

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY, SS.

PALMER DISTRICT COURT
CIVIL ACTION NO.:

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

Plaintiffs,

v.

CITY OF SPRINGFIELD,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into between Plaintiff Harold Cornet, on his own behalf and as a proposed class representative on behalf of each of the Settlement Class Members pursuant to this Agreement (collectively “Plaintiff”), on the one hand, and City of Springfield (“Defendant” or “the City”), on the other hand, to voluntarily and completely settle and resolve the above-captioned matter subject to the terms and conditions set forth herein. This Agreement pertains to all claims that have been and/or are asserted, or reasonably could have been asserted, in the Action based on the facts and/or theories alleged in any of the pleadings that have been and/or will be filed therein, to the fullest extent reflected herein, subject to approval of the Court. For purposes of this Agreement, Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties.” All capitalized terms used in this Agreement have the defined meaning as set forth in Section 1, below, or elsewhere in this Agreement.

RECITALS AND BACKGROUND

WHEREAS, on June , 2026, Plaintiff filed a Class Action Complaint in this Court initiating the above-captioned Action against Defendant and asserting various putative class action and wage and hour claims premised on violations of Massachusetts state law;

WHEREAS, since the Action was filed, the Parties have engaged in informal exchanges of documents and information, pursuant to the Massachusetts Public Records Law, M.G.L. c. 66, § 10, including data regarding the claims and potential claims of the putative class members at issue and potentially at issue in the Action, and in subsequent extensive settlement discussions, the ultimate result of which was the Parties entering into this Agreement to resolve this Action, subject to Court approval;

WHEREAS, the City denies the allegations made by Plaintiff in the Action, and otherwise disputes that it is liable to Plaintiff and/or any of the Settlement Class Members on any basis, and further denies that it engaged in any unlawful conduct or wrongdoing as alleged by Plaintiff in the Action and/or in relation to Plaintiff's and/or any Settlement Class Members' employment with Defendant, but nevertheless agrees to settle the Action on the terms and conditions set forth in this Agreement as a showing of good faith and to avoid the burden, expense, and uncertainty of litigating the Action;

WHEREAS, without admitting or conceding the validity or merit of any of Defendant's defenses to the Action, Plaintiff agrees to settle the Action on behalf of the Settlement Class Members on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigating the Action;

WHEREAS, the Parties desire to fully and finally resolve all claims, matters, or disputes that now or may exist in any way arising out of, related to, and/or concerned with Plaintiff's

employment with Defendant, including, but not limited to, the claims alleged in the Action;

WHEREAS, Plaintiff, through counsel, believes that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under this Agreement, considered the risks associated with the continued prosecution and possible appeal of this complex and time-consuming litigation and the likelihood of success on the merits of the Action, and believe that, in consideration of all the circumstances, this Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, and subject to the Court's approval, the Parties hereto agree to a full and complete settlement of the Action on the following terms and conditions:

SETTLEMENT TERMS AND CONDITIONS

1. Definitions

The following defined terms used in this Agreement have the meanings ascribed to them below:

1.1 "Action" means and refers to the above-captioned civil action.

1.2 "Agreement" means and refers to this Class Action Settlement Agreement and Release, including any attachments hereto.

1.3 "Bar Date" means the date set by the Court that is 90 calendar days after mailing of the Notices by which any Settlement Class Members who wish to object to this Agreement pursuant to Section 6 must do so.

1.4 Subject to the Court's approval, "Class Counsel" collectively refers to Plaintiff's

counsel in the Action:

Jeffrey S. Morneau, BBO #643668
Connor & Morneau, LLP
136 Dwight Road
Longmeadow, MA 01106
(413) 455-1730
jmorneau@cmolawyers.com

1.5 Subject to the Court's approval, "Class Representative" means and refers to Plaintiff Harold Cornet.

1.6 "Court" means the Palmer District Court of the Commonwealth of Massachusetts.

1.7 "Defendant" or "the City" means and refers to City of Springfield, and all of its officials, officers, departments, commissions, committees, agents, employees, attorneys and representatives.

1.8 "Defendant's Counsel" means and refers to the attorneys who have entered appearances in this action on behalf of Defendant, and whose names and signatures appear below.

1.9 "Effective Date" means the date on which the settlement is considered as "Final." This Agreement is contingent upon the final approval by the Court of the Settlement provided for herein ("Final Approval"). For purposes of this Settlement Agreement, "Effective Date" and "Final" means the fifth court day after which all of the following events have occurred: (i) in the event that the settlement has been granted Final Approval by the Court without material change, the passage of the applicable date for any interested party to seek rehearing on or appellate review of the Court's Final Approval Order, and no appeal or petition for rehearing or review has been timely filed; or (ii) in the event that a timely appeal of the Court's Final Approval Order is filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval Order without material change, and the applicable date for seeking further appellate review has passed without further appellate review

being sought.

1.10 “Fee and Expense Application” means that written motion or application by which Class Counsel request that the Court award them attorneys’ fees and/or expenses.

1.11 “Final Approval Hearing” means the hearing, should the Court decide to schedule and/or hold one, at which the Court shall: (i) determine whether to grant final approval of this Agreement, (ii) consider any timely objections to this settlement and all responses and objections by the Parties, and (iii) conduct a hearing on Class Counsel’s application for attorneys’ fees and costs and Plaintiff’s application for an Incentive Award.

1.12 “Final Approval Order” means the order in which the Court grants final approval of this Agreement and authorizes the entry of a final judgment and which, *inter alia*, contains the terms and provisions set forth in Section 10, below, to be submitted by Class Counsel to the Court for approval and entry in the form and content set forth in **Exhibit A** attached hereto.

1.13 “Incentive Award” means the payment to Plaintiff in recognition of his participation in this matter on behalf of the Settlement Class.

1.14 “Notice” or “Notices” means the Court-approved Notice of Class Action Settlement as authorized in the Preliminary Approval Order and as described in Section 5, below, to be submitted by Class Counsel to the Court for approval in the form and content set forth in **Exhibit B** attached hereto.

1.15 “Parties” collectively refers to Plaintiff and Defendant.

1.16 “Plaintiff” means Harold Cornet.

1.17 “Preliminary Approval Order” means the order entered by the Court: (i) preliminarily approving the terms and conditions of this Agreement; (ii) preliminarily approving Plaintiff as Class Representative; (iii) preliminarily approving certification of the Settlement Class

for settlement purposes only; (iv) appointing Class Counsel; (v) authorizing dissemination of the Notices to the Settlement Class; (vi) enjoining any members of the Settlement Class from filing any other actions based upon any of the Released Claims (except as provided in Sections 11.1, 11.3 and 11.5, below); and (vii) setting dates to effectuate the terms of this Agreement, including the date of the Final Approval Hearing should the Court decide to schedule and/or hold one, to be submitted by Class Counsel to the Court for approval and entry in the form and content set forth in **Exhibit C** attached hereto

1.18 “Released Claims” means and refers to Plaintiff’s and Settlement Class Members’ claims described in Section 11 below and released under this Agreement.

1.19 “Released Parties” means and refers to Defendant, and each of its respective affiliates, departments, commissions, committees, boards, officers, officials, volunteers, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, pension, profit sharing, retirement savings, health and welfare, and any other employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

1.20 “Settlement Administrator” means Optime Settlement Administration, LLC or such other settlement administrator as the Parties agree upon, and the Court approves, to administer the settlement set forth herein.

1.21 “Settlement Amount” means the total of the amounts approved by the Court for payments to Settlement Class Members, the Incentive Award to Plaintiff, both employee-side and employer-side payroll taxes and withholdings associated with the payments to Settlement Class Members, if any, and Class Counsel’s attorneys’ fees and expenses, as set forth in Section 4 below. The total Settlement Amount shall not exceed Eight Hundred Twenty Five Thousand Dollars and 00/100 (\$825,000.00).

1.22 “Settlement Class” means the class described in Section 2 below, which is to be certified for settlement purposes only.

