

**IN THE UNITED STATES DISTRICT COURT  
FOR THE 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-LTS

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement, dated as of the last date all parties have executed, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Patrick Dunn, Patricia Brown, Eric Marcial, Sokankelly Lim, Patrick Nowak, Carolyn Strycharz, and James Connors (collectively, “Representative Plaintiffs”), individually and on behalf of all other similarly situated individuals (the “Settlement Class” or “Class Members,” as defined below), by and through their counsel of record Danielle L. Perry of Mason LLP, Carl V. Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC, and David K. Lietz of Milberg PLLC (“Class Counsel”), on the one hand; and (ii) Defendant Complete Payroll Solutions, LLC (“CPS” or “Defendant”), by and through its counsel of record, Jordan S. O’Donnell of Mullen Coughlin, LLC (“Defendant’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

## I. RECITALS

**WHEREAS**, on or around March 10, 2024, CPS 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.

**WHEREAS**, after CPS identified approximately 376,943 individuals whose Private Information (defined below) may have been impacted by the Data Incident, notice was sent to those individuals beginning on February 25, 2025 and continuing through April 25, 2025.

**WHEREAS**, Plaintiffs are persons who received notice from CPS and/or were identified that their Private Information may have been impacted by the Data Incident.

**WHEREAS**, after Defendant’s announcement of the Data Incident, multiple class action lawsuits were filed and subsequently consolidated before Judge Leo T. Sorokin in the United States District Court for the District of Massachusetts. On March 18, 2025, the first case was filed: *Dunn v. Complete Payroll Solutions LLC*, Case No. 1:25-cv-30045 (D. Mass.). Between March 18 and May 9, 2025, six additional actions were filed.

**WHEREAS**, On May 9, 2025, Judge Sorokin issued a *sua sponte* order indicating his intention to consolidate the seven pending actions and requiring the Parties to file their positions on consolidation. ECF No. 13. The cases were subsequently consolidated (“The Litigation”), and on July 3, 2025, the Plaintiffs filed a consolidated amended complaint. On August 8, 2025, the Parties filed a joint motion to stay the cases pending mediation, which was granted on August 11, 2025.

**WHEREAS**, prior to mediation, the Parties engaged in informal discovery and exchanged detailed mediation statements. On December 17, 2025, the Parties participated in an all-day

mediation overseen by Bennett Picker, Esq. of Stradley Ronon Stevens & Young, LLP. Mr. Picker is an experienced and highly sought-after data breach mediator. The mediation was successful.

**WHEREAS**, the Consolidated Complaint in the Litigation asserts the following claims: (i) negligence; (ii) breach of implied contract; (iii) breach of third-party beneficiary contract (iv) invasion of privacy/intrusion upon seclusion; (v) unjust enrichment, and; (vi) declaratory judgment.

**WHEREAS**, CPS denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

**WHEREAS**, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

**WHEREAS**, CPS denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of CPS with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that CPS has asserted or would assert.

**WHEREAS**, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions

of this Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

**WHEREAS**, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against CPS relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against CPS relating to the Data Incident.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and CPS that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

## **II. DEFINITIONS**

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

1. "Agreement" or "Settlement" or "Settlement Agreement" means this agreement.
2. "Claims Administration" means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims

Administrator (defined below).

3. “Claims Administrator” means Kroll Settlement Administration LLC, a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

4. “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is mailed to Settlement Class Members.

5. “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit A** attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

6. “Claims Period” means the ninety (90) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

7. “Class Counsel” means Danielle L. Perry of Mason LLP, Carl V. Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC, and David K. Lietz of Milberg PLLC.

8. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

9. “Court” means the United States District Court for the District of Massachusetts.

10. “Data Incident” means the potential unauthorized access of certain information on CPS’s computer systems discovered on or about March 10, 2024, which gave rise to the Litigation.

11. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 76.

12. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); 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’ fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

13. “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

14. “Judgment” means a judgment rendered by the Court, after the Final Fairness Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Judgment, which CPS must approve before filing.

15. “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

16. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short

Notice and Long Notice.

17. “Notice Deadline” means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice.

18. “Objection Date” means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

19. “Opt-Out Date” means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

20. “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.

21. “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” mean Patrick Dunn, Patricia Brown, Eric Marcial, Sokankelly Lim, Patrick Nowak, Carolyn Strycharz, and James Connors.

22. “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit C**.

23. “Private Information” means names, addresses, Social Security numbers, Driver’s

license numbers, financial information, and health insurance information.

24. “Released Claims” shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action 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; all state consumer protection statutes, including but not limited to Mass. Gen. Laws ch. 93A; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of third-party beneficiary 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, 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, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) based on, relating to, concerning or arising out of the Data Incident 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 Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement.

25. “Released Parties” means Complete Payroll Solutions, LLC and each of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, departments, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, officers shareholders, successors, assigns, and owners, and all of their attorneys, advisors, consultants, vendors, heirs, executors, administrators, insurers, and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

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

27. “Settlement Class” means 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.

