

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

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant Orthopedics Rhode Island, Inc., as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is an orthopedic care provider that specializes in serving patients with musculoskeletal disorders.
2. Between September 4, 2024 and September 8, 2024, Defendant experienced a ransomware attack in which a criminal actor accessed Defendant’s computer systems and allegedly compromised the Private Information of its patients, including their names, addresses, dates of birth, billing and claims information, health insurance claims information, and medical information such as diagnoses, medications, test results, x-ray images, and other treatment

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

information. On November 6, 2024, Defendant posted notice of the incident on its website. Then on December 6, 2024, Defendant provided written notice to the impacted individuals.

3. On December 6, 2024, Plaintiff Jeannette Lavoie-Soria filed the first related class action against Defendant in the Kent County Superior Court for the State of Rhode Island, Case No. KC-2024-1172. Five related cases were subsequently filed: *Reilly v. Orthopedics Rhode Island, Inc.*, Case No. KC-2024-1197 (R.I. Super. Ct. Kent Cnty.); *Robinson v. Orthopedics Rhode Island, Inc.*, Case No. 1:24-cv-00529 (D.R.I.); *Dimeo v. Orthopedics Rhode Island, Inc.*, Case No. PC-2024-06705 (R.I. Super. Ct. Providence/Bristol Cnty.); *Whelan v. Orthopedics Rhode Island, Inc.*, Case No. 1:24-cv-00551 (D.R.I.); and *Laccinole v. Orthopedics Rhode Island, Inc. and Does 1-10 Inclusive*, Case No. WC-2025-0042 (R.I. Super. Ct. Washington Cnty.). On January 27, 2025, Plaintiff Lavoie-Soria amended her complaint (“Complaint”) to include Plaintiffs Rebecca Reilly, Frederick Whelan, Patricia Robinson, and Aria E. DiMeo, who each dismissed their separate class actions.

4. On January 23, 2025, Plaintiff Bonnie Felingiere filed her complaint, *Felingiere v. Orthopedics Rhode Island, Inc. and Does 1-10 Inclusive*, Case No. KC-2025-0098 (R.I. Super. Ct. Kent Cnty.).

5. On or about June 10, 2025, Plaintiff Bonnie Felingiere dismissed her complaint, but remains a Class Representative for this Settlement Agreement.

6. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business

operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

7. **“Action”** means the above-captioned action, *Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc.*, Case No. Case No. KC-2024-1172 (R.I. Super. Ct. Kent Cnty.).

8. **“Agreement” or “Settlement” or “Settlement Agreement”** means this Settlement Agreement between Plaintiffs and Defendant.

9. **“Application for Attorneys’ Fees, Costs, and Service Award”** means the application made with the Motion for Final Approval seeking attorneys’ fees, reimbursement for costs, and a Class Representative Service Award.

10. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elect to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

11. “**Cash Payment A – Documented Losses**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

12. “**Cash Payment B – Alternate Cash**” means the cash compensation that Settlement Class Members may elect under the Settlement.

13. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified as necessary, subject to the Parties’ approval.

14. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Settlement Class Member Benefit.

15. “**Claimant**” means a Settlement Class member who submits a Claim Form.

16. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

17. “**Class Counsel**” means Kenneth Grunfeld of Kopelowitz Ostrow, P.C.

18. “**Class List**” is the class list provided by Defendant to the Settlement Administrator. The Class List is a list of the Settlement Class members with the Settlement Class members’ most current known mailing address in a searchable format.

19. “**Class Representatives**” means the Plaintiffs that sign the Settlement Agreement.

20. “**Court**” means the Rhode Island Superior Court, Kent County, and the Judge(s) assigned to the Action.

21. **“Medical Monitoring”** means two years of CyEx Medical Shield Ultra Medical Monitoring product that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

22. **“Data Incident”** means the unauthorized access to or acquisition of the Private Information that took place on or about September 4, 2024.

23. **“Defendant”** means Orthopedics Rhode Island, Inc.

24. **“Defendant’s Counsel”** means Mullen Coughlin LLC.

25. **“Effective Date”** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

26. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

27. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

28. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Award.

29. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded.

30. **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail upon request to the Settlement Administrator.

