

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

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

On April 30, 2026, this Court preliminarily approved a class action settlement between Plaintiffs Robert Woodward and Timothy King (“Plaintiffs”), individually and as Class Representatives, and Defendant North Cottage Program, Inc. (“Defendant”) (collectively, the “Parties”), relating to an alleged data incident in which an unauthorized third party accessed Defendant’s data on or about May 16, 2024, allegedly resulting in the third party’s access to private information belonging to Plaintiffs and members of the Settlement Class (the “Data Incident”). The Court conditionally certified a settlement class of approximately 7,682 persons. Following preliminary approval of the proposed settlement, notice was successfully disseminated to the Settlement Class in accordance with the Court's order. The reaction to the Settlement has been positive; indeed, to date, no Class Members have objected.

The preliminarily-approved settlement, as set forth in the executed Settlement Agreement (“Settlement Agreement,” or “SA”) previously submitted to the Court as Exhibit 1 to the Motion

to Approve Amended Settlement Documents and Entry of Preliminary Approval Order, resolves Plaintiffs’ claims against North Cottage Program, Inc. (“Defendant”) on a class-wide basis. The Settlement is fair, reasonable, and adequate under Massachusetts law, reflects a sound exercise of the Court’s discretion, has been well-received by the Settlement Class, and satisfies the standards articulated by the Supreme Judicial Court for final approval. Accordingly, final approval is warranted. Defendant does not oppose this Motion.

I. BACKGROUND

A. The Data Incident.

On or around May 16, 2024, Defendant was allegedly impacted by a cybersecurity incident (the “Data Incident”) that allegedly affected the private information of approximately 7,682 people (the “Settlement Class” or “Settlement Class Members”). *See* S.A. (recitals), ¶ 43. Defendant provided notice of the Data Incident to affected individuals on August 30, 2024. *See* Plaintiffs’ Amended Class Action Complaint (the “Amended Complaint”) ¶ 32.

B. Litigation and Procedural History.

On September 24, 2024, Plaintiff Timothy King filed his initial complaint in Plymouth Superior Court, Case No. 2483CV00803 (the “*King* Action”). Joint Declaration of Class Counsel in Support of Motion for Final Approval (“Joint Decl.”), attached as **Exhibit 1**, ¶ 6. On October 10, 2024, Plaintiff Robert Woodward filed a complaint in this Court. *Id.* Plaintiff Timothy King voluntarily dismissed the *King* Action without prejudice on December 10, 2024, and on January 14, 2025, Plaintiffs jointly filed the Amended Complaint. *Id.*

C. Negotiation of the Settlement.

On July 25, 2025, the Parties engaged in a full-day mediation session with attorney Michael N. Ungar, a highly experienced mediator who is the Chair of the Litigation Department at the

national law firm UB Greensfelder. *Id.* ¶ 8. The Parties thereafter continued good-faith negotiations and ultimately reached agreement on all material terms of the Settlement. *Id.*

On March 25, 2026, Plaintiffs filed their Unopposed Motion for Preliminary Approval of the Class Action Settlement. *Id.* ¶ 12. On April 16, 2026, the Court held a hearing on Plaintiffs' Motion for Preliminary Approval. *Id.* ¶ 13. At the hearing, the Court indicated that it would endorse the Motion but requested certain edits and changes to the settlement documents and exhibits before entering an order granting preliminary approval. *Id.*

In response to the Court's guidance, the Parties amended the Settlement Agreement and again requested the Court's approval on April 27, 2026. *Id.* ¶ 14. The Court entered an Order preliminarily approving the Parties' settlement on April 30, 2026. *Id.*

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

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.

SA ¶ 43.

II. THE SETTLEMENT

A. Summary of the Settlement Terms.

Monetary Benefits. All Settlement Class Members who submit a valid and timely Approved Claim using the Claim Form may choose from the following monetary benefits: (i) reimbursement of up to \$5,000.00 for Extraordinary Losses, and (ii) reimbursement of up to \$500.00 for Ordinary Losses and/or four hours of attested Lost Time at \$20.00 per hour. SA ¶¶ 56(a) -(c). Alternatively, Settlement Class Members may elect to receive a flat cash payment of \$50.00 in lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost Time. *Id.* ¶ 51(d). Settlement Class Members may claim both the Alternative Cash Payment and Credit Monitoring

Services. *Id.* These Settlement Benefits are subject to an aggregate cap of \$700,000.00, exclusive of Settlement Administration Costs, Class Counsel's attorneys' fees, and Service Awards. *Id.* ¶ 52.

Payment Timing and Method. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Ordinary Losses, Extraordinary Losses, Credit Monitoring Services, or Alternative Cash Payment elections and also provide payment instructions to Defendant. SA ¶ 56(a). Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its insurer shall transmit the funds needed to pay Approved Claims. *Id.* Payments for Approved Claims shall be issued in the form of a check or via electronic means and sent as soon as practicable after the Settlement Administrator receives the funds. *Id.* ¶ 56(b).

