

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.

CASE NO. 2482CV00768

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): William Sandler, individually and on behalf of all others similarly situated (“Plaintiff”) and The May Institute, Inc. (“Defendant” and, together with Plaintiff, the “Parties” or “Settling Parties”). The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

INTRODUCTION

This Settlement resolves a putative nationwide class action brought by Plaintiff on behalf of himself and a purported class of similarly situated individuals.

PROCEDURAL BACKGROUND

The case arises from the alleged compromise of sensitive personal information as a result of a cybersecurity incident that Defendant discovered in or around December 2023 (the “Data Breach”) in which an unknown and unauthorized party was able to access certain files that might have included Plaintiff and Class Members’ personally identifiable information (“PII”) from Defendant’s system. Plaintiff and some putative Class Members allegedly provided their PII in order to obtain services from Defendant.

In response to the Data Breach, Defendant sent a Notice Letter (“Notice Letter”) in or around April 2024 to each of the potentially impacted individuals providing a description of the type of PII allegedly involved. Because of the alleged Data Breach, Plaintiff and Class Members allege that they suffered ascertainable losses and harm in the form of invasion of privacy, the loss of the benefit of the bargain, lost or diminished value of PII, out-of-pocket expenses, the value of their time reasonable incurred to remedy or mitigate the effects of the attack, emotional distress, and the imminent risk of future harm caused by the compromise of their sensitive PII.

On August 6, 2024, Plaintiff Sandler filed a class action lawsuit in the Norfolk County Superior Court captioned *Sandler v. The May Institute, Inc.*, Case No. 2482CV00768. Plaintiff alleged both individually and on behalf of a nationwide Class that, as a direct result of the Data Breach, Plaintiff and Class Members suffered numerous injuries and would likely suffer additional harm in the future. Plaintiff’s claims for alleged damages and remedies included the following categories of potential harms: (i) invasion of privacy; (ii) theft of PII; (iii) lost or diminished value of PII; (iv) lost time and opportunity costs associated with attempting to mitigate the consequences of the Data Breach; (v) loss of benefit of the bargain; (vi) lost opportunity costs associated with attempting to mitigate the actual consequences of the Data Breach; (vii) statutory damages;

(viii) nominal damages; and (ix) the continued and certainly increased risk to their PII, which:

- (a) remains unencrypted and available for unauthorized third parties to access and abuse; and
- (b) may remain backed up in Defendant's possession and is subject to further unauthorized disclosures so long as Defendant fails to undertake appropriate and adequate measures to protect the PII.

Plaintiff, individually and on behalf of other members of the proposed nationwide class, collectively asserted claims for negligence, breach of implied contract, and unjust enrichment. Defendant denies these allegations and the claims asserted in their entirety.

SETTLEMENT DISCUSSIONS

Recognizing the risk and expenses of prolonged litigation, the parties agreed to pursue informal discovery and negotiation discussions. After Defendant's production of informal discovery regarding the scope and nature of the Data Breach and several meetings and negotiations, the Parties were able to reach a resolution. The agreed resolution and settlement are memorialized in this Settlement Agreement.

Pursuant to the terms identified below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendant and the Released Persons (as defined below) relating to the Data Breach and this Litigation, by and on behalf of Plaintiff and Class Members.

PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLING

Plaintiff and Class Counsel believe the claims asserted in the Litigation, as set forth in their Complaint against Defendant, have merit. Plaintiff and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through motion practice, discovery, class certification, trial, and potential

appeals. Plaintiff and Class Counsel have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and, in particular, data incident and privacy litigation, and have previously served as lead counsel in other data incident class actions through final approval. Plaintiff and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Members.

DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged in the Complaint. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged. Defendant contends that it has maintained and continues to maintain reasonable security information practices. Nonetheless, Defendant has concluded that further conduct of litigation would be time-consuming and expensive, and that it is desirable that this matter be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant has considered the uncertainty and risks inherent in any litigation and in this matter. Defendant has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

TERMS OF SETTLEMENT

In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Class Members, Class Counsel, as set forth in the signature block below, and Defendant that, subject to the approval of the Court, the Released Claims (as defined

below) shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Class Members, without costs as to Released Persons, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement and subject to the approval of the Court, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Administration Fees” shall mean the fees, costs and other expenses incurred for Settlement Administration, as defined below.

1.2 “Agreement” or “Settlement Agreement” means this agreement.

1.3 “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.4 “Claim Form” means the form that will be used by Class Members to submit a Claim to the Settlement Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Commencement Deadline (as defined below). The Claims Deadline shall clearly be set forth in the order granting Preliminary Approval of the Settlement, as well as in the Notice and on the Claim Form.

1.6 “Class” or “Settlement Class” means 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. 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. It is estimated that the Class contains 15,461 members.

1.7 "Class Counsel" or "Settling Class Counsel" means Kurt J. Hagstrom of Hagstrom Law Group and Philip J. Krzeski of Chestnut Cambronne, PA.

1.8 "Class Member(s)" or "Settlement Class Member(s)" means any Person or Persons who falls within the definition of the Class.

1.9 "Court" means the Norfolk County Superior Court.

1.10 "Data Breach" means the cyberattack against Defendant allegedly involving the Plaintiff's and Class Members' PII, which occurred in or about December 2023 and is the subject of the Litigation.

1.11 "Dispute Resolution" means the process for resolving disputed Claims as set forth in this Agreement.

1.12 "Effective Date" shall be conditioned on the occurrence of all the following events:

- a) the Court has entered an Order of Preliminary Approval;
- b) Defendant has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 8.2;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.13.

and means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment or one (1) business day following entry of an order granting final approval of the settlement if no parties have standing to appeal; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys' fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

1.13 "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award or service awards made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.14 "Final Approval Order" is the order through which the Court grants final approval of class action settlement and finds that this settlement is fair, reasonable, and adequate.

1.15 "Judgment" means a judgment rendered by the Court.

1.16 “Litigation” means this case, *Sandler v. The May Institute, Inc.*, Case No. 2482CV00768, pending in the Norfolk County, Massachusetts Superior Court.

1.17 “Long Notice” means the long-form notice of settlement to be posted on the Settlement Website (as defined below), substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.18 “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A through C** and is consistent with the requirements of Due Process.

1.19 The “Notice Commencement Deadline” means 30 days after the entry of the Preliminary Approval Order, which is the date that Notice must be sent to Class Members as required in this Agreement.

1.20 “Objection Deadline” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Commencement Deadline, or such other date as ordered by the Court.

1.21 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.22 “Plaintiff” and/or “Class Representative” means William Sandler.

1.23 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Class. The Settling Parties’

proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit**

D.

1.24 “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, actions, causes of action, damages, fines, penalties, costs, charges, expenses, settlements, attorneys’ fees, losses, and remedies that result from, arise out of, are based upon, or relate to the Data Breach, including, but not limited to, any claim, action, cause of action, or settlement 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 express or implied warranty; breach of fiduciary duty; breach of confidence; breach of security; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claim, action, cause of action, or settlement 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, or the appointment of a receiver, whether known or unknown, existing or potential, 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, in whole or in part, the alleged Data Breach or the allegations,

transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of this Settlement Agreement.

1.25 “Related Entities” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, each of their respective predecessors, successors, directors, officers, shareholders, employees, principals, agents, attorneys, insurers, and reinsurers and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity involved in the Data Breach or who pleads *nolo contendere* to any such charge, and includes any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Breach who is, was, or could have been named as a defendant in any of the actions in the Litigation.

1.26 “Released Persons” means Defendant and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, shareholders, employees, principals, agents, attorneys, heirs, executors, members, managers, owners, shareholders, insurers, reinsurers, and any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Breach, who is, was or could have been named as a defendant in any of the actions in the Litigation.

