaintiff Wanda Delrio filed her Class Action Complaint

¹ PHI means protected health information; is a category of information that refers to an individual’s medical records and history, which is protected under the Health Insurance Portability and Accountability Act (“HIPAA”), which may include test results, procedure descriptions, diagnoses, personal or family medical histories and data points applied to a set of demographic information for a particular patient. PII means personally identifiable information, which generally incorporates information that can be used to distinguish or trace an individual’s identity and is generally defined to include certain identifiers that do not on their face name an individual but that are considered to be particularly sensitive and/or valuable if in the wrong hands (for example, Social Security numbers, passport numbers, driver’s license numbers, financial account numbers).

in the case *Wanda Delrio v. Gandara Mental Health Center*, No. 24CV693 (“the *Delrio* Action”). On February 25, 2025, Plaintiff Delrio voluntarily dismissed the *Delrio* Action without prejudice.

On January 29, 2025, Plaintiff Mitchell filed an Amended Class Action Complaint, adding Wanda Delrio and Raffaele Santaniello as co-Plaintiffs. On February 18, 2025, the Parties jointly requested that the Court stay the case pending mediation. Dkt. No. 8. Subsequently, on February 20, 2025, the motion was granted.

C. Negotiation of the Settlement.

On June 3, 2025, the Parties engaged in a full-day mediation session with experienced mediator Brad Honoroff of The Mediation Group. Joint Declaration of Class Counsel in Support of Motion for Final Approval (“Joint Decl.”), attached as **Exhibit 1**, ¶ 11. The negotiations were hard fought, and the Parties were unable to reach an agreement during the mediation. *Id.*

Afterwards, the Parties continued to negotiate with the assistance of the mediator and ultimately reached an agreement in principle on September 10, 2025. *Id.* The Parties subsequently finalized their agreement, and Plaintiffs moved for preliminary approval of the Settlement on December 4, 2025. Dkt. No. 16. An in-person hearing was conducted before the Court on January 12, 2026 in which this Court identified several substantive and stylistic changes that were required to the Settlement Agreement and its exhibits, including the forms of notice, the claim form, and the proposed Orders. After counsel for the Parties implemented the changes and filed a Renewed Motion for Preliminary Approval, *see* Dkt. No. 20.0, this Court granted preliminary approval on March 11, 2026.

The Court preliminarily certified the following Settlement Class for purposes of settlement:

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

SA ¶ 32.

II. THE SETTLEMENT

A. Summary of the Settlement Terms.

Monetary Benefits. All Settlement Class Members who submit a valid and timely Approved Claim using the Claim Form may choose from the following monetary benefits: (i) reimbursement of up to \$500.00 for Ordinary Losses and/or four hours of attested Lost Time at \$25.00 per hour; and (ii) reimbursement of up to \$5,000.00 in Extraordinary Losses. SA ¶¶ 39(a) and (b). Alternatively, Settlement Class Members may elect to receive a flat cash payment of \$60.00. *Id.* ¶ 40. These reimbursements are subject to an Aggregate Cap of \$900,000.00. *Id.* ¶ 41.

Payment Timing and Method. 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. SA ¶ 45(a). Within thirty (30) days of receiving this accounting, Defendant or its insurer shall transmit the funds needed to pay Approved Claims. *Id.* Payments for Approved Claims shall be issued in the form of a check or via electronic means and sent as soon as practicable after the Settlement Administrator receives the funds. *Id.* ¶ 45(b).

Non-Monetary Relief and Business Practice Changes. In addition to the monetary benefits available, Settlement Class Members can claim three (3) years of CyEx Medical Shield Complete which includes \$1,000,000.00 in identity theft protection insurance, among other features. *Id.* ¶ 8, 38. The Settlement also confers a benefit on the entire Settlement Class, regardless of whether they submit a Claim Form, in the form of Defendant's Business Practice Commitments.

See id. ¶ 42. The Settlement mandates that Defendant “has implemented, and will continue to maintain, appropriate security measures” to secure the Private Information of Plaintiffs and Class Members. *Id.*

Attorneys’ Fees and Expenses. In accordance with the Settlement Agreement, Settlement Class Counsel has submitted their request to the Court for payment of a Fee Award and for reimbursement of Costs incurred in prosecuting and settling the Litigation, equal to \$212,000. *Id.* ¶ 69.

Service Award. In accordance with the Settlement Agreement, Settlement Class Representatives and Settlement Class Counsel have submitted a request to the Court for payment of Service Awards of \$2,500 per Plaintiff for their efforts serving as Class Representatives. *Id.* ¶ 67. Class Counsel previously requested Court approval of the attorneys’ fees and expenses and the Service Award on June 12, 2026, prior to the objection deadline of July 23, 2026.

