

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the District of Massachusetts  
*Dunn, et al. v. Complete Payroll Solutions, LLC*, Case No. 1:25-CV-30045-LTS

**Were you notified that your Personal Information may have been compromised by the Complete Payroll Solutions Data Incident? You may be eligible for benefits from a Class Action Settlement.**

*A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer*

- A Settlement has been reached with Complete Payroll Solutions, LLC (the “Defendant” or “CPS”) in a class action lawsuit regarding unauthorized access to the Defendant’s computer systems that occurred on or around March 10, 2024 (the “Data Incident”) that potentially exposed individuals’ personally identifiable information (“Private Information”). The Defendant denies any wrongdoing but has agreed to a Settlement to avoid the costs and risks associated with continuing this case.
- You are included as a Settlement Class Member if you were sent a notice from the Defendant regarding potential impact from the Data Incident discovered on or around March 10, 2024 or otherwise determined to have potentially had your Private Information impacted by the Data Incident.
- Under the proposed Settlement, the Defendant will establish a Settlement Fund of \$2,600,000 to cover cash payments to Settlement Class Members (estimated at \$100), reimbursement for documented monetary losses of up to \$5,000, and three years of credit monitoring, as well as Costs of Claims Administration and court-approved attorney’s fees, litigation expenses, and Service Awards.
- As a Settlement Class Member, your rights are affected whether you do or do not act. Please read this Notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to receive a payment and other benefits from this Settlement is by submitting a valid and timely Claim Form.	<b>June 18, 2026</b>
<b>OPT OUT OF THE SETTLEMENT</b>	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	<b>May 19, 2026</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Fairness Hearing. If you object, you can still submit a Claim Form for benefits.	<b>May 19, 2026</b>
<b>DO NOTHING</b>	If you do nothing, you will not get any benefits and you give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant about the claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

**Questions? Visit [www.CPSSettlement.com](http://www.CPSSettlement.com) or call toll-free (833) 447-9925.**

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Litigation, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Dunn, et al. v. Complete Payroll Solutions, LLC*, Case No. 1:25-CV-30045-LTS pending in the United States District Court for the District of Massachusetts. The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Complete Payroll Solutions, LLC is called the “Defendant” or “CPS.”

### **2. What is this Litigation about?**

On March 10, 2024, the Defendant became aware of a cybersecurity incident (the “Data Incident”), which an investigation determined potentially impacted certain data including names, addresses, Social Security numbers, driver’s license numbers, financial information, and health insurance information. The Defendant sent Notice to impacted individuals beginning on February 25, 2025 and continuing through April 25, 2025. Among other claims, the Plaintiffs allege that the Defendant is liable for negligence, breach of implied contract, invasion of privacy, and unjust enrichment. The Defendant denies all of the Plaintiffs’ claims and maintains that it did not do anything wrong.

### **3. What is a class action?**

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Patrick Dunn, Patricia Brown, Eric Marcial, Sokankelly Lim, Patrick Nowak, Carolyn Strycharz, and James Connors.

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

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” think the Settlement is best for all Settlement Class Members.

## **WHO IS IN THE SETTLEMENT?**

### **5. Who is included in the Settlement?**

The Settlement Class includes all persons who were sent a notice from Defendant regarding potential impact from the Data Incident discovered by the Defendant on or around March 10, 2024 or otherwise determined to have potentially had their personal information impacted by the Data Incident.

### **6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are the Defendant, any entity in which the Defendant has a controlling interest, and the Defendant’s officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

## THE SETTLEMENT CLASS MEMBER BENEFITS

### **7. What can I get from this Settlement?**

If approved by the Court, Defendant will establish a Settlement Fund of \$2,600,000 to pay all Valid Claims submitted by the Settlement Class, together with Costs of the Claims Administration, any Court-awarded attorneys' fees and litigation expenses, and Service Award payments to the Class Representatives.