1.27 “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors,

successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

1.28 “Service Award” shall have the meaning ascribed to it as set forth in ¶ 6.3 of this Settlement Agreement. The Service Award requested in this matter will be \$3,000 to the Class Representative, subject to court approval and will be in addition to any other Settlement benefits Plaintiff may receive. Any Service Award shall be paid by the Defendant, separate and apart from the relief to the Class.

1.29 “Settlement Administration” means the processing and payment of claims received from Class Members by the Settlement Administrator.

1.30 “Settlement Administrator” means CPT Group.

1.31 “Settlement Class Member” means an individual who falls within the definition of the Class.

1.32 “Settling Parties” means, collectively, Defendant and Plaintiff, individually and on behalf of the Class and all Released Persons.

1.33 “Short Notice” means the short notice of the proposed class action settlement, substantially in the form as shown in **Exhibit C** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website where recipients may view, *inter alia*, the Long Notice and make a claim for monetary relief. The Short Notice will also inform Class Members, *inter alia*, of the Claims Deadline, the Objection Date, and the date of the Final Fairness Hearing (as defined below).

1.34 “Settlement Website” shall be a dedicated website that the Settlement Administrator will establish and will contain detailed information about this Litigation.

1.35 “United States” as used in this Settlement Agreement means the United States of America and includes all of its States, the District of Columbia, and all territories.

1.36 “Unknown Claims” means any of the Released Claims that any Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred to Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Settling Parties acknowledge, and Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.37 “Valid Claims” means timely Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 The settlement shall be administered on a wholly claims made basis. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Claims Administrator.

2.2 Claimed Benefits: All Class Members shall have the opportunity to submit a Claim Form for certain claimed benefits. The claimed benefits, as described below, shall include: (1) Ordinary Out-of-Pocket Losses, (2) Extraordinary Losses, (3) Credit Monitoring, or (4) Alternative Cash Payment. Alternative Cash Payment cannot be combined with Ordinary Out of Pocket Losses or Extraordinary losses.

2.3 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 and reasonably traceable to the Data Breach (“Out-of-Pocket Losses”). Out-of-Pocket Losses may include, without limitation, the following:

- a. 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;
- b. unreimbursed costs incurred on or after December 1, 2023, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- c. other unreimbursed miscellaneous expenses incurred related to any Out-of-Pocket Expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- d. other mitigative costs fairly and reasonably 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

- e. unpaid time off work to address issues fairly traceable to the Data Breach at the actual hourly rate of that Settlement Class Member.

2.4 Settlement Class Members who elect to submit a claim for reimbursement of Out-of-Pocket Losses must provide to the Claims Administrator information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation reasonably supporting their claim; and (3) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Out-of-Pocket Losses should include receipts or other documentation not "self-prepared" by the Settlement Class Member concerning the costs incurred. Out-of-Pocket Losses will be deemed "fairly traceable" if: (1) the timing of the loss occurred on or after December 1, 2023, and (2) in the Claims Administrator's sole determination, the Out-of-Pocket Losses could reasonably be caused by the Data Breach.

2.5 Extraordinary Losses: All members of the Settlement Class who have suffered a monetary loss arising out of 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 ¶¶ 2.2–2.4 above; and (5) the member of the Settlement Class made reasonable efforts to avoid, or sought other reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

2.6 Credit Monitoring Services: Defendant will pay for credit monitoring services as follows. All Settlement Class Members shall be offered the opportunity 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 Defendant initially offered related to the December 2023 Data Breach.

2.7 Alternate Cash Payment: 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 make a claim for an alternative cash payment up to \$50.00. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form (Exhibit A to this Settlement Agreement), but no documentation is required to make a claim. The amount of the alternative cash payment may be decreased on a pro rata basis, depending on the number of valid claims filed and the amount of funds available for these payments. If a Class Member attempts to claim any of the other Settlement Benefits and the Alternative Cash Payment under the Settlement, the Settlement Administrator is authorized to contact the Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding which benefit he or she would like to select, or may (in the Settlement Administrator’s discretion) award the higher value Settlement Benefit(s), and deny the lower value benefit(s).