31. **“Motion for Final Approval”** means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

32. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

33. **“Net Settlement Fund”** means the amount of the Settlement Fund following payment of Settlement Administration Costs and any attorneys’ fees, costs, and Service Award awarded by the Court.

34. **“Notice”** means the Publication Notice, Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

35. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Publication Notice, Postcard Notice and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

36. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

37. **“Objection Deadline”** means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

38. **“Opt-Out Deadline”** means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

39. **“Private Information”** means the personally identifiable information and private health information impacted by the Data Incident, including but not limited to, names, addresses, dates of birth, billing and claims information, health insurance claims information, and medical information such as diagnoses, medications, test results, x-ray images, and other treatment information.

40. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class members by mail.

41. **“Plaintiffs” means** Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, Aria E. Dimeo, and Bonnie Felingiere.

42. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

43. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

44. **“Publication Notice”** means the publication notice of the Settlement, substantially in the form attached hereto as *Exhibit 4*.

45. **“Releases”** means the releases and waiver set forth in Section XIII of this Agreement.

46. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands,

liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

47. **“Released Parties”** means Defendant and Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

48. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

49. **“Service Award”** means the payment the Court may award the Plaintiffs for serving as Class Representatives.

50. **“Settlement Administrator”** means EAG Gulf Coast LLC doing business as Eisner Amper (“EAG”).

51. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

52. **“Settlement Class”** means all 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. Defendant represents the Settlement Class consists of approximately 377,731 individuals. Excluded from the Settlement Class are: (1) all persons who are 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.

53. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

54. **“Settlement Class Member Benefit”** means the Cash Payment and/or Medical Monitoring, elected by Settlement Class Members.

55. **“Settlement Fund”** means the non-reversionary, all cash \$2,900,000.00 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein.

56. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

57. **“Valid Claim”** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a

Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

58. Defendant agrees to make a payment of, and deposit that payment into, the Settlement Fund as follows: (a) Within twenty (20) days of the Court granting preliminary approval of this Settlement Agreement, Defendant shall pay all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Claims Administrator (said amount being part of and not in addition to the Settlement Fund); and (b) within twenty-five (25) days of the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed \$2,900,000.00. In the event there is no Final Approval or the Effective Date does not occur following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant.

59. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; (3) any Service Award awarded to the Class Representative; and (4) any attorneys' fees and costs

awarded by the Court.

60. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

61. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

62. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. Settlement Class Members may also elect to receive Medical Monitoring in accordance with the terms of this paragraph. Settlement Class Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund, or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Monitoring, and then for Cash Payment A – Documented Losses and then to Cash Payment B – Alternative Cash payments. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, letters or receipts. Except as expressly provided herein, personal certifications,

declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the Medical Monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment A will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a alternative cash payment in the estimated amount of \$100.00.

c. Medical Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include two years of CyEx Medical Shield Ultra product.

d. Injunctive Relief

Prior to Final Approval, Defendant will provide Class Counsel with a written declaration regarding security measures it implemented following the Data Incident and a projected amount for the next five (5) fiscal years estimating the annual costs of those security measures . The costs of any such security measures on the part of Defendant shall be fully borne by it and under no circumstances will such costs be deducted from the Settlement Fund.

VI. Settlement Approval

63. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint EAG as Settlement Administrator; (7) appoint Class Representatives and appoint Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

64. The Parties agree that, subject to Court approval, EAG shall be the Settlement Administrator. Defendant's Counsel and Class Counsel shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

65. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and distributing the Cash Payments and issuing Medical Monitoring activation codes to Settlement Class Members who submit Valid Claims.

66. The Settlement Administrator's duties include the following:
- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Publication Notice, double sided tear off Postcard Notice including a QR code directly linked to the Settlement Administrator's website and claim form and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
 - b. Establish and maintain the Settlement Fund and the Escrow Account;
 - c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
 - d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
 - e. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
 - f. Respond to any mailed Settlement Class member inquiries;
 - g. Process all opt-out requests from the Settlement Class;
 - h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
 - i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the

Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Email all Medical Monitoring activation codes to all Settlement Class Members who elect Medical Monitoring;

l. Pay Court-approved attorneys' fees and costs, and any Service Award, out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Monitoring activation codes have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

67. Defendant will provide the Settlement Administrator with the Class List no later than 14 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class Lists to accomplish the Notice Program and otherwise administer the Settlement.

