

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY, SS.

PALMER DISTRICT COURT
CIVIL ACTION NO.: 2643CV196

HAROLD CORNET, Individually and On Behalf of All Other
Persons Similarly Situated,
Plaintiff,

v.
CITY OF SPRINGFIELD,

Defendant.

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**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND RELATED MATTERS**

This matter is before the Court upon the Named Plaintiff's Motion For Preliminary Approval Of Class Action Settlement (the "Motion"). The Court having reviewed that Motion, the Class Action Settlement Agreement and Release (the "Settlement Agreement") (**Exhibit 1** hereto), and the record in this case, and being otherwise fully advised:

IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the meaning as defined in the Settlement Agreement.
2. The Court preliminarily approves the proposed settlement described in the Settlement Agreement and finds that the proposed settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of this action and proposed settlement to the Settlement Class Members and holding a full hearing on the proposed settlement.
3. The Court conditionally certifies the Settlement Class, as defined in the Settlement Agreement, for purposes of the Settlement only.

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4. The Court appoints Connor & Morneau, LLP as Class Counsel with respect to the settlement of the action.

5. The Court appoints Harold Cornet as Class Representative with respect to the settlement of the action.

6. The Court approves the retention of Optime Administration, LLC by Class Counsel as the Settlement Administrator.

7. The Court appoints the Settlement Administrator, Optime Administration, LLC, as the Qualified Settlement Fund Administrator.

8. The Court orders that, within ten days of this Order of Preliminary Approval, the Gross Settlement Fund of Eight Hundred Twenty-Five Thousand Dollars and 00/100 (\$825,000.00) (the "GSF") be paid by the defendant, City of Springfield, to the Qualified Settlement Fund Administrator, to be held and disbursed, or returned as the case may be, pursuant to and in accordance with the terms of the Settlement Agreement.

The Settlement Class

9. The Court conditionally certifies, for settlement purposes only, the Settlement Class defined in the Settlement Agreement, subject to any further limitations on class membership provided therein, as follows:

All persons who are or were employed by the City of Springfield and worked as student police officers from March 24, 2022 through May 10, 2026.

Notice To The Settlement Class

10. The Court approves the proposed Class Notice (the "Notice") that appears as **Exhibit B** to the Settlement Agreement and the procedures for giving notice provided in the Settlement

Agreement. The Court directs the Settlement Administrator to insert the deadlines and hearing dates set forth herein.

11. Within thirty (30) calendar days after the entry of this Order, Defendant will provide a "Class List" to the Settlement Administrator for the Settlement Class, subject to the terms and provisions of the Settlement Agreement.

12. Within ten (10) calendar days of its receipt of the Class List, the Settlement Administrator will check the mailing addresses of all Settlement Class Members against the National Change of Address database and shall update any addresses and send the Settlement Class Members, by first-class mail, at their most current address of record or such other address as located by the Settlement Administrator, the court-approved Notice attached as **Exhibit B** to the Settlement Agreement.

13. Any Class Notices returned as undeliverable to the Settlement Administrator, and a forwarding address is provided by the U.S. Postal Service, then the Settlement Administrator shall re-mail the Notice to such forwarding address within ten (10) calendar days of receipt.

14. Any Class Notices returned as undeliverable to the Settlement Administrator, and no forwarding address is available, the Settlement Administrator shall check for a more current address through a recognized database, such as Accurint, and if a more recent address is obtained through this method, re-mail the Notice to such an address within ten (10) calendar days of receipt

15. No later than the date when notice is mailed, the Settlement Administrator will: (i) establish a settlement website and post the full Settlement Agreement, the Complaint (as most recently amended), long-form notice included in the Class Notice attached as **Exhibit B** to the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Final Approval Order, any FAQ's agreed upon by the Parties or ordered by the Court, and key deadlines (e.g., the Objection Deadline and date of any Final Approval Hearing); and (ii) implement a toll-free

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telephone number for use by Class Members to contact the Settlement Administrator about the Settlement.