1.23 “Settlement Class Members” means and refers to those individuals who fall within the definition of the Settlement Class.

1.24 “Settlement Class Period” means the period from the earliest date that any Settlement Class Member worked for Defendant (as defined below) through the date of the Preliminary Approval Order.

2. The Settlement Class

For purposes of this settlement only, and subject to Section 3.2, below, the Parties stipulate to certification pursuant to Mass. R. Civ. P. 23 and M.G.L. c. 149, § 150 of the following settlement class (the “Settlement Class”):

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, 2025.

3. Preliminary Procedural Matters

3.1 Stipulation for Conditional Class Certification. The Parties stipulate and agree to the conditional certification of the Settlement Class for purposes of this Agreement only. Should for whatever reason the settlement set forth in this Agreement not become final, the Parties’

stipulation to such class certification as part of this Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that, to the extent Plaintiff may otherwise be permitted to seek class certification in the Action, it intends to oppose class certification and the pursuit of such claims vigorously should the settlement set forth in this Agreement not become final and Plaintiff's putative class action claims are allowed to be pursued in the Action or any other action or proceeding.

4. Establishment And Administration Of The Gross And Net Settlement Funds

4.1 The Gross Settlement Fund. The agreed upon total amount in full and final settlement of the Released Claims (as defined below) is Eight Hundred Twenty-Five Thousand Dollars and 00/100 (\$825,000.00) (the "GSF"). The payment of the amounts of the GSF made or caused to be made by Defendant shall settle and forever resolve all of the Released Claims, and will include and not be in addition to: (a) all payments to members of the Settlement Class, which sum includes all types of damages and related claims, expense reimbursements, penalties, and any interest thereon; (b) employer-side and employee-side payroll taxes and withholdings associated with the Individual Settlement Payments (as defined below); (c) all attorneys' fees and costs as awarded by the Court; (d) all costs and fees of administration of the settlement; and (e) any Incentive Award payable to Plaintiff as awarded by the Court.

4.1.1 The GSF will be due and payable by Defendant within ten (10) calendar days of Preliminary Approval.

4.1.2 No additional funding or payment by Defendant will be required under this Agreement. The payments made to Settlement Class Members shall not be construed as any type

of compensation for purposes of determining eligibility for any health and/or welfare benefits, unemployment compensation or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement or other benefits as a result of their participation in the settlement under this Agreement.

4.2 The Net Settlement Fund. The Net Settlement Fund (“NSF”) will constitute the total sum from which Settlement Class Members will be paid. The NSF is the GSF less Court-approved Settlement Administration Costs (as defined in Section 4.5, below), Class Counsel’s court-approved attorneys’ fees and litigation costs and expenses, any court-approved Incentive Award for the Class Representative, and employer-side taxes. The remaining sums after all these deductions shall represent the NSF, which will be used to calculate and pay the Individual Settlement Payments that the Settlement Class Members will receive after the Effective Date.

4.3 Attorneys’ Fees and Costs. Class Counsel may apply to the Court for an award of attorneys’ fees and costs and expenses incurred in connection with the prosecution of the Action, and all of the work remaining to be performed by Class Counsel in documenting the settlement of the Action, securing Court approval of the settlement (including all related appellate work), carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action, in an amount not to exceed Two Hundred Six Thousand Two Hundred and Fifty and 00/100 Dollars (\$206,250.00), which is approximately twenty-five percent (25%) of the GSF, subject to approval of the Court, to be paid out of the GSF. Class Counsel’s award of reasonable litigation costs and expenses does not include the Settlement Administration Costs, which are separately approved and paid to the Settlement Administrator out of the GSF. Except to acknowledge that the total liability of the Defendant shall not exceed the amount of the

GSF, the Defendant takes no position on the nature and amount and reasonableness of attorneys fees and litigation costs and expenses sought by Class Counsel.

4.4 Incentive Award. If Plaintiff signs this Settlement Agreement and does not object to the settlement, Plaintiff may apply to the Court for an enhancement award in consideration for serving as Class Representative (*i.e.*, the “Incentive Award”) in an amount not to exceed \$3,500.00, subject to approval by the Court, to be paid out of the GSF.

4.5 Settlement Administration Costs. All Settlement Administration Costs, which are in addition to the litigation costs and expenses identified in Section 4.3, shall be paid from the GSF, and shall include all costs incurred by the Settlement Administrator in the administration of the settlement, the budget for which presently is estimated to be up to \$7,175.25. The Settlement Administrator’s duties of administration shall include, without limitation, receiving and updating through normal and customary procedures the Class List to be produced by Defendant, so that it is updated prior to the Notices being mailed, printing and mailing the court-approved Notices, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating the NSF and the Individual Settlement Payments for the Settlement Class Members, preparing and mailing of settlement checks to each of the Settlement Class Members and to the Unclaimed Property Division of the Massachusetts state Treasury or *cy pres* recipients as required under this Agreement, below, establishing a toll-free telephone number for receiving and responding to inquiries as appropriate from the Settlement Class Members, paying and accounting for all employer side state and federal taxes and withholdings and assessments, preparing any appropriate tax forms required by any governmental taxing authority or agency in connection with the settlement payments and remitting those forms and any required payments to the appropriate governmental agencies, and generally performing all normal and customary duties associated with

the administration of such settlements.

4.5.1 The Settlement Administrator and Defendant will be required to cooperate and coordinate with each other with respect to the calculation, reporting, and payment of all payroll taxes and withholdings in accordance with all applicable laws and requirements of government taxing authorities. The Settlement Administrator will coordinate the calculations of the payroll taxes and deductions with Defendant to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Settlement Administrator on behalf of Defendant by government taxing authorities, they are made in compliance with Defendant's respective tax withholding and remittance obligations for such payments.

4.6 Calculation of Individual Settlement Payments. Each of the Settlement Class Members will be allocated a share of the NSF on a pro rata basis (the "Individual Settlement Payments") based on their estimated damages during the Settlement Class Period up to the end of the payroll period that includes May 10, 2025 (the "Calculation Period"), as reflected in Defendant's payroll records. The share of the NSF for each Settlement Class Member shall be calculated by multiplying the NSF by a fraction, the numerator of which is the total estimated damages for each Settlement Class Member during the Calculation Period and the denominator of which is the total estimated damages for all Settlement Class Members during the Calculation Period. Such amounts shall be calculated by Plaintiff and the Settlement Administrator from Defendant's records and set forth on the Class List (as defined below).

4A. Qualified Settlement Fund

4A.1 Qualified Settlement Fund (QSF) Intent and Court Jurisdiction. The Parties expressly intend that the Gross Settlement Fund be established and maintained as a "Qualified Settlement Fund" within the meaning of IRC § 468B and Treas. Reg. § 1.468B-1, subject to an

order of the Court and the Court's continuing jurisdiction until all distributions and tax obligations have been satisfied and the fund is terminated. The QSF shall be established in connection with the Action and to resolve or satisfy the claims asserted therein pursuant to this Agreement.

4A.2 Appointment and Authority of QSF Administrator. The Settlement Administrator is hereby appointed as the administrator of the QSF (the "QSF Administrator") with full authority to: (a) obtain a federal employer identification number for the QSF; (b) establish one or more segregated, interest-bearing accounts titled in the name of the QSF; (c) make any and all QSF elections available under Treas. Reg. § 1.468B-1 and § 1.468B-2; (d) prepare, file, and pay all taxes, including any investment income taxes, interest, or penalties imposed on the QSF; (e) prepare and file all returns, statements, and information reporting for the QSF, including but not limited to Forms 1120-SF, 1099, and W-2, as applicable; (f) administer all distributions pursuant to this Agreement and any order of the Court; and (g) wind up and terminate the QSF when administration and tax compliance are complete.

4A.3 Independent Contractor; Limitation of the City's Obligations. The Settlement Administrator/QSF Administrator is an independent contractor, not the agent, employee, partner, fiduciary, or joint venturer of the City of Springfield. The City's obligations are expressly limited to funding the Settlement Amount/GSF as provided in this Agreement; the City shall have no obligation to administer the QSF, calculate, deposit, remit, or report any taxes or withholdings or assessments relating to distributions, or to fund any amount beyond the GSF.