2.8 Aggregate Cap and Claims Process: All claims under ¶¶ 2.3, 2.5, 2.6, and 2.7, and all Settlement Expenses, Costs of Notice and Claims Administration, Attorneys’ Fees and Costs, Expenses, and Service Awards to Representative Plaintiffs under ¶¶ 1.28 and 6.3 of the Settlement Agreement are subject to an aggregate cap of \$500,000. If the total of payments, expenses, and costs above exceeds \$500,000, the amounts paid to Settlement Class Members will be prorated

downwards so that the total to be paid under this Settlement Agreement shall not exceed the available insurance.

2.9 Claim Form Submission: Settlement Class Members submitting a claim must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the Claims Deadline. A Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization is not required.

2.10 Security Related Measures: May Institute conducted an investigation, developed an action plan and implemented additional network security, data privacy and data security measures and enhancements that exceed \$50,000.00 in cost and value.

2.11 Confirmatory Discovery. Plaintiff has requested and Defendant has provided reasonable access to confidential confirmatory discovery regarding its information security policies, the number of Class Members broken down by category, state of residence, the facts and circumstances of the Data Breach and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect Class Members' PII.

2.12 Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket and Extraordinary Loss Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement

Administrator deems reasonably necessary to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties, by and through their respective Counsel. If, upon meeting and conferring, the Settling Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

2.13 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant twenty-one (21) days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.

2.14 Following timely receipt of additional information pursuant to a request by the Settlement Administrator under ¶ 2.13, the Settlement Administrator shall have ten (10) days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.

2.15 Class Members shall have ten (10) days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim.

2.16 Settlement Expenses. All costs for notice to the Class Members as required under ¶ 3.2, Administration Fees under ¶ 1.1, and the costs of Dispute Resolution described in ¶ 1.11 shall be paid by Defendant.

2.17 Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or canceled pursuant to the terms of the Settlement Agreement, this Settlement Agreement and the certification of the Class provided for herein will be vacated and the Litigation shall proceed as though the Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit D** in both terms and cost, requesting, *inter alia*:

- a) certification of the Class for settlement purposes only pursuant to ¶ 2.17;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Class Counsel as Class Counsel;
- d) appointment of Plaintiff Sandler as Class Representative;

- e) approval of the Short Notice to be mailed to Class Members in a form substantially similar to the one attached as **Exhibit C** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to the settlement, instructions for how to obtain the Settlement Benefits, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Fairness Hearing;
- g) approval of a Claim Form to be used by Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement;
- h) appointment of CPT Group as the Settlement Administrator, and;
- i) setting a Final Fairness Hearing date not earlier than 135 days after the Entry of the Preliminary Approval Order.

The Short Notice, Long Notice, and Claim Form may be revised as agreed upon by the Settling Parties before submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of notice. Any changes to the Preliminary

Approval Order, Short Notice, Long Notice, and Claim Form that do not materially affect the substance of the Settlement Agreement that the Court may require will not invalidate this Settlement Agreement.

3.2 Costs for providing notice to the Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Administration Fees shall be paid by Defendant. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and any Service Award to the Class Representative, as approved by the Court, shall also be paid by Defendant, separate and apart from the relief to the Settlement Class. Notice shall be provided to Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than seven (7) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, last known physical address, and last known email address of each Class Member (collectively, "Class Member Information") that Defendant possesses.
- b) Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

