

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Robert Woodward and Timothy King (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Participating Settlement Class Members (as defined *infra*), and North Cottage Program, Inc. (“North Cottage” or “Defendant”) (together, the “Parties”), in the action *Robert Woodward and Timothy King v. North Cottage Program, Inc.*, (Case No. 2473CV00710) filed on or about January 14, 2025, in the Bristol County Superior Court for the Commonwealth of Massachusetts (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On September 24, 2024, Plaintiff Timothy King filed his initial complaint in Plymouth Superior Court, Case No. 2483CV00803 (the “*King Action*”).

2. On October 10, 2024, Plaintiff Robert Woodward filed his initial complaint in the Bristol County Superior Court, Case No. 2473CV00710 (the “*Woodward Action*”).

3. On December 10, 2024, Plaintiff Timothy King voluntarily dismissed the King Action without prejudice. On January 14, 2025, Plaintiffs Timothy King and Robert Woodward jointly filed the operative Amended Class Action Complaint (the “Amended Complaint”).

4. Therein, Plaintiffs alleged that Defendant was impacted by a cybersecurity incident (i.e., the Data Incident) on or around May 16, 2024. Plaintiffs further alleged that the Data Incident impacted the Personal Information of the current and former clients of Defendant (i.e., the “Settlement Class” or “Settlement Class Members”). Plaintiffs brought claims for negligence, breach of implied contract, negligence *per se*, breach of fiduciary duty, invasion of privacy, unjust enrichment, and violations of the Massachusetts Consumer Protection Act, Mass. Gen. Laws. Ann. Ch. 93A, §§ 1, *et seq.*

5. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding the scope of the Data Incident, the timing of the Data Incident, the types of Personal Information impacted, the number of Settlement Class Members, and the locations of Settlement Class Members. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses.

6. The Parties scheduled a formal mediation session with Michael N. Ungar who is the Chair of the Litigation Department at the national law firm UB Greensfelder. Notably, Mr. Ungar has substantial experience with mediating analogous complex class actions.

7. Under the guidance of Mr. Ungar, the Parties engaged in arm’s length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Over the course of the full-day mediation, the Parties discussed the relevant facts and law and advocated their positions through

Mr. Ungar. Throughout the entire process, the Parties agreed to not negotiate attorney fees or Service Awards until the core terms of a settlement were finalized (i.e., to avoid any conflicts). After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement.

8. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. And the Settlement Agreement was then finalized and executed.

9. North Cottage denies (i) the allegations and all liability with respect to facts and claims alleged in the Action and alleged in the Amended Complaint and specifically denies that it failed to properly protect any personal data, had inadequate data security, was unjustly enriched by the use of personal data of the impacted individuals, breached any fiduciary duty or implied contract, or violated state consumer statutes and other laws; (ii) that the Settlement Class Representatives in the action and the class they purport to represent have suffered any damage; and (iii) that the action satisfies the requirements to be certified or tried as a class action under the Massachusetts Rules of Civil Procedure. Nonetheless, North Cottage has concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

10. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

11. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

12. “**Alternative Cash Payment**” means the cash payment of \$50.00 that Settlement Class Members can claim as set forth in Section III (Settlement Benefits).

13. “**Approved Claim**” means a Claim Form submitted by a Participating Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Claimant; (c) signed physically or by e-signature by a Claimant personally, subject to the penalty of perjury; (d) returned via the Settlement Website or mail and postmarked

by the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not an Approved Claim.

14. “**Claim Form**” means the form(s) Participating Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under penalty of perjury under the laws of the United States and the Commonwealth of Massachusetts that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

15. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

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

17. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section IV.

18. “**Court**” means the Bristol County Superior Court for the Commonwealth of Massachusetts.

19. “**Credit Monitoring Services**” means the credit monitoring services described in Section III (Settlement Benefits) which includes one (1) year of three-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

20. “**Data Incident**” means the cybersecurity incident that impacted Defendant on or around May 16, 2024.

21. “**Defendant's Counsel**” means undersigned counsel for North Cottage from the law firm of Gordon Rees Scully Mansukhani, LLP.

22. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

23. “**Extraordinary Losses**” means unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and the Claims Deadline, including, without limitations and by way of example losses associated with identity theft or fraud. The maximum amount any one Settlement Class Member may recover for Extraordinary Losses

is \$5,000.00. Extraordinary Losses must be supported by third-party documentation, as discussed in Section III (Settlement Benefits).

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

25. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives.

26. “**Final Approval Order and Judgment**” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Massachusetts Rules of Civil Procedure and is consistent with all material provisions of this Agreement. Final Approval Order also includes the orders, which may be separately entered, determining the amount of attorneys’ fees and costs awarded to Class Counsel and/or Service Awards to Class Representatives.

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

28. “**Lost Time**” means unreimbursed monetary compensation for lost time spent responding to the Data Incident. Settlement Class Members may claim up to four (4) hours at a rate of \$20.00 per hour for a total of \$80.00. Claims for lost time are subject to the \$500.00 limit on Ordinary Losses. However, third party documentation is not required. Rather, Settlement Class Members must merely attest under penalty of perjury that they spent the claimed amount of time responding to the Data Incident.

29. “**Notice**” or “**Notice Program**” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”).

30. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order. The Notice Deadline shall be used for the purpose of calculating the Claims Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Deadline.

31. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing

claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

32. “**Objection Deadline**” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be 60 days after the Notice Deadline, or other such date as ordered by the Court.

33. “**Objection Procedure**” means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

34. “**Ordinary Losses**” means unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and the Claims Deadline, including, without limitations and by way of example losses associated with lost time, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The maximum amount any one Settlement Class Member may recover for Ordinary Losses is \$500.00. Ordinary Losses must be supported by third-party documentation, as discussed in Section III (Settlement Benefits).

35. “**Personal Information**” means any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

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

37. “**Released Claims**” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney 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 result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, the alleged access, use, disclosure and/or acquisition of Settlement Class Members’ PII in the Data Incident, Defendant’s provision of notice to Settlement Class Members following the Data Incident, Defendant’s information security policies and practices, Defendant’s maintenance or storage of PII, or otherwise arising out of or relating to actual or alleged facts, transactions,

events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident, regardless of whether such claims are based on or arise under any federal, state, local, statutory or common law or any other law.

38. “**Released Parties**” means Defendant and each and every of its past, present, and future predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

39. “**Releasing Parties**” and a “**Releasing Party**” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

40. “**Service Awards**” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Section XI.

41. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

42. “**Settlement Administrator**” means Angeion Group, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

43. “**Settlement Class**” is defined as “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 occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. In total, there are approximately 7,682 people in the Settlement Class.

44. “**Settlement Class Counsel**” means Cassandra P. Miller of Strauss Borrelli PLLC, Leigh S. Montgomery of EKSM, LLP, and Michael S. Appel of Ketterer, Browne & Associates, LLC.

45. “**Settlement Class List**” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary

Approval Order.

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

47. “**Settlement Class Representatives**” means Robert Woodward and Timothy King.

48. “**Settlement Payment**” or “**Settlement Check**” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Section IV.

49. “**Settlement Website**” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Section V.

III. SETTLEMENT BENEFITS

50. **Credit Monitoring Services.** All Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include one (1) year of three-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

51. **Cash Benefits.** In addition to Credit Monitoring Services, Defendant will pay Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time, or the Alternative Cash Payment.

- a. **Claims for Extraordinary Losses.** Participating Settlement Class Members can claim up to \$5,000.00 with supporting third-party documentation for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and the Claims Deadline, including, without limitations and by way of example: losses associated with identity theft or fraud wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money and such money, at the time the Claim is submitted, remains unreimbursed, and has been denied for and is not subject to a pending request for reimbursement by a third party, including but not limited to a financial institution. Participating Settlement Class Members with Extraordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Participating Settlement Class Members shall not be reimbursed for Ordinary Losses if they have already been reimbursed for the same Extraordinary Losses by another source

- b. **Claims for Ordinary Losses.** Participating Settlement Class Members can claim up to \$500.00 with supporting third-party documentation for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and the Claims Deadline, including, without limitations and by way of example: losses associated with lost time, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Participating Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Participating Settlement Class Members shall not be reimbursed for Ordinary Losses if they have already been reimbursed for the same Ordinary Losses by another source.

- c. **Claims for Lost Time.** Participating Settlement Class Members can claim up to four (4) hours—at a rate of \$20.00 per hour—for lost time spent responding to the Data Incident. Claims for lost time are subject to the \$500.00 limit on Ordinary Losses. However, third party documentation is not required. Rather, Settlement Class Members must merely attest under penalty of perjury that they spent the claimed amount of time responding to the Data Incident.

- d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$50.00 per person in lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Extraordinary Losses, Ordinary Losses, and Lost Time. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

52. The maximum amount to be paid by or on behalf of North Cottage for the Settlement exclusive of the Settlement Administration Costs, Class Counsel’s Attorney’s Fees, and Service Awards, will not exceed the amount of Seven Hundred Thousand Dollars and No Cents (\$700,000.00). In the event that the total Settlement Benefits claims exceed \$700,000.00, the cost of credit monitoring will be paid as a first priority; other Class Benefits will be pro-rated as needed to stay within the \$700,000.00 overall cap.

53. **Business Practice Commitments.** Defendant will provide a confidential

declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

IV. CLAIMS PROCESS AND PAYMENTS

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

55. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Ordinary Losses, Extraordinary Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Section III above.
- d. The Settlement Administrator will determine to what extent documentation for Ordinary and Extraordinary Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:
 1. Failure to complete and/or sign the Claim Form;
 2. Illegible Claim Form;
 3. The Claim Form is fraudulent;

4. The Claim Form is duplicative of another Claim Form;
 5. The Claimant is not a Participating Settlement Class Member;
 6. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
 7. Failure to submit a Claim Form by the Claim Form Deadline; and/or
 8. The Claim Form otherwise does not comply with the requirements of this Settlement.
- f. In determining whether claimed Ordinary or Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after the Data Incident; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- g. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- h. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- i. To the extent the Settlement Administrator determines that a timely claim for Ordinary Losses, Extraordinary Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- j. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may

request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

- k. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.
- l. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

56. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Ordinary Losses, Extraordinary Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Ordinary Losses, Extraordinary Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary and Extraordinary Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Section III.

- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

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

58. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, contact the Participating Settlement Class Member by e-mail and/or telephone to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

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

V. NOTICE PROGRAM

60. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members by U.S. Mail only, and not by email, for whom it has a valid mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

61. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip

trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

62. **Reminder Notice.** A reminder notice will be sent 30 days before the Claim Deadline if the claim rate is under 2% as of 45 days before the Claim Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

63. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorney fees, costs, and Service Awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim or objection, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

64. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement Benefits in Section III.