4A.4 QSF-Level Taxes and Reporting. All assessments, taxes (including any taxes on interest or other income earned by the QSF), tax deposits, returns, and information reporting required with respect to the QSF shall be the sole responsibility of the QSF Administrator, to be paid from the GSF/NSF/QSF as applicable. The Parties agree that the QSF is intended to be the

“payor” for all settlement-related reporting and withholding, including issuance of Forms W-2 and 1099 to Settlement Class Members and Forms 1099 to Class Counsel as required, and the filing of any required returns with taxing authorities.

4A.5 Payroll Taxes, Withholdings, and Assessments. Without limiting the foregoing, all payments, withholdings, deposits, remittances, employer-side and employee-side payroll taxes, and any other legally required assessments or deductions related to distributions under this Agreement shall be administered and paid by the QSF Administrator from the GSF/NSF/QSF, as applicable, in accordance with applicable law and the Court’s orders.

4A.6 Recharacterization; Audit; Corrections. If any federal, state, or local taxing authority determines, asserts, or requires a different wage/non-wage characterization, allocation, or additional or different withholding, reporting, or tax deposits for any distribution(s) under this Agreement, the QSF Administrator shall, at no additional cost to the City beyond the GSF: (a) make any additional withholdings and remittances from the QSF/NSF/QSF income as required; (b) issue corrected or supplemental tax forms (including Forms W-2c, 1099, or other appropriate forms); (c) pursue reasonable recovery or true-ups from affected recipients where necessary to satisfy required withholdings, including by offset against future distributions, if any; and (d) take all other actions reasonably necessary to implement such determinations.

4A.7 Notice; Cooperation; Control Over Tax Inquiries. The QSF Administrator shall promptly notify the Parties of any written inquiry, audit, assessment, or other contact from any taxing or assessment authority related to the QSF, the GSF/NSF, or any distributions that could implicate the City. The City shall have the right, but not the obligation, to participate in or assume control of responses or proceedings to the extent they may affect the City, provided that such participation or control does not impair the QSF’s compliance obligations. The Parties and the

QSF Administrator shall reasonably cooperate, exchange information, and execute documents necessary to respond to such inquiries and ensure compliance, without waiving any applicable privileges or protections.

4A.8 Indemnification in Favor of the City. To the fullest extent permitted by law, and except to the extent finally determined by a court of competent jurisdiction to have been caused by the City's material breach of its express funding obligations under this Agreement, the Settlement Administrator and the QSF (from the GSF/NSF/QSF) shall defend, indemnify, and hold harmless the City of Springfield and its officials, officers, departments, commissions, committees, boards, employees, agents, attorneys, insurers, and representatives from and against any and all losses, liabilities, penalties, interest, assessments, damages, taxes, tax deposits, withholdings, reporting obligations, costs, and fees (including reasonable attorneys' fees) arising out of or related to: (a) establishment, funding, investment, administration, operation, or termination of the QSF; (b) any failure, error, or omission in withholding, depositing, remitting, reporting, or paying taxes or assessments with respect to any distributions; and (c) any recharacterization, audit adjustment, or information return correction relating to distributions under this Agreement. Nothing in this subsection expands the City's payment obligations beyond the GSF.

4A.9 Insurance; Competence. As a condition of appointment, the Settlement Administrator represents that it is competent and experienced in QSF administration and payroll tax withholding and reporting. The Settlement Administrator shall maintain, at its expense, errors and omissions/professional liability insurance and fidelity/crime coverage, each in coverage limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, naming the City as an

additional insured or loss payee as applicable, through the completion of administration and for three years thereafter.

4A.10 Investments; Prudence; No City Responsibility. The QSF Administrator shall invest QSF assets in investments permissible for qualified settlement funds under Treas. Reg. § 1.468B-1 and § 1.468B-2, consistent with safety and liquidity, with all income and expenses for the account of the QSF. The City shall bear no responsibility for investment decisions or outcomes.

4A.11 Termination of QSF. Upon completion of all distributions contemplated by this Agreement, resolution of all tax obligations (including receipt of tax clearances if obtainable), filing of all required returns and information statements, and payment of any remaining QSF-level taxes, the QSF Administrator shall wind up and terminate the QSF, provide final accounting to the Parties, and seek any order of the Court required to close the QSF.

5. Notice To Settlement Class Members

5.1 Compilation of Class List. The Parties agree that within thirty (30) calendar days after entry of the Court's Preliminary Approval Order, Defendant will provide a "Class List" to the Settlement Administrator for the Settlement Class. The Class List shall be assembled by Order of the Court included in the Court's Preliminary Approval Order and shall include the following information about each member of the Settlement Classes in an electronic format: (1) first and last name; (2) last known home address as reflected in Defendant's personnel records; and (3) Social Security Number. The Class List provided to the Settlement Administrator shall be used only by the Settlement Administrator and only for purposes of administering the settlement as provided for in this Agreement, and the Settlement Administrator shall not disclose the contents thereof except as expressly permitted under this Agreement. Within 5 calendar days of calculating the Individual Settlement Payment amounts for each person on the Class List, the Settlement

Administrator will provide to counsel for Plaintiff and counsel for Defendants a list that includes only the following: (a) employee last name, (b) first letter of employee first name, (c) employee identification number as provided by Defendant to the Settlement Administrator; and (d) the amount of the calculated Individual Settlement Payments for each such person on the Class List. The restrictions on the use and disclosure of the Class List set forth in this Agreement shall be deemed, upon entry of the Preliminary Approval Order, to be a protective order entered by the Court subject to full enforcement by the parties to this Agreement and the Court, and by taking on the administration of the Settlement, the Settlement Administrator agrees that it and its employees, agents and representatives are bound by such protective order.

5.2 Confirmation of Addresses. Prior to the initial mailing, 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 before mailing the Notices to anyone with a changed address. In response to any dispute raised by a putative member of the Settlement Class about their omission from the Class List, the Settlement Administrator shall examine the records provided by Defendant and any documents provided by the putative member of the Settlement Class to determine whether the individual should be included as a member of the Settlement Class. Unless the putative member of the Settlement Class can establish that they should have been included on the Class List based on documentary evidence, Defendant's records will control. Class Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendant and the putative member of the Settlement Class, and the Settlement Administrator shall be the final arbiter of disputes relating to a putative member of the Settlement Class's omission from the Class Lists,

but subject to final review, determination and approval by the Court.

5.3 Dissemination of Notices. Within ten (10) calendar days of its receipt of the Class List, the Settlement Administrator will 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 in the form attached hereto as **Exhibit B**.

5.4 Undeliverable Notices. If a Notice is 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. If a Notice is 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.

5.5 Best Notice Practicable. The Parties agree that compliance with the procedures described in this Section 5 is the best notice practicable under the circumstances and shall constitute due and sufficient notice to potential Settlement Class Members of: the pendency of the Action, certification of the Settlement Class, and the terms of the Settlement and the Final Approval Hearing (should the Court decide to schedule and/or hold one), and satisfy the requirements of the Massachusetts Rules of Civil Procedure, the Constitution of the Commonwealth of Massachusetts, the United States Constitution and any other applicable laws.

5.6 Bar Date. As set forth in the Notice, Settlement Class Members shall have until the Bar Date to object to this Agreement. Objection requirements are set forth in Section 6, below.

6. Objections To Settlement

6.1 Presentment of Objections. Settlement Class Members wishing to object to any

aspect of this settlement must do so in writing in the manner set forth in this Section and by mailing the objection to the Settlement Administrator by the deadline to do so as provided in the Preliminary Approval Order.

6.2 Bar Date. Any Settlement Class Member wishing to object to any aspect of this settlement shall send to the Settlement Administrator, postmarked no later than the Bar Date, a written statement containing the information set forth in Section 6.3, below.