The Settlement will provide cash payments and three (3) years of Credit Monitoring to all Settlement Class Members who submit a valid and timely claim.

There are two (2) types of cash payments that are available to Settlement Class Members. Settlement Class Members may submit a claim for one or both of the following in addition to Credit Monitoring:

- (1) **Documented Monetary Losses:** Reimbursement of up to \$5,000 in documented unreimbursed monetary losses per claimant; or
- (2) **Pro Rata Cash Payment:** An estimated \$100 cash payment, subject to a *pro rata* (proportional) increase or decrease depending upon the number of Valid Claims received.

Note: You do not need to submit a claim for Documented Monetary Losses to submit a claim for a *Pro Rata* Cash Payment and/or Credit Monitoring.

### **8. Tell me more about reimbursement for Documented Monetary Losses.**

Settlement Class Members may choose to receive up to \$5,000 for unreimbursed losses and expenses attributable to the Data Incident. Documentation must be provided. Losses may include but are not limited to:

- Out of pocket credit monitoring costs that were incurred on or after March 10, 2024 through June 18, 2026;
- Unreimbursed losses associated with actual fraud or identity theft; and
- Unreimbursed bank fees, long distance phone charges, postage, or mileage.

To receive reimbursement for Documented Monetary Losses, Settlement Class Members must submit a Claim Form declaring that the losses or expense were incurred as a result of the Data Incident with "reasonable documentation" supporting the losses. Reasonable documentation is third-party documentation of losses and expenses such as identity theft monitoring expenses, credit card statements, phone bills, etc.

Settlement Class Members cannot be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant.

Settlement Class Members who make a claim for Documented Monetary Losses can also choose to receive a *Pro Rata* Cash Payment and three (3) years of Credit Monitoring as described below.

### **9. Tell me more about the Pro Rata Cash Payment.**

In addition to reimbursement for Documented Monetary Losses, Settlement Class Members can also choose to submit a claim for a *Pro Rata* Cash Payment, estimated to be \$100. The final amount of the *Pro Rata* Cash Payment will be calculated after Costs of Claims Administration, attorneys' fees and litigation expenses, Service Awards, and claims for Documented Monetary Losses and then Credit Monitoring have been paid out of the Settlement Fund.

Settlement Class Members who make a claim for a *Pro Rata* Cash Payment can also choose to receive three (3) years of Credit Monitoring.

Settlement Class Members will not need to supply any documentary proof to select this option.

**10. Tell me more about the Credit Monitoring benefit.**

In addition to the Documented Monetary Losses and/or the *Pro Rata* Cash Payment, Settlement Class Members may also choose to receive three (3) years of Credit Monitoring.

Settlement Class Members who choose to receive Credit Monitoring will receive a code to enroll in the program. The program will provide three (3) years of one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

Settlement Class Members will not need to supply any documentary proof to select this option.

**11. What claims am I releasing if I stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.CPSSettlement.com](http://www.CPSSettlement.com).

**HOW TO GET A PAYMENT – MAKING A CLAIM**

**12. How do I submit a Claim Form and get Settlement Class Member Benefits?**

Claim Forms may be submitted online by 11:59 p.m. ET on **June 18, 2026** at [www.CPSSettlement.com](http://www.CPSSettlement.com) or mailed to the Claims Administrator so that they are postmarked by **June 18, 2026** at:

*Dunn, et al. v. Complete Payroll Solutions, LLC*  
c/o Kroll Settlement Administration LLC  
ATTN: Claims  
P.O. Box 5324  
New York, NY 10150-5324

Claim Forms are available on the Settlement Website. You may also contact the Claims Administrator to request a Claim Form by telephone **(833) 447-9925**, or by U.S. Mail at the address above.

