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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION NO. 2481CV02873

WILLIAM MATIASEK, DIANE
REMICK, DONNA PRUITT, and DIANA
CERRONE, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

MYSTIC VALLEY ELDER SERVICES,
INC.,

Defendant.

Case No. 2481CV02873

2.17.26
Allowed after hearing.

^{LR} ~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT

On October 10, 2025, this Court entered an order allowing preliminary approval (the "Preliminary Approval Order") (Doc. 18) of the settlement (the "Settlement") between Plaintiffs William Matiasek, Diane Remick, Donna Pruitt, and Diana Cerrone ("Plaintiffs" or "Class Representative"), individually and on behalf of all others similarly situated (the "Settlement Class"), and Defendant Mystic Valley Elder Services, Inc., ("MVES" and together with Plaintiffs, the "Parties"), as memorialized in the Settlement Agreement, dated September 29, 2025.

On November 10, 2025, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing.

On February 17, 2026, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Approval Hearing, an affidavit or declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the Attorneys' Fees, Costs, and Expenses Award to Settlement Class Counsel, and the payment of Service Awards to the Class Representatives.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for MVES, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees and costs and the application for Service Awards to the Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expense, 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.

4. This Court grants final approval of the Settlement Agreement, including, but not limited to, the releases in the Settlement Agreement, including the Plaintiffs' Released Claims and Released Class Claims and the plans for implementation and distribution of the settlement benefits. The Court finds that the Settlement Agreement is in all respects fair, reasonable, and in the best interests of the Settlement Class. Therefore, all Class Members are bound by this Final Approval Order and Judgment, approving the Settlement Agreement.

5. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

OBJECTIONS

6. No objections were filed by Settlement Class Members.

7. All Settlement Class Members are deemed to have waived any objections by appeal, collateral attack, or otherwise.

CLASS CERTIFICATION

8. For purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following class (the "Settlement Class"):

All living persons whose Personal Information was compromised as a result of the Data Incident, including those who were sent an Incident notification letter.

9. Excluded from the Settlement Class are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families, and members of their staff.

10. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Massachusetts Rule of Civil Procedure 23 set forth in the Preliminary Approval Order.

11. The Court grants final approval to the appointment of Plaintiffs William Matiassek, Diane Remick, Donna Pruitt, and Diana Cerrone as Class Representatives. The Court concludes the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

12. The Court grants final approval to the appointment of A. Brooke Murphy of Murphy Law Firm, Jessica S. Peake of Mazow McCullough, PC, Leigh S. Montgomery of EKSM, LLP, and Kevin Laukaitis of Laukaitis Law LLC as Co-Lead Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

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 Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the right of Settlement Class members 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.

AWARD OF ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

14. The Court has considered Class Counsel's Motion for attorneys' fees, costs, expenses, and service awards. The Court awards Class Counsel the sum of \$173,333.33 as an award of attorneys' fees and the sum of \$7,576.81¹ in litigation costs. The Court finds these amounts of fees and costs to be fair and reasonable. These payments shall be paid in accordance with the Settlement Agreement.

15. The Court grants Class Counsel's request for service award to the Class Representative and awards \$2,500 each to Plaintiffs William Matiasek, Diane Remick, Donna Pruitt, and Diana Cerrone. The Court finds that these payments are justified by Class Representative's service to the Settlement Class. These payments shall be paid in accordance with the Settlement Agreement.

¹ The expense reimbursement request by Class Counsel was decreased by \$1,165.37 from that requested in Class Counsel's Motion for attorneys' fees, costs, expenses and service awards due to removal of travel expenses for the Final Approval hearing.

OTHER PROVISIONS

16. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

17. Within the time period set forth in the Settlement Agreement, the benefits provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms on approved claims, pursuant to the terms and conditions of the Settlement Agreement.

18. As of the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all of Plaintiff's Released Claims and Released Class Claims against all Released Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Plaintiffs' Released Claim(s) or Released Class Claim(s) is/are asserted.

19. Notwithstanding any of the terms in the Settlement Agreement, neither MVES nor the Released Persons shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than the Plaintiffs, each and all of the Settlement Class Members, and Class Counsel.

20. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in

any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys fees, costs, interest, or expenses that arise out of or relate to the allegations or subject matter of the Litigation and/or the Class Action Complaint filed in *In re Mystic Valley Elder Services, Inc.*, No. 2481 CV 02873 (Middlesex Cty. Sup. Ct.).

21. This Final Approval 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 MVES 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 MVES or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the action. This Final Approval 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 the Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by MVES, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein).

22. Any of the Released Persons may file the Settlement Agreement and/or this Final Approval Order and Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,

release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.


23. The Settlement Agreement and Final Approval Order and Judgment shall not be construed or be admissible as an admission by MVES that the 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 the Plaintiffs' Released Claims and Released Class Claims and other prohibitions set forth in this Final Approval 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 Approval Order and Judgment.

24. The Court hereby dismisses the Class Action Complaint filed in *In re Mystic Valley Elder Services, Inc.*, No. 2481 CV 02873 (Middlesex Cty. Sup. Ct.) and the Litigation and all claims therein on the merits and with prejudice and with said dismissal to be without fees or costs to any Party, except as provided in this Final Approval Order and Judgment.

25. Without affecting the finality of this Final Approval 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.

IT IS SO ORDERED.

Dated: 2.17.26

/s/ 
Hon. Emily A. Karstetter
