

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

PATRICK DUNN, *et al.*, individually, and on  
behalf of all others similarly situated,

Plaintiffs,

v.

COMPLETE PAYROLL SOLUTIONS, LLC,

Defendant.

Case No. 1:25-cv-30045

Judge: Hon. Leo T. Sorokin

---

**ORDER GRANTING MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

**THIS MATTER** is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law (ECF Nos. 52–53) for consideration of whether the Settlement<sup>1</sup> reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of the Settlement Class**

1. The Court provisionally certifies the following Settlement Class for settlement

---

<sup>1</sup> All capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement, attached to the Declaration of Danielle L. Perry as Exhibit 1. *See* ECF No. 53-2.

purposes only, finding it is likely to final certify it at the final approval stage:

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

The Settlement Class specifically excludes: (i) Defendant CPS, any entity in which Defendant has a controlling interest, and 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.

2. The Court has subject matter jurisdiction. Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs, Patrick Dunn, Patricia Brown, Eric Marcial, Sokankelly Lim, Patrick Nowak, Carolyn Strycharz, and James Connors are designated and appointed as the Class Representatives.

5. 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; are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that these counsel are experienced and will adequately protect the interests of the Settlement Class.

#### **Preliminary Approval of the Proposed Settlement**

6. Upon preliminary review, pursuant to Fed. R. Civ. P. 23(e)(2) and other factors considered by First Circuit Courts, the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

#### **Final Approval Hearing**

7. A Final Approval Hearing shall take place before the Honorable Leo T. Sorokin on **June 25, 2026**, at 2:00 p.m in Courtroom 13 of the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210 to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions

on how to attend shall be posted by the Claims Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards of up to \$2,500.00 per Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file the Application for Attorneys' Fees and Costs no later than 14-days before the deadline for Settlement Class Members to object to or opt-out from the Settlement. Class Counsel shall file Motion for Final Approval of Class Action Settlement no later than 30-days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees, costs, and Service Awards and determine whether to grant final approval of the Settlement Agreement.

10. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, no Settlement Class Member that has elected to opt-out from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Preliminary Approval Order pertaining to objections, which are described below.

**Settlement Administration**

11. Kroll Settlement Administration LLC is appointed as the Claims Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Claims Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

**Notice to the Settlement Class**

12. The Notice, including the Short Notice and Long Notice, along with the Claim Form, attached as exhibits to the Settlement Agreement, satisfy the requirements of [Federal Rule of Civil Procedure 23](#) and due process, and thus are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Claims Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of [Federal Rule of Civil Procedure 23](#), the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

**Opting-Out of the Settlement Class**

14. Any Settlement Class Member that wishes to opt-out of the Settlement must submit

a written notification of such intent either electronically or by United States mail to the designated address established by the Claims Administrator, postmarked no later than the Opt-Out Deadline, which is 60-days after the Notice Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class member who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15. Settlement Class Members cannot opt-out by telephone or email. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

16. All Settlement Class members who submit valid and timely requests to opt-out of the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

#### **Objecting to the Settlement**

17. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

18. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court before the Objection Deadline, which

shall be 60-days after the Notice Deadline. For the objection to be considered by the Court, the written objection must include:

- a. the objector's full name, address, telephone number, and e-mail address (if any);
- b. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
- c. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- d. a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- e. the identity of any and all counsel representing the objector in connection with the objection;
- f. a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- g. a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and
- h. the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking the objector's deposition or requesting documents, to be completed before the Final Approval Hearing.

19. Objections must timely postmarked by the Objection Deadline and sent to the designated Post Office box established by the Claims Administrator.

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Preliminary Approval Order by appeal or any other means.

### **Claims Process and Distribution Plan**

21. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

22. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

### **Termination of the Settlement and Use of this Order**

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions

existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

#### **Stay of Proceedings**

25. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and judgment, or until further order of this Court.

26. Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally

enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court’s decision as to whether to grant Final Approval of the Settlement.

**Adjournment or Continuance of Final Approval Hearing**

27. The Court, at its direction, may adjourn or continue the Final Approval Hearing date without further written notice to the Settlement Class. If the Court does so, the new date shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Claims Administrator on the Settlement Website.

**Jurisdiction Pending Settlement Approval**

28. For the benefit of the Settlement Class and to protect this Court’s jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

**Summary of Deadlines**

29. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

<b>Notice Program Begins (Email Notice and Postcard Notice Sent)</b>	Within 30 days following entry of the Preliminary Approval Order
<b>Deadline to file Application for Attorneys’ Fees, Costs, and Service Awards</b>	14 days prior to the Objection Deadline
<b>Deadline to file Motion for Final Approval of Class Action Settlement</b>	30 days prior to the Final Approval Hearing

<b>Opt-Out Deadline</b>	60 days after the Notice Deadline
<b>Objection Deadline</b>	60 days after the Notice Deadline
<b>Deadline to Submit Claim Forms</b>	90 days after the Notice Deadline
<b>Final Approval Hearing</b>	To be scheduled by the Court, at least 120 days from the date preliminary approval is granted.

**DONE AND ORDERD** this 18th day of February, 2026.

/s/ Leo T. Sorokin  
\_\_\_\_\_  
HON. LEO T. SOROKIN  
UNITED STATES DISTRICT JUDGE