- c) *Settlement Website*: Within twenty-eight (28) days of the Preliminary Approval Order, the Settlement Administrator shall establish a Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; and (v) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically, and shall have a “Contact Us” page whereby Class Members can send an email with any additional questions to a dedicated email address and send hardcopy documents to a designated Post Office box established by the Settlement Administrator.
- d) *Short Notice*: Twenty-eight (28) days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator shall post the Short Notice to the Settlement Website. By the Notice Commencement Date (30 days after the entry of the Preliminary Approval Order), the Settlement Administrator shall begin to provide notice to the Class through the following means:
- i. via U.S. Mail to the Class Member’s postal address that Defendant provided to the Settlement Administrator. Before any mailing under

this paragraph occurs, the Settlement Administrator shall run the postal addresses of Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- ii. in the event that a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address if the Short Notice is returned as undeliverable;
- iii. in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the Class Member’s current address and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- e) Publishing, within twenty-eight (28) days of the Preliminary Approval Order, the Claim Form, Long Notice and this Settlement Agreement on the

Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

- f) A toll-free help line with an IVR system and a live operator option shall be made available to provide Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request;
- g) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Class may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval. The initial round of Notice under the Notice Program shall be completed within thirty (30) days after entry of the Preliminary Approval Order (the Notice Deadline).

3.4 Proposed Class Counsel and Defendant's counsel shall request that after notice is completed the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein, and request that the Final Fairness Hearing occur on a date that is convenient for the Court and is at least 135 days after the entry of the Preliminary Approval Order.

4. Objection Procedures

4.1 Each Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of their objection by the Objection Date. Such notice shall state: (i) the

objector's full name and address; (ii) the case name and docket number, *Sandler v. The May Institute*, Case No. 2482CV00768; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes they are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her 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 the Objection Date, to a dedicated address established by the Settlement Administrator. Not later than 14 days prior to the Final Fairness hearing, Class Counsel shall cause any objections to be filed with the Court and served upon all Parties.

4.2 Any Class Member who fails to comply with all requirements for objecting shall waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

5. Release

5.1 Upon the Effective Date, each Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and forever discharged all Released Claims as against all Released Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each 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 the Released Claims is asserted. Any other claims or defenses Plaintiff and each and all of the Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Breach, the Litigation, or the Released Claims are preserved and shall not be affected by the preceding sentence.

6. Plaintiff's Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiff

6.1 The Settling Parties did not discuss the payment of Attorneys' Fees, Costs, and Expenses and/or Service Awards to Plaintiff until after the substantive terms of the settlement had been agreed upon, other than that reasonable Attorneys' Fees, Costs, and Expenses and Service Award to Plaintiff as may be agreed to by Defendant and Class Counsel and as ordered by the Court shall be paid by Defendant.

6.2 Class Counsel shall file a Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Award at least fourteen (14) days before the deadline for Class Members to Object to the Settlement. Defendant agrees not to challenge a petition for an award of attorneys' fees and costs of approximately \$159,000.00. Any attorneys'

fees, costs, or service awards shall be paid to Class Counsel within fifteen (15) days after the Effective Date. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel.

6.3 Subject to Court approval, Plaintiff intends to request, and Defendant agrees not to challenge, a Service Award in the amount of up to \$3,000.00 for the Plaintiff as compensation for Plaintiff's time and efforts expended on behalf of the Class.

6.4 No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and/or Service Awards ordered by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

7. Administration of Claims

7.1 The Settlement Administrator shall administer and calculate the Claims submitted by Class Members. Class Counsel and Defendant shall be given regular reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process.

7.2 Payment of Valid Claims shall be made within forty-five (45) days of the Effective Date. Class Members may elect to receive settlement benefits via check or electronic payment.

7.3 All Class Members who fail to timely submit a Valid Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits

pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

7.4 No Person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, Plaintiff, and/or Defendant's counsel based on distributions of benefits to Class Members.

8. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

8.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Judgment granting final approval to the settlement and certification of the Class as set forth herein; and
- b) the Judgment has become Final, as defined in ¶ 1.13.