28. “Settlement Class List” means the list generated by CPS containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class, which CPS shall provide to the Claims Administrator within seven (7) days of entry of the Preliminary Approval Order and engagement of a Claims Administrator.

29. “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

30. “Settlement Fund” shall mean a non-reversionary common fund in the amount of \$2,600,000.00.

31. “Settlement Website” means the website described in Paragraph 55(c).

32. “Settling Parties” means, collectively, CPS and Plaintiffs, individually and on behalf of the Settlement Class.

33. “Short Notice” means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit D** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing. The Short Notice shall also contain a “tear-off” summary claim form, with business reply mail (BRM) postage, that will allow Settlement Class Members to claim the pro rata cash payment and credit monitoring offered.

34. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her

settlement with, and release of, the Released Parties, 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 stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement 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 by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Settlement Class Members, including Plaintiffs, 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 Plaintiffs, expressly shall have, and each other Settlement 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 but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement 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.

35. “United States” as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

36. “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process.

### **III. SETTLEMENT BENEFITS**

37. Settlement Fund. Defendant is responsible for making payment of the total sum of \$2,600,000.00, which shall constitute the entire Settlement Fund. Defendant shall not be required to pay any more money under this Settlement. An initial up-front amount, to be determined by the Settlement Administrator, shall be paid to the Settlement Administrator to cover the initial notice costs, within thirty (30) days after the Court enters a Preliminary Approval Order. Defendant shall have the balance of the Settlement Fund deposited within thirty (30) days of the Effective Date.

38. The Settlement Fund shall be used to pay, in the following order: (1) all Settlement Administration Costs; (2) any Service Awards awarded to Class Representative; (3) any attorneys’ fees and litigation expenses awarded to Class Counsel; and (4) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim.

39. The Settlement Fund shall be deposited in an appropriate qualified settlement fund (within the meaning of Treasury Regulation § 1.468 B-1) established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

40. Settlement Class Member Benefits. When submitting a Claim, Settlement Class Members may elect to receive both Documented Monetary Losses and a Pro Rata Cash Payment.

Additionally, Settlement Class Members may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or elects to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

41. Documented Monetary Losses. Settlement Class Members may submit a Claim for a cash payment under this paragraph for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable third-party documentation (such as identity theft monitoring expenses, credit card statements, phone bills, etc.) supporting the losses. Documented Monetary Losses may include but are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after March 10, 2024 through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or mileage at the prevailing IRS business use mileage rate for the year incurred for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. Settlement Class Members shall not 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 or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Claims

Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected a Pro Rata Cash Payment only.

42. Pro Rata Cash Payment. In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees, Costs, and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

43. Credit Monitoring. In addition to electing any of the other benefits, Settlement Class Members may claim three (3) years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services.

44. Pro Rata Adjustments to Cash Payments. Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly. For purposes of calculating the pro rata increase or decrease, the Claims Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, before making any Pro Rata Cash Payments. Any pro rata increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

45. Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, CPS has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. Prior to the Final Fairness Hearing, CPS will detail these business practice changes to Class Counsel in a confidential declaration, that will be submitted to the Court for *in camera* review upon request.

46. Duties of Claims Administrator. The Claims Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a) Administering and overseeing the Settlement funds provided by CPS to pay Approved Claims.
- b) Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c) Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d) Providing Notice to Settlement Class Members via U.S. mail;
- e) Establishing and maintaining the Settlement Website;
- f) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- g) Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- h) Reviewing, determining the validity of, and processing all claims submitted by

Settlement Class Members and transmitting to Class Counsel and CPS's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;

- i) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and CPS's Counsel a copy thereof immediately upon receipt. If the Claims Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Claims Administrator shall promptly provide copies thereof to Class Counsel and to CPS's Counsel;
- j) Working with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- k) After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l) Providing bi-weekly or other periodic reports to Class Counsel and the CPS's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
- m) In advance of the Final Fairness Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n) Performing any function related to Settlement Administration at the agreed-



upon instruction of Class Counsel or CPS's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

48. Limitation of Liability. The Parties, Class Counsel, and CPS's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

49. Dispute Resolution for Claims. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in Paragraph 42 above; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Claims Administrator will consider (i) whether the timing of the loss occurred on or after March 10, 2024; and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in CPS's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete

and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

50. 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 Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

51. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims

Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.

52. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

#### **IV. SETTLEMENT CLASS CERTIFICATION**

53. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for

herein, will be vacated and the Litigation shall proceed as though the Settlement 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 Settlement 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.

## V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

54. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's 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 attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of 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;
- d) appointment of Plaintiffs Patrick Dunn, Patricia Brown, Eric Marcial, Sokankelly Lim, Patrick Nowak, Carolyn Strycharz, and James Connors as Class Representatives;
- e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form

substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;

- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit C**, attached hereto; and
- h) appointment of Kroll Settlement Administration LLC as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

## **VI. NOTICE**

55. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Rule 23 of the Federal Rules of Civil Procedure and constitutional due process requirements.

