

**STATE OF RHODE ISLAND  
KENT, SC.**

**SUPERIOR COURT**

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

Case No. KC-2024-1172

Plaintiffs,

v.

Orthopedics Rhode Island, Inc.,

Defendant.

**ASSENTED-TO MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, and Aria E. Dimeo (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others similarly situated, respectfully move this Court to finally approve the Parties’ Settlement Agreement. This Motion is based upon: (1) this Motion; (2) the Memo; (3) the Declaration of Elena MacFarland (Admin. Decl.) attached as Exhibit 1 to the Memo; (4) the Objection of Howard Schulman, attached as Exhibit 2 to the Memo; (5) the [proposed] Final Approval Order; (6) the records, pleadings, and papers filed in this action; and (7) upon such other documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of this Motion.

Defendant assents to the relief sought in this Motion.

Dated: December 12, 2025

Respectfully submitted,

/s/ Kenneth Grunfeld

Kenneth Grunfeld

**KOPELOWITZ OSTROW, P.C.**

One West Las Olas Blvd., Suite 500

Fort Lauderdale, FL 33301

grunfeld@kolawyers.com

|  |  |
|--|--|
| <p>Andrew J. Shamis<br/><b>SHAMIS &amp; GENTILE, P.A.</b><br/>14 NE 1<sup>st</sup> Avenue, Suite 705<br/>Miami, Florida 33132<br/>Tel: (305) 479-2299<br/>ashamis@shamisgentile.com</p>          | <p>Nickolas J. Hagman<br/><b>CAFFERTY CLOBES MERIWETHER &amp; SPRENGEL LLP</b><br/>135 South LaSalle Street, Suite 3210<br/>Chicago, IL 60603<br/>nhagman@caffertyclobes.com</p>     |
| <p>Vincent L Greene<br/><b>MOTLEY RICE LLC</b><br/>40 Westminster St., 5th Floor<br/>Providence, RI 02903<br/>Tel: (401)-457-7730<br/>Fax: (401)-457-7708<br/>vgreene@motleyrice.com</p>         | <p>Chris Hultquist<br/><b>HULTQUIST LAW, P.C.</b><br/>The Hanley Building,<br/>56 Pine St UNIT 200<br/>Providence, RI 02903<br/>Phone: (401) 383-6650<br/>hultquistlaw@gmail.com</p> |
| <p>William B. Federman<br/><b>FEDERMAN &amp; SHERWOOD</b><br/>10205 N. Pennsylvania Ave.<br/>Oklahoma City, OK 73120<br/>wbf@federmanlaw.com</p>   | <p>Raina Borelli<br/><b>STRAUSS BORRELLI PLLC</b><br/>980 N. Michigan Avenue, Suite 1610<br/>Chicago, Illinois 60611<br/>(872) 263-1100<br/>raina@turkestrauss.com</p>               |
| <p>Danielle L. Perry<br/><b>MASON LLP</b><br/>5335 Wisconsin Avenue, NW, Suite 640<br/>Washington, DC 20015<br/>Tel: (202) 429-2290<br/>dperry@masonllp.com</p>                                  | <p>Peter Waslyk<br/><b>WASYLYK LAW</b><br/>(401) 831-7730<br/>pnwlaw@aol.com</p>   |
| <p>Kensley R. Barrett<br/><b>LAW OFFICES OF KENSLEY R. BARRETT</b><br/>Cranston Office<br/>1000 Chapel View Blvd, Suite 260<br/>Cranston, RI 02920<br/>401-425-4059<br/>ken@krbarrettlaw.com</p> |  |

*Counsel for Plaintiffs*

**CERTIFICATION**

I hereby certify that on this 12th day of December, 2025, I caused a true copy of the within document to be filed via the Rhode Island Judiciary's Electronic Filing System where it is available for viewing and or downloading.

/s/ Susan E. Hargreaves

**STATE OF RHODE ISLAND  
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**SUPERIOR COURT**

Jeannette Lavoie-Soria, Rebecca Reilly,  
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**MEMORANDUM IN SUPPORT OF ASSENTED-TO  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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## **INTRODUCTION**

Plaintiffs Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, Aria E. Dimeo, and Bonnie Felingiere, on behalf of themselves and all others similarly situated, respectfully moves this Court, pursuant to Rule 23(e), for final approval of the Proposed Class Action Settlement Agreement (“Agreement” or “S.A.”) with Defendant Orthopedics Rhode Island, Inc. (“ORI”).<sup>1</sup>

Following prolonged arm’s-length negotiations and a full day mediation, the Parties are able present the Court with a Settlement Agreement to resolve Plaintiffs’ claims against Defendant. The Settlement Agreement was only reached after the Parties thoroughly researched the relevant issues in this case, exchanged informal discovery, briefed and discussed the legal and factual issues, and presented arguments to the mediator. Although much of this case was litigated beyond the view of the Court, this case was hard-fought between the Parties and the Settlement Agreement is the result of arm’s-length negotiations.

Final approval should be granted because the Settlement Agreement provides an excellent result and substantial relief to the Settlement Class Members, including a non-reversionary cash fund in the amount of \$2,900,000.00 (the “Settlement Fund”), which will be used to pay for: (1) reimbursement of Documented Monetary Losses up to \$5,000.00, or alternatively, a *pro-rata* one-time cash payment, estimated to be about \$100.00; (2) two years of CyEx Medical Shield Complete credit monitoring services; and (3) a written declaration regarding security measures Defendant implemented following the Data Incident and a projected amount for the next five (5) fiscal years estimating the annual costs of those improved security measures. *See* Agreement ¶ 62.

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<sup>1</sup> Unless otherwise defined, all capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

The Settlement Agreement involves a multi-faceted Notice Plan, which was specifically designed to provide Class Members a user-friendly Claims process, which has been, and is being, implemented by the Settlement Administrator. *See* Declaration of Elena MacFarland (“Admin Decl.”) ¶ 4, annexed hereto as **Exhibit 1**. This Court-approved Notice Plan provided for notice by mail, in addition to the creation of a Settlement Website and Publication Notice. Ultimately, the Settlement Administrator directly notified 94% of Settlement Class Members. *See* Admin. Decl. ¶ 15.