VI. OBJECTIONS

65. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorney fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (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. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and

judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

VII. SETTLEMENT ADMINISTRATOR

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing objections from Settlement Class Members. If the Settlement Administrator receives any objections or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that attests to implementation of Notice in accordance with the Preliminary Approval Order; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

67. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Defendant agrees solely for purposes of the Settlement, that this case shall proceed as a class action. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

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

69. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

The proposed Final Approval Order shall effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Affirm its appointment of Class Representatives and Class Counsel;
- e. Determine whether to grant Plaintiffs' Application for Attorneys' Fees and Service Awards;
- f. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- g. Release North Cottage and the Released Parties from the Released Claims;

and

- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

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

IX. MODIFICATION AND TERMINATION

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

or Defendant under this Agreement.

72. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”): within fourteen (14) days of (1) the Court’s refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect, (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court, or (4) the Effective Date has not occurred.

73. **Effect of Termination.** In the event of a termination as provided in Section IX, this Agreement shall be considered null and void, all of the Parties’ obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties’ respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid, excluding any attorneys’ fees, costs, and expenses of Class Counsel and Service Awards.

74. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

75. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person

purporting to claim on their behalf, shall be deemed to have completely, expressly, generally, absolutely, and unconditionally released, acquitted, and forever discharged Defendant and each and every of its past, present, and future predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns from any and all Released Claims, including Unknown Claims, except for claims relating to the enforcement of the Settlement or this Agreement.

76. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation to the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

77. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises,

or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

78. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

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

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

81. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

83. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement

of the Releases contained herein.

XI. SERVICE AWARDS AND ATTORNEY FEES

84. **Service Awards.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00) per Plaintiff (total of \$8,000.00 for both Plaintiffs). If more than \$4,000.00 per Plaintiff is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Award Payment, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

85. **Attorney Fees and Costs and Expenses.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Two Hundred and Forty Thousand Dollars (\$240,000.00). If more than \$240,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

86. This Settlement is not contingent on approval of the Application for Attorneys'

Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

XII. MISCELLANEOUS

87. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representatives' or Participating Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). Defendant may provide information about the Agreement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary, to effectuate the Settlement. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

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

89. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

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

91. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

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

93. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasing Parties and Defendant.

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

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

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

97. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

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

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

100. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of Massachusetts, without regard to choice of law principles, except to the extent the federal law of the United States requires that federal law governs.

101. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the Agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during an appeal from the Final Approval Order.

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

103. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC

One Magnificent Mile
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
T: 872-263-1100
cmiller@straussborrelli.com

Leigh S. Montgomery
Texas Bar No. 24052214
EKSM, LLP
1105 Milford Street
Houston, TX 77006
T: 888-350-3931
lmontgomery@eksm.com

Michael S. Appel (BBO#543898)
**KETTERER, BROWNE
& ASSOCIATES, LLC**
336 S. Main Street
Bel Air, Maryland 21014
T: 617-359-4981
michael@KBAattorneys.com

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

Daniel Mirarchi
GORDON REES SCULLY MANSUKHANI
Three Logan Square
1717 Arch Street, Suite 610
Philadelphia, PA 19103
dmirarchi@grsm.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

105. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other contemporaneous, prior or subsequent breach of this Agreement.

106. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

107. **No Collateral Attack.** The Agreement shall not be subject to collateral attack,

including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

108. **Advice of Counsel.** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement, the Releases, and fully understands the effect of this Agreement and the Releases.

109. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.


110. **Massachusetts IOLTA Notice.** The Parties agree to provide notice of this Settlement to the Massachusetts Interest on Lawyers' Trust Accounts Committee ("IOLTA Committee") pursuant to Mass. R. Civ. P. 23(e). The Settlement is structured as a claims-made settlement and does not establish a common fund. The Parties do not anticipate any residual settlement funds.

[SIGNATURE PAGE TO FOLLOW]

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Robert Woodward

By:  _____
Robert Woodward (Apr 27, 2026 16:38:51 EDT)

Date: 04/27/2026

Plaintiff Timothy King

By: _____

Date: _____

Defendant North Cottage Program, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Cassandra P. Miller

Date: _____

By:  _____
Leigh S. Montgomery

Date: 04/27/2026

By: _____
Michael S. Appel

Date: _____

Counsel for Defendant

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Robert Woodward

By: _____

Date: _____

Plaintiff Timothy King

By:  _____

Date: 04 / 25 / 2026

Defendant North Cottage Program, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Cassandra P. Miller

Date: _____

By: _____
Leigh S. Montgomery

Date: _____

By: _____
Michael S. Appel

Date: _____

Counsel for Defendant

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Robert Woodward

By: _____


Date: _____

Plaintiff Timothy King

By: _____

Date: _____

Defendant North Cottage Program, Inc.

By: 

Date: 04/27/2026

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Cassandra P. Miller

Date: _____

By: _____
Leigh S. Montgomery

Date: _____

By: _____
Michael S. Appel

Date: _____

Counsel for Defendant

By: 

Date: 04/27/2026

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Robert Woodward

By: _____

Date: _____

Plaintiff Timothy King

By: _____

Date: _____

Defendant North Cottage Program, Inc.