- a) Within seven (7) days after the date of the Preliminary Approval Order, CPS shall provide the Settlement Class List to the Claims Administrator.
- b) The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail, to the extent mailing addresses are available, by the Notice Deadline by mailing the Short Notice to the last known

mailing addresses for Settlement Class Members. Prior to mailing, the Claims Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the claims deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard. The Claims Administrator shall also issue notice by publication by issuing a press release announcing the Settlement on or around the Notice Date.

- c) The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Long Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys’ fees, costs, and service awards; and motion for final approval.
- d) A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members’ inquiries.
- e) The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- f) At the discretion of Class Counsel, the Claims Administrator shall send a

reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate is less than 3.0% forty-five (45) days prior to the Claims Deadline.

- g) Before the Final Fairness Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

Notice to the Settlement Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by CPS.

56. Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

## **VII. OPT-OUT PROCEDURES**

57. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded

from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date, and must include the Person's full name, current address, telephone number, and email address (if any).

58. All Persons who submit valid and timely Requests for Exclusion, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

59. In the event that within twenty-one (21) days after the Opt-Out Date, there have been Requests for Exclusion totaling more than five hundred (500) individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

60. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

#### **VIII. OBJECTION PROCEDURES**

61. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii)



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); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) 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). To be timely, written notice of an objection to the designated Post Office box established by the Claims Administrator by the Objection Date.

62. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 61 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member 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 Paragraph 61.

## **IX. RELEASES**

63. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,

relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, 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.

64. Upon the Effective Date, CPS shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses CPS may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

65. Notwithstanding any term herein, neither CPS nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

#### **X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

66. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses

and/or service award to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that CPS would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to each Plaintiff as may be ordered by the Court.

67. Class Counsel may petition the court for attorneys' fees not to exceed one-third (1/3) of the Settlement Fund (\$866,666.67), plus reimbursement of reasonable out-of-pocket litigation expenses. The motion for attorneys' fees, expenses, and service awards shall be filed no later than fourteen (14) days prior to the Objection and Opt-Out deadlines.

68. Subject to Court approval, CPS has agreed not to object to a request for a service award in the amount of \$2,500.00 to each of the seven named Plaintiffs.

69. If awarded by the Court, the Claims Administrator shall pay the attorneys' fees, costs, expenses, and service awards to the Claims Administrator within fourteen (14) days after payment by Defendant of the outstanding balance of the Settlement Fund, after the Effective Date.

70. Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. 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, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **XI. ADMINISTRATION OF CLAIMS**

71. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Claims Administrator's and claims referee's, as applicable,

determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by CPS shall be deemed a Valid Claim.

72. Payment for Valid Claims shall be issued, via check or electronically (by preference of the Settlement Class Member), within thirty (30) days of the Effective Date, or within twenty-one (21) days of the date that the claim is approved, whichever is later.

73. All Settlement Class Members who fail to timely submit a 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 expressly allowed by law or the Settling Parties' written agreement, 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.

74. No Person shall have any claim against the Claims Administrator, claims referee, CPS, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by CPS to implement the Business Practice Changes.

75. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

## **XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

76. The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their

counsel;

- b) the Court has entered the Preliminary Approval Order without material change;
- c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) CPS has not exercised its option to terminate the Settlement Agreement;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein (and in substantially the same form as **Exhibit E**); and
- f) the Judgment has become Final.

77. If all conditions specified in Paragraph 76(a)–(f) 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.

78. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant’s Counsel a complete list of all timely and valid Requests for Exclusion (“Opt-Out List”).

79. In the event that the Settlement Agreement or 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 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, 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, CPS shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, 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.

### **XIII. MISCELLANEOUS**

80. The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement 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.

81. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises 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 in the Settlement Agreement.

82. 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 Parties; 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 Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties 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.

83. 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.

84. This Agreement contains the entire understanding between CPS and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between CPS provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between CPS and Plaintiffs. Any agreements reached between CPS, Plaintiffs, and any third party, are expressly excluded from this provision.

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

86. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class 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 Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

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

89. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

90. 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.

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

92. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will



have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

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

94. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and CPS each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

95. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

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

**PLAINTIFFS:**

Signed by:  
*Patrick Dunn*  
A2BA8CFC8FFE470...  
\_\_\_\_\_  
Patrick Dunn, Plaintiff  
2/10/2026  
Date: \_\_\_\_\_

\_\_\_\_\_  
Patricia Brown, Plaintiff  
Date: \_\_\_\_\_

\_\_\_\_\_  
Eric Marcial, Plaintiff  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sokankelly Lim, Plaintiff  
Date: \_\_\_\_\_

\_\_\_\_\_  
Patrick Nowak, Plaintiff  
Date: \_\_\_\_\_

\_\_\_\_\_  
Carolyn Strycharz, Plaintiff  
Date: \_\_\_\_\_

\_\_\_\_\_  
James Connors, Plaintiff  
Date: \_\_\_\_\_

**PLAINTIFFS:**

---

Patrick Dunn, Plaintiff

Date: \_\_\_\_\_

---

Patricia Brown, Plaintiff

Signed by:

*Patricia Brown*

DA924F8EB2BC422...