The objection and opt-out deadline to the Settlement Agreement is December 29, 2025. To date, there have been four requests for exclusions and one objection submitted. *Id.* ¶¶ 18-19. As of now, Class Members have been overwhelmingly positive with respect to the terms of the Settlement Agreement and supportive of final approval. By submitting claim forms, over 10,000 Class Members have already affirmatively voted “yes” to this Settlement Agreement. *Id.* ¶ 17. On August 27, 2025, the Court granted preliminary approval of the Settlement Agreement, conditionally certifying a Settlement Class, appointing Counsel, appointing Class Representatives, scheduling a Final Approval Hearing, and finding the Agreement to be “fair, reasonable, and adequate.” Nothing has changed since the Court’s grant of preliminary approval to modify this determination.

In view of the valuable benefits discussed herein and conveyed to members of the Settlement Class, and the significant risks faced through continued litigation, the Settlement Agreement is “fair, reasonable, and adequate,” and merits final approval. Super. R. Civ. P. 23. The Settlement Agreement provides substantial relief to the Settlement Class, addresses the harms sustained by the Settlement Class Members as a result of the Data Incident, and the terms of the Settlement Agreement are well within the range of reasonableness and consistent with applicable

law, particularly considering the extensive risks and uncertainties of further, protracted litigation.

## **BACKGROUND**

### **A. The Data Breach**

This lawsuit arises from the alleged compromise of Plaintiffs' and the Settlement Class Members' personally identifiable information ("Private Information") due to a breach of ORI's network and systems. On or around September 7, 2024, ORI detected third-party criminal activity on its network. Upon further investigation of the matter, ORI determined that a third-party gained unauthorized access to its network between September 4, 2024 and September 8, 2024. In December 2024, ORI sent notice of the Data Incident to approximately 377,000 individuals, informing them that their Private Information was potentially accessed and exfiltrated as a result of the Data Incident, 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.

### **B. Procedural History**

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. *Id.* ¶ 5. 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.). *Id.* ¶ 6. On January 27, 2025, Plaintiff Lavoie-Soria amended her complaint ("Amended Complaint") to include Plaintiffs

Rebecca Reilly, Frederick Whelan, Patricia Robinson, and Aria E. DiMeo, who each dismissed their separate class actions. *Id.* ¶ 7.

The Amended Complaint asserts the following claims: (i) negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) unjust enrichment; and (v) breach of fiduciary duty. Plaintiffs alleged that Defendant failed to safeguard the PII and PHI that it collected and maintained from and for Plaintiffs and Class Members. *Id.* ¶ 8. The Defendant denies all liability and wrongdoing. *Id.* 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.). On June 10, 2025, Ms. Felingiere dismissed her complaint but remains a Class Representative for this Settlement. *Id.* ¶ 9.

During the litigation process, the Parties began discussing potential settlement. Thereafter, the Parties agreed to attend a full-day mediation on May 16, 2025 before the Hon. David E. Jones (Ret.) of Resolute Systems, LLC. Prior to the mediation, the Parties engaged in an informal exchange of information and documents and presented their positions and arguments to Judge Jones. At the mediation, the Parties were able to reach an agreement in principle following back-and-forth arm's-length negotiations and advocacy by counsel on behalf of the Parties. The settlement was executed in mid-July 2025 and is memorialized in the Settlement Agreement attached to the Motion for Preliminary Approval. Shortly thereafter, Plaintiffs moved for preliminary approval of the Settlement Agreement, which this Court granted, on August 27, 2025. Nothing has changed since the Court's grant of preliminary approval to modify this determination.

### **C. Summary of the Settlement**

#### **1. Settlement Benefits**

The settlement negotiated on behalf of the Class provides for three separate forms of relief:

(1) cash payments in the form of a reimbursement of Documented Monetary Losses up to \$5,000.00, or alternatively, a one-time, *pro-rata* cash payment, estimated to be about \$100.00; (2) two years of CyEx Medical Shield Complete credit monitoring services; and (3) a written declaration regarding security measures Defendant implemented following the Data Incident and a projected amount for the next five (5) fiscal years estimating the annual costs of those improved security measures. *See Agreement ¶ 62.* The Settlement provides for relief for a Settlement Class defined as:

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.

*Id. ¶ 62.*

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. *Id.* The proposed Settlement Class contains approximately 377,000 individuals. The following forms of relief shall be offered to Settlement Class Members.

## **2. Cash Payments**

Under the terms of the Settlement Agreement, Settlement Class Members who submit a valid and timely Claim Form to the Settlement Administrator may elect to receive one of two available Cash Payments – Cash Payment A or Cash Payment B. *Id.* at ¶ 62. Under Cash Payment A, Settlement Class Members may receive reimbursement of documented losses, up to \$5,000.00. *Id.* at ¶ 62(a). To receive compensation for documented losses, Settlement Class Members must submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party for the Settlement Class Member supporting a claim for expenses paid. *Id.* Alternatively, Settlement Class Member may submit a

claim for Cash Payment B, a one-time, *pro-rata*, cash payment, estimated to be about \$100.00. *Id.* at ¶ 62(b). Cash Payment B allows Settlement Class Members to forgo the need to submit supporting third-party documentation. *Id.*

### **3. Medical Monitoring**

In addition to electing any of the other benefits, Settlement Class Members may make a Claim for Medical Monitoring that will include two years of CyEx Medical Shield Complete credit monitoring services. *Id.* at ¶ 62(c).

### **4. Injunctive Relief**

Defendant has provided Class Counsel with a written declaration regarding the security measures it implemented following the Data Incident that includes the cost of implementing these information security enhancements, as well as a projected amount of these costs for the next five (5) fiscal years. The costs of any such security measures have and will be paid by Defendant and shall be fully borne by it, and under no circumstances will such costs be deducted from the Settlement Fund. *Id.* ¶ at 62(d).

