

COMMONWEALTH OF MASSACHUSETTS  
NORFOLK COUNTY SUPERIOR COURT DEPARTMENT

*Sandler v. The May Institute, Inc.,*  
**Case No. 2482CV00768**

**If You Are Receiving this Notice a Class Action Settlement May Affect Your Rights.**

*The Norfolk County Superior Court for the Commonwealth of Massachusetts  
authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit concerning The May Institute, Inc. (“The May Institute” or “Defendant”) and a data breach (the “Data Breach”) that occurred in December 2023, when one or more unauthorized individuals accessed information on a database belonging to The May Institute, including but not limited to, names and Social Security numbers (“PII”).
- The lawsuit is called *Sandler v. The May Institute, Inc.*, Case No. 2482CV00768. The lawsuit asserts claims related to the Data Breach. The Defendant in the lawsuit is The May Institute, Inc. The May Institute denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Members of the Class are all individuals to whom The May Institute sent notice of the Data Breach that occurred in December 2023. The Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (ii) Defendant’s officers and directors, and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads nolo contendere to any such charge.
- Class Members are eligible to make a claim for the following relief: (1) up to \$400 in reimbursement for Out-of-Pocket Losses consisting of actual documented losses or expenses resulting from the Data Breach; (2) up to \$2,500 in documented, extraordinary losses arising out of or related to identity theft; (3) a two-year membership of single-bureau (“1B”) credit monitoring with at least \$1,000,000.00 in fraud insurance; or (4) up to a \$50 Alternate Cash Payment in lieu of all the other benefits. The Settlement Administrator will post additional information about the payment amount on [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com). For complete details, please see the Settlement Agreement, whose terms control, available at [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com).
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>August 7, 2025</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <b>July 8, 2025</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by <b>July 8, 2025</b> . If you do not exclude yourself from the Settlement, you will remain in the Class and will give up the right to sue The May Institute, Inc. over the claims resolved in the Settlement.
<b>ATTEND THE FINAL FAIRNESS HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing. The Final Fairness Hearing will be held on <b>August 7, 2025 at 3:00 P.M.</b>
<b>DO NOTHING</b>	You get no payment and you give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com).
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes Final.

### **BASIC INFORMATION**

#### **1. What is this Notice and why should I read it?**

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Massachusetts Superior Court, Norfolk County, is overseeing this class action. The case is called *Sandler v. The May Institute, Inc.*, Case No. 2482CV00768 (the “Action”).

William Sandler is the Plaintiff. The company he sued, The May Institute, Inc., is the Defendant.

#### **2. What is a class action lawsuit?**

A class action is a lawsuit in which one or more plaintiffs—in this case, William Sandler, sues on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members. After the Parties reached an agreement to settle this case, the Court granted preliminary approval

QUESTIONS? CALL 1-888-497-8935 OR VISIT [WWW.THEMAYINSTITUTESETTLEMENT.COM](http://WWW.THEMAYINSTITUTESETTLEMENT.COM)

of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

## **THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT**

### **3. What is this lawsuit about?**

The Plaintiff claims that Defendant failed to implement and maintain reasonable security measures necessary to protect Private Information that it maintained on its database.

Defendant denies that it is or can be held liable for the claims made in the lawsuit. More information about the allegations in the lawsuit and Defendant's responses can be found in the "Court Documents" section of the Settlement Website at [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com).

### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Class Members will get compensation now rather than years later—if ever. The Class Representative and Class Counsel, attorneys for the Class Members, agree the Settlement is in the best interests of the Class Members. The Settlement is not an admission of wrongdoing by Defendant.

## **WHO'S INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement Class?**

You are part of the Settlement as a Class Member which includes all individuals whose personal information may have been compromised as a result of the Data Breach that the May Institute discovered in or about December 2023. The Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court's staff assigned to this case); (ii) Defendant's current officers and directors, and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads nolo contendere to any such charge. Eligible Class Members will have been mailed notice of their eligibility by the Settlement Administrator, and Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at **1-888-497-8935** or by visiting the Settlement Website at [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com).

