

CASE NUMBER: 2473CV00710

## ORDER: Granting Preliminary Approval of the Class Actions Settlement Judge: Cloutier, Hon. Claudine A.

Document prepared for:

Attorney Megan Cooks

**CASE NAME**

Robert Woodward Individually and on Behalf of All others similarly situated et al vs. North Cottage Program, Inc.

**DOCUMENT FILED DATE**

April 30th, 2026

**CASE FILING DATE**

Oct. 10th, 2024

**COUNTY**

Bristol county, MA

**JUDGE**

Brian S. Glenny

**CATEGORY**

Torts

**STATUS**

Open

#23

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss

SUPERIOR COURT

**ROBERT WOODWARD and TIMOTHY KING**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

**NORTH COTTAGE PROGRAM, INC.**,

Defendant.

Case No. 2473CV00710

BRISTOL SUPERIOR COURT  
FILED

APR 30 2026

JENNIFER A. SULLIVAN, ESQ  
CLERK/MAGISTRATE

**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 Robert Woodward and Timothy King (“Plaintiffs”) and Defendant North Cottage Program, Inc. (“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.<sup>1</sup>

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:

<sup>1</sup> 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 the United States whose Private Information was impacted in the Data Incident affecting North Cottage in or around May 2024, including all those who received notice of the Data Incident.

Excluded from the Settlement Class are: (i) Defendant; (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 relating to the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to Mass. R. Civ. P. 23, the Court finds that notice to the Settlement Class is appropriate and should be directed. 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 Robert Woodward and Timothy King are adequate and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that Cassandra P. Miller of Strauss Borrelli PLLC, Leigh S. Montgomery of EKSM, LLP, and Michael S. Appel of Ketterer, Browne & Associates, LLC 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 over this Action and personal jurisdiction over the Parties and Settlement Class Members. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on 9/16/26 at 2:00 p.m., 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 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 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 Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) 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 30 days before the initial scheduled Final Approval Hearing. 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 requirements 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. **Massachusetts IOLTA Committee Notice.** Pursuant to Mass. R. Civ. P. 23(e), the Parties shall provide notice of the proposed Settlement to the Massachusetts Interest on Lawyers' Trust Accounts Committee ("IOLTA Committee"). Such notice shall include the Settlement Agreement, Plaintiffs' Motion for Preliminary Approval, and this Order. The Parties will confirm compliance with this requirement in Plaintiffs' Motion for Final Approval. The Court further notes that the Settlement is structured as a claims-made settlement with no common fund and minimal to no residual funds are anticipated.

12. **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*.

13. **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.

14. **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

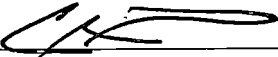
Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

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

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

<b>Defendant provides class list to the Settlement Administrator</b>	Within 15 days after the entry of the Preliminary Approval order
<b>Notice Deadline</b>	Within 30 days after the entry of the Preliminary Approval order
<b>Class Counsel's Motion for Final Approval &amp; Attorney Fees, Costs, and Service Awards</b>	At least 45 days before the initially scheduled Final Approval Hearing
<b>Objection Deadline</b>	60 days after the Notice Deadline
<b>Claims Deadline</b>	90 days after the Notice Deadline
<b>Any Supplements in Support of Class Counsel's Motion for Final Approval &amp; Attorney Fees, Costs, and Service Awards</b>	At least 14 days before the Final Approval Hearing
<b>Final Approval Hearing</b>	No earlier than 120 days after entry of the Preliminary Approval Order

IT IS SO ORDERED on this 30<sup>th</sup> day of April, 2026.

  
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 Cloutier, J.