### **5. Fees, Costs, and Service Awards**

The Settlement Agreement calls for a reasonable service award to Class Representatives in the amount of \$4,000.00 per Class Representative. *Id.* at ¶ 92. The Service Awards are meant to compensate Plaintiffs for their efforts on behalf of the Settlement Class, including risking reputational harm by allowing their names to be publicly available as Class Representatives, maintaining contact with counsel, assisting in the investigation of the case, reviewing the Amended Complaint, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering counsel's many questions.

Class Counsel is submitting a motion seeking attorneys' fees, costs, and Plaintiffs' Service

Awards contemporaneously with filing this Motion for Final Approval of Class Action Settlement.

The Settlement Agreement contemplates an attorneys' fee request of not more than one-third of the Settlement Fund, or \$966,666.66, plus reimbursement of reasonable, out-of-pocket case expenses. *Id.* at ¶ 93.

#### **D. Results of the Settlement Administration and Notice Plan.**

##### **1. Direct Notice**

At the Court's direction via the Preliminary Approval Order, the Parties and the Settlement Administrator have been and continue to administer the Notice Plan. *See generally* Admin. Decl. With a 94% direct reach to the identifiable Settlement Class Members, the Notice Plan here was extraordinarily effective and constituted the best notice practicable under the circumstances. *Id.* at ¶ 15; Super. R. Civ. P. 23(c)(2).

Specifically, on September 9, 2025, the Settlement Administrator EAG received the Class List from the Defendant's Counsel in the form of an Excel file, containing to the extent available, name and mailing address for a total of 377,731 records. Admin. Decl. ¶ 5 After deduplicating the data, EAG determined that a total of 376,091 unique records exist in the class data. *Id.* Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). *Id.* at ¶ 8. In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. *Id.* In the initial mailing campaign, EAG executed Postcard Notice mailings to a total of 375,553 Settlement Class Members. *Id.* at ¶ 9. EAG also executed supplemental mailing for 53,799 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EAG was able to obtain an alternative mailing address through (1) forwarding addresses

provided by the USPS, or (2) skip trace searches using third-party vendor database. *Id.* As of December 5, 2025, the Notice Program reached a total of 353,487 (93.99%) of Settlement Class Members, which represents an excellent result and is consistent with this Notice Plan constituting the best notice practicable under the circumstances. *Id.* at ¶¶ 5, 15.

## **2. Supplemental Notice**

### Publication Notice

Pursuant to the Preliminary Approval Order, EAG caused the Publication Notice to be published in the Providence Journal. *Id.* at ¶ 10. The Publication Notice appeared in the October 10, 2025 edition. *Id.*

### Settlement Website

On October 9, 2025, EAG published the Settlement Website, [www.ORISettlement.com](http://www.ORISettlement.com). Visitors to the Settlement Website can download the Long Form Notice, the Claim Form, as well as Court Documents, such as the Class Action Complaint, Settlement Agreement, Orders of the Court, and other relevant documents. *Id.* at ¶ 11. Visitors to the Settlement Website are also able to submit claims electronically, submit address updates electronically, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. *Id.* As of December 5, 2025, the Settlement Website has received 73,197 page views from 24,480 unique visitors. *Id.*

### Dedicated Toll-Free Number

EAG established a toll-free telephone number, 1-844-871-6654 (“Toll-Free Number”), which is available twenty-four hours per day, seven days a week. Settlement Class Members can call and interact with an interactive voice response system (“IVR”) that provides important settlement information and offers the ability to leave a voice message to address specific questions

or requests. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program. *Id.* at ¶ 13.

*Email Support*

EAG established an Email address, [info@ORISettlement.com](mailto:info@ORISettlement.com), to provide an additional option for Settlement Class Members to address specific questions or requests to the Settlement Administrator for support. *Id.* at ¶ 14.

*In sum*, the Notices provided to the Settlement Class were clear and straightforward and were consistent with the guidance for class notice set forth by the Federal Judicial Center. *See* Federal Judicial Center, Illustrative Forms of Class Action Notices: Overview, <https://www.fjc.gov/content/301253/illustrative-forms-class-action-notices-introduction> (last visited June 11, 2025). The Notices provided accurate information in plain language about the nature of the Action and the Settlement Agreement, including the applicable deadlines to opt-out and object, instructions for submitting a Claim Form, and information about how to appear at the Fairness Hearing personally or through counsel. Admin. Decl. at ¶¶ 4, 7.

As a result, Settlement Class Members received the “best notice that is practicable under the circumstances,” Super. R. Civ. P. 23(c)(2), because they received notice that was “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).<sup>2</sup>

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<sup>2</sup> There is substantial similarity between Rhode Island Rule 23 and Federal Rule of Civil Procedure Rule 23. As the Rhode Island Supreme Court has noted, (“[W]here the Federal rule and our state rule are substantially similar, we will look to the Federal courts for guidance or interpretation of our own rule.” *Chhun v. Mortg. Elec. Registration Sys., Inc.*, 84 A.3d 419, 422 (R.I. 2014), quoting *Heal v. Heal*, 762 A.2d 463, 466–67 (R.I.2000)). Because of the limited Rhode Island case law on attorneys’ fees in class actions, Class Counsel relies in part upon comparable federal case law from

### **3. Exclusions and Opt-Outs**

To date, the Settlement Agreement has been met with an overwhelmingly positive response. The deadline for Settlement Class Members to request to be excluded from or object to the Settlement is December 29, 2025. To date, EAG has received only seven requests for exclusion from Settlement Class Members and one objection, which will be addressed later in this Memorandum. Admin. Decl. at ¶¶ 17-18.

### **4. Claims Activity**

The deadline for Settlement Class Members to submit a claim is January 13, 2026. As of December 5, 2025, EAG has received a total of 10,905 claim submissions, of which 10,873 claims have been determined to be non-duplicative and from Settlement Class Members. This number will only grow as the deadline gets closer. This amount currently represents a 3.1% claims rate, which is an excellent result and consistent with other similar settlements. Table 2 of the Admin. Decl. provides summary statistics of claim submissions received. *Id.* ¶ 16. EAG will continue to intake and analyze claims submitted through the Claim Form Deadline. *Id.*

## **ARGUMENT**

The Settlement Agreement is fair, adequate, and reasonable, particularly considering the substantial risks and uncertainties of further, protracted litigation of this matter. Super. R. Civ. P. 23(e)(2). Accordingly, Plaintiffs request that the Court grant their Motion for Final Approval and issue an order of judgment.