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

This Settlement provides eligible Class Members with the option to claim many different types of benefits: (1) up to \$400 in reimbursement for Out-of-Pocket Losses consisting of actual documented losses or expenses resulting from the Data Breach; (2) up to \$2,500 in documented, extraordinary losses arising out of or related to identity theft; and/or (3) a two-year membership of single-bureau ("1B") credit monitoring with at least \$1,000,000.00 in fraud insurance; or (4) an Alternate Cash Payment up to \$50.

QUESTIONS? CALL 1-888-497-8935 OR VISIT [WWW.THEMAYINSTITUTESETTLEMENT.COM](http://WWW.THEMAYINSTITUTESETTLEMENT.COM)

## Who May Recover and for How Much?

- **Ordinary Out-of-Pocket Losses:** Every Settlement Class Member may submit a claim for up to \$400.00 each for out-of-pocket expenses and losses, which are unreimbursed costs, expenditures, or losses incurred by a Settlement Class member that are fairly traceable to the Data Breach (“Out-of-Pocket Losses”). Out-of-Pocket Losses may include, without limitation, the following:
  - unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Social Security number;
  - unreimbursed costs incurred on or after December 1, 2023, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
  - other unreimbursed miscellaneous expenses incurred related to any Out-of-Pocket Expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
  - other mitigative costs fairly traceable to the Data Breach that were incurred on or after December 1, 2023, through the date of the Settlement Class Member’s claim submission; and
  - unpaid time off work to address issues fairly traceable to the Data Breach at the actual hourly rate of that Settlement Class Member.
- **Extraordinary Losses:** All members of the Settlement Class who have suffered a monetary loss arising out of or related to identity theft and who submit a Valid Claim using the Claim Form are eligible for up to \$2,500 if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to identity theft; (2) the loss was more likely than not caused by the Data Breach; (3) the loss occurred between December 1, 2023 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories listed in above; and (5) the member of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- **Credit Monitoring Services:** The May Institute will pay for credit monitoring services as follows. All Settlement Class Members shall be offered the ability to claim a two-year membership of single-bureau (“1B”) credit monitoring with at least \$1,000,000.00 in fraud insurance. The credit monitoring services are in addition to any credit monitoring services The May Institute initially offered related to the December 2023 Data Breach.
- **Alternate Cash Payments:** Alternate Cash Payments: In lieu of all other Settlement Benefits listed above (including Ordinary and Extraordinary Out-of-Pocket losses and Credit Monitoring), Class Members may elect to claim a cash payment in an amount up to \$50.00.

QUESTIONS? CALL 1-888-497-8935 OR VISIT [WWW.THEMAYINSTITUTESETTLEMENT.COM](http://WWW.THEMAYINSTITUTESETTLEMENT.COM)

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

By submitting a valid claim form by on or before the claim deadline of August 7, 2025. If you received notification from The May Institute, Inc. or the Settlement Administrator that you are a potential Class Member, you can make a claim by filling out and submitting the claim form available at [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com).

You can also contact the Settlement Administrator to request a paper claim form by telephone 1-888-497-8935, email [TheMayInstituteSettlement@cptgroup.com](mailto:TheMayInstituteSettlement@cptgroup.com), or U.S. mail The May Institute Data Breach c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

Claims will be subject to a verification process. You will need the CPT ID provided on the front of your postcard Notice to fill out a Claim Form. If you do not know your CPT ID, please contact the Settlement Administrator.

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **August 7, 2025, at 3:00 P.M.** If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Class Members via written check unless a Class Member chooses to receive payment electronically. All checks will expire and become void 90 days after they are issued.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Kurt J. Hagstrom of Hagstrom Law Group and Philip J. Krzeski of Chestnut Cambronne, PA as “Class Counsel.”

#### Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers.

You can choose to hire your own lawyer, and ask your own lawyer to appear in Court for you, at your own expense, if you want someone other than Class Counsel to represent you.