68. Within 45 days following entry of the Preliminary Approval Order, the Settlement

Administrator shall commence the Notice Program provided herein, including Publication Notice and using the Postcard Notice and Long Form Notice approved by the Court.

69. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; (e) the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

70. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

71. The Long Form Notice shall also include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to

opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

72. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

73. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a 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 objection, 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;

d. 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 Attorneys' Fees, Costs, and Service Award;

e. 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;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. 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.

74. The Settlement Administrator shall perform reasonable address traces for those

Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to remail the Postcard Notice.

75. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments

76. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

77. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

78. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

79. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class

Member in an effort to determine which Claim Form is the appropriate one for consideration.

80. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

81. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the

Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

82. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the

Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

83. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

84. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

85. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

86. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

87. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem

with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

88. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

89. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Medical Monitoring with information on how to enroll in the Medical Monitoring, including the activation code.

X. Final Approval Order and Final Judgment

90. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed

in this Agreement.

91. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Award, Attorneys' Fees and Costs

92. *Service Award* – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in an amount not to

exceed \$4,000.00 per Class Representative. If approved, the Service Award shall be paid by the Settlement Administrator out of the Settlement Fund within 30 business days of the Effective Date. The Service Award to the Class Representative shall be separate and apart from his entitlement to Settlement Class Member Benefits.

93. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 30 business days of the Effective Date.

94. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and Service Award were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

95. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, any residual shall be distributed to the Electronic Privacy Information Center, to be approved by the Court.

XIII. Releases

96. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Defendant from any and all Released Claims.

97. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

98. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

99. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claim, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

100. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

101. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

102. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

103. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

104. In the event this Agreement is terminated or fails to become effective, all funds in

the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

105. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

106. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

107. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and

to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

108. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

109. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

110. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

111. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a

full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

112. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

113. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

114. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

115. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this

Agreement.

116. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

117. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

118. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

119. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Rhode Island, without regard to the principles thereof regarding choice of law.

120. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

121. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain

jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

122. **Notices.** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Kenneth Grunfeld
Kopelowitz Ostrow, P.C.
 One West Las Olas Blvd., Suite 500
 Fort Lauderdale, FL 33301
grunfeld@kolawyers.com

If to Defendant or Defendant's Counsel:

Carolyn Purwin Ryan
Mullen Coughlin
 426 W. Lancaster Avenue, Suite 200
 Devon, PA 19333
cpurwinryan@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

123. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

124. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

125. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

126. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

127. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject

to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

128. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

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PLAINTIFFS:



Jeannette Lavoie-Soria (Jul 15, 2025 15:32 EDT)

JEANNETTE LAVOIE-SORIA

Plaintiff

Date: 07/15/2025



REBECCA REILLY

Plaintiff

Date: 07 / 15 / 2025

FREDERICK WHELAN

Plaintiff

Date: _____

PATRICIA ROBINSON

Plaintiff

Date: _____

ARIA DIMEO

Plaintiff

Date: _____

BONNIE FELINGIERE

Plaintiff

Date: _____

PLAINTIFFS:

JEANNETTE LAVOIE-SORIA

Plaintiff

Date: _____

Rebecca Reilly

REBECCA REILLY

Plaintiff

Date: 07 / 15 / 2025

FREDERICK WHELAN

Plaintiff

Date: _____

PATRICIA ROBINSON

Plaintiff

Date: _____

ARIA DIMEO

Date: _____

Bonnie Felingiere

BONNIE FELINGIERE

Plaintiff

Date: 7-23-25

PLAINTIFFS:

JEANNETTE LAVOIE-SORIA
Plaintiff

Date: _____

REBECCA REILLY
Plaintiff

Date: _____

Frederick Whelan

FREDERICK WHELAN
Plaintiff

Date: 07 / 16 / 2025

PATRICIA ROBINSON
Plaintiff

Date: _____

ARIA DIMEO
Plaintiff

Date: _____

BONNIE FELINGIERE
Plaintiff

Date: _____

PLAINTIFFS:

JEANNETTE LAVOIE-SORIA
Plaintiff

Date: _____

REBECCA REILLY
Plaintiff

Date: _____

FREDERICK WHELAN
Plaintiff

Date: _____

PATRICIA ROBINSON
Plaintiff

Date: _____

Signed by:



114B6995C3FA470
ARIA DIMEO
Plaintiff

Date: 7/16/2025

BONNIE FELINGIERE
Plaintiff

Date: _____

PLAINTIFFS:

JEANNETTE LAVOIE-SORIA
Plaintiff

Date: _____

REBECCA REILLY
Plaintiff

Date: _____

FREDERICK WHELAN
Plaintiff

Date: _____

Patricia Robinson

PATRICIA ROBINSON
Plaintiff

Date: 07/17/2025

ARIA DIMEO
Plaintiff

Date: _____

BONNIE FELINGIERE
Plaintiff

Date: _____

CLASS COUNSEL

Ken Grunfeld
Ken Grunfeld (Jul 15, 2025 15:44 EDT)

Kenneth J. Grunfeld
KOPELOWITZ OSTROW, P.C.

Date: 07/15/2025

DEFENDANT

Orthopedics Rhode Island, Inc.
Signed by:
B *Michael Bradley, MD*
It President

Date: 7/28/2025 | 9:25 AM PDT

DEFENDANT'S COUNSEL

Carolyn Purwin Ryan
Carolyn Purwin Ryan
MULLEN & COUGHLIN LLC

Date: July 25, 2025

EXHIBIT 1

Docusign Envelope ID: B03AD652-ADEC-4786-B4E3-2B55F997AC67
P.O. Box XXXX
Baton Rouge, LA 70821

Court-Approved Legal Notice
Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc.
Case No. KC-2024-1172

**If you were sent a notice that your
Personal Information was potentially
compromised in the Orthopedics
Rhode Island, Inc. Data incident that
occurred in September 2024, you may
be entitled to benefits from a class
action settlement.**

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

[website]
[phone number]

SETTLEMENT CLAIM ID [CLAIM ID]
[FIRST NAME] [LAST NAME]
[ADDRESS 1]
[ADDRESS 2]
[CITY STATE ZIP]



Docusign Envelope ID: B03AD652-ADEC-4786-B4E3-2B55F997AC67

A \$2,900,000 settlement has been reached in a class action lawsuit against Orthopedics Rhode Island, Inc. ("Defendant" or "ORI") arising out of a data incident Defendant experienced on or about September 4, 2024, where unauthorized third party accessed Defendant's computer systems and potentially compromised individuals' personally identifiable information and private health information (collectively, "Private Information"). Defendant denies the allegation.

Who is Included? You are part of the Settlement Class if you were sent a notice of the Data Incident indicating that your Private Information may have been impacted by the Data Incident.

What does the Settlement Provide? The Settlement provides the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may claim up to \$5,000 upon presentation of reasonable documented losses related to the Data Incident.

Cash Payment B – Alternate Cash: As an alternative to Cash Payment A, you may claim Cash Payment B, a cash payment in the estimated amount of \$100.

Medical Record Monitoring: In addition to Cash Payment A or Cash Payment B, you may claim two (2) years of CyEx Medical Shield Ultra medical record monitoring product.

You must file a Claim Form to receive payment or other benefit as part of the Settlement. For Cash Payment B and/or Medical Record Monitoring, you may use the attached tear off claim form. For all benefits, you can file a claim online or download a Claim Form at [website] and mail it to the Settlement Administrator, or you may call [phone number] and ask that a Claim Form be mailed to you. The deadline to submit a claim is [deadline].

Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [deadline]. If you want to remain part of the Settlement, you may nevertheless object to it by [deadline]. The Long Form Notice is available to explain how to exclude yourself or object. Please visit the website [website] or call the toll-free number [phone number] for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on [date] at [time] to determine whether to approve the Settlement. Class Counsel's request for attorneys' fees up to 33.33% of the \$2,900,000 Settlement Fund, plus costs, and service award of \$4,000 for each Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required. **This notice is a summary. For more information, call or visit the website below.**

Learn more about the Settlement at [website] or by calling toll free [phone number]

Docusign Envelope ID: B03AD652-ADEC-4786-B4E3-2B55F997AC67
Lavioe-Soria et al. v. Orinopeutics Knowledge Institute, Inc., Case No. NC-2024-1172

CLAIM FORM – CLAIM ID: [Claim ID]

Claims must be postmarked or submitted online no later than [deadline].