Costs of Settlement 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. *Id.* ¶ 54. These costs include 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. *Id.* ¶ 21. 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. *Id.*

Dismissal and Release of Claims. In exchange for the proposed settlement consideration and upon the Effective Date of the Settlement, Plaintiffs and Settlement Class Members shall be deemed to have completely released and forever discharged all claims and causes of action pleaded or that could have been pleaded related to the Incident. *Id.* ¶ 64.

B. Settlement Administration and Notice Plan.

The Court-approved Settlement Administrator is Angeion Group, LLC (“Angeion”). Following the Court’s issuance of the Preliminary Approval Order, Angeion successfully completed the Notice plan set forth in the Settlement. *See* Declaration of Navid Zivari (“Angeion Decl.”), attached as **Exhibit 2**, ¶¶ 5-15.

Pursuant to the Preliminary Approval Order, Defendant provided Angeion with the Class List containing the names and last known mailing addresses, where available, of all Settlement Class members—in other words, information sufficient to provide Settlement Class Members with direct notice. *Id.* ¶ 4. Angeion then deduplicated the records in the Class List, identifying 17,956 unique Settlement Class Members. *Id.* Angeion also processed the names and addresses through the United States Postal Service National Change of Address database to identify updated addresses. *Id.* ¶ 6. The Short Form Notices were then mailed directly to the Settlement Class Members on April 24, 2026. *Id.* at ¶ 5. When Short Form Notices were returned as undeliverable, the Postcard Notices were re-mailed to any forwarding address provided or, where there was no forwarding address provided, Notices were subjected to an address verification search (“skip trace”) and re-mailed to any updated address *Id.* at ¶¶ 7-8. Through the skip trace efforts, Angeion was able to successfully locate an updated address and re-send 3,989 of those Notices. *Id.* ¶ 8.

In conjunction with the Notices, Angeion established an informational Settlement Website, www.gandarasettlement.com. *Id.* ¶ 11. The Settlement Website was designed to be user-friendly

and available in both English and Spanish to allow Settlement Class Members to find general information about the Settlement, including important dates and deadlines pertinent to the Settlement, and to view or download Court documents, including the Long Form Notice and Claim Form. *Id.* Settlement Class Members were able to submit a Claim Form through a secure online portal on the Settlement Website. *Id.* Angeion also established a toll-free telephone support line dedicated to this Settlement

Notice was successfully mailed to at least 82.6% of Settlement Class Members. *Id.* ¶ 10. The deadline for Settlement Class Members to file claims was July 23, 2026. *Id.* ¶ 17.

C. The Reaction of the Settlement Class to the Settlement.

The reaction of the Settlement Class to the Settlement has been overwhelmingly positive. 1,266 Claim Forms were submitted, resulting in a claims rate of 7.05%. *Id.* The deadline to submit any objection to the Settlement was July 23, 2026. *Id.* ¶ 18. Angeion has received zero objections to the Settlement. *Id.*

III. ARGUMENT

A. Final Approval of the Settlement is Warranted.

The Settlement is an excellent result for the Settlement Class. It provides significant financial relief to participating Settlement Class Members as compensation for the Released Claims, and relieves the Parties of the burden, uncertainty, and risk of continued litigation. The Settlement is fair, reasonable, and adequate, and the Court should grant final approval.

A class action settlement may be granted final approval when the Court determines it is fair, reasonable, and adequate. *Sniffin v. Prudential Ins. Co.*, 395 Mass. 415, 421 (1985). The Court should consider “various factors,” *id.*, but there “is no single litmus test for a settlement’s approval.” *Gulbankian v. MW Mfrs., Inc.*, No. 10-10392, 2014 WL 7384075, at *1 (D. Mass. Dec.

29, 2014).² When granting a settlement final approval, Massachusetts courts generally consider factors such as the “1. Likelihood of recovery, or likelihood of success; 2. Amount and nature of discovery or evidence; 3. Settlement terms and conditions; 4. Recommendation and experience of counsel; 5. Future expense and likely duration of litigation; 6. Recommendation of neutral parties, if any; 7. Number of objectors and nature of objections; and 8. The presence of good faith and the absence of collusion.” *Vermont Pure Holdings, Ltd. v. Berry*, No. 06-1814, 2010 WL 1665258, at*10 (Mass. Super. Feb. 8, 2010) (quoting 4 *Newberg on Class Actions* § 11:43 (4th ed. 2002)); cf. *Cohen v. Brown Univ.*, 16 F.4th 935, 943 (1st Cir. 2021) (quoting Fed. R. Civ. P. 23(e)(2)) (considering whether “(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate[;] and (D) the proposal treats class members equitably relative to each other.”). Application of the relevant factors demonstrates that the Settlement is fair, reasonable, and adequate, and should receive final approval.

1. Strength of Plaintiffs’ Case Balanced Against the Extent of the Settlement Offer

The most important consideration in evaluating a proposed class settlement is the strength of the plaintiffs’ claims balanced against the relief obtained. *Sniffin*, 395 Mass. at 421. This inquiry does not require the Court to resolve disputed merits issues, but rather to assess whether the settlement represents a reasonable compromise in light of the risks of continued litigation.