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: 
Cassandra P. Miller

Date: 04/25/2026

By: _____
Leigh S. Montgomery

Date: _____

By: _____
Michael S. Appel

Date: _____

Counsel for Defendant

By: _____

Date: _____

— EXHIBIT A —

LEGAL NOTICE

**CONFIDENTIAL LEGAL
INFORMATION – TO BE
OPENED BY THE
ADDRESSEE ONLY.**

**The Bristol County
Superior Court for the
Commonwealth of
Massachusetts has
authorized this Notice.**

You are not being sued.

NOR Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

NOR SETTLEMENT CLAIM FORM
ALTERNATIVE CASH PAYMENT & CREDIT MONITORING
«BARCODE»

Complete this Claim Form if you want to receive the Alternative Cash Payment and/or Credit Monitoring Services. Settlement Class Members may elect either (a) the Alternative Cash Payment or (b) compensation for Extraordinary Losses, Ordinary Losses, and/or Lost Time (submitted through the full Claim Form on the Settlement Website), but not both. If you wish to submit a claim for Extraordinary Losses, Ordinary Losses, or Lost Time, visit the [WEBSITE](#).

Alternative Cash Payment (\$50.00 subject to *pro rata* reduction). Select a payment method:

PayPal Venmo Zelle Virtual Prepaid Card Check (mailed to the address above)

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

For more information, including disclosures and terms and conditions related to PayPal, Venmo, Zelle, and Virtual Prepaid Card digital payment options, please visit [insert link](#).

Credit Monitoring.

Provide an email address to receive enrollment instructions: _____

Affirmation and Signature: I swear and affirm under penalty of perjury under the laws of the United States and the Commonwealth of Massachusetts that the information supplied in this Claim Form is true and correct to the best of my knowledge or recollection. 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. By submitting this Claim Form, I hereby confirm that I am a Participating Settlement Class Member.

Signature: _____ **Printed Name:** _____ **Date:** __/__/__

«**BARCODE**»

A proposed class action settlement has been reached in the lawsuit captioned: *Robert Woodward and Timothy King v. North Cottage Program, Inc.*, Case No. 2473CV00710, pending in the Bristol County Superior Court.

Who is Included? All individuals residing in the United States whose Private Information was impacted in the Data Incident affecting North Cottage Program, Inc. ("North Cottage") in or around May 2024, including all those who received notice of the Data Incident. You are receiving this Notice because you have been identified as a Settlement Class Member.

Settlement Benefits. Settlement Class Members may submit a Claim Form to receive Credit Monitoring Services and a Cash Benefit of either: (a) Extraordinary Losses of up to \$5,000, Ordinary Losses of up to \$500 and/or compensation for Lost Time up to four (4) hours at a rate of \$20 per hour; or (b) an Alternative Cash Payment of \$50. Settlement Benefits are subject to a maximum total cap of \$700,000. If the total Settlement Benefits claims exceed \$700,000, Cash Benefits will be pro-rated to stay within the \$700,000 cap.

North Cottage has also committed to making certain security enhancements and has agreed to pay for Notice & Administration Expenses, Attorneys' Fees and Costs, and Service Awards. These costs are separate from, and do not affect the Settlement Benefits offered to the Settlement Class. Please visit **WEBSITE** for a full description of the Settlement Benefits.

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

The Lawyers Representing You. The Court has appointed Cassandra P. Miller of Strauss Borrelli PLLC, Leigh S. Montgomery of EKSM, LLP, and Michael S. Appel of Ketterer, Browne & Associates, LLC 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 shall request a Fee Award and Costs not to exceed \$240,000 and Service Awards for the Class Representatives not to exceed \$4,000 each (\$8,000 total).

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, Counsel's Fee Award and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

This Notice is only a Summary. For more information, visit **WEBSITE** or call toll-free 1-~~XXX-XXX-XXXX~~

PLACE
STAMP
HERE

NOR Settlement
Attn: Claim Form Submissions
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are an individual residing in the United States whose Private Information was impacted in the Data Incident affecting North Cottage in or around May 2024, a class action settlement may affect your rights.

The Bristol County Superior Court for the Commonwealth of Massachusetts authorized this Notice.

A proposed class action Settlement has been reached with North Cottage Program, Inc. in the action captioned *Robert Woodward and Timothy King v. North Cottage Program, Inc.*, Case No. 2473CV00710, pending in the Bristol County Superior Court for the Commonwealth of Massachusetts.

If approved by the Court, the Settlement will resolve and release the legal claims (“Released Claims”) related to the cybersecurity incident that impacted Defendant on or around May 16, 2024 (the “Data Incident”).

If you are a Settlement Class Member, the Settlement affects your legal rights. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive Settlement Benefits. More information about submitting a Claim Form is available at FAQ #12 .
OBJECT TO THE SETTLEMENT DEADLINE: DATE	Write to the Court with reasons why you do not agree with the Settlement. More information about objecting is available at FAQ #21 .
ATTEND THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing. More information about the Court’s Final Approval hearing is available at FAQ#23 .
DO NOTHING	If you do nothing, you will not receive any of the Settlement Benefits and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against the 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.

