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COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss

SUPERIOR COURT

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

Plaintiffs,

v.

NORTH COTTAGE PROGRAM, INC.,

Defendant.

Case No. 2473CV00710

BRISTOL SUPERIOR COURT
FILED

SEP 16 2026

JENNIFER A. SULLIVAN, ESQ.
CLERK/MAGISTRATE

1 **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 September 16, 2026, 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 September 16, 2026, 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 84% of the 7,670 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, zero objections were filed by Settlement Class Members. 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 16th day of September, 2026.


Hon. Michael A. Cahillane
Justice of the Superior Court