16. The Court finds that the notice to be provided as set forth in this Order is the best practicable means of providing notice to the Settlement Class Members under the circumstances, and when completed, shall constitute adequate and sufficient notice of the settlement and any Final Approval Hearing to all persons affected by and/or entitled to participate in the settlement or any Final Approval Hearing, in full compliance with the requirements of due process and the Massachusetts Rules of Civil Procedure and any other applicable law.

Objections To The Settlement

17. Any Settlement Class Member who wishes to object to the settlement or any part or appear at any Final Approval Hearing may do so by submitting a written objection in conformity with the requirements of the Settlement Agreement and the Notice and postmarked no later than ninety (90) calendar days of the mailing of the Class Notice.

Attorneys' Fees and Costs and Class Representative Awards

18. Class Counsel's application for attorneys' fees and costs and the Class Representative's application for an incentive award shall be filed by Class Counsel before any Final Approval or Final Approval Hearing.

Final Approval or Final Approval Hearing

19. At least seven (7) calendar days before any Final Approval or Final Approval Hearing, Optime Administration, LLC shall prepare a declaration attesting to compliance with the Notice requirements in the Settlement Agreement and provide it to the parties

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20. At least seven (7) calendar days before the Final Approval hearing, Class Counsel will file a motion for final approval of the settlement, a supporting memorandum, and Optime Administration, LLC' declaration of compliance.

21. Final Approval or Final Approval Hearing shall take place before this Court on [~~10/27/26~~] at [~~2:00 PM~~], in the Palmer District Court, located at 235 Sykes St, Palmer, MA 01069. At that time the Court may consider argument and evidence on the following:

a. Whether the settlement should be finally approved by the Court as fair, reasonable, and adequate and in the best interests of the Settlement Class, and its provisions should be ordered to be implemented;

b. Whether a final judgment should be entered approving the releases and indemnity obligations provided in the Settlement Agreement and dismissing the action with prejudice based upon the settlement;

c. Whether the application for attorneys' fees and costs to be submitted by Class Counsel should be approved and, if so, in what amounts;

d. Whether Named Plaintiff's application for an incentive award should be approved and, if so, in what amount;

e. Whether the proposed Final Approval Order prescribed by the Settlement Agreement should be entered; and

f. Such other matters as the Court may deem necessary or appropriate.

22. The Court may finally approve the settlement at or after the Final Approval Hearing with any modifications agreed to by the Parties, and without further notice to the Settlement Class Members.

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Miscellaneous Relief

23. The Court hereby accepts the Parties' suggestion that the Settlement effectuated under the Settlement Agreement will not create any "residual funds" as provided under Mass. R. Civ. P. 23(e)(1) by operation of the provisions of the Settlement Agreement for the disposition of uncashed check funds by being remitted to the Massachusetts IOLTA Committee (the "MAIC"). Notwithstanding the intended and proposed lack of any residual funds to be created by the settlement under this Agreement, within ten (10) calendar days after the court-approved notice is disseminated to the Settlement Class Members, Plaintiff's Counsel shall give protective written notice via overnight mail delivery with delivery confirmation to the Massachusetts IOLTA Committee (the "MAIC") of the documents that were filed in support of the Motion for Preliminary Approval of Class Action Settlement, the signed Preliminary Approval Order, and the date, time and location of any Final Approval hearing.

24. The Court hereby stays all other proceedings in this Court other than those proceedings necessary to carry out or enforce the terms and conditions of the settlement, until the Effective Date of the settlement has occurred and as set forth in Section 12.3 of the Settlement Agreement.

25. Additionally, the Court hereby prohibits and/or enjoins any other Person, entity, agency or counsel from representing or prosecuting any claims on behalf of the class identified herein in any other Court, except as expressly set forth in Sections 11.1, 11.3 and 11.5 of the Settlement Agreement.

26. The Court retains jurisdiction over the Action to consider all further applications, motions, and/or disputes arising out of or connected with the proposed Settlement.

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So Ordered.

Dated: 6/16/26, 2026

Michael E. McCarty
Michael E. McCarty
Justice of the District Court

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