Contact Information (Please fill in completely.)

Name: _____ Telephone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Cash Payment A – Documented Losses: You can receive reimbursement for up to \$5,000 for reasonable documented losses related to the Data Incident. Because you must submit supporting documentation to be compensated for documented losses, you cannot use this tear-off claim form. To file a claim for Cash Payment A, you must submit your claim online or return the full claim form via mail.

Use this Claim Form to claim any of the following:

- ☐ **Cash Payment B – Alternate Cash:** I wish to claim an alternative cash payment, estimated to be \$100. I understand this amount may be adjusted *pro rata*.
- ☐ **Medical Record Monitoring:** I wish to claim two (2) years of CyEx Medical Shield Ultra product.

Select one of the following payment methods: *PayPal _____ *Venmo _____ *Zelle _____ Check _____
*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account:

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.
Signature: _____ Date: _____

DocuSign Envelope ID: B03AD652-ADEC-4786-B4E3-2B55F997AC67

BRM POSTAGE

ORI Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

EXHIBIT 2

Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc., Case No. KC-2024-1172
Kent County Superior Court of the State of Rhode Island

If you were sent a notice that your Personal Information was potentially compromised in the Orthopedics Rhode Island, Inc. Data Incident that occurred in September 2024, you may be entitled to benefits from a class action settlement.

A Court has authorized this notice. This is **not** a solicitation from a lawyer.

- A \$2,900,000.00 settlement has been reached in a class action lawsuit against Orthopedics Rhode Island, Inc. (“Defendant” or “ORI”) arising out of a data incident Defendant experienced on or about September 4, 2024, by an unauthorized third party (“Data Incident”).
- You are part of the Settlement Class if you are a living individual residing in the United States who were sent a notice of the Data Incident indicating that your Private Information may have been impacted in the Data Incident.
- Under the terms of the Settlement, Settlement Class Members who submit Valid Claims may be able to recover the following benefits, subject to *pro rata* adjustments:
 - **Cash Payment A – Documented Losses:** You may claim up to \$5,000.00 upon presentment of reasonable documented losses related to the Data Incident.

OR

- **Cash Payment B – Alternate Cash:** As an alternative to Cash Payment A, you may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100.00.

AND

- **Medical Record Monitoring:** In addition to Cash Payment A or Cash Payment B, you may claim two (2) years of CyEx Medical Shield Ultra Medical Record Monitoring product.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a Valid Claim.	Submitted online or Postmarked by [deadline]
OPT OUT OF THE SETTLEMENT	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by [deadline]
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by [deadline]
DO NOTHING	Get no Settlement Class Member Benefits. Be bound by the Settlement.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement Class

Questions? Go to [website] or call [phone number]

Member Benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc.*, Case No. KC-2024-1172, in the Kent County Superior Court of the State of Rhode Island (the “Action”). The persons who filed this lawsuit are called “Plaintiffs” and/or “Class Representatives” and the company sued, Orthopedics Rhode Island, Inc., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant. Plaintiffs allege that between September 4, 2024 and September 8, 2024, Defendant experienced a ransomware attack in which a criminal actor accessed Defendant’s computer systems and allegedly compromised the Private Information of its patients, including their names, addresses, dates of birth, billing and claims information, health insurance claims information, and medical information such as diagnoses, medications, test results, x-ray images, and other treatment information (“Private Information”).

Plaintiffs brought this lawsuit against Defendant alleging claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, and breach of fiduciary duty.

Defendant denies these allegations and denies any wrongdoing or liability whatsoever. The Court has not decided who is right. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of further litigation.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representatives in this lawsuit are Plaintiffs Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, Aria E. Dimeo, and Bonnie Felingiere.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in the lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

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

Settlement Class means all 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.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (1) all persons who are 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at [website], call the Settlement Administrator's toll-free telephone number at [phone number], or send an email to [email address].