Here, continued litigation would present meaningful risks to Plaintiffs and the Settlement Class. Defendant disputes liability, challenges the existence of cognizable damages, and would

² Massachusetts courts find federal class action case law “analogous and extremely useful” due to the similarities between Fed. R. Civ. P. 23 and Mass. R. Civ. P. 23. See *Kingara v. Secure Home Health Care Inc.*, 489 Mass. 393, 395 (2022).

contest class certification. Data breach cases, in particular, present recurring issues of proof concerning causation, damages, and individualized impacts that could impede class-wide recovery.

Against those risks, the Settlement provides immediate, concrete relief to Settlement Class Members, including the opportunity to recover documented out-of-pocket losses, receive cash payments in lieu of providing documentation, and obtain identity theft protection services. Importantly, this relief is available now, without the delay, expense, and uncertainty inherent in further litigation.

Considered as a whole, the Settlement reflects a fair and reasonable compromise that weighs in favor of final approval.

2. Complexity, Length, and Expense of Further Litigation

In the absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Continued proceedings necessary to litigate this matter to final judgment would likely include substantial motion practice, extensive fact discovery, class certification proceedings, dispositive motions, and, of course, a trial and appeal. Given the complex nature of the security breach at issue, a battle of the experts at trial is almost a certainty and, as such, continued proceedings would likely include substantial expert discovery and significant motion practice related to such. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal any decision on the merits, as well as any decision on class certification. Thus, the immediate and considerable relief provided to the Settlement Class under the Settlement weighs heavily in favor of its approval compared to the inherent risk and delay of a prolonged litigation, trial, and appeals process. The Settlement avoids these expenses, delays, and risks and gives Settlement Class Members certain relief.

3. The Nature and Extent of Opposition to the Settlement

Courts “consider the existence of any objection as a factor” when analyzing whether to grant a class action settlement final approval. *Sniffin*, 395 Mass. at 426. This factor can be analyzed by comparing the number of objections to the number of claimants, in light of the extent to which notice reached absent class members. *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005). Here, notice successfully reached at least 82.6% Settlement Class Members. *See* Angeion Decl. ¶ 10. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches³ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁴ As of July 27, 2026, the Settlement Administrator had received 1,266 claim forms. *Id.* ¶ 17. As of the Objection Deadline, zero Settlement Class Members have submitted objections to the Settlement. *Id.* ¶ 18. The absence of objections is indicative of class approval. *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 118 (2d Cir. 2005). As the Settlement Class supports the Settlement, this factor supports final approval.

In addition, the claims rate of approximately 7.05% reflects a positive reaction to the settlement and aligns with claims rates achieved in many class settlements that have received final approval. *See, e.g., Murray v. New Horizons Medical Inc.*, No. 2481CV01915 (Mass. Super. Ct. Sep. 24, 2025) (approving settlement with claims rate of approximately 1.19%); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377–78 (S.D. Fla. 2007) (approving settlement with claims rate of approximately 1.1%); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal.

³ Fed. Jud. Ctr., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

⁴ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d ed. 2010).

2020) (approving settlement with a 0.83% claims rate); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-2522, 2017 WL 2178306, at *1-2 (D. Minn. May 17, 2017) (0.23% claims rate).

4. Stage of the Proceedings and Amount and Nature of Discovery

The amount and nature of the discovery conducted by the Parties support final approval. Class Counsel thoroughly investigated the Data Breach and Defendant prior to filing the Complaint. *See* Joint Decl. ¶ 6. Prior to reaching a settlement, the Parties exchanged informal discovery which helped provide a clear view of the strengths and weaknesses of their positions. *Id.* ¶ 10. This factor favors approval. *E.g., Robinson v. Nat'l Student Clearinghouse*, 14 F.4th 56, 59 (1st Cir. 2021) (finding final approval properly granted where defendant had provided informal pre-mediation discovery); *see also Curtis v. Scholarship Storage Inc.*, No. 14-303, 2016 WL 3072247, at *2 (D. Me. May 31, 2016) (“While the parties did reach agreement before many of the complex issues were raised, [the Court is] satisfied that they had sufficient information about the strengths and weaknesses of the claims at issue to make informed decisions about settlement.”).

5. The Presence of Good Faith and Absence of Collusion

The Settlement is the result of arm's length, good-faith negotiations and was not reached via collusive methods. The Parties, represented by experienced counsel, engaged in extensive arm's length negotiations. The Parties only reached a settlement after engaging in settlement communications and informal discovery, exchanging information about the number of breach victims, the types of information compromised in the breach, and Defendant's investigation of, and response to, the Data Security Incident. Under these facts, the Settlement was clearly reached in good faith and without collusion. *See Robinson*, 14 F.4th at 59 (internal quotations omitted) (finding good faith where defendant provided pre-mediation discovery and stating “[w]here the

parties negotiated at arm's length and conducted sufficient discovery, the district court must presume the settlement is reasonable.”).