### **A. The Settlement Merits Final Approval.**

Courts may only approve class-action settlements that are “fair, reasonable, and adequate.” *Clifford v. Raimondo*, 184 A.3d 673, 691 (Super. Ct. R.I. 2018) (quoting Fed. R. Civ. P. 23(e)(2)).

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Rhode Island and the federal First Circuit.

“Settlement agreements enjoy great favor with the courts as a preferred alternative to costly, time-consuming litigation.” *Fid. & Guar. Ins. Co. v. Star Equip. Corp.*, 541 F.3d 1, 5 (1st Cir. 2008) (internal citation and quotations omitted); *In re Lupron Mktg. & Sales Pracs. Litig.*, 228 F.R.D. 75, 88 (D. Mass. 2005) (“[T]he law favors class action settlements.”). Federal Rule of Civil Procedure 23(e) provides that a proposed settlement in a class action must be approved by the court. Fed. R. Civ. P. 23(e). While there are a number of factors a trial justice may use to decide whether a settlement is reasonable, “the ultimate decision by the judge involves balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.” *Clifford*, 184 A.3d at 691. (quoting *National Association of Chain Drug Stores v. New England Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009)).

“The approval of a class-action settlement agreement is a ‘two-step process, which first requires the court to make a preliminary determination regarding the fairness, reasonableness, and adequacy of the settlement terms.’” *Meaden v. HarborOne Bank*, 2023 WL 3529762, at \*1 (D. Mass. May 18, 2023) (citation omitted). On August 27, 2025, the Court completed the initial step in the settlement approval process by issuing the Preliminary Approval Order. As set forth above, the Parties and Settlement Administrator have and are executing the Notice and Claims Administration Plan to Class Members. “The second step in the settlement approval process requires a fairness hearing, after which the court may give final approval of the proposed settlement agreement.” *Id.* (citation omitted). Plaintiffs now respectfully request that the Court take the final step in the process by granting final approval of the Settlement Agreement because it is fair, reasonable, and adequate.

In making a determination on the fairness, reasonableness, and adequacy of a settlement,

Rhode Island courts look to federal law and follow the nine factors outlined by the Second Circuit in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2nd Cir. 1974). *Id.* at 691–92. Those factors are:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

*Id.* at 692 (cleaned up); *Baptista v. Mutual of Omaha Ins. Co.*, 859 F. Supp. 2d 236, 241 (D.R.I. 2012). Significantly, a court need not find all the *Grinnell* factors satisfied to grant final approval of a settlement agreement. Rather, the court should conduct a holistic assessment of the settlement agreement whereby the court “balance[es] the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.” *Nat'l Ass'n of Chain Drug Stores v. New England Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009); *see also Bussie v. Allmerica Fin. Corp.*, 50 F.Supp.2d 59, 72 (D. Mass. 1999) (“This fairness determination is not based on a single inflexible litmus test but, instead, reflects its studied review of a wide variety of factors bearing on the central question of whether the settlement is reasonable in light of the uncertainty of litigation.”). Furthermore, “a settlement following sufficient discovery and genuine arm’s-length negotiation is presumed fair.” *Clifford*, 184 A.3d at 692 (quoting *In re Compact Disc Minimum Advertised Price Antitrust Litigation*, 216 F.R.D. 197, 207 (D. Me. 2003)).

A review of the relevant *Grinnell* factors here demonstrates that the Settlement Agreement is fair, reasonable, and adequate, and merits final approval.

## **1. The Complexity, Expense, Likely Duration of the Litigation, and Risks of Establishing Liability and Damages**

With respect to these factors, the Court should balance the benefits afforded to the Settlement Class, including the immediacy and certainty of recovery, against the continuing risks of litigation. *See Grinnell*, 495 F.2d at 463. Class Counsel weighed the risks of continued litigation of this Action against the immediacy and certainty of the significant recovery provided to Class Members via the Settlement Agreement. In recognition of this balance, the Court should approve the Settlement Agreement because the costs, complexity, and likely duration of this case strongly favor settlement. *See, e.g., Grant v. Capital Mgmt. Servs., L.P.*, 2014 WL 888665, at \*3 (S.D. Cal. Mar. 5, 2014) (discussing the advantage of taking “a bird in hand” as the court “compare[s] the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation”) (quoting *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004)). As courts across the country have frequently recognized, data breach class actions are inherently complex and “involve[ ] thorny issues regarding the emerging field of data breach litigation.” *Holden v. Guardian Analytics, Inc.*, No. 2:23-CV- 2115, 2024 WL 2845392, at \*5 (D.N.J. June 5, 2024); *see also Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at \*8 (E.D. Pa. Sept. 24, 2019) (recognizing data breach litigation as complex, risky, and uncertain).

The Parties can and do expect that discovery costs associated with further litigation of this complex data breach and privacy Action would be substantial and also weigh in favor of final approval of the Settlement Agreement. *See Carter v. Vivendi Ticketing US LLC*, 2023 WL 8153712, at \*5 (C.D. Cal. Oct. 30, 2023) (explaining that final approval of a data breach action was appropriate where “[s]ubstantial discovery, including document discovery and depositions, would be required” and “[e]xcessive and expensive expert analysis [that also] would be needed.”).