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following benefits subject to *pro rata* adjustment:

(1) Cash Payment A – Documented Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident. To receive a documented loss payment, you must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses.

You will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, letters or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable

documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

(2) Cash Payment B – Alternate Cash:

As an alternative to Cash Payment A, you may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100.00.

(3) Medical Record Monitoring:

In addition to Cash Payment A or Cash Payment B, you may also make a Claim for Medical Record Monitoring that will include two (2) years of CyEx Medical Shield Ultra Medical Record Monitoring product.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement Section XIII describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [website] or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim, **postmarked** or **submitted online** by [deadline]. Claim Forms may be submitted online at [website] or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling [phone number] or by writing to:

ORI Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by [deadline].

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling [phone number], by writing to [email address], or to:

ORI Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [website] for updates.

14. How will I receive my payment?

If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Settlement Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Kenneth Grunfeld of Kopelowitz Ostrow, P.C as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 33.33% of the \$2,900,000 Settlement Fund, plus reimbursement of costs. The Court may award less than the amount requested. Class Counsel will also request approval of a Service Award in an amount not to exceed \$4,000 per Class Representative. If awarded by the Court, the Settlement Administrator will pay attorneys' fees, costs, and service award out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Costs, and Service Award will be made available on the Settlement Website at [website] before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must include:

- (1) Your full name, mailing address, telephone number, and email address (if any);
- (2) A statement clearly indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class member;

The opt out request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked no later than [deadline]**:

ORI Data Incident Settlement Administrator
Exclusions
P.O. Box XXXX
Baton Rouge, LA 70821

You cannot opt out by telephone or by email.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement Class Member Benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel’s motion for Attorneys’ Fees and Costs.

To object, you must file a timely, written objection stating that you object in *Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc.*, Case No. KC-2024-1172 (R.I. Super. Ct. Kent Cnty.). If your objection is submitted by mail, it must be **postmarked** by **[deadline]**.

The objection must also include all of the following information:

- (1) Your full name, mailing address, telephone number, and email address (if any);
- (2) A written statement of all grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
- (3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you filed the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- (4) The identity of all counsel who represent you, 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 Attorneys’ Fees, Costs, and Service Award;
- (5) The number of times in which your 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 your counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
- (6) The identity of all counsel (if any) representing you and whether they will appear at the Final Approval Hearing;
- (7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- (9) Your signature (an attorney’s signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be filed with the Court by **[deadline]**, with copies to the following address:

Court	Class Counsel	Defendant’s Counsel	Settlement Administrator
Clerk of Court Kent County Superior Court Noel Judicial Complex 222 Quaker Ln Warwick, RI 02886	Kenneth Grunfeld Kopelowitz Ostrow, P.C. One West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301	Carolyn Purwin Ryan Mullen Coughlin 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333	ORI Data Incident Settlement Administrator P.O. Box XXXX Baton Rouge, LA 70821

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **[date]**, at **[time]** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Award. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at [website].

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [website], by calling [phone number], by writing to [email address] or:

ORI Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**

EXHIBIT 3

ORI Data Incident Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**Your Claim Form must be
postmarked or submitted online
no later than [deadline]**

<i>Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc., Case No. KC-2024-1172</i> CLAIM FORM
SETTLEMENT BENEFITS – WHAT YOU MAY GET
You may submit a claim form if you were sent a notice of the Data Incident indicating that your Private Information may have been impacted in the Data Incident. The easiest way to submit a claim is online at [website], or you can complete and mail this claim form to the mailing address above. <u>You may submit a claim for one or more of these benefits:</u> (1) <u>Cash Payment A – Documented Losses:</u> All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, you must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. You are required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, letters or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. (2) <u>Cash Payment B – Alternate Cash:</u> As an alternative to Cash Payment A, you may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100.00. (3) <u>Credit Monitoring:</u> In addition to Cash Payment A or Cash Payment B, you may also make a Claim for Credit Monitoring that will include two (2) years of CyEx Medical Shield Ultra Medical Record monitoring product. Claims must be submitted online or mailed by [deadline]. Use the address at the top of this form to mail your Claim Form.
Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

Your Information		
1. NAME (REQUIRED):		
First Name	MI	Last Name
2. MAILING ADDRESS (REQUIRED):		
Street Address		
Apt. No.		
City	State	ZIP Code
3. PHONE NUMBER:		
4. EMAIL ADDRESS:		
5. UNIQUE ID:		

Questions? Go to [website] or call [phone number]

Cash Payment A – Documented Losses

You can receive reimbursement for up to a total of \$5,000.00 per person for reasonable documented losses related to the Data Incident.