Credit Monitoring. In addition to the monetary benefits available, all Settlement Class Members were offered (1) year of three-bureau credit monitoring and \$1,000,000.00 in identity theft protection insurance, among other features. *Id.* ¶ 19, 50.

Attorneys' Fees and Expenses. In accordance with the Settlement Agreement, Settlement Class Counsel has submitted their request to the Court for payment of a Fee Award and for reimbursement of Costs incurred in prosecuting and settling the Litigation, equal to \$240,000. *See id.* ¶ 92.

Service Award. In accordance with the Settlement Agreement, Settlement Class Representatives and Settlement Class Counsel have submitted a request to the Court for payment of Service Awards of \$4,000 per Plaintiff for their efforts serving as Class Representatives. *See id.* ¶ 91. Class Counsel previously requested Court approval of the attorneys' fees and expenses and

the Service Awards on July 14, 2026, prior to the objection deadline of July 29, 2026. *See* Dkt. No. 24.

Costs of Settlement Administration. Defendant will pay for all costs of the Settlement Administrator providing notice of the Settlement to Settlement Class Members and for administering the Settlement. *Id.* ¶¶ 31, 64. These costs include all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. *Id.* ¶ 31.

Dismissal and Release of Claims. In exchange for the proposed settlement consideration and upon the Effective Date of the Settlement, Plaintiffs and Settlement Class Members shall be deemed to have completely released and forever discharged all claims and causes of action pleaded or that could have been pleaded related to the Data Incident. *See id.* ¶¶ 37, 75-76.

B. Settlement Administration and Notice Plan.

The Court-approved Settlement Administrator is Angeion Group, LLC (“Angeion”). Following the Court’s issuance of the Preliminary Approval Order, Angeion successfully completed the Notice plan set forth in the Settlement. *See* Declaration of Amy Crooks of Angeion Group, LLC (“Angeion Decl.”), attached as **Exhibit 2**, ¶¶ 6-14.

On May 15, 2026, Defendant provided Angeion with the Class List containing the names and last known mailing addresses, where available, of all Settlement Class members. *Id.* ¶ 5. Angeion also processed the names and addresses through the United States Postal Service (“USPS”) National Change of Address database to identify updated addresses. *Id.* ¶ 6. The Short

Form Notices were then mailed directly to the Settlement Class Members for whom a valid mailing address was available on May 29, 2026. *Id.* ¶ 7. When Short Form Notices were returned as undeliverable, the Postcard Notices were re-mailed to any forwarding address provided or, where there was no forwarding address provided, Notices were subjected to an address verification search (“skip trace”) and re-mailed to any updated address *Id.* at ¶¶ 8-9. Through the skip trace efforts, Angeion was able to successfully locate an updated address and re-send 1,451 of those Notices. *Id.* ¶ 9.

In conjunction with the Notices, Angeion established an informational Settlement Website, www.northcottagesettlement.com. *Id.* ¶ 13. The Settlement Website was designed to be user-friendly and available in English to allow Settlement Class Members to find general information about the Settlement, including important dates and deadlines pertinent to the Settlement, and to view or download Court documents, including the Long Form Notice, Preliminary Approval Order, Motion for Attorney Fees, Costs, and Service Awards, and the Claim Form. *Id.* Settlement Class Members were able to submit a Claim Form through a secure online portal on the Settlement Website. *Id.* Angeion also established a toll-free telephone support line dedicated to this Settlement. *Id.* ¶ 17.

Angeion estimates that Notice was successfully mailed to approximately 84% of Settlement Class Members. *Id.* ¶ 11. The deadline for Settlement Class Members to file claims was August 28, 2026. *Id.* ¶ 20.

Further, consistent with the Court’s Preliminary Approval Order and Mass. R. Civ. P. 23(e), on **May 12, 2026**, the Parties, through Angeion, provided notice of the proposed Settlement to the Massachusetts Interest on Lawyers’ Trust Accounts Committee (“IOLTA Committee”), including copies of the Settlement Agreement, Plaintiffs’ Motion for Preliminary Approval, and

the Court's Preliminary Approval Order. *Id.* ¶ 5, Ex. A. Accordingly, the Parties have complied with the IOLTA notice requirement set forth in the Court's Preliminary Approval Order.