8.2 If all conditions specified in ¶ 1.13 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

8.3 In the event that the Settlement Agreement including the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this

Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Attorneys' Fees, Costs, and Expenses and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Class, Settlement Administration, and Dispute Resolution and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9. Miscellaneous Provisions

9.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

9.2 The Settling Parties intend this settlement to be a final and complete resolution of all claims and disputes between them, the Released Persons, and the Releasing Parties with respect to the Data Breach and this Litigation. The settlement compromises claims, including, but not limited to, all Released Claims, that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

9.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the 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.

9.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

9.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

9.6 This Settlement Agreement, including all exhibits hereto, contains the entire understanding between Defendant and Plaintiff, individually and on behalf of the Class and all Released Entities, regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Parties in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between the Parties.

9.7 Class Counsel, on behalf of the Class, and Defendant's counsel, on behalf of Defendant, are expressly authorized to take all appropriate actions required or permitted to be taken by the Parties pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Parties which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Parties.

9.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

9.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

9.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

9.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its

agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

9.12 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,” and “him” means “him, her, them, or it.”

9.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Massachusetts, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Massachusetts.

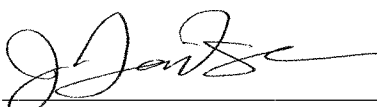
9.14 All dollar amounts are in United States dollars (USD).

9.15 If a Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Class Member’s right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Class Member’s right to receive monetary relief shall be extinguished, and there shall be no obligation to make payments to the Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

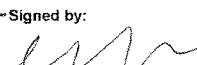
9.16 The Settlement Website shall be deactivated 180 days after the Effective Date.

9.17 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

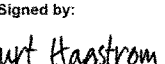
IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: 
Jeffrey Rosin
James W. Davidson
Attorneys for Defendant
The May Institute, Inc.

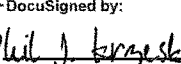
Date: 3/14/2025

Signed by:
By: 
William Sandler
Plaintiff

Date: 2/26/2025 | 5:56 PM CST

Signed by:
By: 
Kurt Hagstrom
Hagstrom Law Group

Date: 3/12/2025 | 12:24 PM CDT

DocuSigned by:
By: 
Philip Krzeski
Chestnut Cambronne, PA

Date: 3/7/2025 | 11:21 AM PST

Proposed Class Counsel

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
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 Deadline	+30 days
<u>From Notice Commencement Date</u>	
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
<u>Final Approval Hearing</u>	
	+135 (at minimum) from Order Granting Preliminary Approval
Motion for Final Approval	-14 days before Final Approval Hearing
<u>From Order Granting Final Approval</u>	
Effective Date	+1 day after all conditions met pursuant to ¶ 1.11 of the Settlement Agreement
Payment of Attorneys' Fees and Expenses and Class Representative Service Awards	+15 days after Effective Date
Payment of Claims to Class Members	+45 days after Effective Date

Exhibit A

COMMONWEALTH OF MASSACHUSETTS
NORFOLK COUNTY SUPERIOR COURT

**Your claim
must be
postmarked by:
XXXXXXX**

Sandler v. The May Institute, Inc., Case No. 2482 CV 00768

**The May
Institute**

Claim Form

This claim form should be filled out online or submitted by mail if you previously received written notice that your Personally Identifiable Information may have been compromised as a result of a Cyber-Attack that the May Institute, Inc. ("The May Institute") discovered in or about December 2023 (the "Data Breach"), and you would like to receive a benefit from the settlement.

This claim form must be mailed and postmarked by _____, **2025**. Alternatively, you may complete and submit your Claim Form online at www._____.com.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address

Notice ID Number

II. COMPENSATION FOR ORDINARY LOSSES AND EXTRAORDINARY LOSSES

Check the box for each category of benefits you would like to claim. Categories include: (1) Compensation for Ordinary Losses: Unreimbursed losses, up to a total of \$400 (includes ordinary Out-of-Pocket Expenses); and (2) Compensation for Extraordinary Losses: Up to \$2,500 in compensation for proven monetary losses.

Ordinary Losses Resulting from the Data Breach

_____ I incurred Out-of-Pocket Expenses as a result of the Data Breach.

Examples – Fees for credit reports, bank fees, long distance phone charges, data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.

