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COMMONWEALTH OF MASSACHUSETTS

NORFOLK COUNTY

SUPERIOR COURT DEPARTMENT

WILLIAM SANDLER,

*on behalf of himself and all others
similarly situated,*

Plaintiff,

v.

THE MAY INSTITUTE, INC.,

Defendant.

²⁴
CASE NO. ~~28~~2CV00768

~~[PROPOSED]~~ *JE*
**ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND NOTICE PLAN**

This matter comes before the Court on Plaintiff William Sandler's Unopposed Motion for Preliminary Approval of Class Action Settlement and Notice Plan ("Motion"). The Court has reviewed the Motion and the Class Action Settlement Agreement and Release ("Agreement") entered into by Plaintiff and Defendant The May Institute, Inc. ("The May Institute" or "Defendant"), and it finds that the Motion should be **GRANTED**.¹

1. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Class:

¹ Unless otherwise stated, all capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

All individuals whose personal information may have been compromised as a result of the cyberattack that The May Institute, Inc. discovered in or about December 2023.

2. 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 Incident or who pleads *nolo contendere* to any such charge.

3. The Settlement provides a Settlement Fund from which, after the reduction of payments for Settlement Administration costs and expenses, Class Counsel's attorneys' fees and expenses, and any Class Representative Service Award, the following Settlement benefits will be paid from the Settlement Fund to Class Members who submit valid and timely Claim Forms:

- a. up to \$400 in reimbursement for Out-of-Pocket Losses consisting of actual documented losses or expenses resulting from the Data Breach;
- b. up to \$2,500 in documented, extraordinary losses arising out of or related to identity theft;
- c. a two-year membership of single-bureau ("1B") credit monitoring with at least \$1,000,000 in fraud insurance; or
- d. up to a \$50 Alternate Cash Payment in lieu of all other benefits.

4. Based upon information provided, the Court finds that the Settlement Class satisfies the requirements of numerosity, commonality, typicality, and adequacy pursuant to Mass. R. Civ. P. 23(A), and the predominance and superiority requirements of Mass. R. Civ. P. 23(B).

5. The Court finds that: the Class is ascertainable; it numbers approximately 15,461 individuals, satisfying numerosity; there are common questions of law and fact, including whether Defendant's data security incident (the "Data Breach") potentially compromised Plaintiff's and Class Members' Private Information, satisfying commonality; the proposed Class Representative's

claims are typical, in that he is a member of the Class and alleges that he received notice from Defendant that his Private Information was potentially compromised in Defendant's Data Breach, thereby alleging he has been damaged by the same conduct as other Class Members; the proposed Class Representative and Class Counsel will fully, fairly and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a nationwide class for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

6. The Court appoints William Sandler as the Class Representative of the Class.

7. The Court appoints as Class Counsel Kurt J. Hagstrom of Hagstrom Law Group and Philip J. Krzeski of Chestnut Cambronne, PA.

8. The Court appoints CPT Group as Settlement Administrator.

9. The Court does hereby preliminarily approve the Settlement, including the notices and releases contained therein as being fair, reasonable, and adequate as to the Class Members, subject to further consideration at the Fairness Hearing described below.

10. The Notices attached as Exhibits to the Settlement Agreement (the "Notices" referred to throughout this Order) to be mailed, emailed, or published to each member of the Settlement Class constitute the best notice practicable under the unique circumstances of this case and constitute sufficient notice to all potential members of the Settlement Class, and satisfy all due process and Massachusetts Rule of Civil Procedure 23 requirements.

11. The Settlement Administrator shall cause Notices to issue as provided for in the Settlement Agreement. The Settlement Administrator shall also establish a settlement website and post the Settlement Agreement and the Notices on the Settlement Website and permit claims to be

filed electronically on the website. The cost of Notice and related settlement administration shall be paid exclusively by Defendant as provided for in the Settlement Agreement.

12. A Final Approval Hearing shall be held before the Court on August 7,
In Person, Courtroom 10
2025 at 3:00 ~~am~~ pm for the following purposes:

- a. To determine whether the proposed Settlement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether a Final Approval Order, as defined in the Agreement, should be entered;
- c. To determine whether the claims process under the Settlement is fair and reasonable, and it should be approved by the Court;
- d. To determine whether Plaintiff's application for Attorneys' Fees and Expenses, and requested Service Awards for the Class Representative, should be approved; and
- e. To rule upon such other matters as the Court may deem appropriate.

13. Plaintiff's Motion for Final Approval shall be filed at least fourteen (14) days before the Final Approval Hearing.

14. Any member of the Settlement Class who objects to approval of the proposed Settlement may appear and be heard at the Final Approval Hearing provided that the class member (as well as the objection) complies with the requirements and due dates set forth in the Notices and Settlement Agreement.

15. Timely objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court, only if, on or before sixty days after the Notice Commencement Date, said objector(s) shall mail the Settlement Administrator their written objections, together with supporting papers stating specifically the factual basis and legal grounds of the objections in compliance with the requirements and due dates

set forth in the Notices and Settlement Agreement. No person shall be entitled to be heard, and no objection shall be considered, unless these requirements are satisfied.

16. Any member of the Settlement Class who does not make objection to the Settlement in the manner provided in the Settlement Agreement and Notices shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

17. Pending final determination of whether the Agreement should be approved, Class Counsel, Plaintiff, and Class Members are barred and enjoined from commencing or prosecuting any action asserting any Released Claims against Defendant.

18. If the proposed settlement as provided in the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Final Approval Order as contemplated by the Settlement Agreement, or the Settlement Agreement is terminated under its terms, then the Settlement Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice to the rights of any and all parties thereof, who shall be restored to their respective positions immediately prior thereto, and this Order and related filings shall have no further force and effect whatsoever, whether evidentiary or otherwise.

19. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions, and proceedings in connection with this Order, the Agreement, and the Settlement, shall not constitute evidence, or an admission by Defendant that any acts of wrongdoing have been committed and shall not be deemed to create any inference that there is any liability on the part of Defendant. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions and proceedings in connection with this Order, the

Agreement and the Settlement shall not be offered or received in evidence or used for any purpose in this or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any kind of character in the United States or any other country except as necessary to enforce the terms of this Order or the Settlement.

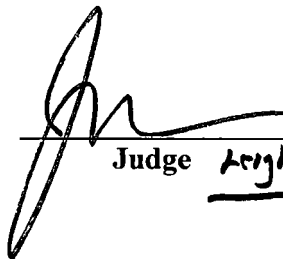
20. In addition to the deadlines imposed above, the Settlement Administrator and Parties shall abide by the following timeline:

From Date this Order is Entered	
Defendant provides list of Class Members to the Settlement Administrator	+7 days
Long and Short Notices Posted on the Settlement Website	+28 days
Notice Commencement Date	+30 days
From Notice Commencement Date	
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards	+46 days
Objection Deadline	+60 days
Settlement Administrator Provide List of Objections to the Parties' counsel	+67 days
Claims Deadline	+90 days

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Plaintiff and Defendant, if appropriate, without further notice to the Class.

IT IS ORDERED:

Date: 4/7/2025



Judge Longbottom