

STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
SOUTHERN DISTRICT

SUPERIOR COURT

Theresa Fiorillo, Charlene Areche, and Julie Hayden,
on behalf of themselves and all others similarly situated

v.

St. Joseph Hospital of Nashua, N.H.

Case No. 226-2025-CV-00138

~~PROPOSED~~ **AGREED ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

This matter coming before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and with the Court being fully advised on the premises, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the settlement agreement (the "Agreement").
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Agreement. Based on this preliminary evaluation, the Court finds that the Agreement meets all applicable requirements of New Hampshire Civil Rule 16 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.
3. The Court further finds that: (i) there is a good cause to believe that the settlement is fair, reasonable and adequate, (ii) the Agreement has been negotiated at arm's length between

experienced attorneys familiar with the legal and factual issues of this case and (iii) the settlement warrants notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to New Hampshire Civil Rule 16, and for settlement purposes only, the Court certifies the following Settlement Classes:

All persons who used a MyChart patient portal account associated with St. Joseph from March 11, 2023 to the present.

Excluded from the Settlement Class are (1) the judge presiding over this Action, the judge's staff and members of the judge's direct family; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parent companies have a controlling interest and their current or former officers and directors; and (3) Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Theresa Fiorillo, Charlene Areche and Julie Hayden as Settlement Class Representatives.

6. For settlement purposes only, the Court hereby approves the appointment of Katrina Carroll and Kyle Shamberg of Carroll Shamberg LLC as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel.

7. On _____, 2026 at ____ a.m./p.m., this Court will hold a final approval hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether: (a) final approval of the Agreement should be granted and (b) Class Counsel's application for attorney's fees and expenses and service awards to the Class Representatives should be granted. No later than 14 days prior to the deadline to opt out of or object to the Settlement, Plaintiffs must file any papers in support of Class Counsel's application for Attorneys' Fees and the Service Awards to the Settlement Class Representatives, and no later than 14 days prior to Final Approval Hearing

Plaintiffs must file any papers in support of final approval of the Agreement and in response to any objections.

8. Pursuant to the Agreement, Kroll Settlement Administration is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Agreement or this Order.

9. The Court approves the proposed plan for giving notice to the Settlement Class, as described in the Agreement. The plan for giving notice, in form, method and content, fully complies with the requirements of New Hampshire laws and due process and is due and sufficient notice to all persons entitled thereto.

10. The Court hereby directs the parties and Settlement Administrator to complete all aspects of the notice plan no later than 45 days after entry of this Order (the “Notice Deadline”).

11. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline, which is 45 days after the Notice Deadline. Any Settlement Class Member who fails to timely and properly exclude themselves from the Settlement and shall be bound as a Settlement Class Member by the Agreement. Settlement Class Members shall be bound by all determinations and orders pertaining to the Agreement, including the release of all claims to the extent set forth in the Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided and as provided in the Agreement. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Agreement.

12. Any member of the Settlement Class who intends to object to the Agreement must,

in his or her written objection: (i) include the case name and number of the Litigation; (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature (or electronic signature); (iv) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her Objection, the name, address, telephone number, and email address of the attorney; (v) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (vi) state whether the Objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vii) set forth a statement of the legal and/or factual basis for the Objection; and (viii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

13. If an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written Objection must also include: (i) the identity of witnesses, if any, whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; (ii) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing; and (iii) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an Objection to any proposed class action settlement in the past three (3) years.

14. Any Settlement Class Member who fails to timely file a written objection with the Court in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the parties, shall not be permitted to object to the Agreement at the final approval hearing, and shall be foreclosed from seeking any review of the Agreement by appeal or other means and shall be deemed to have waived his or her objections and

be forever barred from making any such objections in the Action or any other action or proceeding.

15. Class Members who wish to participate in the settlement shall complete and submit a claim form in accordance with the terms and conditions of the Agreement. The Settlement Administrator shall accept and process claim forms in accordance with the Agreement.

16. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Agreement fails to become effective, is overturned on appeal or does not become final for any reason whatsoever, the parties shall be restored to their respective positions in the Action as of the date of the signing of the Agreement, and no reference to the Settlement Class, the Agreement or any documents, communications or negotiations related in any way thereto shall be made for any purpose.

17. Pending the final determination of the fairness, reasonableness and adequacy of the Settlement, no Settlement Class Member may prosecute, institute, commence or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

18. A “Final Approval Hearing” shall be held before the Court on _____, at a.m. for the following purposes:

- a. to determine whether the Settlement is fair, reasonable and adequate and should be approved by the Court;
- b. to determine whether the judgment as provided under the Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Agreement;
- c. to consider the application for an award of attorney’s fees, costs and expenses of Class Counsel;
- d. to consider the application for a Service Awards to the Settlement Class

Representatives; and

e. to rule upon such other matters as the Court may deem appropriate.

19. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Agreement and a Final Approval Order in accordance with the Agreement that adjudicates the rights of all Settlement Class Members.

20. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

21. All discovery and other proceedings in the Action as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Agreement and this Order.

22. For clarity, the deadlines set forth above and in the Agreement are as follows:

Notice Deadline: 45 Days after Preliminary Approval

Motion for Final Approval: 14 Days before Final Approval Hearing

Motion for Service Award, Attorneys' Fees and Costs: 14 Days before the deadline for Class Members to Opt-Out or Object

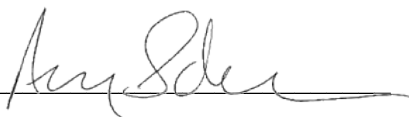
Opt-Out Deadline: 45 Days after Notice Deadline

Objection Deadline: 45 Days after Notice Deadline

Claim Deadline: 60 Days after Notice Deadline

IT IS SO ORDERED.

ENTERED: _____



JUDGE Honorable Andrew R. Schulman

April 30, 2026