6.3 Content of Objection. To be effective, any objection to this settlement, including the Settlement Agreement and any application for fees and costs submitted by Class Counsel, shall be in writing, signed by the objecting Settlement Class Member, and include the following:

- (1) The name, court, and document number of the Action;
- (2) The full name, address, and telephone number of the Settlement Class Member filing the objection;

6.4 Any Settlement Class Member who fails to timely file such a written statement of his/her or its intention to object or oppose shall be foreclosed from making any objection to this Settlement Agreement and/or filing any opposition to Class Counsel's Costs and Fees Application, except as permitted by the Court.

6.5 Any objector may withdraw their objection at any time.

6.6 The Settlement Administrator shall send any objections it receives to Defendant's Counsel and Class Counsel within three (3) business days of receipt. The Court retains final authority with respect to the consideration and admissibility of any such objections. Counsel for the Parties shall file any response to objections no later than five (5) court days before the date of the Final Approval Hearing (should the Court decide to schedule and/or hold one).

7. Challenges to Calculations

7.1 A Settlement Class Member may dispute the amount of their Individual Settlement Payment, and the estimated damages used to calculate their Individual Settlement Payment, by timely sending a written notice to the Settlement Administrator informing the Settlement Administrator of the nature of the dispute and providing any records or documentation supporting the challenge or dispute.

7.2 To be considered timely, any dispute regarding the Individual Settlement Payment or the underlying data used to calculate it must be submitted to the Settlement Administrator by the Bar Date.

7.3 In response to any timely dispute, the Settlement Administrator shall examine the records provided by Defendant and the Settlement Class Member raising the dispute. Unless the Settlement Class Member raising the dispute can establish a different amount owed during the Computation Period based on documentary evidence, the amount established by Defendant's records will control. Class Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by Defendant and the Settlement Class Member, and shall be the final arbiter of disputes relating thereto, but which shall be subject to final review, determination and approval by the Court.

8. Payment Procedures

8.1 Funding of Settlement. Within ten (10) calendar days following Preliminary Approval, Defendant shall transfer or cause to be transferred the approved amount of the GSF, if any, to the Settlement Administrator. No funds will be payable by Defendant prior to that time.

8.2 Payment Procedures. Subject to Section 4A above, within ten (10) calendar days after Final Approval the Settlement Administrator shall pay Individual Settlement Payments from

the GSF to all Settlement Class Members; any Court-approved attorneys' fees, costs, Incentive Award, Settlement Administration Costs, and taxes, if applicable; and all withheld employee-side payroll taxes and calculated Employer Taxes, if any, to the proper government taxing authorities.

8.3 Tax Treatment of Individual Settlement Payments.

8.3.1 Individual Settlement Payments will be allocated one-third as W-2 Wages and 2/3 reported as IRS Form 1099 payment of non-wages, such as for treble damages, liquidated damages, penalties and interest. A Form 1099 will be issued to Class Counsel for the full amount of the GSF.

8.3.2 Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient, with the exception of the employee-side payroll taxes and Employer Taxes, which shall be paid from the GSF or NSF, if applicable.

8.3.3 If required by state or federal tax requirements, the Settlement Administrator will prepare a IRS Form 1099 for Settlement Class Members. The IRS Form 1099 will reflect each Settlement Class Member's non-wage income. The Settlement Administrator will be responsible for preparing these forms timely and correctly. Settlement Class Members will be responsible for correctly characterizing the compensation that they receive pursuant to the IRS Form 1099 and for payment of any taxes owing on said amount.

8.3.4 The Parties acknowledge and agree that neither Defendant nor Defendant's attorneys nor Class Counsel have made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Settlement Class Members will be required to pay all federal, state or local employee-side taxes, if any, which are required by law to be paid with respect to their Individual Settlement Payments. The Parties further agree that

Defendant shall have no legal obligation to pay, on behalf of Settlement Class Members, any taxes, deficiencies, levies, assessments, fines, penalties, interest or costs, which may be required to be paid with respect to the settlement payments other than as provided for in this Agreement.

8.4 Tax Treatment of Class Representative Incentive Award. The Settlement Administrator will prepare and have delivered to Plaintiff an IRS Form 1099 for the Incentive Award awarded to him. Plaintiff will be responsible for correctly characterizing the Incentive Award paid to him for tax purposes and for payment of any taxes related to thereto.

8.5 Uncashed Checks. After the expiration of 90 days, the Settlement Administrator will send a reminder postcard to any Settlement Class Members whose checks have not yet been cashed, deposited or otherwise negotiated, reminding them that they have 90 remaining days to do so and inviting them to contact the Settlement Administrator to request that a replacement check be issued and mailed to them. If such a request is made by a Settlement Class Member, then the Settlement Administrator shall cancel the outstanding settlement check that was initially sent to them and issue and send a replacement check to the Settlement Class Member. In the event a reminder postcard is returned to the Settlement Administrator as undeliverable or with a forwarding address, then the Settlement Administrator shall cancel the outstanding settlement check that was initially sent to them, perform a skip trace on the Settlement Class Member to verify and/or determine a new mailing address for them, and issue and send a replacement check along with another copy of the Notice to the Settlement Class Member. Any such replacement check will be valid for 60 days from being issued or 180 days from the date a check was initially sent to the Participating Class Member, whichever is later (the “Expiration Date”).

8.6 Any Residual Funds. It is the intention of the Parties, and they are hereby suggesting, that the settlement effectuated under this Agreement pursuant to the Court’s approval

will not create any “residual funds” as provided under Mass. R. Civ. P. 23(e)(1).

8.6.1 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.

8.6.2 Notwithstanding the intended and proposed lack of any residual funds to be created by the settlement under this Agreement, in the event that any checks mailed to Settlement Class Members remain outstanding and not cashed, deposited or otherwise negotiated upon the occurrence of the applicable Expiration Date, or an envelope mailing a check or a reminder postcard mailed to a Settlement Class Member is returned and no forwarding address can be located for the Settlement Class Member after reasonable efforts have been made, then any such funds shall be transmitted by the Settlement Administrator to the MAIC, but all such Settlement Class Members whose settlement payments are so remitted to the MAIC shall still be fully bound by the release of Released Claims under this Agreement and the Final Approval Order and Final Judgment entered by the Court pursuant thereto.

8.7 QSF as Funding and Distribution Mechanism; No Additional City Funding.
Funding of the Settlement Amount into the QSF constitutes satisfaction of the City’s monetary obligations under this Agreement; all subsequent payments, withholdings, assessments, deposits, remittances, and reporting shall be performed by the QSF Administrator from the GSF/NSF/QSF as applicable and in accordance with this Agreement and any order of the Court.

8.8 Information Reporting and Allocation; Corrections. The QSF Administrator shall implement the allocation of payments between wage and non-wage components, and shall issue Forms W-2 and 1099 in accordance with this Agreement, subject to changes required by law or by any taxing authority. If corrections are required, the QSF Administrator shall issue Forms W-2c/1099 corrections and make corresponding tax deposit adjustments, including seeking recovery or performing true-ups from recipients as needed, all from the QSF/NSF/QSF without additional City funding.

8.9 Cooperation; Data; Protected Information. The Parties shall provide the QSF Administrator such data and reasonable cooperation as are necessary to perform withholding, assessments, reporting, and remittances. The QSF Administrator shall safeguard all personal identifying information and use it solely for settlement administration and tax compliance, consistent with the protective provisions of this Agreement.

8.10 No Tax Advice by the City; No Reliance. Settlement Class Members and Class Counsel and the Settlement Administrator and the QSF Administrator acknowledge that the City makes no representations regarding tax treatment of payments under this Agreement, and that the QSF Administrator shall be solely responsible for QSF-level tax and assessment compliance and reporting.