**13. When will I get my payment?**

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Fairness Hearing on **June 25, 2026** at **02:00 p.m. ET**, to decide whether to approve the Settlement, how much attorneys’ fees and litigation expenses to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

Yes, the Court appointed Danielle L. Perry of Mason LLP, Carl V. Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC, and David K. Lietz of Milberg PLLC, as Class Counsel to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

**Questions? Visit [www.CPSSettlement.com](http://www.CPSSettlement.com) or call toll-free (833) 447-9925.**

If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **15. Should I get my own lawyer?**

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **16. How will the lawyers be paid?**

Class Counsel's attorneys' fees, costs, and litigation expenses will be paid from the Settlement Fund. Class Counsel is entitled to seek no more than one-third (33%) of the Settlement Fund (\$866,666.67) as reasonable attorneys' fees, plus reimbursement of reasonable out-of-pocket litigation expenses, subject to Court approval.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **17. How do I opt out of the Settlement?**

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The opt-out deadline to submit a request for exclusion from the Settlement is **May 19, 2026**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Claims Administrator that includes the following information:

- A statement indicating that you want to opt out of the Settlement Class, such as "I wish to be excluded from the Settlement Class in *Dunn, et al. v. Complete Payroll Solutions, LLC*, Case No. 1:25-CV-30045-LTS";
- Your full name, current address, telephone number, and email address (if any); and
- Your personal signature.

Your request for exclusion must be mailed to the Claims Administrator at the address below, postmarked no later than **May 19, 2026**.

*Dunn, et al. v. Complete Payroll Solutions, LLC*  
c/o Kroll Settlement Administration  
ATTN: Exclusion Request  
P.O. Box 5324  
New York, NY 10150-5324

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

### **OBJECTING TO THE SETTLEMENT**

#### **18. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for attorneys' fees and litigation expenses, or the Service Award payments, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include:

- a. Your full name, current mailing address, telephone number, and email address (if any);
- b. Information and proof that you are a Settlement Class Member (e.g., copy of the Notice, copy of the original Notice of the Data Incident);
- c. The grounds for the objection, including any legal support for the objection you believe to be applicable;
- d. Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- e. The identity of your attorney(s) representing you in connection with the objection (if any);
- f. Whether you and/or your attorney(s) will appear at the Final Fairness Hearing;
- g. A list of all settlements to which you and/or your attorney(s) have objected within the previous three (3) years;
- h. Your signature and the signature of your duly authorized attorney's or other duly authorized representative (along with documentation of this representation).

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object to the Settlement at the Final Fairness Hearing and shall be bound by the terms of the Settlement Agreement and by all orders and judgments in the Litigation.

Objections must be mailed to the Claims Administrator at the address below, postmarked no later than **May 19, 2026**:

*Dunn, et al. v. Complete Payroll Solutions, LLC*  
 c/o Kroll Settlement Administration  
 ATTN: Exclusion Request  
 P.O. Box 5324  
 New York, NY 10150-5324

### **THE COURT'S FINAL FAIRNESS HEARING**

#### **19. When is the Court's Final Fairness Hearing?**

The Court is scheduled to hold a Final Fairness Hearing on **June 25, 2026 at 02:00 p.m. ET**, at the United States District Court for the District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210, to decide whether to approve the Settlement, how much attorneys' fees and litigation expenses, to award to Class Counsel for representing the Settlement Class, and whether to award a \$2,500 Service Award to each of the seven Class Representatives who brought this Litigation on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check **www.CPSSettlement.com** for updates.

#### **20. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to come to the Final Fairness Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

#### **21. What is the difference between objecting and opting out?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement means telling the

Court you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

### **IF YOU DO NOTHING**

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

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement Agreement and not be eligible to receive a payment or other benefits from this Settlement.

### **GETTING MORE INFORMATION**

#### **23. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.CPSSettlement.com](http://www.CPSSettlement.com). If you have additional questions or need to update your address, you may contact the Claims Administrator by phone at (833) 447-9925 or by mail at:

*Dunn, et al. v. Complete Payroll Solutions, LLC*  
c/o Kroll Settlement Administration  
P.O. Box 5324  
New York, NY 10150-5324