While Plaintiffs are confident in the strength of their claims, that the Court would certify a Class, and that the likelihood of success at trial is substantial, Defendant is also confident in their defenses and arguments opposing class certification and at trial. *See, e.g., In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389 (D. Mass. 2007) (denying class certification because necessity of individualized inquiries regarding causation, comparative negligence, and damages precluded a finding of predominance). Both Parties understand and acknowledge the risks associated with their respective positions at class certification, summary judgment and at trial. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at \*10 (N.D. Ga. Mar. 17, 2020), *aff'd in part, rev'd in part and remanded*, 999 F.3d 1247 (11th Cir. 2021) ("The likelihood of success at trial is uncertain at best."); *see also In re Sonic Corp. Customer Data Breach Litig.*, 2020 WL 6701992, at \*7 (N.D. Ohio Nov. 11, 2020) (noting that "juries are always unpredictable"). Prosecuting this Action through a potential trial and appeal would be lengthy, complex, and impose significant costs on both Parties and the Court. Through continued litigation of this Action, Settlement Class Members face increased risk, expense, and delay, holding up any potential recovery for Settlement Class Members for several more years. *See Holden*, 2024 WL 2845392, at \*5 ("Although Plaintiffs believe they would ultimately prevail, litigation of this matter through trial would be complex, costly, and time-consuming. The Settlement eliminates the costs and risks associated with further litigation. The Settlement Class would also receive prompt compensation.").

In addition, had the litigation continued, proving damages and liability would have likely required significant expert testimony and analysis. *See Carter*, 2023 WL 8153712, at \*5 (recognizing at final approval that had data breach case proceeded, "[e]xtensive and expensive expert analysis would be needed."). Although Plaintiffs believe that expert testimony at trial would

provide sufficient evidence sufficient to prove the value of their damages in this case, in an inevitable “battle of experts,” a jury may disagree with Plaintiffs experts. *See In re Tyco Int'l, Ltd. Multidistrict Litig.*, 535 F. Supp. 2d 249, 260–61 (D.N.H. 2007) (“[E]ven if the jury agreed to impose liability, the trial would likely involve a confusing “battle of the experts” over damages. If, faced with conflicting expert testimony, the jury chose to embrace the most conservative estimate of damages, then the ultimate award might turn out to be less than the proposed settlement.”).

In contrast, the Settlement Agreement provides Settlement Class Members with tangible, substantial, bird in hand relief that fairly, reasonably, and adequately addresses the harms caused by the Data Incident, without the risk and delay inherent in litigating this Action through trial and appeal. Thus, this factor weighs in favor of final approval of the Settlement Agreement.

## **2. The Reaction of the Settlement Class to the Settlement**

As of date, there have been only seven requests for exclusion and one objection (which will be addressed later in the Memorandum). In contrast to the over 10,000 Class Members who (by submitting claim forms) have already affirmatively voted “yes” to this Settlement Agreement (Admin. Decl. ¶ 16), this factor weighs strongly in favor of granting final approval. *See In re Tyco*, 535 F. Supp. 2d at 261 (noting that “only a small number” of class members had raised objections and that their objections were “without merit”); *accord Bussie v. Allmerica Fin. Corp.*, 50 F. Supp. 2d 59, 77 (D. Mass. 1999), enforcement granted, No. CIV.A. 97-40204-NMG, 2006 WL 8201933 (D. Mass. Sept. 19, 2006) (“[The low] number of requests for exclusion from the settlement, as well as the number and substance of objections filed ... constitutes strong evidence of fairness of proposed settlement and supports judicial approval.”).

### **3. The Stage of Proceedings and the Amount of Discovery**

The fact that the Parties have engaged in meaningful informal discovery and thoroughly briefed and discussed various issues prior to and during mediation weighs in favor of the proposed settlement. In consideration of this factor, the relevant inquiry for the court is whether “sufficient discovery” was conducted “to make an intelligent judgment about settlement,” not whether discovery was completed. *Hochstadt v. Bos. Sci. Corp.*, 708 F. Supp. 2d 95, 107 (D. Mass. 2010). While extensive discovery is not required, the parties must have conducted “a sufficient factual investigation . . . to afford the Court the opportunity to ‘intelligently make . . . an appraisal’ of the Settlement.” *Diaz v. FCI Lender Servs., Inc.*, 2020 WL 4570460, at \*4 (S.D.N.Y. Aug. 7, 2020) (citation omitted).

Here, the Parties engaged in significant and lengthy discussions surrounding the facts and legal issues in this case, including with a neutral mediator. *See* Agreement ¶ 108. Plaintiffs also submitted informal discovery requests, received and reviewed detailed interrogatory responses from Defendant. *Id.* The Parties briefed disputed issues in this case in their statements and memorandums to the mediator. *Id.* This work, combined with Class Counsel’s pre-suit investigation, provided Class Counsel with sufficient knowledge to understand the strengths and weaknesses of Plaintiffs’ claims and to fully evaluate the risks and uncertainties of continued litigation, and the reasonableness of the Settlement Agreement. *Id.*

Because the informal discovery and factual investigation more than sufficiently informed the Parties assessment of the reasonableness of the Settlement Agreement, this factor also counsels in favor of final approval. *See, e.g., Holden*, 2024 WL 2845392, at \*5 (recognizing in a data breach case that the parties adequately appreciated the merits of the case and settlement absent formal discovery because of their factual investigation and informal discovery as part of the mediation

process).

#### **4. The Risks of Maintaining the Class Through Trial**

This factor weighs in favor of final approval of a settlement agreement where “it is likely that defendants would oppose class certification if the case were to be litigated.” *In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 694 (S.D.N.Y. 2019). Here, there is no doubt that, had litigation proceeded, Defendant would have challenged class certification. Assuming the Court certified the class over Defendant’s objection, Defendant could have filed an interlocutory appeal with the First Circuit pursuant to Rule 23(f). *See Roberts v. TJX Cos., Inc.*, No. 13-cv-13142-ADB, 2016 U.S. Dist. LEXIS 136987, 2016 WL 8677312, at \*5 n.7 (D. Mass. Sept. 30, 2016). Given the attendant risks, this factor also weighs in favor of final approval of the Settlement Agreement.

#### **5. The Ability of the Defendant to Withstand a Greater Judgment**

Generally speaking, courts have concluded that this factor is not dispositive on whether the settlement is within the range of reasonableness. *See, e.g., D’Amato v. Deutsche Bank*, 236 F.3d 78, 86 (2d Cir. 2001); *see also In re Sturm, Ruger, & Co., Inc. Sec. Litig.*, 2012 WL 3589610, at \*7 (D. Conn. Aug. 20, 2012) (explaining that a defendant is “not required to empty its coffers before a settlement can be found adequate.”). The purpose of settlement is not to bankrupt a defendant or impose debilitating economic hardship.