B. The Court Should Certify the Settlement Class

Under Rule 23, a class may be certified if “(1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims... the representative parties are typical of the claims... of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.” Mass. R. Civ. P. 23(a). Additionally, the Court must find “questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Mass. R. Civ. P. 23(b). Pursuant to the Preliminary Approval Order, the Court provisionally found that Rule 23's requirements were satisfied. Nothing has occurred since that ruling to undermine the Court’s prior findings under Rule 23.

1. The Requirements of Rule 23(a) are Met

Rule 23(a) requires a showing of numerosity, commonality, typicality, and adequacy. *See, e.g., Fletcher v. Cape Cod Gas Co.*, 394 Mass. 595, 597 (1985). Here, all of these elements are satisfied. Numerosity is satisfied because there are approximately 17,956 Settlement Class Members, making joinder clearly impractical. *See, e.g., Delgado v. Arbor Homecare Servs., LLC*, No. ESCV201500471B, 2016 WL 3368735, at *2 (Mass. Super. May 10, 2016) (finding class of 376 satisfied numerosity); *Gammella v. P.F. Chang's China Bistro, Inc.*, 482 Mass. 1, 12 (2019) (class of approximately 7,000 satisfied numerosity).

Commonality is satisfied because all Settlement Class Members' claims arise out of the same Data Security Incident, and all Class Members were injured by the Data Security Incident in

a substantially similar way. There are many questions of law and fact common to all Settlement Class Members including, *inter alia*, whether Defendant had duties to safeguard the Personal Information in its possession; whether Defendant violated those duties; whether implied contracts existed between Settlement Class Members and Defendant; and whether Settlement Class Members are entitled to damages and the measure of such damages and relief. As such, commonality is satisfied. *See, e.g., Delgado*, 2016 WL 3368735, at *2 (commonality met where “class members have a common interest that arises out of a common relationship to a definite wrong”); *Schrier v. Banknorth, N.A. Massachusetts*, No. 021050B, 2004 WL 3152399, at *2 (Mass. Super. Dec. 30, 2004) (commonality satisfied where issue of whether defendant acted unfairly or deceptively was a question common to all class members).

The typicality requirement is also satisfied. “The requirement for typicality is satisfied when there is ‘a sufficient relationship... between the injury to the named plaintiff and the conduct affecting the class.’” *Schrier*, 2004 WL 3152399, at *3 (alteration in original) (quoting *Weld v. Glaxo Wellcome, Inc.*, 434 Mass. 81, 87 (2001)). Here, the claims of Plaintiffs are typical of the claims of the Settlement Class. Plaintiffs’ and Settlement Class Members’ claims arise from the same nucleus of facts relating to the Data Breach, pertain to a common Defendant, and are based on the same legal theories; therefore, the typicality requirement is satisfied. *See Salvas v. Wal-Mart Stores, Inc.*, No. 013645, 2004 WL 3218424, at *4 (Mass. Super. Dec. 30, 2004) (finding typicality where plaintiffs were members of the same group, and injured by the same defendant in the same way, as all class members).

Finally, Plaintiffs and Class Counsel are fair and adequate representatives of the Settlement Class. Plaintiffs have no potential conflicts with other members of the Settlement Class. Additionally, Class Counsel are highly experienced in class actions, and have demonstrated their

commitment to prosecuting this Litigation vigorously on behalf of the Class. Adequacy is therefore satisfied. *See id.* (finding adequacy where there was no discernible conflict between plaintiffs and the class, and plaintiffs' counsel were experienced in class actions).

2. The Requirements of Rule 23(b) are Met

Rule 23(b)'s requirements are also satisfied. Plaintiffs' claims depend on whether Defendant had reasonable data security measures in place to protect Plaintiffs' and Settlement Class Members' PII/PHI, and whether Defendant could have prevented unauthorized exposure of Plaintiffs' PII/PHI or mitigated its effects with more adequate data protection. These questions can be resolved by resorting to common evidence for all Settlement Class Members, including Defendant's internal documents, testimony of their employees, and expert analysis. Common questions of law or fact predominate over individual questions as Plaintiffs have alleged a common course of conduct on the part of Defendant, and assert claims that can be proven by common evidence. *See Delgado*, 2016 WL 3368735, at *4.; *Weld v. CVS Pharmacy, Inc.*, No. CIV.A. 98-0897, 1999 WL 1565175, at *5 (Mass. Super. Nov. 19, 1999). In addition, the class action mechanism is superior for resolving this matter given the very large size of the proposed class and the expense, complexity, and burden of individual actions, especially in light of the relatively small damages Class Members might receive. *See, e.g., Delgado*, 2016 WL 3368735, at *5.

