

**STATE OF RHODE ISLAND
KENT, S.C.**

SUPERIOR COURT

Jeannette Lavoie-Soria, Rebecca Reilly,
Frederick Whelan, Patricia Robinson, and
Aria E. Dimeo, *individually and on behalf
of all others similarly situated*

Plaintiffs,

v.

Orthopedics Rhode Island, Inc.

Defendant.

Case No.: KC-2024-1172

PRELIMINARY APPROVAL ORDER

This matter is before the Court for consideration of whether the settlement agreement executed by the parties on _____ (the “Settlement Agreement,” memorializing the “Settlement”) should be preliminarily approved, the proposed settlement class (the “Settlement Class”) preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.¹ Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of the Settlement Class

(1) The Court provisionally certifies the following Settlement Class:

[A]ll living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. The Settlement Class specifically excludes: (1) all persons who are

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

This Settlement Class is provisionally certified for purposes of settlement only.

(2) The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Super. Ct. R. Civ. P. 23, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, Aria E. Dimeo, and Bonnie Felingiere are designated and appointed as the proposed Class Representatives.

(4) Kenneth Grunfeld of Kopelowitz Ostrow, P.C. is designated as Class Counsel. The Court finds that Class Counsel is experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

(5) Upon preliminary review, the Court finds the proposed Settlement Agreement and Settlement are fair, reasonable, and adequate, otherwise meet the criteria for approval, and warrant issuance of notice to the Settlement Class. Accordingly, the proposed Settlement Agreement and Settlement are preliminarily approved.

Final Approval Hearing

(6) A Final Approval Hearing shall take place before the Court on _____, 2025, at ____ a.m./p.m., to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Super. Ct. R. Civ. P. 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of attorney's fees, costs, and expenses should be approved; and (f) the application for Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Class Counsel shall submit the application for fees, costs, and expenses and the application for Service Awards no later than 45 days before the Final Approval Hearing.

(8) Any Settlement Class Member that has not timely and properly excluded themselves from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude themselves from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the

Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Administration

(9) EAG Gulf Coast LLC, doing business as Eisner Amper (“EAG”) is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by any Settlement Class Member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Settlement Administration Costs incurred by the Settlement Administrator will be paid by Defendant as provided in the Settlement Agreement. Class Counsel and Defendant’s Counsel may, upon mutual agreement, identify and select a different Settlement Administrator, if they deem it necessary to do so.

Notice to the Class

(10) The Postcard Notice, Long Form Notice, Publication Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1 through 4, satisfy the requirements of Super. Ct. R. Civ. P. 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court and with the agreement of Class Counsel and Defendant’s Counsel. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement Agreement requires of the Settlement Administrator.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement, Postcard Notice, Long Form Notice, Publication Notice, and Claim Form:

(a) constitute the best practicable notice to the Settlement Class;

(b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement;

(c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and

(d) satisfy the requirements of Super. Ct. R. Civ. P. 23, the constitutional requirement of due process, and any other legal requirements.

The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

Exclusions from the Class

(12) Any individual that wishes to be excluded from the Settlement must mail a written notification of such intent by United States mail to the designated address established by the Settlement Administrator, postmarked no later than 30 days before the Final Approval Hearing (the “Opt-Out Deadline”). The written notification must clearly manifest an intent to be excluded (“opt-out”) of the Settlement and Settlement Agreement. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the parties with copies of all requests for exclusion promptly upon receipt and a final list of all persons that have timely and validly excluded themselves from the Settlement Class in accordance with the terms of the Settlement Agreement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

Objections to the Settlement

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be 30 days before the Final Approval Hearing. For the objection to be considered by the Court, the written objection must include:

- (i) the objector's full name, mailing address, telephone number, and email address (if any);
- (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (iii) the number of times the objector has objected to the class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objections, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorney's Fees, Costs, and Service Award;
- (v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding

the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

- (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (ix) the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including depositions and/or written discovery.

(18) A written notice of objection must be filed with the Court and sent by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

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

Claims Process and Distribution Plan

(20) The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that

qualify for any benefit under the Settlement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement Agreement, including submitting the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Settlement, including the releases included in the Settlement Agreement, and the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement. In such event, the Settlement Agreement and Settlement shall become null and void and be of no further force and effect, and neither the Settlement Agreement (including attachments or exhibits and any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

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

Stay of Proceedings

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

Continuance of Final Approval Hearing

(25) The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

Actions By Settlement Class Members

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Data Incident.

Jurisdiction

(27) The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

Summary of Deadlines

(28) The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

ACTION	DEADLINE
Notice Program Commencement Date	45 days after entry of this Preliminary Approval Order

Application for Attorneys' Fees and Expenses and Service Awards, and Final Approval Brief and Response to Objections (if any)	At least 45 days before the Final Approval Hearing
Claim Form Deadline	At least 15 days before the Final Approval Hearing
Opt-Out Deadline	At least 30 days before the Final Approval Hearing
Objection Deadline	At least 30 days before the Final Approval Hearing
Final Approval Hearing	[No earlier than 90 days after Notice Program Commencement Date (i.e., 135 days after entry of the Preliminary Approval Order)]

IT IS SO ORDERED this 27th day of August, 2025.


 Rachel L Longo
 Deputy I Clerk