### 10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid from the Settlement Fund. Class Counsel will not seek more than \$159,000 in attorneys’ fees and litigation costs and expenses. Class Counsel will also request a Service Award of up to \$3,000 for the

QUESTIONS? CALL 1-888-497-8935 OR VISIT [WWW.THEMAYINSTITUTESETTLEMENT.COM](http://WWW.THEMAYINSTITUTESETTLEMENT.COM)

Class Representative. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Class Representative. The Court may award less than the amounts requested.

## **YOUR RIGHTS AND OPTIONS**

### **11. What claims do I give up by participating in this Settlement?**

"Released Claims" means any and all past, present, and future claims and causes of action related to the Data Breach, including but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, et seq., and all similar statutes in effect in any states in the United States as defined below; state consumer-protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Persons based on, relating to, concerning or arising out of the alleged Data Breach or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation.

The Settlement Agreement in Subsections 1.24, 1.26, 1.27, 1.36, 5.1, and 9.3 describe the Release, Released Claims, and untimely Valid Claims in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com) or in the public court records on file in this lawsuit.

The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Agreement is executed. The Released Claims shall also not include the right of Plaintiff, any Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

### **12. What happens if I do nothing at all?**

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Breach. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. You won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues resolved in this Settlement.

### 13. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as “opting out”). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Defendant, and you may file your own lawsuit against Defendant based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must mail or email a “request for exclusion,” postmarked no later than **July 8, 2025**.

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail no later than **July 8, 2025**, stating that you want to be excluded from the *Sandler v. The May Institute, Inc.* class action. Be sure to include your name and address and sign the letter. Mail your Exclusion Request to: *The May Institute Data Breach*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

### 14. How do I object to the Settlement?

If you think that the Court should not approve the settlement, you can object to the Settlement and provide reasons why you think the settlement should not be approved. Such notice must state: (i) your full name and address; (ii) the case name and docket number, *Sandler v. The May Institute, Inc.*, Case No. 2482CV00768; (iii) information identifying yourself as a Class Member, including proof that you are a member of the Class (e.g., copy of your settlement notice, copy of original notice of the Data Breach, or a statement explaining why you believe you are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable; (v) the identity of any and all counsel representing you in connection with your objection; (vi) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than July 8, 2025 to the Settlement Administrator at the following address:

The May Institute Data Breach  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

Class Counsel will file all objection with the Court prior to the Final Fairness Hearing.

### THE COURT’S FAIRNESS HEARING

### 15. When and where will the Court hold a hearing on the fairness of the Settlement?

QUESTIONS? CALL 1-888-497-8935 OR VISIT [WWW.THEMAYINSTITUTESETTLEMENT.COM](http://WWW.THEMAYINSTITUTESETTLEMENT.COM)

The Court will hold the Final Fairness Hearing on **August 7, 2025, 3:00 P.M.** at the **650 High Street, Dedham, MA 02026, Courtroom 10**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award Payment to the Class Representative.

**Note:** The date and time of the Final Fairness Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com), or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

#### **16. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

#### **17. May I speak at the Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing concerning any part of the proposed Settlement.

### **GETTING MORE INFORMATION**

#### **18. Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.TheMayInstituteSettlement.com](http://www.TheMayInstituteSettlement.com).

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT [WWW.THEMAYINSTITUTESETTLEMENT.COM](http://WWW.THEMAYINSTITUTESETTLEMENT.COM), BY CALLING TOLL-FREE AT, 1-888-497-8935 BY EMAIL AT [THEMAYINSTITUTESETTLEMENT@CPTGROUP.COM](mailto:THEMAYINSTITUTESETTLEMENT@CPTGROUP.COM), OR WRITING TO:

*The May Institute Data Breach*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

QUESTIONS? CALL 1-888-497-8935 OR VISIT [WWW.THEMAYINSTITUTESETTLEMENT.COM](http://WWW.THEMAYINSTITUTESETTLEMENT.COM)