Date: \_\_\_\_\_  
2/9/2026

---

Eric Marcial, Plaintiff

Date: \_\_\_\_\_

---

Sokankelly Lim, Plaintiff

Date: \_\_\_\_\_

---

Patrick Nowak, Plaintiff

Date: \_\_\_\_\_

---

Carolyn Strycharz, Plaintiff

Date: \_\_\_\_\_

---

James Connors, Plaintiff

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

Patrick Dunn, Plaintiff

Date: \_\_\_\_\_

---

Patricia Brown, Plaintiff

Date: \_\_\_\_\_

---

  
Eric Marcial (Feb 9, 2026 17:52:20 EST)  
Eric Marcial, Plaintiff

Date: 02/09/2026

---

Sokankelly Lim, Plaintiff

Date: \_\_\_\_\_

---

Patrick Nowak, Plaintiff

Date: \_\_\_\_\_

---

Carolyn Strycharz, Plaintiff

Date: \_\_\_\_\_

---

James Connors, Plaintiff

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

Patrick Dunn, Plaintiff

Date: \_\_\_\_\_

---

Patricia Brown, Plaintiff

Date: \_\_\_\_\_

---

Eric Marcial, Plaintiff

Date: \_\_\_\_\_

Signed by:  
  
45223D0E6D2846F...

---

Sokankelly Lim, Plaintiff

2/9/2026

Date: \_\_\_\_\_

---

Patrick Nowak, Plaintiff

Date: \_\_\_\_\_

---

Carolyn Strycharz, Plaintiff

Date: \_\_\_\_\_

---

James Connors, Plaintiff

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

Patrick Dunn, Plaintiff

Date: \_\_\_\_\_

---

Patricia Brown, Plaintiff

Date: \_\_\_\_\_

---

Eric Marcial, Plaintiff

Date: \_\_\_\_\_

---

Sokankelly Lim, Plaintiff

Date: \_\_\_\_\_

*Patrick Nowak*

Patrick Nowak (Feb 10, 2026 22:53:37 EST)

---

Patrick Nowak, Plaintiff

Date: Feb 10, 2026

---

Carolyn Strycharz, Plaintiff

Date: \_\_\_\_\_

---

James Connors, Plaintiff

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

Patrick Dunn, Plaintiff

Date: \_\_\_\_\_

---

Patricia Brown, Plaintiff

Date: \_\_\_\_\_

---

Eric Marcial, Plaintiff

Date: \_\_\_\_\_

---

Sokankelly Lim, Plaintiff

Date: \_\_\_\_\_

---

Patrick Nowak, Plaintiff

Date: \_\_\_\_\_



---

Carolyn Strycharz, Plaintiff

Date: 02 / 09 / 2026

---

James Connors, Plaintiff

Date: \_\_\_\_\_

**PLAINTIFFS:**

---

Patrick Dunn, Plaintiff

Date: \_\_\_\_\_

---

Patricia Brown, Plaintiff

Date: \_\_\_\_\_

---

Eric Marcial, Plaintiff

Date: \_\_\_\_\_

---

Sokankelly Lim, Plaintiff

Date: \_\_\_\_\_

---

Patrick Nowak, Plaintiff

Date: \_\_\_\_\_

---

Carolyn Strycharz, Plaintiff

Date: \_\_\_\_\_

Signed by:



QB406EE5F094419...

---

James Connors, Plaintiff

Date: 2/13/2026



**COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:**

Date: February 9, 2026

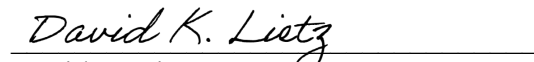


---

Danielle L. Perry  
**Mason LLP**  
5335 Wisconsin Avenue, NW, Suite 640  
Washington, DC 20015  
Tel: (202) 429-2290  
[dperry@masonllp.com](mailto:dperry@masonllp.com)

---

Carl V. Malmstrom  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLC**  
111 W. Jackson Blvd., Suite 1700  
Chicago, Illinois 60604  
Tel: (312) 984-0000  
Fax: (212) 686-0114  
[malmstrom@whafh.com](mailto:malmstrom@whafh.com)



---

David K. Lietz  
**MILBERG PLLC**  
5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
[dlietz@milberg.com](mailto:dlietz@milberg.com)