You must submit documentation supporting your Claim, which may include but not limited to, telephone records, correspondence including emails, letters or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

Expense Type	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)

☐ I attest under penalty of perjury that I incurred documented losses related to the Data Incident.

Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, you may claim a cash payment in the estimated amount of \$100.

☐ I wish to claim an Alternate Cash payment.

Medical Record Monitoring

You may choose to elect to receive two (2) years of CyEx Medical Shield Ultra Medical Record monitoring product. *Please include your email address and mailing address on page 2 of this Form.*

☐ I wish to receive two (2) years of credit monitoring.

Signature		
I affirm under the laws of the United States that the information I have supplied in this claim form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge. I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.		
Printed Name	Signature	Date

Payment Selection
Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment: ☐ Venmo – Enter the mobile number associated with your Venmo account: ☐ Zelle – Enter the mobile number associated with your Zelle account: ☐ Physical Check - Payment will be mailed to the address provided above.

EXHIBIT 4

Court-Approved Legal Notice

If you were sent a notice that your Personal Information was potentially compromised in the Orthopedics Rhode Island, Inc. Data incident that occurred in September 2024, you may be entitled to benefits from a class action settlement.

*A Court has authorized this notice. This is **not** a solicitation from a lawyer.*

A \$2,900,000 settlement has been reached in a class action lawsuit against Orthopedics Rhode Island, Inc. (“Defendant” or “ORI”) arising out of a data incident Defendant experienced on or about September 4, 2024, where an unauthorized third party unlawfully accessed Defendant’s computer systems and potentially impacted individuals’ personally identifiable information and private health information (collectively, “Private Information”). Defendant denies the allegation.

Who is Included? You are part of the Settlement Class if you were sent a notice of the Data Incident indicating that your Private Information may have been impacted by the Data Incident.

What does the Settlement Provide? The Settlement provides the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may claim up to \$5,000 upon presentment of reasonable documented losses related to the Data Incident.

Cash Payment B – Alternate Cash: As an alternative to Cash Payment A, you may claim Cash Payment B, a cash payment in the estimated amount of \$100.

Medical Record Monitoring: In addition to Cash Payment A or Cash Payment B, you may claim two (2) years of CyEx Medical Shield Ultra medical record monitoring product.

You must file a Claim Form to receive payment or other benefit as part of the Settlement. For Cash Payment B and/or Medical Record Monitoring, you may use the attached tear off claim form. For all benefits, you can file a claim online or download a Claim Form at [\[website\]](#) and mail it to the Settlement Administrator, or you may call [\[phone number\]](#) and ask that a Claim Form be mailed to you. The deadline to submit a claim is [\[deadline\]](#).

Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [\[deadline\]](#). If you want to remain part of the Settlement, you may nevertheless object to it by [\[deadline\]](#). The Long Form Notice is available to explain how to exclude yourself or object. Please visit the website [\[website\]](#) or call the toll-free number [\[phone number\]](#) for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on [\[date\]](#) at [\[time\]](#) to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees up to 33.33% of the \$2,900,000 Settlement Fund, plus costs, and service award of \$4,0000 for each Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required. **This notice is a summary. For more information, call or visit the website below.**

Learn more about the Settlement at [\[website\]](#) or by calling toll free [\[phone number\]](#)

EXHIBIT 5

STATE OF RHODE ISLAND
KENT, S.C.

SUPERIOR COURT

Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, and Aria E. Dimeo, <i>individually and on behalf of all others similarly situated</i> Plaintiffs, v. Orthopedics Rhode Island, Inc. Defendant.	Case No.: KC-2024-1172
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[PROPOSED] 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 ____ day of _____, 2025.