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

The reaction of the Settlement Class to the Settlement has been overwhelmingly positive. 424 Claim Forms were submitted, *see id.* ¶ 20, resulting in a claims rate of 5.53%. The deadline to submit any objection to the Settlement was July 29, 2026. *Id.* ¶ 22. Angeion has received zero objections to the Settlement. *Id.*

III. ARGUMENT

A. Final Approval of the Settlement is Warranted.

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

A class action settlement may be granted final approval when the Court determines it is fair, reasonable, and adequate. *Sniffin v. Prudential Ins. Co.*, 395 Mass. 415, 421 (1985). The Court should consider “various factors,” *id.*, but there “is no single litmus test for a settlement's approval.” *Gulbankian v. MW Mfrs., Inc.*, No. 10-10392, 2014 WL 7384075, at *1 (D. Mass. Dec. 29, 2014).¹ When granting a settlement final approval, Massachusetts courts generally consider factors such as the “1. Likelihood of recovery, or likelihood of success; 2. Amount and nature of discovery or evidence; 3. Settlement terms and conditions; 4. Recommendation and experience of

¹ Massachusetts courts find federal class action case law “analogous and extremely useful” due to the similarities between Fed. R. Civ. P. 23 and Mass. R. Civ. P. 23. *See Kingara v. Secure Home Health Care Inc.*, 489 Mass. 393, 395 (2022).

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

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

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

Here, continued litigation would present meaningful risks to Plaintiffs and the Settlement Class. Defendant disputes liability, challenges the existence of cognizable damages, and would contest class certification. Data breach cases, in particular, present recurring issues of proof concerning causation, damages, and individualized impacts that could impede class-wide recovery.

Against those risks, the Settlement provides immediate, concrete relief to Settlement Class Members, including the opportunity to recover documented out-of-pocket losses, receive cash payments in lieu of providing documentation, and obtain identity theft protection services.

Importantly, this relief is available now, without the delay, expense, and uncertainty inherent in further litigation.

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

2. Complexity, Length, and Expense of Further Litigation

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

3. The Nature and Extent of Opposition to the Settlement

Courts “consider the existence of any objection as a factor” when analyzing whether to grant a class action settlement final approval. *Sniffin*, 395 Mass. at 426. This factor can be analyzed by comparing the number of objections to the number of claimants, in light of the extent to which notice reached absent class members. *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75,

96 (D. Mass. 2005). Here, notice successfully reached at least 84% of Settlement Class Members. *See* Angeion Decl. ¶ 11. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches² over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.³ As of August 27, 2026, the Settlement Administrator had received 424 claim forms. *Id.* ¶ 20. As of the Objection Deadline, zero Settlement Class Members have submitted objections to the Settlement. *Id.* ¶ 22. The absence of objections is indicative of class approval. *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 118 (2d Cir. 2005). As the Settlement Class supports the Settlement, this factor supports final approval.

In addition, the claims rate of approximately 5.53% reflects a positive reaction to the settlement and aligns with claims rates achieved in many class settlements that have received final approval. *See, e.g., Murray v. New Horizons Medical Inc.*, No. 2481CV01915 (Mass. Super. Ct. Sep. 24, 2025) (approving settlement with claims rate of approximately 1.19%); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377–78 (S.D. Fla. 2007) (approving settlement with claims rate of approximately 1.1%); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (approving settlement with a 0.83% claims rate); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-2522, 2017 WL 2178306, at *1-2 (D. Minn. May 17, 2017) (0.23% claims rate).

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

² Fed. Jud. Ctr., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

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

The amount and nature of the discovery conducted by the Parties support final approval. Class Counsel thoroughly investigated the Data Incident and Defendant prior to filing a complaint. Joint Decl. ¶ 5. Prior to reaching a settlement, the Parties exchanged informal discovery which helped provide a clear view of the strengths and weaknesses of their positions. *See id.* ¶ 11. This factor favors approval. *E.g., Robinson v. Nat'l Student Clearinghouse*, 14 F.4th 56, 59 (1st Cir. 2021) (finding final approval properly granted where defendant had provided informal pre-mediation discovery); *see also Curtis v. Scholarship Storage Inc.*, No. 14-303, 2016 WL 3072247, at *2 (D. Me. May 31, 2016) (“While the parties did reach agreement before many of the complex issues were raised, [the Court is] satisfied that they had sufficient information about the strengths and weaknesses of the claims at issue to make informed decisions about settlement.”).

5. The Presence of Good Faith and Absence of Collusion

The Settlement is the result of arm's length, good-faith negotiations and was not reached via collusive methods. The Parties, represented by experienced counsel, engaged in extensive arm's length negotiations. The Parties only reached a settlement after engaging in settlement communications and informal discovery, exchanging information about the number of breach victims, the types of information compromised in the breach, and Defendant's investigation of, and response to, the Data Incident. Joint Decl. ¶ 11. Under these facts, the Settlement was clearly reached in good faith and without collusion. *See Robinson*, 14 F.4th at 59 (internal quotations omitted) (finding good faith where defendant provided pre-mediation discovery and stating “[w]here the parties negotiated at arm's length and conducted sufficient discovery, the district court must presume the settlement is reasonable.”).