***Counsel for Plaintiffs and the Proposed Class***

**COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:**

Date: \_\_\_\_\_


---

Danielle L. Perry  
**Mason LLP**  
5335 Wisconsin Avenue, NW, Suite 640  
Washington, DC 20015  
Tel: (202) 429-2290  
[dperry@masonllp.com](mailto:dperry@masonllp.com)



---

Carl V. Malmstrom  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLC**  
111 W. Jackson Blvd., Suite 1700  
Chicago, Illinois 60604  
Tel: (312) 984-0000  
Fax: (212) 686-0114  
[malmstrom@whafh.com](mailto:malmstrom@whafh.com)



---

David K. Lietz  
**MILBERG PLLC**  
5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
[dlietz@milberg.com](mailto:dlietz@milberg.com)

*Counsel for Plaintiffs and the Proposed Class*

Date: \_\_\_\_\_

---

Danielle L. Perry  
**Mason LLP**  
5335 Wisconsin Avenue, NW, Suite 640  
Washington, DC 20015  
Tel: (202) 429-2290  
[dperry@masonllp.com](mailto:dperry@masonllp.com)

---

Carl V. Malmstrom  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLC**  
111 W. Jackson Blvd., Suite 1700  
Chicago, Illinois 60604  
Tel: (312) 984-0000  
Fax: (212) 686-0114  
[malmstrom@whafh.com](mailto:malmstrom@whafh.com)

---

David K. Lietz  
**MILBERG PLLC**  
5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
[dlietz@milberg.com](mailto:dlietz@milberg.com)

*Counsel for Plaintiffs and the Proposed Class*

**COUNSEL FOR DEFENDANT:**

Date: 02/13/2026

---

Jordan S. O'Donnell (BBO# 684001)  
**MULLEN COUGHLIN LLC**  
426 W. Lancaster Avenue, Suite 200  
Devon, PA 19333

Tel: (267) 930-4106  
jsodonnell@mullen.law

**DEFENDANT:**

Date: 02/12/2026

*R. C. Clark*  
R. C. Clark (02/12/2026 14:55:54 PST)

Name Russ Clark

Title: CFO

# **EXHIBIT A**

\*000000000000\*  
000000000000

Your claim must be submitted online or postmarked by: **Month xx, 2026**

**CLAIM FORM**

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



**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, you have been identified as a Settlement Class Member whose Private Information was potentially impacted in the Data Incident. You may submit a claim for Settlement benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

**To receive Credit Monitoring and reimbursement for Documented Monetary Losses and/or a Pro Rata Cash Payment, you must submit a Claim Form by **Month xx, 2026**.**

Claims may be submitted online at [www.\[website\].com](http://www.[website].com) or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail to:

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

**You may submit a claim for any or all of the following Settlement Benefits:**

**Documented Monetary Losses:** Settlement Class Members may choose to receive up to \$5,000 for unreimbursed monetary losses and expenses incurred as a result of the Data Incident. Documentation must be provided. See Section III for a list of documented losses. If your Claim Form is incomplete, you will automatically receive a *Pro Rata* Cash Payment rather than your claim being rejected.

**AND/OR**

**Pro Rata Cash Payment:** Settlement Class Members may also submit a claim to receive a *Pro Rata* Cash Payment, estimated to be \$100. The exact amount of this payment will be determined later based on the total number of Valid Claims submitted, this is called a *pro rata* distribution.

**AND/OR**

**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.

**I. NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

\_\_\_\_\_  
**First Name**

\_\_\_\_\_  
**Last Name**

\_\_\_\_\_  
**Address 1**

\_\_\_\_\_  
**Address 2**

\*830760000000\*

830760000000

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_

Telephone Number (optional): ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**II. PROOF OF SETTLEMENT CLASS MEMBERSHIP**

Check this box to certify if you are an individual who received a Notice of Data Breach Letter from Defendant concerning the Data Incident.

Enter the Class Member ID Number provided on your Notice:

Class Member ID : X X X X X \_\_\_\_\_

**III. REIMBURSEMENT FOR DOCUMENTED MONETARY LOSSES**

Settlement Class Members may choose to receive up to \$5,000 for reimbursement of for out-of-pocket losses and expenses attributable to the Data Incident. Losses include, but are not limited to: (1) out-of-pocket credit monitoring costs that were incurred on or after March 10, 2024 through [Claims Deadline]; (2) unreimbursed losses associated with actual fraud or identity theft; and (3) unreimbursed bank fees, long distance phone charges, postage, or mileage.

To receive reimbursement for Documented Monetary Losses, Settlement Class Members must complete this Claim Form and submit it 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. If you do not provide documentation or complete the Claim Form properly, your claim will be considered incomplete, and you will automatically receive a *Pro Rata* Cash Payment rather than your claim being rejected.