9. Duties Of The Parties Prior To Preliminary Approval

9.1 Preliminary Approval Motion. Not later than ten (10) court days after execution of this Agreement, Plaintiff shall file a motion seeking preliminary approval of this Settlement Agreement (the “Preliminary Approval Motion”), which shall include: (1) the proposed Notice; (2) a proposed Preliminary Approval Order; (3) a fully executed version of this Agreement; and (4) the necessary documents, memorandum, affidavits, and exhibits for the purposes of certifying

a class under Mass. R. Civ. P. 23 and M.G.L. c. 149, § 150 for settlement purposes only and preliminarily approving the Agreement, in order to accomplish the following:

- (a) Schedule a Final Approval Hearing (should the Court decide to schedule and/or hold one) on the question of whether the settlement, including the payments of attorneys' fees and costs and Incentive Award, should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice;
- (b) Approve, as to form and content, the proposed Notices of Class Action Settlement;
- (c) Set a schedule for the filing of objections, including the setting of a Bar Date as defined in Section 6, above;
- (d) Direct the mailing of the Notice by first class mail to the Settlement Class Members;
- (e) Preliminarily approve the settlement subject to the final review and approval by the Court;
- (f) Preliminarily approve the Settlement Administrator selected by Class Counsel subject to Defendant's reasonable approval and the estimated Settlement Administration Costs;
- (g) Preliminarily approve the QSF Administrator;
- (h) Preliminarily approve Class Counsel's request for attorneys' fees and litigation expenses and costs, as set forth herein, subject to final review and approval by the Court;

- (i) Preliminarily approve Class Counsel's requests that Plaintiff receive an Incentive Award as set forth herein, subject to final review and approval by the Court; and
- (j) Conditionally certify the proposed Settlement Class for settlement purposes only.

9.2 Not later than five (5) court days prior to the submission of the Preliminary Approval Motion to the Court, Plaintiff's counsel will submit a near-final draft thereof (including all supporting papers) to counsel for Defendant for its review and comment.

10. Duties Of The Parties Following Preliminary Approval

10.1 Final Approval Hearing. On the date set forth in the Preliminary Approval Order, or such other date as the Court shall determine, the Court may conduct a Final Approval Hearing (should the Court decide to schedule and/or hold one) in order to determine whether to grant final approval to this Settlement Agreement, consider any timely and proper objections to this Settlement and all responses to objections by the Parties, and rule on Class Counsel's application for fees and costs, and Plaintiff's application for an Incentive Award.

10.2 Filings by the Parties. In accordance with the schedule and deadlines set by the Court in the Preliminary Approval Order and in advance of the Final Approval Hearing (should the Court decide to schedule and/or hold one), the Parties shall file with the Court the following documents to be prepared by Class Counsel and in a form agreed to by Defendant: (1) a Joint Motion for Final Approval; (2) a proposed Final Approval Order and Judgment; and (3) any other documents the Court deems necessary to effectuate final settlement of the Asserted Claims. Class Counsel shall also file, in accordance with the schedule and deadlines set by the Court in the Preliminary Approval Order and in advance of the Final Approval Hearing (should the Court

decide to schedule and/or hold one), their application for fees and costs and Incentive Award.

10.2.1 Not later than five (5) calendar days prior to the submission of the foregoing, Class Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to counsel for Defendant for its review and comment.

10.3 Proposed Final Approval Order and Judgment. In conjunction with the request for final approval of the Settlement provided for herein, the Final Approval Order and Judgment submitted by the Parties shall order, adjudge and decree that the Court: (a) grants Final Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of the terms and conditions set forth herein, including final certification of the Settlement Class for purposes of settlement only; (b) approves Class Counsel's application for an award of attorneys' fees and reimbursement of costs; (c) approves the Incentive Award to Plaintiff; (d) permanently enjoins and restrains Plaintiff and Settlement Class Members from and against initiating or pursuing any claims settled herein and released by this Settlement Agreement; and (e) enters a Judgment dismissing the Action on the merits and with prejudice, and providing that no further notice of the entry thereof needs to be provided to any Settlement Class Members.

11. Releases And Judgment

11.1 Release By Settlement Class. Upon the occurrence of the Effective Date, and once Defendant has paid the GSF amounts in full, each Settlement Class Member—including all Settlement Class Members whose settlement payments are remitted to the MAIC—will release the Released Parties (as defined above) of and from the following "Released Claims": any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been asserted based on the

facts and/or theories alleged in the Complaint and/or in any other pleading filed in the Action or that will be filed pursuant to this Agreement, whether or not referenced in any of those pleadings, based on the facts and/or theories alleged in connection with the Action, including but not limited to those that were, are or could be the basis of any of the claims (including without limitation under theories of successor liability, joint employer liability, agency and/or conspiracy) that the Plaintiff and the Class Members were underpaid wages while working as student officers through April 4, 2025, including without limitation all claims, either in tort or in contract, or in law or in equity, granted by or arising under the common law or any statute or regulation, including, but not limited to, Massachusetts General Laws (“M.G.L.”) Chapters 93A, the Massachusetts Wage Act, M.G.L. c. 149, §§ 148 and 150, the Massachusetts Fair Employment Practices Act, M.G.L. c. 151B, § 1 et seq., the Massachusetts Privacy statute, the Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, M.G.L. c. 93, § 102 and M.G.L. c. 214, § 1C, the Massachusetts Labor and Industries Act, M.G.L. c. 149, § 1 et seq., M.G.L. c. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Maternity Leave Act, M.G.L. c. 149, § 105D, the Massachusetts Equal Pay Act, M.G.L. c. 149, § 105A, the Massachusetts Parental Leave Laws, M.G.L. c. 149, § 52D, the Massachusetts Paid Family and Medical Leave Law, M.G.L. c. 175M, § 1 et seq., the Massachusetts Small Necessities Leave Act, M.G.L. c.149, § 52D, and the Massachusetts Earned Sick Pay Law, M.G.L. c.149, § 148C, all as amended.

11.2 Neither the foregoing, nor the Released Claims or the injunction under this Agreement, shall be interpreted or construed to prevent Plaintiff or any Settlement Class Member from cooperating in any federal, state, or local investigation, it being further acknowledged and agreed that notwithstanding the foregoing, Plaintiff and all Settlement Class Members, including all Settlement Class Members whose payments are remitted to the MAIC, disclaim the right to

seek or recover money damages as a result of any such investigation.

11.3 Additional Release By Plaintiff. In addition to the Release set forth in Section 11.1, Plaintiff, for himself and no other person, releases the Released Parties of and from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or nature, contingent or accrued, which do or may exist as of the date of the execution of this Settlement Agreement and through and including the date of the Court's Final Approval Order.

11.4 Injunction Barring Pursuit of Released Claims. As part of the final approval of the Settlement, Plaintiff and Settlement Class Members, including all Settlement Class Members whose payments are remitted to the MAIC, and any person or agency or entity acting on behalf of or in concert with them, shall be permanently enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, or with any other entity, agency or body, with respect to the Released Claims. This settlement is conditioned upon the release by Settlement Class Members, including all Settlement Class Members whose payments are remitted to the MAIC, and Plaintiff as described in Sections 11.1 and 11.3, above, and upon covenants by Plaintiff and all Settlement Class Members, including all Settlement Class Members whose payments are remitted to the MAIC, that they will not and cannot participate in any actions, lawsuits, proceedings, complaints or charges brought individually, collectively, or on a class or representative basis, or by any other agency, persons or entity in any court or arbitration or before any administrative body with respect to the Released Claims, nor will Plaintiff or any Settlement Class Members, including all Settlement Class Members whose payments are remitted to the MAIC, contest or interfere with efforts by Defendant or by any other Released Parties to oppose any attempt to bring such Released Claims against any of them. Additionally, it is agreed

herein that neither injunctive or declaratory relief, nor any equitable relief beyond what could be characterized as restitution of claimed unpaid wages required to be paid pursuant to this Settlement Agreement, will be ordered by the Court against Defendant in final approval of the settlement, which will otherwise be grounds for Defendant rescinding and terminating this Settlement Agreement.

11.5 Judgment. The Parties consent to the entry of a Final Judgment, incorporating the terms of this Agreement and the Court's Final Approval Order, and dismissing the action with prejudice.