Here, we do not know if Defendant may have been able to empty their coffers and pay a greater judgment. However, the Settlement Agreement nevertheless represents an extraordinary result for the Class—a \$2,900,000 Settlement Fund—compared to the risks and expenses attendant to continued litigation of this Action. As a result, the Court should find that this factor weighs in favor of approval, or, alternatively, “assign ‘relatively little weight’ to this factor.” *Morris v. Affinity Health Plan, Inc.*, 859 F. Supp. 2d 611, 620–21 (S.D.N.Y. 2012).

## **6. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and the Attendant Risks of Litigation**

In consideration of these two factors, the issue before the Court is not whether the Settlement Agreement represents the best conceivable recovery, but an informed analysis of how the Settlement Agreement relates to the particular strengths and weaknesses of the Action. *Grinnell*, 495 F.2d at 462. This requires the Court to consider and weigh the nature of Plaintiffs' claims, Defendant's possible defenses, and the exercise of counsel's judgment in determining whether the proposed settlement is reasonable. *Id.* Thus, the focus of the Court's analysis is whether the Settlement Agreement "represents a reasonable [settlement] in light of the many uncertainties the class faces." *Hall v. ProSource Techs., LLC*, 2016 WL 1555128, at \*8 (E.D.N.Y. Apr. 11, 2016).

The Settlement Agreement establishes a \$2,900,000 non-reversionary Settlement Fund for 376,091 Settlement Class (\$7.71 per member) and represents a fair, adequate, and reasonable result. The Settlement Agreement also secures substantial injunctive relief in the form of remedial measures implemented by Defendant as a result of this Action, the consideration of which increases the total value of the Settlement beyond \$2,900,000.

As discussed above, Plaintiffs faced numerous uncertainties in litigating this case through trial and appeal, in comparison to the substantial and immediate relief the Settlement Agreement provides Settlement Class Members. The relief negotiated by the Parties here far exceeds that of the vast majority of data breach settlements that have received final approval. *See, e.g., In re Lincare Holdings Inc. Data Breach Litig.*, 2024 WL 3104286, at \*3 (M.D. Fla. June 24, 2024) (granting final approval to a \$7.5 million settlement fund that would benefit approximately 2.9 million class members); *In re Google Plus Profile Litig.*, 2021 WL 242887, at \*1 (N.D. Cal. Jan.

25, 2021) (granting final approval of settlement fund of \$7.5 million for 161 million Google+ users whose personal information was exposed); *Perkins v. LinkedIn Corp.*, 2016 WL 613255, at \*2, 9 (N.D. Cal. Feb. 16, 2016) (granting final approval of \$13 million settlement for class of approximately 20.8 million); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 582 (N.D. Cal. 2015) (granting final approval of settlement fund of \$1.25 million for approximately 6.4 million LinkedIn users); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 0:14-md-02522-PAM (D. Minn. 2015) (securing \$0.15 per class member).

Given the risks of continued litigation compared to the Settlement Agreement's substantial and immediate benefits for Settlement Class Members, these factors also favor final approval.

**B. The Allocation Method of the Proposed Settlement Agreement is Fair, Reasonable, and Adequate**

A plan for allocating settlement proceeds, like the settlement itself, should be approved if it is fair, adequate, and reasonable. *See In re Synchrony Fin. Secs. Litig.*, No. 3:18-cv-1818-VAB, 2023 U.S. Dist. LEXIS 135680 (D. Ct. 2023). “A plan of allocation is fair and reasonable as long as it has a ‘reasonable, rational basis.’” *New England Biolabs v. Miller*, 2022 WL 20583575, at \*4 (D. Mass. Oct. 26, 2022). “A reasonable plan of allocation need not necessarily treat all class members equally but may allocate funds based on the extent of class members’ injuries and consider the relative strength and values of different categories of claims.” *Hill v. State Street Corp.*, 2015 WL 127728, at \*11 (D. Mass. Jan. 8, 2015) (internal citations and quotations omitted). “In determining whether a plan of allocation is fair and reasonable, courts give great weight to the opinion of experienced counsel.” *Id.*

Here, the proposed settlement benefits provide all Settlement Class Members with the same equal opportunity to file claims for (1) reimbursement of Documented Monetary Losses up to \$5,000.00, or alternatively, a one-time, *pro-rata* cash payment, estimated to be about \$100.00; and

(2) two years of CyEx Medical Shield Complete credit monitoring services. *See Agreement ¶ 62.*

The settlement benefits plan was designed to provide equal treatment to those who did not incur out-of-pocket losses while allowing for individualized compensation to Settlement Class Members who incurred expenses as a result of the Data Breach. *Id.* Indeed, the proposed Settlement Benefits are similar to other court-approved allocation plans in other data breach cases. *See, e.g., Barletti v. Connexin Software, Inc.*, 2024 WL 1096531, at \*6 (E.D. Pa. Mar. 13, 2024) (granting final approval of data breach settlement that provided class members the ability to file a claim for credit monitoring services, out-of-pocket losses, or an alternative cash payment); and *In re Capital One Consumer Data Security Breach Litig.*, 2022 WL 18107626, at \*12 (E.D. Va. Sept. 13, 2022) (approving proposed allocation plan). Thus, the proposed Settlement plan is fair, reasonable, and adequate.

### **C. Certification of the Settlement Class is Appropriate**

Under the terms of the Settlement Agreement, the Parties have agreed, for the purposes of the Settlement only, to the certification of the following Settlement Class:

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.

Agreement ¶ 52. In the Court's Preliminary Approval Order, the Court preliminarily certified the above Settlement Class. None of the facts, law, or circumstances underpinning the Court's decision have since changed. As a result, Plaintiffs respectfully request that the Court finally certify the Settlement Class for Settlement purposes only.

#### **D. The One Objection Filed is Without Merit.**

On October 18, 2025, Mr. Howard Schulman mailed his objection to Class Counsel. *See* Objection of Howard Schulman (“Schulman Objection”), attached hereto as **Exhibit 2.**<sup>3</sup> Mr. Schulman’s objection is to Plaintiffs’ requested amount for attorneys’ fees and ostensibly the fact that Settlement Class Members will receive what he perceives as minimal relief.