Please confirm that you have attached documentation for your claim by checking the box below:

I have attached documentation showing that the losses and expenses listed below were incurred as a result of the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	07/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	

\*8307600000000\*

8307600000000

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
	____/____/____ (mm/dd/yy)	\$ _____	

**IV. PRO RATA CASH PAYMENT**

Settlement Class Members may also submit a claim to receive a *Pro Rata* Cash Payment, estimated to be \$100. The exact amount of this payment will be determined later based on the total number of Valid Claims submitted, this is called a *pro rata* distribution. **You may also submit a claim for Reimbursement For Documented Monetary Losses.**

Yes, I choose a *Pro Rata* Cash Payment.

**V. 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.

Yes, I choose Credit Monitoring.

**VI. PAYMENT SELECTION**

If you would like to receive your cash payment through electronic transfer, please select from **one** of the following payment options:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your account: \_\_\_\_-\_\_\_\_-\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

If you do not select an electronic payment option, you will be mailed a paper check at the address you provided above.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator toll free at (xxx) xxx-xxxx.



# **EXHIBIT B**

**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 personal 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 Settlement Administration costs 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.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<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>Month XX, 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>Month XX, 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>Month XX, 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.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

## WHAT THIS NOTICE CONTAINS

### **Basic Information**

- |  |   |
|--|---|
| 1. Why was this Notice issued?.....    | 3 |
| 2. What is this Litigation about?..... | 3 |
| 3. What is a class action?.....        | 3 |
| 4. Why is there a Settlement?.....     | 3 |

### **Who is in the Settlement?**

- |  |   |
|--|---|
| 5. Who is included in the Settlement?.....       | 3 |
| 6. Are there exceptions to being included? ..... | 3 |

### **The Settlement Class Member Benefits**

- |  |   |
|--|---|
| 7. What can I get from this Settlement?.....                           | 4 |
| 8. Tell me more about the Documented Monetary Losses. ....             | 4 |
| 9. Tell me more about the <i>Pro Rata</i> Cash Payment. ....           | 4 |
| 10. Tell me more about the Credit Monitoring Benefit. ....             | 5 |
| 11. What claims am I releasing if I stay in the Settlement Class?..... | 5 |

### **How to get a Payment – Making a Claim**

- |   |   |
|---|---|
| 12. How do I submit a Claim Form and get Settlement Class Member Benefits?..... | 5 |
| 13. When will I get my payment?.....  | 5 |

### **The Lawyers Representing You**

- |   |   |
|---|---|
| 14. Do I have a lawyer in this case?..... | 5 |
| 15. Should I get my own lawyer?.....      | 6 |
| 16. How will the lawyers be paid?.....    | 6 |

### **Excluding Yourself from the Settlement**

- |  |   |
|--|---|
| 17. How do I opt out of the Settlement?..... | 6 |
|--|---|

### **Objecting to the Settlement**

- |   |   |
|---|---|
| 18. How do I tell the Court if I do not like the Settlement?..... | 6 |
| 19. What is the difference between objecting and opting out?..... | 7 |

### **The Court’s Final Fairness Hearing**

- |   |   |
|---|---|
| 20. When is the Court’s Final Fairness Hearing?.....      | 7 |
| 21. Do I have to come to the Final Fairness Hearing?..... | 7 |

### **If You Do Nothing**

- |   |   |
|---|---|
| 22. What happens if I do nothing at all?..... | 8 |
|---|---|

### **Getting More Information**

- |   |   |
|---|---|
| 23. How do I get more information?..... | 8 |
|---|---|

Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

## **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 Settlement Administration Costs, 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 [Claims Deadline];
- 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 Administration costs, 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.\[website\].com](http://www.[website].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 **Month XX, 2026** at [www.\[website\].com](http://www.[website].com) or mailed to the Claims Administrator so that they are postmarked by **Month XX, 2026** at:

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

Claim Forms are available on the Settlement Website. You may also contact the Claims Administrator to request a Claim Form by telephone **(833) XXX-XXXX**, 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 **Month XX, 2026**, at **XX:X0 x.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.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

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 **Month XX, 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 **Month XX, 2026**.

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

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:

Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

- 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 **Month XX, 2026**:

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

### **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 **Month XX, 2026** at **XX:X0 x.m. ET**, at the **United States District Court for the District of Massachusetts, Address, City, ST, Zip**, 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.[website].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.\[website\].com](http://www.[website].com). If you have additional questions or need to update your address, you may contact the Claims Administrator by phone at (XXX) XXX-XXXX or by mail at:

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

# **EXHIBIT C**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

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

Plaintiff,

v.

COMPLETE PAYROLL SOLUTIONS, LLC,

Defendant.

Case No. 1:25-cv-30045

Judge: Hon. Leo T. Sorokin

---

**[PROPOSED] 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 No.       ) 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:**

---

<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.       .