COMMONWEALTH OF MASSACHUSETTS
NORFOLK COUNTY SUPERIOR COURT

**Your claim
must be
postmarked by:
XXXXXXX**

Sandler v. The May Institute, Inc., Case No. 2482 CV 00768

**The May
Institute**

Claim Form

All ordinary Out-of-Pocket Expenses must be attributable to the Data Breach.

Total amount for this category: \$ _____

Describe your ordinary Out-of-Pocket Expense(s) below, including date expense was incurred, the amount, and its relation to the Data Breach.

Supporting documentation must be provided. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

Extraordinary Losses Resulting from the Data Breach

_____ I incurred Extraordinary Expenses between December 1, 2023, and the Claims Deadline as a result of the Data Breach.

Total amount for this category: \$ _____

Check this box to confirm that you have not been reimbursed for these monetary losses and the losses are not already covered by one or more of the normal reimbursement categories.

Check this box to confirm that you have made efforts to avoid, or you have sought reimbursement for, the losses, including but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Describe your Extraordinary Expense(s) below, including date expense was incurred, the amount, and its relation to the Data Breach.

Documentation of the extraordinary loss is required. The loss must be more likely than not the result of the Data Breach and must not already be covered by the ordinary reimbursement category.

III. CREDIT MONITORING AND FRAUD INSURANCE

COMMONWEALTH OF MASSACHUSETTS
NORFOLK COUNTY SUPERIOR COURT

**Your claim
must be
postmarked by:
XXXXXXX**

Sandler v. The May Institute, Inc., Case No. 2482 CV 00768

**The May
Institute**

Claim Form

You may 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

If you wish to receive Credit Monitoring Services, check the box below, provide your email address in the space provided above, sign, and return this Claim Form. Submitting this Claim Form will not automatically enroll you in Credit Monitoring Services. To enroll, you must follow the instructions that will be sent to you using the email address you provided above after the Settlement is approved and becomes final (the "Effective Date").

☐ I would like to receive Credit Monitoring Services. I have provided my email address above.

IV. ALTERNATIVE CASH PAYMENT

In lieu of all other Settlement Benefits listed above (including Ordinary and Extraordinary Out-of-Pocket losses, and Credit Monitoring), you may elect to claim a cash payment in an amount up to \$50.00.

If you wish to receive a cash payment, check the box below.

☐ I would like to receive a Cash Payment.

IF YOU SELECT THE CASH PAYMENT, YOU CANNOT RECEIVE ANY OTHER OF THE SETTLEMENT BENEFITS OFFERED.

If your claim is approved and you qualify for a monetary payment, a check will be mailed to the address above. If you would like your payment to be delivered electronically, please submit your Claim Form online at www._____.com.

V. SIGN AND DATE YOUR CLAIM FORM

I attest under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Your signature

Date: _____
MM DD YYYY

Your name

Mail your completed claim form and documentation to:

**Your claim
must be
postmarked by:
XXXXXXX**

**COMMONWEALTH OF MASSACHUSETTS
NORFOLK COUNTY SUPERIOR COURT**

Sandler v. The May Institute, Inc., Case No. 2482 CV 00768

**The May
Institute**

Claim Form

The May Institute Settlement
c/o Settlement Administrator

Exhibit B

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.XXXXXXXXXX.com. For complete details, please see the Settlement Agreement, whose terms control, available at www.XXXXXXXXXX.com.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<Date>>.
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is <<Date>>.
ATTEND THE FINAL FAIRNESS HEARING	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 <<Date>> at <<Time>>.
DO NOTHING	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.XXXXXXXXXX.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 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

QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT www.XXXXXX.com

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.XXXXXXXXXXXXXX.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 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 <<Settlement Toll-Free Number>> or by visiting the Settlement Website at www.XXXXXXXXXXXXXX.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.

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.

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 [Month/Date/Year]. 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.XXXXXXXX.com.