I object to the ridiculous \$1 million lawyers fees. There is only a fixed amount of money in healthcare and wasting all this money on giving out relatively small amounts to a huge number of people just to justify the lawyer bringing the change and justifying their fees is not good.”).

*Id.* Mr. Schulman, however, fails to support this objection with substantive argument or acknowledge that the Settlement provides substantial relief to the Class, including cash, credit monitoring, and improved future cyber security. Indeed, Mr. Schulman acknowledges that improved cyber security provides a benefit to the public. *Id.* (“If the money went to improve cybersecurity, I would not object.”). Given that there has been only one objection submitted out of the approximately 377,000 putative class members, and that objection raises only generalized concerns without analyzing the totality of the Settlement, the objection should be found to lack merit. *See, e.g., In re Tyco Int’l*, 35 F. Supp. 2d at 269 (where only “a tiny percentage of the class [] objected” and the “eleven objections were almost all based on more generalized concerns about the magnitude of the fees,” court found objections to “lack merit”); *see also Nash v. CVS Caremark Corp.*, No. 1:09-CV-00522, 2012 WL 13186977, at \*3 (D.R.I. Apr. 9, 2012) (“Given the size of this Settlement, and the notice procedure utilized, this Court finds the fact of a single letter objection to be indicative of the fairness, reasonableness and adequacy of the Settlement....”).

#### **CONCLUSION**

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<sup>3</sup> Mr. Schulman also noted that he is unrepresented by counsel and will not appear at the fairness hearing. *Id.*

Plaintiffs respectfully request that the Court grant their Motion for Final Approval and enter an order of judgment.

Dated: December 12, 2025

Respectfully submitted,

*/s/ Kenneth Grunfeld*

Kenneth Grunfeld

**KOPELOWITZ OSTROW, P.C.**

One West Las Olas Blvd. - Suite 500  
Fort Lauderdale, FL 33301  
grunfeld@kolawyers.com

*Class Counsel*

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| Andrew J. Shamis<br><b>SHAMIS &amp; GENTILE, P.A.</b><br>14 NE 1 <sup>st</sup> Avenue, Suite 705<br>Miami, Florida 33132<br>Tel: (305) 479-2299<br>ashamis@shamisgentile.com | Nickolas J. Hagman<br><b>CAFFERTY CLOBES</b><br><b>MERIWETHER &amp; SPRENGEL LLP</b><br>135 South LaSalle Street, Suite 3210<br>Chicago, IL 60603<br>nhagman@caffertyclobes.com |
| Vincent L Greene<br><b>MOTLEY RICE LLC</b><br>40 Westminster St., 5th Floor<br>Providence, RI 02903<br>Tel: (401)-457-7730<br>Fax: (401)-457-7708<br>vgreene@motleyrice.com  | Chris Hultquist<br><b>HULTQUIST LAW, P.C.</b><br>The Hanley Building<br>56 Pine St UNIT 200<br>Providence, RI 02903<br>Phone: (401) 383-6650<br>hultquistlaw@gmail.com          |
| William B. Federman<br><b>FEDERMAN &amp; SHERWOOD</b><br>10205 N. Pennsylvania Ave.<br>Oklahoma City, OK 73120<br>wbf@federmanlaw.com  | Raina Borelli<br><b>STRAUSS BORRELLI PLLC</b><br>980 N. Michigan Avenue, Suite 1610<br>Chicago, Illinois 60611<br>(872) 263-1100<br>raina@turkestrauss.com                      |
| Danielle L. Perry<br><b>MASON LLP</b><br>5335 Wisconsin Avenue, NW, Suite 640<br>Washington, DC 20015<br>Tel: (202) 429-2290<br>dperry@masonllp.com                          | Peter Wasylyk<br><b>WASYLYK LAW</b><br>(401) 831-7730<br>pnwlaw@aol.com   |
| Kensley R. Barrett   |   |

|   |  |
|---|--|
| <p><b>LAW OFFICES OF KENSLEY R.<br/>BARRETT</b><br/>Cranston Office<br/>1000 Chapel View Blvd, Suite 260<br/>Cranston, RI 02920<br/>401-425-4059<br/>ken@krbarrettlaw.com</p> |  |
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*Counsel for Plaintiffs*

**CERTIFICATION**

I hereby certify that on this 12th day of December, 2025, I caused a true copy of the within document to be filed via the Rhode Island Judiciary's Electronic Filing System where it is available for viewing and or downloading.

/s/ Susan E. Hargreaves

**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

**DECLARATION OF ELENA MACFARLAND REGARDING THE STATUS OF  
NOTICE AND SETTLEMENT ADMINISTRATION**

I, Elena MacFarland, hereby declare and state as follows:

1. I am a Project Manager for the Court-appointed Settlement Administrator<sup>1</sup>, EAG Gulf Coast, LLC (“EisnerAmper” or “EAG”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. As the Project Manager, I am personally familiar with the facts set forth in this Declaration.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge as well as the information provided by other experienced employees working under my supervision.

**BACKGROUND**

3. ***Preliminary Approval.*** On August 27, 2025, this Court entered its order preliminarily approving the Settlement Agreement and appointing EAG as the Settlement Administrator. Preliminary Approval Order, ¶¶5-9. After the Court’s preliminary approval of the Settlement, EAG began to implement and coordinate the Notice Program.

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

4. The Settlement Agreement involves a multi-faceted Notice Plan, which was specifically designed to provide Class Members a user-friendly Claims process, which has been, and is being, implemented by the Settlement Administrator.

5. ***Purpose of this Declaration.*** I submit this Declaration to evidence and establish EAG's compliance with the terms of the Preliminary Approval Order and detail EAG's execution of its role as the Settlement Administrator.

