

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

ALBA PERALTA PEREZ, :
on behalf of herself and all others :
similarly situated, :
Plaintiff, :

v. :

C.A. No. PC-2025-06050

BLACKSTONE VALLEY COMMUNITY :
HEALTH CARE, INC., :
Defendant. :

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before Court, Justice McBurney presiding, on February 19, 2026 on Plaintiff's Assented to Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiff and Defendant Blackstone Valley Community Health Care, Inc. ("Defendant"). After reviewing Plaintiff's assented to and unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Settlement Class, the appointment of Plaintiff Alba Peralta Perez as the Class Representative, the appointment of David Lietz as Class Counsel for Plaintiff and the Settlement Class, the approval of Simpluris, Inc. ("Simpluris") as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Settlement Class:

all persons whose PII was potentially compromised in the Data Incident, including all individuals to whom Defendant sent an individual notification letter to regarding the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

3. Based on the information provided, for the purposes of settlement only: the Settlement Class is ascertainable; it consists of roughly 34,000 Settlement Class Members satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially implicated in the Incident, satisfying commonality; the proposed Class Representative's claims are typical in that they are members of the Settlement Class and allege she has been damaged by the same conduct as the other members of the Settlement Class; the proposed Class Representative and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiff Alba Peralta Perez as the Class Representative.

5. The Court appoints David Lietz of Milberg PLLC as Class Counsel for the Settlement Class.

6. The Court appoints Simpluris as the Claims Administrator.

7. A Final Approval Hearing shall be held before the Court on Tuesday June 23, 2026 at 11 a.m., in person at Providence Superior Court, 250 Benefit St, Providence, RI 02903, Courtroom 15, for the following purposes:

- a) To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- b) To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c) To determine whether the notice plan conducted was appropriate;
- d) To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e) To determine whether the requested Class Representative Service Award of \$2,500.00, and Class Counsel's attorneys' fees of up to \$175,000.00 should be approved by the Court;
- f) To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g) To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the notices (including the Short Notice). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as presented in the exhibits to the Memorandum in Support of the Assented to Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of R.I. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall

constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the notice plan, Settlement Administration, claims processing, and other execution of the proposed Settlement:

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides Class Member Information to the Claims Administrator	+10 days after preliminary approval order
Notice Commencement Date	+30 days after preliminary approval order
Notice Completion Date	+45 days after preliminary approval order
Plaintiff's Counsel's motion for Fees and Expenses and Service Award	+46 days after the Notice Commencement Date
Objection Deadline	+60 days after Notice Commencement Date
Request for Exclusion Deadline	+60 days after Notice Commencement Date
Claims Deadline	+60 days after Notice Commencement Date
<u>Final Approval Hearing</u>	
Motion for Final Approval	June 23, 2026 at 11:00 am
	-14 days from the Final Approval Hearing
<u>From Order Granting Final Approval</u>	
Effective Date	+30 days, assuming no appeal has been taken. See definition of Effective Date in Paragraph 14 of the Settlement Agreement.

10. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 60 days after the Notice Commencement Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Postcard Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Additionally, all requests to opt out or object to the proposed Settlement must be postmarked by or received by the Settlement Administrator no later than 60 days after the Notice Commencement Date. The written notice must be signed and clearly manifest a Person's intent to be excluded from the Settlement Class. Settlement Class Members who seek to exclude themselves shall receive no benefit or compensation under this Agreement.

12. Settlement Class Members may submit an objection to the proposed Settlement. For an Objection to be valid, it must be filed with the Court and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 60 days after the Notice Deadline and include each and all of the following: (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 five 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 the Motion for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing; (e) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five 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 on the objection issued by the trial and appellate courts in each such listed case; (f) a list of all persons who will be called to testify at the Final Approval

Hearing in support of the objection (if any); (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (h) the objector's signature (an attorney's signature is not sufficient).

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

14. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the releases, including the Released Claims, provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to Defendant in this Action.

15. Pending final determination of whether the Settlement Agreement should be approved, Plaintiff and the Settlement Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant or the other Released Parties.

16. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that

survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Action or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant or (iii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

17. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

IT IS SO ORDERED.

Date: _____

Enter: /s/ Joseph J. McBurney
Associate Justice

Hon. Joseph McBurney
Judge, Rhode Island Superior Court

By Order: /s/ Victoria Reakes-Higgins
Deputy Clerk I

March 3, 2026

Presented by:

/s/ David K. Lietz

David Lietz (*admitted pro hac vice*)

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