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice to inform you of a proposed Settlement in this class action lawsuit. You have the right to understand the terms of the Settlement, as well as your rights and options, before the Court decides whether to grant final approval.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

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

The lawsuit is known as *Robert Woodward and Timothy King v. North Cottage Program, Inc.*, Case No. 2473CV00710, pending in the Bristol County Superior Court for the Commonwealth of Massachusetts (the “Action”).

Robert Woodward and Timothy King are the Plaintiffs who brought this class action lawsuit against North Cottage Program, Inc. (referred to as “North Cottage” or “Defendant”).

In the lawsuit, Plaintiffs alleged that Defendant was impacted by a cybersecurity incident on or around May 16, 2024 (the “Data Incident”). Plaintiffs further alleged that the Data Incident impacted the Personal Information of the current and former clients of Defendant. The specific legal claims alleged by the Plaintiffs can be viewed in the Amended Class Action Complaint, which is available on the Settlement Website, [WEBSITE](#).

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the “Plaintiffs” or “Settlement Class Representatives”) bring claims on behalf of a larger group of people who have similar claims (the “Settlement Class” or “Settlement Class Members”). The Court resolves the claims for all Settlement Class Members.

4. Why is there a Settlement?

The Plaintiffs and the Defendant disagree over the legal claims made in this 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 after considering the risks and uncertainties of continuing the lawsuit, and all factors related to the Settlement. The Parties believe that this Settlement is fair, reasonable, adequate, and in the best interests of themselves and 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 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.

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

Yes, 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 occurrence of the Data 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 included in this Settlement, you can contact the Settlement Administrator for free assistance by calling toll-free 1-[XXX-XXX-XXXX](#), emailing [INSERT EMAIL ADDRESS](#) or writing to NOR Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Settlement Class Members are eligible to submit a claim to receive Credit Monitoring Services and a Cash Benefit (collectively referred to as the “Settlement Benefits”). The total amount available for Settlement Benefits is capped at \$700,000. Credit Monitoring Services will be paid first. Any remaining funds will be used to pay Cash Benefits, which may be reduced on a pro rata basis if total valid claims exceed the available funds. The Settlement is structured as a claims-made settlement. Defendant will pay valid claims submitted by Settlement Class Members up to a maximum cap. No funds will be set aside or distributed except for valid claims submitted.

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

Credit Monitoring Services. Includes one (1) year of three-bureau credit monitoring and \$1 million in identity theft protection insurance. Other features include: CyberScan Dark Web Monitoring; Fully Managed Identity Restoration; Member Advisory Services; and Lost Wallet Assistance. Settlement Class Members may elect Credit Monitoring Services in addition to either (i) claims for Extraordinary Losses, Ordinary Losses, and/or Lost Time or (ii) the Alternative Cash Payment.

Cash Benefits. In addition to Credit Monitoring Services, Settlement Class Members can submit a claim for (i) Extraordinary Losses, Ordinary Losses, and/or Lost Time, **OR**, (ii) alternatively, the Alternative Cash Payment, but not both.

- **Extraordinary Losses Up to \$5,000.00** with supporting third-party documentation for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and «the Claims Deadline». Claims for Extraordinary Losses must be submitted with supporting documentation (*See Documentation Requirement section below*).

Example: Losses associated with identity theft or fraud (an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive you of actual money), which have not been reimbursed to you. Those losses also cannot be part of a pending claim with a third party for reimbursement. Any prior third party claim for reimbursement for those same losses must have been denied.

- **Ordinary Losses Up to \$500.00** with supporting third-party documentation for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and «the Claims Deadline».

Example: Losses associated with lost time, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

- **Claims for Lost Time.** Settlement Class Members can claim up to four (4) hours—at a rate of \$20.00 per hour—for lost time spent responding to the Data Incident. Claims for lost time are subject to the \$500.00 limit on Ordinary Losses. Documentation is not required for this benefit. However, Settlement Class Members must attest under penalty of perjury to the time spent responding to the Data Incident.

Documentation Requirement: **Claims for Extraordinary Losses and Ordinary Losses must be submitted with documentation supporting the unreimbursed losses claimed.** This can include receipts or other documentation that reflects the unreimbursed losses claimed and/or costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

- ❖ **Alternative Cash Payment.** Settlement Class Members may claim an Alternative Cash Payment of \$50.00 in lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost Time. In other words, if you select the Alternative Cash Payment, you cannot also receive compensation for Extraordinary Losses, Ordinary Losses, and Lost Time. Documentation is not required for this benefit.

9. Are there other Settlement Benefits?

Yes. North Cottage has also committed to making certain security enhancements and has agreed to pay for Notice & Administration Expenses, Attorneys’ Fees and Costs, and Service Awards. These costs are separate from, and do not affect the Settlement Benefits offered to the Settlement Class. Please visit **WEBSITE** for a full description of the Settlement Benefits.

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 and Release (“Settlement Agreement”). The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

The Released Claims are defined as: any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney 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 result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, the alleged access, use, disclosure and/or acquisition of Settlement Class Members’ PII in the Data Incident, Defendant’s provision of notice to Settlement Class Members following the Data Incident, Defendant’s information security policies and practices, Defendant’s maintenance or storage of PII, or otherwise arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident, regardless of whether such claims are based on or arise under any federal, state, local, statutory or common law or any other law.

For more information, please refer to the Settlement Agreement, which is available at [WEBSITE](#).