C. Notice Was Effective

Under Mass. R. Civ. P. 23(d), proper notification should be given to Class Members to protect the class's interest on whose behalf the action is brought or defended.

As detailed in Section II (C) above, the Settlement Administrator distributed Notice as contemplated in the Settlement. Notice was successfully mailed to at least 82.6% of Settlement Class Members. *Id.* ¶ 10. Notice was also provided through the public settlement website.

Accordingly, notice was effective in satisfaction of Mass. R. Civ. P. 23(d). *See Wright v. S. New Hampshire Univ.*, 565 F. Supp. 3d 193, 207 (D.N.H. 2021) (notice to class via direct email and mail notice “constitute[d] a reasonable manner of providing notice to those parties who would be bound by the terms of the proposed settlement agreement”); *Meaden v. HarborOne Bank*, No. 23-CV-10467-AK, 2023 WL 3529762, at *4 (D. Mass. May 18, 2023) (same).

As of July 27, 2026, Angeion has received 1,266 Claim Forms, Angeion Decl. ¶ 17, resulting in a claims rate of 7.05%. This claims rate far exceeds the claims rate in many other data breach class actions that have been granted final approval. *See, e.g., Carter v. Vivendi Ticketing US LLC*, No. SACV2201981CJCDFMX, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (finding claims rate of 1.6% “in line with claims rates in other data breach class action settlements that courts have approved”); *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (granting final approval to a data breach settlement with a claims rate of 0.66%); *In re Forefront Data Breach Litig.*, No. 21-CV-887, 2023 WL 6215366, at *2 (E.D. Wis. Mar. 22, 2023) (“A claims rate of 1.46% is generally in line with the rate experienced in other data breach class actions.”); *Schneider*, 336 F.R.D. at 599 (“Here, the 0.83% claims rate ... is on par with other consumer cases, and does not otherwise weigh against approval”).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order (1) finally certifying the Settlement Class for settlement purposes; (2) granting final approval of the Settlement; (3) finding that Notice has been conducted in accordance with the Court-approved notice plan and due process; (4) granting Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses,

and Service Awards; and (5) dismissing with prejudice Plaintiffs' and Settlement Class Members' claims against Defendant relating to the Data Security Incident.

DATE: August 11, 2026

Respectfully submitted,

By: /s/ Christina Xenides

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*Attorneys for Plaintiffs and the Proposed Settlement
Class*

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2026, I electronically filed the foregoing and served true copies of the above document upon all counsel of record.

Respectfully submitted,

By: /s/ Christina Xenides

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EXHIBIT 1

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss

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

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

Plaintiffs,

v.

GANDARA MENTAL HEALTH CENTER,
INC.,

Defendant.

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

We, Kenneth Grunfeld, Raina C. Borrelli, and Leigh Montgomery, declare as follows:

1. We are Class Counsel for the Plaintiffs in the above-captioned case. We submit this Declaration in connection with Plaintiffs’ motion for final approval of the proposed class action settlement with Gandara Mental Health Center, Inc. (“Defendant”).
2. We have personal knowledge of the facts in this declaration and could testify to them if called to do so.
3. Plaintiffs allege that third-party cybercriminals infiltrated the computer systems of Defendant and accessed the PHI/PII of Plaintiffs and Class Members on June 20, 2024 (i.e., the Data Security Incident). The Data Security Incident allegedly impacted the current and former patients of Defendant.

4. The information compromised in the Data Security Incident potentially includes names, addresses, dates of birth, driver's license numbers, Social Security numbers, medical treatment, diagnosis information, and health insurance information.

5. On October 24, 2024, Defendant provided notice of the Data Security Incident to Plaintiffs and Class Members (the "Notice").

6. Class Counsel thoroughly investigated the Data Breach and Defendant prior to filing the Complaint.

7. On November 1, 2024, Plaintiff Eugene Mitchell filed a Class Action Complaint in the case *Eugene Mitchell v. Gandara Mental Health Center*, No. 2479CV00652 (the "*Mitchell* Action"). Then, on November 15, 2024, Plaintiff Wanda Delrio filed Class Action Complaint in the case *Wanda Delrio v. Gandara Mental Health Center*, No. 24CV693 ("the *Delrio* Action"). On February 25, 2025, Plaintiff Delrio voluntarily dismissed the *Delrio* Action without prejudice.

8. On January 29, 2025, Plaintiff Mitchell filed an Amended Class Action Complaint, adding Wanda Delrio and Raffaele Santaniello as co-Plaintiffs.

9. On February 18, 2025, the Parties jointly requested that the Court stay the case pending mediation. Subsequently, on February 20, 2025, the motion was granted.

10. Prior to reaching a Settlement, the Parties exchanged informal discovery which helped provide a clear view of the strengths and weaknesses of their positions.