11.6 Preclusive Effect. As of the Effective Date, Plaintiff and each and every Settlement Class Member, including all Settlement Class Members whose payments are remitted to the MAIC (collectively, the "Releasing Parties"), shall be bound by this Settlement Agreement and the Final Approval Order and Judgment entered by the Court, and shall have recourse exclusively to the benefits, rights and remedies provided hereunder. The Releasing Parties may not pursue any other action, demand, suit or claim against the Released Parties with respect to the Released Claims.

12. Limitation On Use Of Settlement Agreement

The Parties agree that use of the Settlement Agreement shall be limited as follows:

12.1 No Admission of Liability by Defendant. Defendant, on behalf of itself and each and all of its respective officials, officers, departments, commissions, boards, committees, agents, employees, attorneys and representatives, and their respective employees and agents, and all other Released Parties, denies any liability or wrongdoing of any kind associated with the claims being settled and released herein. Defendant contends, among other things, that it has complied at all times with all applicable laws and asserts that the Settlement Class Members were properly compensated for all time worked, and otherwise treated at all times in compliance with all

applicable laws, throughout the Settlement Class Period. Neither this Settlement Agreement nor any exhibit hereto, nor any other document pertaining to the settlement contemplated herein, may be offered in this or any other case or proceeding as evidence of any admission by Defendant of any liability on any claims for damages or other relief. Any stipulation or admission by Defendant contained herein is made for settlement purposes only.

12.1.1 In the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, Defendant believes that the amount of settlement negotiated between the Parties and set forth in this Settlement Agreement is fair, reasonable, and adequate.

12.1.2 Nothing in this Agreement nor in the proceedings contemplated hereby shall be construed as an admission by the Defendant that any of the requirements for class certification under Mass. R. Civ. P. 23 or G.L. c. 93A, § 9 or any other rule or statute have been met.

12.2 No Evidentiary Use. This Agreement shall not be used, offered or received into evidence in the Action for any purpose other than to enforce, construe or finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement. Neither this Agreement nor any of its terms shall be offered or received into evidence in any other action or proceeding except as necessary to enforce its terms.

12.3 No Effective Date. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement: (a) this Settlement Agreement shall have no force and effect and the parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of this Settlement Agreement; (b) Defendant shall have no obligation to make any payments to Plaintiff, the Settlement Class Members, Plaintiff's counsel, or any other person or entity as a result of this Agreement; (c) any

preliminary approval order, final approval order or judgment shall be vacated; (d) this Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding; and (e) Plaintiff waives any objection to the timeliness of Defendant's subsequent responsive pleading and/or removal of the Action to the applicable Superior Court of the Commonwealth of Massachusetts and/or United States District Court for the District of Massachusetts if such responsive pleading and/or removal is filed or initiated by Defendant not later than 30 calendar days after entry of an order by the Court denying approval of the settlement (provided, however, that if the 30th calendar day falls on a weekend or holiday, then the deadline will be extended to the next court day thereafter). Defendant's time to do so is otherwise stayed pending determination of whether no Effective Date occurs.

12.4 No Current or Solicited Representation of Other Employees. Class Counsel represent, warrant, and agree that they and their respective law firms do not currently represent any current or former employees of Defendant other than Plaintiff, nor have they or their law firms or Plaintiff directly or indirectly solicited or will they directly or indirectly solicit representation of other employees of Defendant for employment-related legal matters nor have they referred them to any other lawyer or law firm for such representation for employment-related legal matters. For the avoidance of any doubt, posting general information about Class Counsel and/or their respective law firms on their respective law firms' websites and/or responding to unsolicited inquiries is not direct or indirect solicitation.

12.5 Tax Obligations. Tax obligations which may arise by virtue of the Settlement Class Payments made pursuant to this Agreement, if any, are solely the responsibility of the recipients of such payments, and are not the responsibility of the Defendant. The Parties to this Agreement

do not in any way express any belief or opinion regarding the existence of such tax obligations and do not undertake to provide any advice to any Settlement Class Member regarding any tax obligations which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

12.6 Confidentiality. Plaintiff and Class Counsel will maintain the proposed settlement and this Settlement Agreement as confidential and not publicly disclose the same except as set forth herein and in Section 13.4, below. Except as set forth in Section 13.4, below, or as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by Plaintiff or Class Counsel about the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Class Counsel in the Action related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs, enhancements and the other relief set forth in this Settlement Agreement, or to communications between Class Counsel and Plaintiff or Settlement Class Members in the Action, except that prior to the filing of the motion for preliminary approval of the settlement set forth herein, Class Counsel shall not discuss the settlement with Settlement Class Members other than Plaintiff. Class Counsel may otherwise state only that the Action has been settled on terms mutually agreeable to the Parties. Plaintiff may only publicly make statements saying or consistent with the following: "The lawsuit has been resolved to my satisfaction and I am happy with the result achieved for me personally and for my

co-workers.” The Parties understand and agree that there may be media coverage of the settlement of the Action not initiated by Plaintiff or Class Counsel, directly or indirectly. It is also agreed and understood that the Parties and each and every Settlement Class Member may disclose only the amount of the settlement received by the Class Member to their respective families, and to their legal, tax, or accounting advisors, insurance companies, or as required by law, regulatory rules or regulatory requirements.

13. Interpretation And Enforcement of The Agreement

13.1 Parties’ Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

13.2 Advice of Counsel. The Parties acknowledge, agree and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect, including any tax consequences thereof.

13.3 Mutual Full Cooperation; Further Acts. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court’s preliminary and final approval of this Settlement Agreement

and the dismissal with prejudice of the Action as set forth herein.

13.4 Use of Websites. The Parties agree that the Settlement Administrator may use U.S. Mail and an information-only settlement administration website to provide notice and information about the settlement to Settlement Class Members. The settlement administration website shall contain a copy of this Agreement, the operative Complaint on file in the action, the Notice attached hereto as **Exhibit B**, the Motion for Preliminary Approval, the Preliminary Approval Order, the Final Approval Order, the Final Judgment, a calendar of key deadlines (such as the objection deadline and date of any Final Approval Hearing, if any), and any FAQs or other information or documents jointly approved by the Parties or required by the Court. The domain name used for the Settlement Administrator's website for the settlement will be subject to Defendant's reasonable approval. Not later than 10 calendar days after the date that the Settlement Administrator must remit any unclaimed funds to the MAIC as set forth in Section 8.6, above, the Settlement Administrator's website for the settlement will be taken down. Class Counsel may post a general announcement to their website, and share a URL link to that website announcement on LinkedIn and Facebook, identifying when the case was filed, the subject matter of the case, and the amount of the settlement. Notwithstanding the foregoing limitations, Class Counsel may list the Action case name, number, and a short description of the claims in declarations filed in court listing their prior cases to provide their qualifications to be appointed as class counsel.

13.5 No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

13.6 Construction. The Parties hereto agree that the terms and conditions of this

Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or her or its counsel, participated in the drafting of this Settlement Agreement.

13.7 Arms'-Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

13.8 Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

13.9 Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties or their Counsel hereto and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

13.10 Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

13.11 Binding on Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,

successors and assigns.

13.12 Exhibits. The exhibits to this Agreement are an integral part of the Settlement and are hereby incorporated and made a part of this Agreement.

13.13 Class Counsel Signatories. It is agreed that because of the large number of Settlement Class Members, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. As such, Class Counsel is signing on behalf of the Settlement Class Members. In addition, the Notices will advise all Settlement Class Members of the binding nature of the Release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

13.14 Counterparts. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

13.15 Facsimile and Email Signatures. Any party may execute this Agreement by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

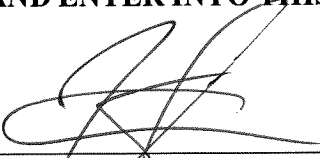
13.16 Continuing Jurisdiction. The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby. All Parties and Settlement Class Members shall be deemed to submit to the

exclusive jurisdiction of the Court with respect to the enforcement of the Agreement and any dispute related thereto, except as specifically set forth herein. The Parties shall not petition the Court to modify the terms of the Agreement or to increase Defendants' payment obligations hereunder.

