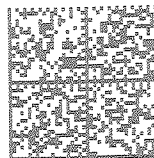


THOMAS H. DRISCOLL, JR., ESQUIRE
CLERK OF COURTS AND MAGISTRATE
J. MICHAEL RUANE JUDICIAL CENTER
56 FEDERAL STREET
SALEM, MASSACHUSETTS 01970

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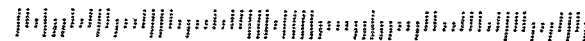
Kevin M McGinty, Esq.
Mintz Levin Cohn Ferris Et Al
One Financial Center
Boston, MA 02111



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Exhibit F
Proposed Final Order and Judgment

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

**SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT**

MICHAEL ANASTOS, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

Case No. 2277cv00245-A

THE LYON WAUGH AUTO GROUP,

Defendant

FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, this class action is pending before the Court;

WHEREAS, Michael Anastos (“Plaintiff”), individually and on behalf of the Class, and The Lyon Waugh Auto Group (“Defendant”), have agreed to settle Plaintiff’s claims related to a data breach perpetrated against Defendant in or around early December 2021 (the “Incident”);

WHEREAS, the Parties’ Stipulation of Settlement (“Settlement Agreement”), together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and final judgment resolving the Class’s claims against Defendant relating to the Incident;

WHEREAS, the Court previously granted preliminary approval to the Settlement Agreement, certified the Class for settlement purposes, and directed that notice of the proposed Settlement be provided to the Class;

WHEREAS, a declaration from the Settlement Administrator has been filed showing that notice was sent to the Class as directed by the Court; and

This matter coming before the Court upon the Plaintiff’s motion seeking final approval of

Exhibit F
Proposed Final Order and Judgment

the Settlement Agreement under Mass. R. Civ. P. 23(c), including final approval of payments of attorneys' fees and expenses and a service award in connection with final approval,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Terms and phrases in this order shall have the same meaning as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Action, the Plaintiff, the Class Members, and Defendant.

Settlement Class Certification.

3. The Court previously certified the Class pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure. The Court reaffirms certification of the Class defined as, based on the findings made in the Preliminary Approval Order:

All persons who live in Massachusetts, were customers of a Massachusetts Dealership, or were employed at or are beneficiaries of persons employed at a Massachusetts Dealership, as to whom PII was exposed to cybercriminals in the Incident and the PII exposed to cybercriminals included such persons' Social Security Number.²

4. The Court reaffirms appointment of Plaintiff as Class Representative and of Branstetter, Stranch & Jennings, PLLC; Cohen & Malad, LLP; Turke & Strauss LLP; and Sugarman, Rogers, Barshak & Cohen, P.C., as Class Counsel.

Preliminary Approval

5. The Court, having held a hearing on final approval of the Settlement Agreement and having considered the Settlement Agreement and the arguments of counsel, as well as the response of the Class Members to the notice, hereby grants final approval to the Settlement Agreement.

² "Massachusetts Dealership" means BMW of Peabody, MINI of Peabody, Acura of Peabody, Jaguar/Land Rover Peabody, and Mercedes Benz of Burlington. "PII" means personally identifiable information.

Exhibit F
Proposed Final Order and Judgment

6. The Court finds that the Settlement Agreement represents a fair, reasonable, and adequate compromise, and that it is in the best interests of the Class as to their claims against Defendant relating to the Incident.

7. The Court finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case; (b) meets all applicable requirements of law, including Massachusetts Rule of Civil Procedure 23.

8. The Court orders and directs the parties to implement the terms and benefits provided in the Settlement Agreement.

9. Pursuant to Mass. R. Civ. P. 23(e)(2), any residual funds from the Settlement shall be distributed to the Massachusetts IOLTA Committee to support activities and programs that promote access to the civil justice system for low income residents of the Commonwealth of Massachusetts.

Attorneys' Fees, Expenses, and Service Award

10. The Court finds that attorneys' fees to Class Counsel in the amount of \$247,000.00, to be paid by Defendant in addition to the other benefits of the Settlement Agreement, is fair and reasonable. The Court awards Class Counsel the agreed amount and directs payment to be made to Class Counsel pursuant to the terms of the Settlement Agreement.

11. Likewise, the Court finds that a service award to Plaintiff Michael Anastos in the amount of \$3,000, to be paid by Defendant in addition to the other benefits of the Settlement Agreement, is fair and reasonable. The Court awards Plaintiff the agreed amount and directs payments to be made to Plaintiff pursuant to the terms of the Settlement Agreement.

Exhibit F
Proposed Final Order and Judgment

Release and Termination of the Action

12. Upon the Effective Date, all Class Members shall be deemed to have given the release of all claims relating to or arising out of the Action, as provided in the Settlement Agreement (the "Settled Class Claims") as to all of the Defendant's Released Parties.

13. Plaintiff and Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit in any state, territorial or federal court, or any arbitration or administrative or regulatory or other proceeding in any jurisdiction, which asserts claims based on or in any way related to the Settled Class Claims, and this Court shall retain exclusive continuing jurisdiction to enforce said injunction.

14. This is a final order and judgment is entered upon the Settlement Agreement; this Order fully and finally resolves all claims in this Action as to the Class all Parties.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED.

SO ORDERED.


Justice of the Superior Court

Dated: 7/13/23