B. The Court Should Certify the Settlement Class

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

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

Rule 23(a) requires a showing of numerosity, commonality, typicality, and adequacy. *See, e.g., Fletcher v. Cape Cod Gas Co.*, 394 Mass. 595, 597 (1985). Here, all of these elements are satisfied. Numerosity is satisfied because there are approximately 7,682 Settlement Class Members, making joinder clearly impractical. *See, e.g., Delgado v. Arbor Homecare Servs., LLC*, No. ESCV201500471B, 2016 WL 3368735, at *2 (Mass. Super. May 10, 2016) (finding class of 376 satisfied numerosity); *Gammella v. P.F. Chang's China Bistro, Inc.*, 482 Mass. 1, 12 (2019) (class of approximately 7,000 satisfied numerosity).

Commonality is satisfied because all Settlement Class Members' claims arise out of the same Data Incident, and all Class Members' claims arise from the same alleged Data Incident and involve common factual and legal issues. There are many questions of law and fact common to all Settlement Class Members including, *inter alia*, whether Defendant had duties to safeguard the personal information in its possession; whether Defendant breached any duty owed to Settlement

Class Members; whether implied contracts existed between Settlement Class Members and Defendant; and whether Settlement Class Members are entitled to damages and the measure of such damages and relief. As such, commonality is satisfied. *See, e.g., Delgado*, 2016 WL 3368735, at *2 (commonality met where “class members have a common interest that arises out of a common relationship to a definite wrong”); *Schrier v. Banknorth, N.A. Massachusetts*, No. 021050B, 2004 WL 3152399, at *2 (Mass. Super. Dec. 30, 2004) (commonality satisfied where issue of whether defendant acted unfairly or deceptively was a question common to all class members).

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

Finally, Plaintiffs and Class Counsel are fair and adequate representatives of the Settlement Class. Plaintiffs have no potential conflicts with other members of the Settlement Class. Additionally, Class Counsel are highly experienced in class actions, and have demonstrated their commitment to prosecuting this litigation vigorously on behalf of the Class. Adequacy is therefore satisfied. *See id.* (finding adequacy where there was no discernible conflict between plaintiffs and the class, and plaintiffs’ counsel were experienced in class actions).

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

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

C. Notice Was Effective

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

As detailed in Section II (C) above, the Settlement Administrator distributed Notice as contemplated in the Settlement. Notice was successfully mailed to at least 84% of Settlement Class Members. *Id.* ¶ 11. Notice was also provided through the public settlement website. Accordingly, notice was effective in satisfaction of Mass. R. Civ. P. 23(d). *See Wright v. S. New Hampshire Univ.*, 565 F. Supp. 3d 193, 207 (D.N.H. 2021) (notice to class via direct email and mail notice

“constitute[d] a reasonable manner of providing notice to those parties who would be bound by the terms of the proposed settlement agreement”); *Meaden v. HarborOne Bank*, No. 23-CV-10467-AK, 2023 WL 3529762, at *4 (D. Mass. May 18, 2023) (same).

As of August 27, 2026, Angeion has received 424 Claim Forms, Angeion Decl. ¶ 20, resulting in a claims rate of 5.53%. This claims rate far exceeds the claims rate in many other data breach class actions that have been granted final approval. *See, e.g., Carter v. Vivendi Ticketing US LLC*, No. SACV2201981CJCDFMX, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (finding claims rate of 1.6% “in line with claims rates in other data breach class action settlements that courts have approved”); *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (granting final approval to a data breach settlement with a claims rate of 0.66%); *In re Forefront Data Breach Litig.*, No. 21-CV-887, 2023 WL 6215366, at *2 (E.D. Wis. Mar. 22, 2023) (“A claims rate of 1.46% is generally in line with the rate experienced in other data breach class actions.”); *Schneider*, 336 F.R.D. at 599 (“Here, the 0.83% claims rate ... is on par with other consumer cases, and does not otherwise weigh against approval”).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order (1) finally certifying the Settlement Class for settlement purposes; (2) granting final approval of the Settlement; (3) finding that Notice has been conducted in accordance with the Court-approved notice plan and due process; (4) granting Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses, and Service Awards; and (5) dismissing with prejudice Plaintiffs’ and Settlement Class Members’ claims against Defendant relating to the Data Incident.

Dated: September 2, 2026

Respectfully submitted,

/s/ Michael S. Appel

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CERTIFICATE OF SERVICE

I, Michael Appel, attorney for the Plaintiffs, hereby certify that on September 2, 2026, I served true copies of the above document upon all counsel of record:

Dated: September 2, 2026

Respectfully submitted,

/s/ Michael Appel
Michael Appel (BBO# 543898)