### **Provisional Certification of the Settlement Class**

1. The Court provisionally certifies the following Settlement Class for settlement 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 \_\_\_\_\_, \_\_\_\_, 2025, at \_\_\_\_ : \_\_\_\_ a.m./p.m [via Zoom Hearing / 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 \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
HON. LEO T. SOROKIN  
UNITED STATES DISTRICT JUDGE

# **EXHIBIT D**

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

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

**ELECTRONIC SERVICE REQUESTED**

**NOTICE OF CLASS ACTION**  
**SETTLEMENT**

**You are eligible for  
benefits from a class  
action settlement  
regarding the  
Complete Payroll  
Solutions  
Data Incident.**

**www.[website].com**

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

**Postal Service: Please do not mark barcode**

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

A settlement has been reached with Complete Payroll Solutions, LLC (the “Defendant”) in a class action lawsuit about a data incident that involved unauthorized access to the Defendant’s network on or around March 10, 2024, and potentially impacted personal information (the “Data Incident”). The Defendant denies any wrongdoing.

**Am I included?** You are receiving this Notice because the Defendant’s records show you are included in the Settlement Class. The Settlement Class consists of all Persons who were sent a notice from the 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.

**What does the Settlement provide?** If approved by the Court, the Defendant will pay up to \$2,600,000 to resolve the lawsuit. After deducting court-approved attorneys’ fees and expenses, the Service Award payments, and Settlement administrative expenses, the balance will be used to provide payments to Settlement benefits. Settlement Class Members may file a Claim Form to receive payments for (i) Documented Monetary Losses (up to \$5,000 for unreimbursed losses and expenses) and/ or (ii) *Pro Rata* Cash Payment (estimated at \$100, amount to be adjusted based on the total number of valid claims filed). Settlement Class Members may also choose to receive three (3) years of Credit Monitoring.

**How do I get the Settlement Class Member Benefits?** To get benefits from the Settlement, you must file a Claim Form online by 11:59 p.m. ET at [www.\[website\].com](http://www.[website].com), or use the attached Claim Form and mail it to the address on the form postmarked by **Month XX, 202X**.

**What are my other options?** If you do nothing, you will not receive any Settlement benefits, you will remain a member of the Settlement Class and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want any Settlement benefits, but you want to keep your right to sue the Defendant for the claims resolved by this Settlement you must exclude yourself from the Settlement Class (called “opting out”). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Fairness Hearing. The Opt-Out and Objection deadline is **Month XX, 202X**.

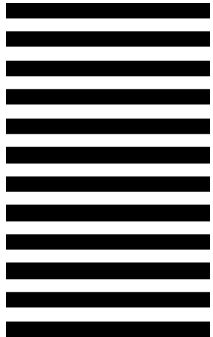
**The Court’s Final Fairness Hearing.** The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, up to \$866,666.67 in attorneys’ fees plus reasonable litigation costs and \$2,500 Service Award payments to each of the seven Class Representatives. You or your lawyer may attend the hearing at your own expense.

**For more information or to update your address:** visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and instructions on how to act on your rights and options. You may also call **(xxx) xxx-xxxx** for more information.





NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 36777 PHILADELPHIA PA

POSTAGE WILL BE PAID BY ADDRESSEE

KROLL SETTLEMENT ADMINISTRATION LLC  
PO BOX 5324  
NEW YORK NY 10126-2877



<<Barcode>>

Class Member ID: <<Refnum>>



VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

**POSTCARD CLAIM FORM**

Claims must be postmarked no later than **Month xx, 202x**.

**Documented Monetary Losses Payment:** You **MUST** submit a Claim Form online or use the full Claim Form on the Settlement Website to make a claim for Documented Monetary Losses.

Class Member ID: <<refnum>>

<<firstname>> <<mi>> <<lastname>>

<<address1>> <<address2>>

<<City>>, <<State>> <<Zip>>

If different address from the preprinted data on the left, please print your correct information.

Address

City

State

ZipCode

Check the box next to each benefit(s) you are claiming:

You may claim both a *Pro Rata* Cash Payment as well as Credit Monitoring.

**Credit Monitoring Services:** I want to receive three (3) years of Credit Monitoring.

**Pro Rata Cash Payment:** I want to receive a *Pro Rata* Cash Payment (approx. \$100\*).

\*Final amount to be determined after all valid Claim Forms are submitted.

Select **one** of the following payment options to receive your cash payment (Mobile Number and/or Email Address is required on your selection below):

Pay Pal  Venmo  Zelle  Check

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ @ \_\_\_\_\_  
**Mobile Number** \_\_\_\_\_ **Email Address**

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# **EXHIBIT E**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

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

Plaintiff,

v.

COMPLETE PAYROLL SOLUTIONS, LLC,

Defendant.