You can also contact the Settlement Administrator to request a paper claim form by telephone (1-800-XXX-XXXX), email ([info@ www.XXXXXXXX.com](mailto:info@www.XXXXXXXX.com)), or U.S. mail (_____, (address, city, state) , (Zip)).

Claims will be subject to a verification process. You will need the Unique ID provided on the front of your postcard Notice (or the top of your email notice) to fill out a Claim Form. If you do not know your Unique 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 <<DATE>>, <<TIME>>. 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 180 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

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.XXXXXX.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 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 <<Objection Date>>, to the Settlement Administrator at the following address:

<<Dedicated Objection Address>>.

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing on <<FinalApprovalHearingDateandTime>> at the <<CourtAddress>>. 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.XXXXXXXXXX.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.

15. 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.

16. 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

17. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.XXXXXXXXXXXXXX.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT www.XXXXXXXXXX.com, BY CALLING TOLL-FREE AT, <<SETTLEMENTTOLLFREENUMBER>>, BY EMAIL AT info@XXXXXXXXXXXX.com, OR WRITING TO:

The May Institute Data Breach
c/o

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

Exhibit C

Superior Court, Norfolk
Sunder v. The May Institute,
Docket Number 2482CV00768
Inc.

c/o Settlement Administrator

P.O. Box XXXX

City, State Zip

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

<<Barcode>>

NOTICE OF CLASS ACTION

SETTLEMENT

You may be entitled to submit a claim
for monetary compensation under a
class action settlement.

www.XXXXXXXX.com

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

Superior Court in Norfolk County, Massachusetts
Docket Number 2482CV00768
The May Institute, Inc., Case No. 2482CV00768 (Norfolk County Mass. Sup. Ct.) you are receiving this notice
you are a class member if you received notice that your personal information was potentially compromised
as a result of the data security incident that The May Institute experienced in December 2023 (the "Data Breach").

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, The May Institute has agreed to pay into a Settlement Fund which will be distributed to Class Members who submit Valid Claims. Class Members are eligible to receive 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 Incident; (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. More information about the types of Claims and how to file them is available at www.XXXXXXXX.com.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment, you must complete and submit a Claim Form online at www.XXXXXX.com. Your Claim Form must be postmarked or submitted online no later than , **2025**. is the Settlement Administrator.

Objecting. You have the right to object to the Settlement. Written objections must be signed, mailed to the Settlement Administrator, postmarked no later than , **2025**, and provide the reasons for the objection. If you intend to file an objection, please review the full requirements for filing an objection located at www.XXXXXXXX.com.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims.

Attend the Final Approval Hearing. The Court will hold a Final Approval Hearing at m. on , **2025** to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

Who are the attorneys for the Plaintiff and the proposed Class? The Court has appointed Kurt J. Hagstrom of Hagstrom Law Group and Philip J. Krzeski of Chestnut Cambronne, PA to represent the Class.

Do I have any obligation to pay attorneys' fees or expenses? No. Attorneys' fees and expenses will be paid exclusively by Defendant as awarded and approved by the Court. Class Counsel will request Attorneys' fees and litigation expenses in an amount not exceeding \$159,000. The motion for attorneys' fees and expenses will be posted on the Settlement Website once it is filed. You may hire your own attorney at your own expense, but you do not need to do so.

How much are the Class Representative Service Awards? The Class Representative will seek a Service Award in the amount of \$3,000.

Date Filed 4/2/2025 2:16 PM

Superior Court, Norfolk
By clicking on this link, you agree to the terms of the settlement agreement, learn more about the case, or learn more about submitting a Claim?

Docket Number 2482CV00768 Notice is a summary of the proposed Settlement.

Exhibit D

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.

CASE NO. 282CV00768

**[PROPOSED]
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 _____, 2025 at ____ 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:

<u>From Date this Order is Entered</u>	
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
<u>From Notice Commencement Date</u>	
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: _____

Judge