

COMMONWEALTH OF KENTUCKY
16TH JUDICIAL CIRCUIT
KENTON CIRCUIT COURT
DIVISION THREE (3)
JUDGE MARY K. MOLLOY
CASE NO. 26-CI-00098

CHARLES VIVIALI, LISA ALICEA, and
KAYLA LOFTON, individually, and on
behalf of all others similarly situated,

PLAINTIFFS

v.
ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT

ONE POINT HR SOLUTIONS, LLC

DEFENDANT

Motion having been made by Plaintiffs, Charles Viviali, Lisa Alicea, and Kayla Lofton
("Plaintiffs" or "Class Representatives"), individually, and on behalf of the Settlement Class, for
Preliminary Approval of the proposed class action Settlement in the above styled action with
Defendant, One Point HR Solutions, LLC ("Defendant"), pursuant to Civil Rule 23.05 of the
Kentucky Rules of Civil Procedure; and the Court being well and sufficiently advised;

The Court HEREBY GRANTS the motion as follows:

1. Class Certification: The Court certifies the proposed class for the purpose of
Settlement only:

All individuals residing in the United States whose Personal Information was potentially
compromised in the Data Incident experienced by One Point HR Solutions, LLC, including
all those who received notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members
who timely and validly request exclusion from the Settlement Class; (iii) any judges
assigned to this case and their staff and family; and (iv) any other person found by a court
of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or
abetting the criminal activity occurrence of the Data Incident or who pleads nolo
contendere to any such charge.

2. The Court finds that the requirements of CR 23.01 and CR 23.02(c) are satisfied.

Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class of approximately 22,885 persons is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Plaintiffs, proposed Class Representatives are typical of and arise from the same operative facts and the Plaintiffs seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

3. **Class Counsel and Class Representatives:** The Court finds that Plaintiffs are adequate Class Representatives, and proposed Class Counsel are all qualified and adequate to represent the Class. The Court therefore appoints Andrew E. Mize of Stranch, Jennings & Garvey, PLLC, Daniel Srourian of Srourian Law Firm, P.C., and Raina C. Borrelli of Strauss Borrelli, PLLC as Class Counsel for settlement purposes only, and appoints Plaintiffs Charles Viviali, Lisa Alicea, and Kayla Lofton as Class Representatives.

4. **Preliminary Approval:** Upon preliminary review, the Court finds the Settlement is within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that: the Class Representatives and Class Counsel have adequately represented the Class; the Agreement was negotiated at arms' length and entered into in good faith without collusion; the relief provided for the Settlement Class appears adequate, taking into account the costs, risks, and delay of trial and appeal; and that the Settlement treats

Class Members equitably relative to each other.

In making this determination, the Court has considered the benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class including the method of processing class-member claims, the proposed manner of allocating benefits to Settlement Class Members, and the terms of the proposed award of attorneys' fees, including timing of payment and the disposition of residual funds, and all of the other factors required by CR 23.05 and relevant case law.

5. **Jurisdiction:** The Court has subject matter jurisdiction pursuant to Kentucky Revised Statutes § 23A.010 and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to KRS § 452.460, and under KRS § 367.220, because Defendants reside in and do business in Kenton County, Kentucky.

6. **Settlement Administration:** The Court appoints Angeion Group as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice:** The proposed notice plan in the Settlement Agreement provides adequate due process to absent class members, is directed in a reasonable manner, satisfies CR 23.05(1), and is hereby approved. The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (a) will 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 Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including CR 23.05(1); and (e) meet the requirements of the Due Process Clause(s) of the United States and Kentucky Constitutions. The Court further finds that the notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

8. **Exclusion from the Class:** Any Settlement Class Member who wishes to be excluded from the Settlement Class, or “opt-out,” must submit a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline, which is sixty (60) days after the Notice Deadline. To be valid, the Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. No Request for Exclusion may be asserted on behalf of any other person, or as a group in the aggregate.

9. **Objections:** Any Settlement Class Member (who does not submit a timely written request for exclusion) may object to the Settlement by filing written objections with the Court no later than the Objection Deadline, which is sixty (60) days after the Notice Deadline. To be valid, the written objection must include (i) the name of this Action; (ii) the objecting Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the

grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who fails to comply with the 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. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Kentucky Rules of Civil Procedure and the Kentucky Rules of Appellate Procedure and not through a collateral attack the Kentucky Rules of Civil Procedure and the Kentucky Rules of Appellate Procedure and not through a collateral attack.

10. **Claims Process:** Settlement Class Counsel and Defendants' counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notices. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the notices and Claim Form. If the

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

11. **Termination of the Settlement:** Should any of the conditions in Paragraph 63 or Paragraph 64 of the Settlement Agreement occur, Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) within fourteen (14) days of the occurrence of said events.

12. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

13. **Final Approval Hearing:** A Final Approval Hearing shall be held on the _____ at 11 am on July 31, 2026 at the Kenton County Justice Center, 230 Madison Avenue, Covington, Kentucky 41011 where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to CR 23.01; (b) the Settlement should be approved as fair, reasonable, and adequate, in accordance with CR 23.05; (c) this litigation should be dismissed with prejudice pursuant to the

terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses; and (f) whether Service Awards will be awarded to Class Representatives.

14. **Continuance of the Hearing:** 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 Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation:** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending final approval of the Settlement Agreement.

IT IS SO ORDERED



HONORABLE MARY K. MOLLOY
JUDGE, KENTON CIRCUIT COURT
DIVISION THREE (3)

Dated: _____

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