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

Settlement Class Members must submit a claim in order to receive Settlement Benefits. Visit [WEBSITE](#) to submit a claim online or to download a full Claim Form to complete and return by mail. Claim Forms must be submitted online by [DATE](#). Claim Forms submitted by mail must be postmarked no later than [DATE](#). Settlement Class Members may also complete and return the Claim Form that was included with the Notice that was mailed to them.

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at:

NOR Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Remember, Claim Forms submitted by mail must be postmarked no later than [DATE](#)

13. Can I request a Claim Form?

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

Mail: [NOR Settlement](#), Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [Email Address](#).

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.

14. 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. The email will be sent to

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

the email address that you provide on your Claim Form.

Cash Benefits will also be issued by the Settlement Administrator only after the Settlement is approved and becomes Final. Cash Benefits will be issued via the payment selection you made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Cassandra P. Miller of Strauss Borrelli PLLC, Leigh S. Montgomery of EKSM, LLP, and Michael S. Appel of Ketterer, Browne & Associates, LLC 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.

Cassandra P. Miller STRAUSS BORRELLI PLLC One Magnificent Mile 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	Leigh S. Montgomery EKSM, LLP 4200 Montrose Blvd., Ste. 200 Houston, TX 77006	Michael S. Appel KETTERER, BROWNE & ASSOCIATES, LLC 336 S. Main Street Bel Air, Maryland 21014
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16. How will Settlement Class Counsel be paid?

At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs, which shall not exceed Two Hundred and Forty Thousand Dollars (\$240,000.00). In that same motion, Settlement Class Counsel will seek a service award payment for the Settlement Class Representatives in recognition of their contributions to this Action, in an amount not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00) per Plaintiff (total of \$8,000.00 for both Plaintiffs). The Court may award less than these amounts.

The amounts awarded by the Court will be paid separately by Defendant and will not reduce the Settlement Benefits available to the Settlement Class.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

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

The written objection must include (i) the name of the 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.

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

COURT
[Court Address]

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

You must also send a copy of your written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant’s Counsel postmarked or emailed no later than **DEADLINE**.

SETTLEMENT CLASS COUNSEL		
Cassandra P. Miller STRAUSS BORRELLI PLLC One Magnificent Mile 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	Leigh S. Montgomery EKSM, LLP 1105 Milford Street Houston, TX 77006	Michael S. Appel KETTERER, BROWNE & ASSOCIATES, LLC 336 S. Main Street Bel Air, Maryland 21014
DEFENDANT’S COUNSEL		SETTLEMENT ADMINISTRATOR
Daniel Mirarchi GORDON REES SCULLY MANSUKHANI Three Logan Square 1717 Arch Street, Suite 610 Philadelphia, PA 19103		NOR Settlement P.O. Box 58220 Philadelphia, PA 19102

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 Settlement Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Settlement Agreement is through these provisions.

THE FINAL APPROVAL HEARING

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

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

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

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to enter a judgment approving the Settlement and whether to approve Settlement Class Counsel’s Fee Award and Costs, and Service Awards to the 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.

19. 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.

20. 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 21). 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

21. 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.

GETTING MORE INFORMATION

22. How do I get more information?

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

Mail: **NOR Settlement**, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **Email Address**

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

— EXHIBIT C —

Claim Forms
must be submitted
online or
postmarked by:
DEADLINE

Robert Woodward and Timothy King v. North Cottage Program, Inc.
Case No. 2473CV00710
Bristol County Superior Court for the Commonwealth of Massachusetts
CLAIM FORM

NOR-CLAIM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a Participating Settlement Class Member, which means:

- You are an individual residing in the United States whose Private Information was impacted in the Data Incident affecting North Cottage Program, Inc. (“North Cottage”) in or around May 2024. You are included if you received notice of the Data Incident.

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

SETTLEMENT BENEFITS

Participating Settlement Class Members are eligible to receive Credit Monitoring Services **and** may elect one of the following cash payment options: (a) a Cash Benefit in the form of claims for Extraordinary Losses, Ordinary Losses, and/or Lost Time, or (b) the Alternative Cash Payment. Under the Settlement, the maximum amount North Cottage will pay for all Settlement Benefits is \$700,000.00. If the total Settlement Benefits claimed exceed \$700,000.00, the cost of credit monitoring will be paid as a first priority; other Class Benefits will be reduced *pro rata* as needed to stay within the \$700,000.00 overall cap.

Credit Monitoring Services. Includes one (1) year of three-bureau credit monitoring and \$1 million in identity theft protection insurance.

Extraordinary Losses Up to \$5,000.00 with supporting third-party documentation for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and **«the Claims Deadline»**. Claims for Extraordinary Losses must be submitted with supporting documentation (*See* Documentation Requirement section below).

Example: Losses associated with identity theft or fraud (an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive you of actual money), which have not been reimbursed to you. Those losses also cannot be part of a pending claim with a third party for reimbursement. Any prior third party claim for reimbursement for those same losses must have been denied.

Ordinary Losses Up to \$500.00 with supporting third-party documentation for any unreimbursed monetary losses that were actually incurred or spent because of the Data Incident between May 16, 2024, and **«the Claims Deadline»**.