11. On June 3, 2025, the Parties engaged in mediation with experienced mediator Brad Honoroff of The Mediation Group. Although a settlement was not reached during mediation, the Parties continued to engage in extensive arm's-length settlement negotiations with Mr. Honoroff's assistance. After a hard-fought negotiation, the parties reached a class-wide settlement on September 10, 2025.

12. In the weeks and months that followed, the Parties diligently negotiated and edited drafts of the Settlement Agreement, the Notices, a Claim Form, and other exhibits, and agreed Angeion Group, LLC would serve as Settlement Administrator.

13. As previously noted, Class Counsel has experience in the prosecution of class actions, including data breach and privacy lawsuits such as this action. Class Counsel's experience was previously set forth in detail in the now-granted Motion for Preliminary Approval. Based on our experience and knowledge regarding the factual and legal issues in this matter, and given the substantial benefits provided by the Settlement, it is our opinion that the proposed Settlement in this matter is fair, reasonable, and adequate, is in the best interests of the Settlement Class Members, and should be finally approved by the Court.

14. Settlement Class Counsel have not received any objections to the Settlement.

We declare under penalty of perjury that the foregoing is true and correct.

Executed on August 11, 2026

Respectfully submitted,

/s/ Kenneth Grunfeld
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lmontgomery@eksm.com

*Attorneys for Plaintiffs and the Proposed
Settlement Class*

EXHIBIT 2

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COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

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

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

Plaintiffs,

v.

GANDARA MENTAL HEALTH CENTER,
INC.,

Defendant.

**DECLARATION OF NAVID ZIVARI OF ANGEION GROUP, LLC RE:
SETTLEMENT ADMINISTRATION**

I, Navid Zivari, declare and state as follows:

1. I am a Project Manager at the class action notice and settlement administration firm Angeion Group, LLC (“Angeion”), located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion.

2. Angeion was appointed by the Court to serve as the Settlement Administrator pursuant to the Court’s Order granting *Plaintiffs’ Unopposed Renewed Motion for Preliminary Approval of the Class Action Settlement Agreement* (“Preliminary Approval Order”).

3. The purpose of this declaration is to provide the Court and the Parties with a summary of the work performed by Angeion to effectuate notice and to administer the Settlement in accordance with the *Settlement Agreement and Release* (“Settlement Agreement”).

1
2 **SETTLEMENT CLASS MEMBER RECORDS**

3 4. On October 16, 2025, Defendant’s Counsel provided Angeion with one
4 electronic file containing 17,969 Settlement Class Member records, which contained the
5 names and last known mailing addresses of Settlement Class Members. Angeion reviewed the
6 data file and removed duplicative records, resulting in 17,956 unique Settlement Class
7 Member records (“Class List”). All of the 17,956 unique Settlement Class Member records
8 contained a valid mailing address.

9 **DIRECT NOTICE**

10 **Mailed Notice**

11 5. On April 24, 2026, Angeion caused the Short Form Notice (“Mail Notice”) to
12 be mailed via the United States Postal Service (“USPS”) first-class mail, postage prepaid, to
13 the 17,956 Settlement Class Members. A true and correct copy of the Mail Notice is attached
14 hereto as **Exhibit A**.

15 6. Prior to mailing the Mail Notice, the mailing addresses were processed through
16 the USPS National Change of Address (“NCOA”) database to identify updated addresses for
17 individuals who have moved within the last four years and who filed a change of address card
18 with the USPS. The NCOA process resulted in 1,153 updated addresses. The Class List was
19 updated with these addresses prior to mailing notice.

20 7. As of July 27, 2026, the USPS has returned 129 Notices with a forwarding
21 address. The Class List was updated with the forwarding address, and Notices have been
22 remailed to these Settlement Class Members.

23 8. As of July 27, 2026, the USPS returned a total of 5,876 Notices as
24 undeliverable *without* a forwarding address. Records returned as undeliverable without a
25 forwarding address were subjected to an address verification search (“skip trace”) in an
26 attempt to locate an updated address. As a result of the skip trace efforts, a total of 3,989
27 updated addresses were identified. Angeion updated the Class List and re-mailed Notices to
28 the 3,989 updated addresses.

1 9. Through July 27, 2026, 1,223 of the re-mailed Notices have been returned as
2 undeliverable by the USPS a second time.

3 10. As of July 27, 2026, Notice has been successfully delivered to 82.6% of
4 Settlement Class Members.¹

5 **SETTLEMENT WEBSITE**

6 11. On April 24, 2026, Angeion established the following website dedicated to this
7 Settlement: www.gandarasettlement.com (“Settlement Website”). The Settlement Website
8 was designed to be user-friendly and available in both English and Spanish to allow
9 Settlement Class Members to find general information about the Settlement, including
10 important dates and deadlines pertinent to the Settlement, view or download Court documents,
11 including the Long Form Notice and Claim Form, and find answers to frequently asked
12 questions. Settlement Class Members are able to submit a Claim Form through a secure online
13 portal on the Settlement Website.