Case No. 1:25-cv-30045

Judge: Hon. Leo T. Sorokin

---

**[PROPOSED] ORDER GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, the Court, having considered the Settlement Agreement filed [REDACTED] (the “Settlement”) between and among Patrick Dunn, Patricia Brown, Eric Marcial, Sokankelly Lim, Patrick Novak, Carolyn Strycharz, and James Connors (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (defined below); and (ii) Complete Payroll Solutions, LLC (“Defendant” or “CPS”), having considered the Court’s [REDACTED] Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), having held a Final Approval Hearing on [REDACTED], having considered all of the submissions and arguments with respect to the Settlement, or otherwise being fully informed, and good cause appearing therefore;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement is GRANTED.

2. This Order and Judgment incorporates herein, and makes a part hereof, the Settlement Agreement (including its exhibits) and the Preliminary Approval Order. Unless

otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.

3. The Court has personal jurisdiction over Plaintiffs, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

### **CERTIFICATION OF THE SETTLEMENT CLASS**

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following Nationwide Class (the “Settlement Class”) for settlement purposes only:

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 and otherwise determined to have potentially had their personal information impacted by the Data Incident.

5. Excluded from the Settlement Class are: (1) the Judges presiding over the Action, the Judges’ courtroom staff, Class Counsel, and members of their families; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly executed and submitted a Request for Exclusion prior to the expiration of the Opt-Out Period, and (4) the successors or assigns of any such excluded Persons.

6. No person sought exclusion from this Settlement Class.

7. No objections to this Settlement were filed.

8. For settlement purposes only, with respect to the Settlement Class, the Court

confirms that the prerequisites for a class action pursuant to Federal Rule of Civil Procedure 23 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact common to all members of the Settlement Class predominate over any potential individual questions; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy. Any objections to the Settlement have been considered and are hereby overruled.

#### **NOTICE TO THE SETTLEMENT CLASS**

9. The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

10. Furthermore, the Court finds that notice under the Class Action Fairness Act was effectuated within the time required by 28 U.S.C. § 1715, and that ninety (90) days has passed without comment or objection from any governmental entity.

**FINAL APPROVAL OF THE SETTLEMENT**

11. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

12. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

13. The Court finds that Plaintiffs and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

14. The Settling Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

**DISMISSAL OF CLAIMS AND RELEASE**

15. The Action is hereby dismissed with prejudice as to all Parties including the Settlement Class and without cost to any party, except as otherwise provided herein or in the Settlement.

16. As set forth in the Settlement, upon the Effective Date, and in consideration of the benefits set forth in the Settlement, each of the Plaintiffs, the Participating Settlement Class Members, and any Person in the Settlement Class who did not timely exclude themselves from the Settlement, including those not submitting a claim for a Settlement Benefit, for themselves, and their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors, and assigns ("Releasing Parties") shall be deemed to have released, acquitted, and forever discharged Complete Payroll Solutions, LLC and each of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, departments, employees, contractors, agents,

servants, members, managers, providers, partners, principals, directors, officers shareholders, successors, assigns, and owners, and all of their attorneys, advisors, consultants, vendors, heirs, executors, administrators, insurers, and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice (“Released Parties”) any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action 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; all state consumer protection statutes, including but not limited to Mass. Gen. Laws ch. 93A; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of third-party beneficiary 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, 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, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined in the Settlement) based on, relating to, concerning or arising out of the Data Incident 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 Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. (“Released Claims”).

**ATTORNEYS’ FEES, COSTS, EXPENSES, AND PLAINTIFFS’ SERVICE AWARD**

17. Plaintiffs’ Motion for Award of Attorneys’ Fees, Costs, and Service Awards (ECF No. [REDACTED]) is also GRANTED.

18. The Court awards attorneys’ fees of \$866,666.67 and reimbursement of costs and expenses in the amount of \$ [REDACTED], and payment of a service award in the amount of \$2,500.00 to each of the seven named Plaintiffs. The Court directs the Claims Administrator to pay such amounts in accordance with the terms of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys’ fees, costs, and expenses awarded by the Court among Plaintiffs’ counsel of record in the Action.

**OTHER PROVISIONS**

19. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the implementation of the

Settlement, Action, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of the Settlement.

20. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

21. In the event the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void, the Settling Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect (except as otherwise provided for in the Settlement, including Sections 9.1-9.3 therein) with respect to the Settling Parties and shall not be used in the Action 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 shall be treated as vacated, *nunc pro tunc*.

22. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 382 (1994) and the parties' agreement, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

23. This Order resolves all claims against all Parties in this action and is a final order.

### **FINAL ORDER AND JUDGMENT**

24. Pursuant to the terms of the Settlement, it is hereby ORDERED AND ADJUDGED that this action is hereby dismissed with prejudice on the merits, with each side to bear its own costs and attorneys' fees, except as provided under the terms of the Settlement and this Order. This

is the FINAL JUDGMENT of the Court in this action.

**DONE AND ORDERD** this \_\_\_ day of \_\_\_\_\_, 2026.

---

THE HONORABLE LEO T. SOROKIN  
UNITED STATES DISTRICT JUDGE