13.17 Governing Law. The Parties agree that the laws of the Commonwealth of Massachusetts govern the interpretation and application of this Settlement Agreement, except to the extent governed by federal law in which case federal law will apply.

BY THEIR SIGNATURES BELOW, THE PARTIES HEREBY VOLUNTARILY, KNOWINGLY, AND WILLINGLY APPROVE AND ENTER INTO THIS CLASS ACTION SETTLEMENT AGREEMENT.

DATED: JUNE 8, 2026



HAROLD CORNET
Plaintiff and Proposed Class Representative

DATED: _____, 2026

CITY OF SPRINGFIELD

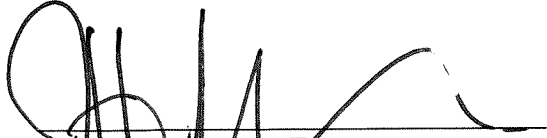
By: _____

Print Name: _____

Print Title: _____

AGREED AND APPROVED AS TO FORM AND CONTENT:

By Plaintiff's Counsel



Jeffrey S. Morneau, Esq.
BBO No.: 643668
Connor & Morneau, LLP
136 Dwight Road
Longmeadow, MA 01106
(413) 455-1730
jmorneau@cmolawyers.com

By Defendant's Counsel

Mark J. Albano, Esq.
BBO No.: 013860
Albano Law, LLC
One Monarch Place
1414 Main Steet, Suite 1330
Springfield, MA 01144
(413)736-3500
mark@albanolawllc.com

exclusive jurisdiction of the Court with respect to the enforcement of the Agreement and any dispute related thereto, except as specifically set forth herein. The Parties shall not petition the Court to modify the terms of the Agreement or to increase Defendants' payment obligations hereunder.

13.17 Governing Law. The Parties agree that the laws of the Commonwealth of Massachusetts govern the interpretation and application of this Settlement Agreement, except to the extent governed by federal law in which case federal law will apply.

BY THEIR SIGNATURES BELOW, THE PARTIES HEREBY VOLUNTARILY, KNOWINGLY, AND WILLINGLY APPROVE AND ENTER INTO THIS CLASS ACTION SETTLEMENT AGREEMENT.

DATED: _____, 2026

HAROLD CORNET
Plaintiff and Proposed Class Representative

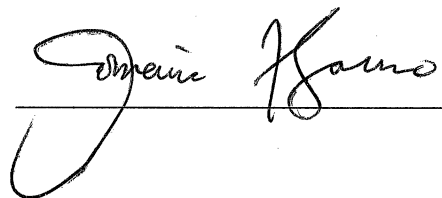
DATED: 6/10, 2026


CITY OF SPRINGFIELD


By: _____

Print
Name: _____

Print
Title: _____








AGREED AND APPROVED AS TO FORM AND CONTENT:

By Plaintiff's Counsel

By Defendant's Counsel

Jeffrey S. Morneau, Esq.
BBO No.: 643668
Connor & Morneau, LLP
136 Dwight Road
Longmeadow, MA 01106
(413) 455-1730
jmorneau@cmolawyers.com

 6/12/26

Mark J. Albano, Esq.
BBO No.: 013869
Albano Law, LLC
One Monarch Place
1414 Main Steet, Suite 1330
Springfield, MA 01144
(413)736-3500
mark@albanolawllc.com

EXHIBIT

“A”

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.

[PROPOSED]
FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, the Parties entered into a Settlement Agreement to settle the above-captioned class action and this Court preliminarily approved the Settlement Agreement (the “Preliminary Approval Order”) on ___[insert date]___, a copy of which is attached as **Exhibit 1** hereto and incorporated herein by this reference as though set forth in full; and

WHEREAS, in accordance with the Preliminary Approval Order, Class Notice was sent to all Settlement Class Members via first class mail in a timely manner on ___[insert date]___; and

WHEREAS, [] Settlement Class Member(s) submitted timely objections to the Settlement, which objections were sent to this Court for its consideration; and

WHEREAS, on ___[insert date]___, this Court held a hearing on the fairness of the proposed settlement of this class action, at which objectors to the settlement could appear and [] objectors appeared; and

WHEREAS, the Parties and the Settlement Administrator have complied with the Preliminary Approval Order; and

WHEREAS, the claims at issue in the Action involve issues as to which there are substantial grounds for difference of opinion, and the proposed settlement of this action constitutes a resolution of those issues that is fair, reasonable, and adequate;

NOW, THEREFORE, based upon the submissions of the Parties and Settlement Class Members, due consideration of any objections, any testimony adduced at the Final Approval Hearing, the pleadings on file, and the arguments of counsel, and having reviewed the pleadings and evidence filed in support of the request for final approval of the Settlement, the Court finds, and IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement, a copy of which is attached to this Order as **Exhibit 1** and incorporated herein by this reference as though set forth in full.

2. The Court has personal jurisdiction over the Named Plaintiff, the Settlement Class, and Defendant. The Court has subject matter jurisdiction over this action.

3. The settlement was reached by arm's-length negotiations between the Parties.

4. The settlement is fair, reasonable, and adequate, consistent with all applicable requirements of the Massachusetts Rules Of Civil Procedure, the United States Code, and United States Constitution (including the Due Process Clause), and any other applicable law; and in the best interests of the Parties and Settlement Class Members.

5. In negotiating the settlement, Named Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members.

6. The form and method of delivery of the Class Notice: (i) constituted the best practicable notice under the circumstances; (ii) was concise, clear and in plain, easily understood language and was reasonably calculated, under the circumstances, to apprise Settlement Class

Members of the pendency of the action, the claims, and the issues presented in the action, the definition of the Settlement Class certified, the terms of the settlement, including the settlement consideration and the release to be provided to Defendant, the right of Settlement Class Members to object to the settlement, the right of Settlement Class Members to appear at the Final Approval Hearing, through counsel if desired, and the binding effect of a judgment on the Settlement Class Members; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the Massachusetts Rules Of Civil Procedure and any other applicable law.

7. The terms of the settlement and this Final Order And Judgment are binding on the Named Plaintiff and the Settlement Class Members.

8. After due consideration by the Court, all timely objections, if any, to the settlement are hereby overruled.

9. The Parties, their counsel, and the Settlement Administrator are ordered to carry out and implement the settlement according to its terms and provisions as provided in the Settlement Agreement, including compliance with all deadlines set forth therein and in the Preliminary Approval Order.

10. This Action is hereby DISMISSED WITH PREJUDICE.

11. The Release of Released Claims against the Released Parties contained in the Settlement Agreement are hereby effective, binding and valid against the Plaintiff and the Settlement Class Members. Except as expressly set forth in Sections 11.1, 11.3 and 11.5 of the Settlement Agreement, Plaintiff and the Settlement Class Members are conclusively deemed to have released the Released Parties from all Released Claims as defined in the Settlement Agreement, and are forever barred and enjoined from instituting or further prosecuting against the

Released Parties, in any forum, any causes of action, suits, claims or demands of any nature, whether known or unknown at this time, which the Settlement Class Members now have or ever may have, arising out or relating to the Released Claims. Except as expressly set forth in Sections 11.1, 11.3 and 11.5 of the Settlement Agreement, this permanent injunction is binding on all persons, entities and agencies acting on behalf of or in concert with Plaintiff and/or any Settlement Class Members.

12. The Parties are authorized, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the settlement and the Settlement Agreement attached hereto as (i) may be necessary and are consistent with this Judgment, and (ii) do not limit the rights of the Settlement Class Members under the settlement.

13. The Settlement Agreement and any proceedings taken pursuant thereto are not, and may not be offered or received as evidence in any other civil, criminal, bankruptcy, or administrative action or proceeding of (i) any presumption, concession, or admission by or against Defendant of any fact or matter; or (ii) any presumption, concession, or admission of any liability, fault, wrongdoing, or other dereliction of duty by any Released Parties; provided, however, that reference may be made to the Settlement Agreement in proceedings that may be necessary to effectuate the provisions of the Settlement Agreement.