Example: Losses associated with lost time, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Documentation Requirement: Claims for **Extraordinary Losses** and **Ordinary Losses** **must** be submitted with documentation supporting the unreimbursed losses claimed. This can include receipts or other documentation that reflects the unreimbursed losses claimed and/or costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Claims for Lost Time. Participating Settlement Class Members can claim up to four (4) hours—at a rate of \$20.00 per hour—for lost time spent responding to the Data Incident. Claims for lost time are subject to the \$500.00 limit on Ordinary Losses. Documentation is not required for this benefit.

Alternative Cash Payment. Participating Settlement Class Members may claim an Alternative Cash Payment of \$50.00 per person in lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost Time. In other words, if you select the Alternative Cash Payment, you cannot also receive compensation for Extraordinary Losses, Ordinary Losses, and Lost Time. Documentation is not required for this benefit.

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

Claim Forms
must be submitted
online or
postmarked by:
DEADLINE

Robert Woodward and Timothy King v. North Cottage Program, Inc.
Case No. 2473CV00710
Bristol County Superior Court for the Commonwealth of Massachusetts
CLAIM FORM

NOR-CLAIM

I. NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if your 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. 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").

In addition to Credit Monitoring, Settlement Class Members may also claim EITHER (a) Extraordinary Losses, Ordinary Losses, and/or Lost Time OR (b) the Alternative Cash Payment, but not both.

If you are claiming Extraordinary Losses, Ordinary Losses, and/or Lost Time, proceed to Sections III–V. If you are claiming the Alternative Cash Payment, proceed only to Section VI.

III. EXTRAORDINARY LOSSES

Check this box if you are seeking reimbursement 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 that is supported by that documentation.

Description of Documentation Provided	Amount

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

**Claim Forms
must be submitted
online or
postmarked by:
[DEADLINE]**

Robert Woodward and Timothy King v. North Cottage Program, Inc.
Case No. 2473CV00710
Bristol County Superior Court for the Commonwealth of Massachusetts
CLAIM FORM

NOR-CLAIM

VI. ALTERNATIVE CASH PAYMENT

Check this box if you are claiming the Alternative Cash Payment in the amount of \$50.00 instead of claiming for Extraordinary Losses, Ordinary Losses, or Lost Time. If you select this benefit, you can still claim Credit Monitoring Services.

VII. PAYMENT SELECTION

If you are receiving a cash payment, please select **one** of the following payment options.

PayPal Venmo Zelle Virtual Prepaid Card Check

If you selected a digital payment option above, please provide the email address or mobile number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card:

For more information, including disclosures, terms and conditions, related to PayPal, Venmo, Zelle, and Virtual Prepaid Card digital payment options, visit «[insert link](#)».

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

VIII. AFFIRMATION & SIGNATURE

By signing below and submitting this Claim Form, I swear and affirm under penalty of perjury under the laws of the United States and the Commonwealth of Massachusetts that the information supplied in this Claim Form and any documents submitted in support of this Claim Form are true and correct to the best of my knowledge or recollection.

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. By submitting this Claim Form, I hereby confirm that I am a Participating Settlement Class Member and that I have not opted out of the Settlement.

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 to:

North Cottage Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210

QUESTIONS? VISIT [WWW.COM](#) OR CALL TOLL-FREE 1-[XXX-XXX-XXXX](#)

**Claim Forms
must be submitted
online or
postmarked by:
[DEADLINE]**

Robert Woodward and Timothy King v. North Cottage Program, Inc.
Case No. 2473CV00710
Bristol County Superior Court for the Commonwealth of Massachusetts
CLAIM FORM

NOR-CLAIM

Philadelphia, PA 19103

— EXHIBIT D —

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

**[PROPOSED] 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.¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

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

All individuals residing in 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 _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to

the terms of the Settlement Agreement; (d) Settlement Class Members 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

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

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

— **EXHIBIT E** —

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

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is Plaintiffs Robert Woodward and Timothy King’s (the “Settlement Class Representatives” or “Plaintiffs”) Unopposed Motion for Final Approval of Class Action Settlement (the “Motion for Final Approval”).¹ The Motion seeks final approval of the Settlement Agreement as fair, reasonable, and adequate. Also before the Court is Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and for Service Awards to the Settlement Class Representatives (the “Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, the Motion for Final Approval, and the Motion for Attorneys’ Fees, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on [INSERT DATE], the Court entered an Order Granting Preliminary

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

Approval of Class Action Settlement (the “Preliminary Approval Order”), which, among other things: (a) preliminarily certified this matter as a class action for settlement purposes; (b) appointed Plaintiffs as Settlement Class Representatives and appointed Cassandra P. Miller of Strauss Borrelli PLLC, Leigh S. Montgomery of EKSM, LLP, and Michael S. Appel of Ketterer, Browne & Associates, LLC as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of notice to the Settlement Class; (e) set deadlines for objections; (f) appointed Angeion Group as the Settlement Administrator; and (g) scheduled the Final Approval Hearing;

WHEREAS, pursuant to the Notice requirements set forth in the Settlement Agreement and the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, including the benefits available, the right of Settlement Class Members to object, and the right to appear at the Final Approval Hearing;

WHEREAS, on [INSERT DATE], the Court held a Final Approval Hearing to determine, among other things: (1) whether the Settlement Agreement is fair, reasonable, and adequate; (2) whether the Settlement Class should be finally certified for settlement purposes; and (3) whether this action should be dismissed with prejudice. Prior to the Final Approval Hearing, the Court received and reviewed a declaration attesting to compliance with the notice provisions set forth in the Settlement Agreement and Preliminary Approval Order. The Court is satisfied that the Settlement Class Members were provided adequate notice and a full and fair opportunity to be heard;

WHEREAS, the Court is not required to conduct a trial on the merits or determine with certainty the factual and legal issues in dispute when evaluating a proposed class action settlement; and

WHEREAS, the Court is required under Mass. R. Civ. P. 23(c) to determine whether the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class;

Having provided all interested persons an opportunity to be heard in accordance with the Preliminary Approval Order, having considered the submissions and arguments of counsel, having reviewed the Settlement Agreement and supporting materials, and good cause appearing, the Court finds as follows:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this Action and over all claims asserted therein, and over all Parties, including the Settlement Class.

