

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

Superior Court

ELAINE LAFRATTA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MEDICAL HEALTHCARE SOLUTIONS,
INC.,

Defendant.

Case No. 2277CV00106
(Lead Case)

#32

Consolidated With:

CHRISTIAN DONNER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MEDICAL HEALTHCARE SOLUTIONS,
INC.,

Defendant.

Case No. 2277CV00108

-and-

EVAN WEISENFELD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MEDICAL HEALTHCARE SOLUTIONS,
INC.,

Defendant.

Case No. 2277CV00110

~~PROPOSED~~ FINAL APPROVAL ORDER

Howes

On October 5, 2023, this Court entered an order allowing preliminary approval (the "Preliminary Approval Order") of the settlement (the "Settlement") between Plaintiff Elaine LaFratta ("Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated (the "Settlement Class"), and Defendant Medical Healthcare Solutions, Inc. ("MHS") and McCormack Consultants, Inc. ("MCI") (together with Plaintiff, the "Parties"), as memorialized in the Settlement Agreement, dated July 9, 2023.

On November 6, 2023, 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 8, 2024, 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 Approving 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 a Service Award to the Class Representative.

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 MHS and MCI, 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 a Service Award 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 Plaintiff's 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, 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. ^{three}~~Two~~ 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.

7. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement 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 only, the Court hereby finally certifies the following class (the "Settlement Class"):

[A]ll persons whose personally identifiable information and personal health information was accessed by and disclosed to unauthorized persons in the Data Breach, including all who were sent a notice of the Data Breach.

9. The Settlement Class specifically excludes:

MHS and MCI and their respective affiliates, parents, subsidiaries, officers, agents, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s).

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 Plaintiff Elaine LaFratta as Class Representative. The Court concludes the Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

12. The Court grants final approval to the appointment of Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C. and David Pastor of Pastor Law Office, PC as 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 \$ 242,422.00 as an award of attorneys' fees and \$ 6,567.16 as an award of costs and expenses, and the Court finds

this amount of fees, costs, and expenses 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 a service award to the Class Representative and awards \$ 2,000⁰⁰ to Plaintiff Elaine LaFratta. The Court finds that this payment is justified by Class Representative's service to the Settlement Class. This payment shall be paid in accordance with the Settlement Agreement.

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. The Court approves the Parties' selection of the Massachusetts IOLTA Committee as the Non-Profit Residual Recipient, as provided in ¶ 10.v. of the Settlement Agreement.

19. 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 Plaintiff, 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 Plaintiff, 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 Plaintiff's Released Claim(s) or Released Class Claim(s) is/are asserted.

20. Notwithstanding any of the terms in the Settlement Agreement, neither MHS, MCI, 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 Plaintiff, each and all of the Settlement Class Members, and Class Counsel.

21. The terms of the Settlement Agreement and this Final Approval Order 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 *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106 (Essex Sup. Ct.).

22. This Final Approval Order 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 MHS and MCI 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 MHS and MCI 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, 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 Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order may be filed in any action by MHS and MCI, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or this Final Approval Order (including, but not limited to, enforcing the releases contained herein).

23. Any of the Released Persons may file the Settlement Agreement and/or this Final Approval Order 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.

24. The Settlement Agreement and Final Approval Order shall not be construed or be admissible as an admission by MHS and MCI that Plaintiff's 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 Plaintiff's Released Claims and Released Class Claims and other prohibitions set forth in this Final Approval Order 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.

25. The Court hereby dismisses the Class Action Complaint filed in *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106 (Essex Sup. Ct.) and the Litigation and all claims therein with prejudice and with said dismissal to be without fees or costs to any Party, except as provided in this Final Approval Order.

and companion cases
Donner v. MHS - 2277CV108
Weisenthal v. MHS - 2277CV110

26. Without affecting the finality of this Final Approval Order, 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.

ORDERED this 8th day of February, 2024.



Justice of the Superior Court

ELIZABETH THE DUNIOW