14 12. The Settlement Website also has a “Contact Us” page which provides
15 Settlement Class Members with the contact information for the Settlement Administrator and
16 allows Settlement Class Members to submit questions regarding the Settlement.

17 13. True and accurate copies of the Long Form Notice and Claim Form are
18 attached hereto as **Exhibits B** and **C**, respectively.

19 14. As of July 27, 2026, the Settlement Website has had 1,910 unique visitors,
20 resulting in approximately 9,182 total page views.

21 **TOLL-FREE TELEPHONE SUPPORT**

22 15. On April 24, 2026, Angeion established the following toll-free telephone
23 support line dedicated to this Settlement: 1-866-426-4230. The toll-free support line utilizes
24 an interactive voice response (“IVR”) system to provide Settlement Class Members with a
25 summary of their rights and options under the Settlement, responses to frequently asked
26

27
28 ¹ Notice is considered successfully delivered if the initial Notice has not been returned as undeliverable by the USPS or
if a Notice has been re-mailed to an updated address and not returned as undeliverable a second time by the USPS.

questions and essential information regarding the Settlement, including important dates and deadlines, in both English and Spanish. The toll-free support line is accessible to Settlement Class Members 24 hours a day, 7 days a week.

16. As of July 27, 2026, the toll-free support line has received 158 calls, totaling 678 minutes.

CLAIM FORM SUBMISSIONS

17. The deadline for Settlement Class Members to submit a Claim Form was July 23, 2026. As of July 27, 2026, Angeion has received 1,266 Claim Forms (757 via mail and 509 via the online portal).

18. The following table summarizes the settlement benefits selected across the 1,266 Claim Forms received as of July 27, 2026:

Settlement Benefit	Number of Claim Forms that Selected Benefit ²
Credit Monitoring	351
Alternative Cash Payment	972
Lost Time	135
Out of Pocket Losses	41
Extraordinary Out of Pocket Losses	18
No Benefit Selected ³	118

19. These Claim Form submissions are still subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions. Angeion will continue to report to the Parties the number of Claim Form submissions it receives and processes.

OBJECTIONS

20. The deadline for Settlement Class Members to object to the Settlement was July 23, 2026. As of July 27, 2026, Angeion has not received any objection to the Settlement.

² Claim Forms could have been selected for multiple settlement benefits, e.g., Credit Monitoring and the Alternative Cash Payment.

³ Claims submitted which did not select a settlement benefit will receive a deficiency notice.

1 21. Angeion will keep the Parties apprised of any objections received after the
2 deadline.

3 **NOTICE AND ADMINISTRATION EXPENSES**

4 22. Through June 30, 2026, the cost of providing notice and administration
5 services totaled \$54,574.64. Angeion estimates that the remaining cost to complete the
6 administration will be \$12,210.86 bringing total costs of providing notice and administration
7 services to \$66,785.50.⁴

8
9 I hereby declare under penalty of perjury that the foregoing is true and correct to the best of
10 my knowledge.

11
12 Dated: August 6, 2026

13 Navid Zivari
14 Navid Zivari

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28 ⁴ This final estimate is based on certain assumptions including a single distribution. Out of scope services are subject to additional costs.

Exhibit A

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.**

Gandara Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MAG

1

Electronic Service
Requested



Postal Service: Please do not mark barcode

Notice ID: [REDACTED]

Confirmation Code: [REDACTED]

P1 S1 *****AUTO**ALL FOR AADC 070



GANDARA SETTLEMENT ALTERNATIVE CASH PAYMENT CLAIM FORM



Notice ID: [REDACTED]

Confirmation Code: [REDACTED]

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 www.gandarasettlement.com.

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 ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account:

*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 www.gandarasettlement.com for a full description of the Settlement benefits.

How To Get Benefits: Visit www.gandarasettlement.com 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 **July 23, 2026** or submitted by mail must be postmarked no later than **July 23, 2026**.

Your Other Options: If you do not like the Settlement or any of its terms, you may **object** to the Settlement by **July 23, 2026**. Please visit www.gandarasettlement.com 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 **August 25, 2026, at 2:00 P.M. ET at 50 State Street, Springfield, MA 01103**, 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 www.gandarasettlement.com for updates

This Notice is only a Summary. Please visit www.gandarasettlement.com or call toll-free 1-866-426-4230 for more information.



PLACE
STAMP
HERE

GANDARA SETTLEMENT ADMINISTRATOR
1650 ARCH ST STE 2210
PHILADELPHIA PA 19103-2041



Exhibit B

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: JULY 23, 2026	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: JULY 23, 2026	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 object, you may also file a Claim Form to receive Settlement benefits.
GO TO THE FINAL APPROVAL HEARING AUGUST 25, 2026	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 WWW.GANDARASETTLEMENT.COM or call toll-free 1-866-426-4230.