2. This Action arises from allegations that Defendant North Cottage Program, Inc. failed to implement and maintain reasonable data security measures to protect Settlement Class Members' Private Information, which Plaintiffs allege resulted in the unauthorized access to such information in or around May 2024 (the "Data Incident").

3. The Settlement does not constitute an admission of liability, wrongdoing, or fault by Defendant, and the Court makes no finding of liability or wrongdoing.

4. Unless otherwise indicated, capitalized terms used in this Final Order and Judgment have the meanings set forth in the Settlement Agreement.

5. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and for purposes of the Settlement

Agreement and this Final Order and Judgment only the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose Private Information was impacted in the Data Incident affecting North Cottage Program, Inc. in or around May 2024, including all those who received notice of the Data Incident.

7. Specifically 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 have engaged in criminal activity relating to the Data Incident.

8. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

9. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Claims administration, as set forth in the Settlement Agreement, through which Settlement Class Members may submit claims to be reviewed and evaluated by **Angeion Group**, the Court-approved Settlement Administrator;
- b. Credit Monitoring Services for eligible Settlement Class Members;
- c. A claims process through which Settlement Class Members may submit claims for Extraordinary Losses, Ordinary Losses, Lost Time, or an Alternative Cash Payment

- d. Payment by Defendant of Notice and Administrative Expenses separate and apart from Settlement Class benefits;
- e. Payment by Defendant, subject to Court approval, of attorneys' fees, costs, and expenses to Settlement Class Counsel and Service Awards to the Settlement Class Representatives; and
- f. A total Settlement cap of \$700,000 for class benefits, with Credit Monitoring Services paid first and any remaining monetary benefits subject to pro rata adjustment if necessary.

10. The Court readopts and incorporates its findings from the Preliminary Approval Order regarding the requirements of Mass. R. Civ. P. 23 and further finds that final certification of the Settlement Class is appropriate for settlement purposes.

11. The Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate and hereby grants final approval of the Settlement. The Settlement Agreement is approved, adopted, and incorporated by reference into this Final Order and Judgment.

12. As reported by the Settlement Administrator, Notice was successfully disseminated to approximately [INSERT TOTAL SUCCESSFUL NOTICES] of the [INSERT TOTAL FINAL CLASS SIZE] Settlement Class Members, in accordance with the deadlines set forth in the Preliminary Approval Order and Settlement Agreement, including the Notice Deadline.

13. The Court finds that the notice program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to

object and to appear at the final approval hearing, and satisfied the requirements of Mass. R. Civ. P. 23, the United States Constitution, and other applicable law.

14. As of the Objection Deadline, [INSERT NUMBER] objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects. Accordingly, the Court finds no reason to withhold approval of the Settlement.

15. All Settlement Class Members who did not timely and properly object are deemed to have waived any objections.

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

17. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to implement and consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

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

19. Within the time period set forth in the Settlement Agreement, the relief provided therein shall be made available to Settlement Class Members who submit valid and timely claims in accordance with its terms.

20. Upon the Effective Date, Plaintiffs and all Settlement Class Members shall be deemed to have released Defendant and the Released Parties from all Released Claims, including

Unknown Claims, as defined in the Settlement Agreement. The Court incorporates the Release provisions set forth in the Settlement Agreement.

21. The Court grants final approval of the appointment of Plaintiffs Robert Woodward and Timothy King as Settlement Class Representatives and finds that they have fairly and adequately represented the Settlement Class.

22. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Class Representative in the amount of \$4,000 as a Service Award. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

23. The Court grants final approval to the appointment of Cassandra P. Miller, Leigh S. Montgomery, and Michael S. Appel, as Settlement Class Counsel. The Court concludes that Settlement Class Counsel have adequately represented the Settlement Class and will continue to do so.

24. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for combined attorneys' fees, costs, and expenses in the amount of \$240,000. Payment shall be made pursuant to the terms of the Settlement Agreement.

25. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order and

Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

26. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be

treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of Notice and Administrative Expenses, and will not, at any time, seek recovery of same from any other Party to the Litigation or from counsel to any other Party to the Litigation.

27. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

28. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

29. This Order resolves all claims against all Parties in this action and is a final order.

30. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

31. **IOLTA Compliance.** The Court finds that the Parties have complied with the notice requirements of Mass. R. Civ. P. 23(e), including providing notice of the proposed Settlement to the Massachusetts Interest on Lawyers' Trust Accounts Committee ("IOLTA Committee"). The Settlement is structured as a claims-made settlement with no common fund, and the Court finds that there are no residual settlement funds requiring *cy pres* distribution.

IT IS SO ORDERED this _____ day of _____, 2026.

Judge