14. The Court hereby grants final approval of the Settlement Amount to be paid as set forth in the Settlement Agreement.

15. Notwithstanding the intended and proposed lack of any residual funds to be created by the settlement under this Agreement, the Court finds that Plaintiff's Counsel has given timely and proper 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. In the event that any checks mailed to Settlement Class Members remain outstanding and not cashed, deposited or otherwise negotiated upon the occurrence of the applicable Expiration Date, or an envelope mailing a check or a reminder postcard mailed to a Settlement Class Member is returned and no forwarding address can be located for the Settlement Class Member after reasonable efforts have been made, then any such funds shall be transmitted by the Settlement Administrator to the MAIC, but all such Settlement Class Members whose settlement payments are so remitted to the MAIC shall still be fully bound by the release of Released Claims under the Settlement Agreement and this Final Order and Judgment entered by the Court pursuant thereto.

16. The Court hereby grants final approval of (i) an award of attorneys' fees and costs to Class Counsel in the amount of \$ (insert amount) and (ii) a Class Representative award to the Named Plaintiff in the amount of \$ (insert amount), both to be paid as provided in the Settlement Agreement Of Settlement.

17. Pursuant to the terms hereof, final judgment shall be entered as provided herein.

18. The Clerk is directed to enter this Judgment forthwith.

So Ordered.

Dated: _____, 2026

Justice of the District Court

EXHIBIT

“B”

MASSACHUSETTS DISTRICT COURT, PALMER SS

Cornet v. City of Springfield
Civil Action No. 2679-cv-196

You Are Eligible For \$ [REDACTED] From A Class Action Settlement

Name
Address 1
Address 2
Town, ST Zip

A Massachusetts court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached with the City of Springfield (“Springfield”) in a class action lawsuit about violations of the Massachusetts Wage Act.
- Springfield has denied the allegations but has agreed to settle the case to avoid the burden, expense, inconvenience, and uncertainty of continued litigation.
- Springfield has agreed to pay up to a maximum of \$825,000.00 (the “Settlement Amount”) to cover payments to approximately 147 class members, attorneys’ fees and costs, service awards and the cost of administering the settlement.
- According to the formula described below in section 6, the Settlement provides you with an estimated payment of [REDACTED]. The estimated payment should be mailed to you in approximately [REDACTED].
- The Court has approved this notice and authorized that it be sent to you. The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made if the Court grants final approval of the Settlement and after any appeals are resolved. Please be patient.

Your legal rights are affected even if you do nothing. Please read this notice carefully. These rights and options—and the deadlines to exercise them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
OBJECT	Serve an Objection if you don’t like the Settlement.	[REDACTED], 2026
DO NOTHING	Get a presently-estimated payment of \$ [REDACTED]. Give up rights.	

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BASIC INFORMATION

1. Why is there a notice?

A Court has authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judges in the Massachusetts District Court are overseeing this case. This litigation is known as *Cornet v. City of Springfield*, Civ. Action No. 2679-cv-196. The person who sued the City of Springfield is called the “Plaintiff.” Springfield is the “Defendant.”

2. What is this lawsuit about?

The lawsuit is about whether Springfield violated wage and hour laws relating to the payment of wages.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” In this case, the proposed Class Representative is Harold Cornet. One court resolves the issues for all Class Members.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive compensation. The Class Representative and her attorneys think the Settlement is best for all Class Members. The Settlement does not mean that Springfield did anything wrong, and Springfield denies that it did anything wrong.

WHO IS PART OF THE SETTLEMENT?

If you received this notice of the Settlement in the mail, then you are a Class Member. But even if you did not receive a notice, you may be a Class Member, as described below.

5. How do I know if I am part of the Settlement?

In order to be part of the Settlement, you must meet the following class definition as set forth in the Settlement Agreement:

- “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.”

Five individuals previously settled and released their claims and are excluded from the Settlement Class.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the Settlement, Springfield will pay an amount to each Class Member *pro rata* based on their potential damages during the period of March 24, 2022 through May 10, 2026 as reflected in Springfield’s payroll records and will also pay the costs to administer the Settlement as well as attorneys’ fees, costs, and expenses, and the incentive award payment to the Class Representative who helped with the lawsuit, subject to the limits set forth in the Settlement Agreement.

7. How much will my Settlement Class Payment be?

\$ is the presently-estimated amount of your settlement payment.

8. When will I receive my payment?

Payments will be sent to Class Members after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

9. What am I giving up to receive a payment?

You will give up your right to sue Springfield for the claims being resolved by this Settlement. In that regard, upon the occurrence of the Effective Date of the Settlement (as defined in the Settlement Agreement), and once Springfield has paid the Gross Settlement Fund amounts in full, each Settlement Class Member—including those who the amount of their settlement checks are remitted to the Unclaimed Property Fund of the Massachusetts state Treasury or to any *cy pres* recipient(s) in accordance with the terms of the Settlement Agreement as approved by the Court—will release the Released Parties (as defined in the Settlement Agreement), The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can visit the settlement website at www. .com or communicate with Class Counsel for free at:

Jeffrey S. Morneau, Esq.
Connor & Morneau, LLP
136 Dwight Road
Longmeadow, MA 01106
Tel: (413) 455-1730
Email: jmorneau@cmolawyers.com

You can, of course, talk to your own lawyer if you have questions about what this means.

HOW TO RECEIVE A PAYMENT

10. How can I receive a payment?

A payment will be mailed to you if the Court approves the Settlement.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Yes. The Court appointed the following law firm as “Class Counsel”: Connor & Morneau, LLP. You will not be charged separately by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses of up to \$206,250.00. The Court will decide the amount of fees and expenses to award. Class Counsel will also request that an incentive award of \$3,500 be paid, from the Settlement, to Harold Cornet, the proposed Class Representative, for his service as representative on behalf of the whole Class.

OBJECTING TO THE SETTLEMENT

13. How can I tell the Court if I do not like the Settlement?

You can object to the Settlement if you don't like some part of it. The Court will consider your views. To object, you must submit a letter to the Settlement Administrator and Class Counsel (*see* Question 14) that includes the following:

- The name, court and docket number of the lawsuit (*Cornet v. City of Springfield*, Palmer District Court, Civ. Action No. 2679-cv-196)
- Your full name, address, and telephone number;
-

You must mail your objection to the following address, and your objection must be postmarked by **90 days after mailing**, 2026:

SETTLEMENT ADMINISTRATOR	
<<<INSERT SETTLEMENT ADMINISTRATOR NAME AND ADDRESS>>>	

14. What is objecting?

Objecting is simply telling the Court that you don't like something about the Settlement. By objecting to the Settlement, a Class Member does not waive or otherwise lose any rights to receive benefits under the Settlement Agreement. However, a Class Member separately seeking and obtaining such relief will still be bound by and deemed to have agreed to the terms of the Settlement Agreement even if he or she makes an objection, unless the Court orders otherwise.

THE FINAL FAIRNESS HEARING

The Court may, but is not required to, hold a Final Fairness Hearing to decide whether to grant final approval of the Settlement and any requests for fees and expenses. If so, you may attend and you may ask to speak, but you do not have to.

15. When and where will the Court decide whether to approve the Settlement?

If the Court chooses to hold a Fairness Haring, it will occur at [REDACTED] p.m. on [REDACTED], at the Palmer District Court, 235 Sykes St, Palmer, MA 01069. At this hearing, the Court will again consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people at the hearing. The Court may also decide how much Class Counsel will be paid from the Settlement. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take.

16. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

17. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. If you need more information, you may call the toll-free number of the Settlement Administrator at [REDACTED], or visit the settlement administration website at www.[REDACTED].com, where you will find a copy of the Complaint in this action, the Settlement Agreement, and other court filings.

EXHIBIT

“C”

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.

[PROPOSED]
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.

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

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

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.

So Ordered.

Dated: _____, 2026

Justice of the District Court