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 (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.

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 www.gandarasettlement.com, or call toll-free 1-866-426-4230. You may also email the Settlement Administrator at info@gandarasettlement.com.

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 July 23, 2026:

- 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 July 23, 2026;
- 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.

Questions? Visit WWW.GANDARASETTLEMENT.COM or call toll-free 1-866-426-4230.

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 www.gandarasettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

Visit www.gandarasettlement.com 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 **July 23, 2026**. Claim Forms submitted by mail must be postmarked no later than **July 23, 2026**.

Settlement Class Members can also request a Claim Form by calling toll-free 1-866-426-4230 or by writing to the Settlement Administrator.

Mail: Gandara Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: info@gandarasettlement.com

13. Where do I send my completed Claim Form?

Completed Claim Forms, along with supporting documentation may be mailed to the Gandara Settlement Administrator at: 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **July 23, 2026**.

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.

Questions? Visit WWW.GANDARASETTLEMENT.COM or call toll-free 1-866-426-4230.

Settlement payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. 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 www.gandarasettlement.com 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 **July 23, 2026**.

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 **July 23, 2026**.

Court
Springfield District Court 50 State Street Springfield, MA 01103

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 **August 25, 2026, at 2:00 P.M. ET** in **Courtroom 4**, located at **50 State Street, Springfield, MA 01103**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.gandarasettlement.com 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 www.gandarasettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: Gandara Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: info@gandarasettlement.com

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

Questions? Visit www.gandarasettlement.com or call toll-free 1-866-426-4230.

Exhibit C

**Your claim must
be submitted
online or
postmarked by:
July 23, 2026**

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 www.gandarasettlement.com or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than July 23, 2026.

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 July 23, 2026:

- 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 July 23, 2026;
- 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.GANDARASETTLEMENT.COM OR CALL TOLL-FREE 1-866-426-4230

**Your claim must
be submitted
online or
postmarked by:
July 23, 2026**

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>

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GMHC-CLAIM

Total Documented Losses Claimed:	
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IV. LOST TIME

☐ Check this box if you are seeking reimbursement for time spent dealing with issues related to the Data Security Incident.

Indicate the number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours

I hereby attest under penalty of perjury that the lost time claimed above was spent in response to the Data Security Incident, as described below:

V. EXTRAORDINARY LOSSES

☐ Check this box if you are seeking compensation for Extraordinary Losses up to \$5,000.00.

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>
Total Documented Losses Claimed:	

VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive an Alternative Cash Payment in the amount of \$60.00. You are not eligible for this payment if you are seeking compensation for Ordinary Losses, Extraordinary Losses and/or reimbursement of Lost Time.

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VII. PAYMENT SELECTION

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

☐ PayPal ☐ Venmo ☐ Zelle ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo, or Zelle account:

***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 July 23, 2026.

**Gandara Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103**

Case # 2479CV00652 - 2479CV00652 Eugene Mitchell Individually a

Envelope Information

Envelope Id 5225453	Submitted Date 8/11/2026 5:22 PM EST	Submitted User Name cxenides@sirillp.com
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Case Information

Location Superior Court - Hampden	Category Contract / Business Cases	Case Type Other Contract Action
Case # 2479CV00652		

Filings

Filing Type EFile	Filing Code Motion – Other
Filing Description Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement	
Client Reference Number 13271	
Filing on Behalf of Eugene Mitchell,Wanda Delrio, on behalf of themselves and all others similarly situated,Raffaele Santaniello, on behalf of themselves and all others similarly situated	
Filing Status Submitted	

Lead Document

File Name	Description	Security	Download
1 - 08.10.26 Gandara - Motion for Final Approval to file.pdf	1 - 08.10.26 Gandara - Motion for Final Approval to file.pdf	Court Use Only: Filing	Original File

Filing Type

EFile

Filing Code

Memorandum (options)

Filing Description

Plaintiffs' Memorandum of Law In Support
of Unopposed Motion for Final Approval of
Class Action Settlement

Client Reference Number

13271

Filing on Behalf of

Eugene Mitchell,Wanda Delrio, on behalf
of themselves and all others similarly
situated,Raffaele Santaniello, on behalf of
themselves and all others similarly
situated

Filing Status

Submitted

Lead Document

File Name	Description	Security	Download
Gandara - Motion for Final Approval MISO to file.pdf	Gandara - Motion for Final Approval MISO to file.pdf	Court Use Only: Filing	Original File

Fees

Motion – Other**Description****Amount**

Filing Fee

\$0.00

Filing Total: \$0.00**Memorandum (options)****Description****Amount**

Filing Fee

\$0.00

Filing Total: \$0.00

Total Filing Fee

\$0.00

Envelope Total: \$0.00**Transaction Amount**

\$0.00

Transaction Id

8303520

Filing Attorney

Christina Xenides

Order Id

Transaction Response

Authorized

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