### **NOTICE PROGRAM EXECUTION**

6. ***Notice Database.*** EAG maintains a database of 376,091 Settlement Class Members which was used to effectuate the notice campaign outlined in the Settlement Agreement. On September 9, 2025, EAG received the Class List from the Defendant's Counsel in the form of an Excel file, containing to the extent available, name and mailing address for a total of 377,731 records. After deduplicating the data, EAG determined that a total of 376,091 unique records exist in the class data.

7. ***Mail Notice.*** EAG coordinated and caused the Postcard Notice to be mailed via First Class Mail to Settlement Class Members for whom a mailing address was available from the class data. The Postcard Notice included (a) a "tear-off" Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) a QR code directly linked to the Settlement Website and claim form, (d) rights and options as a Settlement Class Member and the dates by which to act on those options, and (e) the date of the Final Approval Hearing. The Notice mailing commenced on October 10, 2025, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

8. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses.

9. ***Mailed Notice Delivery.*** In the initial mailing campaign, EAG executed Postcard Notice mailings to a total of 375,553 Settlement Class Members. EAG also executed supplemental mailing for 53,799 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EAG was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, or (2) skip trace searches using third-party vendor database. Notice delivery statistics are detailed in paragraph 15 below.

10. ***Publication Notice.*** Pursuant to the Preliminary Approval Order, EAG caused the Publication Notice to be published in the Providence Journal. The Publication Notice appeared in the October 10, 2025 edition. A copy of the Publication Notice is attached hereto as **Exhibit B**.

11. ***Settlement Website.*** On October 9, 2025, EAG published the Settlement Website, [www.ORISettlement.com](http://www.ORISettlement.com). Visitors to the Settlement Website can download the Long Form Notice, the Claim Form, as well as Court Documents, such as the Class Action Complaint, Settlement Agreement, Orders of the Court, and other relevant documents. A true and correct copy of the Long Form Notice is attached hereto as **Exhibit C**, with a copy of the Claim Form as **Exhibit D**. Visitors to the Settlement Website are also able to submit claims electronically, submit address updates electronically, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of December 10, 2025, the Settlement Website has received 73,197 page views from 24,480 unique visitors.

12. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box (“P.O. Box”) for the Settlement Program:

ORI Data Incident Settlement Administrator  
P.O. Box 3654  
Baton Rouge, LA 70821

This P.O. Box serves as a location for USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit claims, exclusion requests, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement website. EAG monitors the P.O. Box daily and uses a dedicated mail

intake team to process each item received.

13. ***Dedicated Toll-Free Number.*** EAG established a toll-free telephone number, 1-844-871-6654 (“Toll-Free Number”), which is available twenty-four hours per day, seven days a week. Settlement Class Members can call and interact with an interactive voice response system (“IVR”) that provides important settlement information and offers the ability to leave a voice message to address specific questions or requests. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

14. ***Email Support.*** EAG established an Email address, [info@ORISettlement.com](mailto:info@ORISettlement.com), to provide an additional option for Settlement Class Members to address specific questions or requests to the Settlement Administrator for support.

### **NOTICE PROGRAM REACH**

15. ***Notice Reach Results.*** Through the Notice procedures outlined above, EAG attempted to send direct notice to 375,553 Settlement Class Members. As of December 10, 2025, the Notice Program reached a total of 353,487 (93.99%) of Settlement Class Members. Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

| <b>Table 1: Notice Dissemination Statistics (as of December 10, 2025)</b> |                                |                                    |
|---|--------------------------------|------------------------------------|
| <b>Description</b>  | <b>Volume of Class Members</b> | <b>Percentage of Class Members</b> |
| Class Members   | 376,091                        | 100.0%                             |
| <b>Initial Notice Mailing</b>   |                                |                                    |
| (+) Total Notices Mailed  | 375,553                        | 99.86%                             |
| (-) Total Notices Returned as Undeliverable                               | 75,019                         | 19.95%                             |
| <b>Supplemental Notice Mailing</b>  |                                |                                    |
| (+) Total Notices Re-Mailed   | 53,799                         | 14.30%                             |
| (-) Total Re-Mailed Notices Returned as Undeliverable                     | 846                            | 0.22%                              |
| <b>Direct Notice Program Reach</b>  |                                |                                    |
| <b>(=) Received Direct Notice</b>   | <b>353,487</b>                 | <b>93.99%</b>                      |

## **CLAIM ACTIVITY**

16. ***Claim Intake and Processing.*** Settlement Class Members can submit claims online by visiting the Settlement Website or by mailing a Claim Form to the Settlement Administrator. The online claim submission feature became available on the Settlement Website beginning October 9, 2025. As of December 5, 2025, EAG has received a total of 10,905 claim submissions, of which 10,873 claims have been determined to be non-duplicative and from Settlement Class Members. Table 2 below provides summary statistics of claim submissions received. Table 3 below provides a summary of approved claims by category as of December 5, 2025<sup>2</sup>. The deadline for Settlement Class Members to submit a claim is January 13, 2026. EAG will continue to intake and analyze claims submitted through the Claim Form Deadline.

| <b>Table 2: Claims Statistics</b>       |                   |
|---|-------------------|
| <b>Description</b>                      | <b>Volume (#)</b> |
| <b>Total Claims Received</b>            | <b>10,905</b>     |
| (-) Duplicate Claims Identified         | 27                |
| (-) Invalid Claims – Not a Class Member | 5                 |
| <b>(=) Net Claims Received</b>          | <b>10,873</b>     |

| <b>Table 3: Approved Claims Summary</b> |                   |
|---|-------------------|
| <b>Claim Category</b>                   | <b>Volume (#)</b> |
| Number of Medical Monitoring Claims     | 3,963             |
| Number of Pro Rata Cash Payment Claims  | 10,266            |

## **EXCLUSIONS AND OBJECTIONS**

17. ***Exclusions (Opt-Outs) Received.*** The deadline for Settlement Class Members to request to be excluded from the Settlement is December 29, 2025. To date, EAG has received seven (7) requests for exclusion from Settlement Class Members, which have been provided to

---

<sup>2</sup> The number of claims approved to date is not final and will change as claims are submitted through the Claim Form Deadline of January 13, 2026.

the Parties in this Action. A list of individuals who have requested exclusion from the Settlement is attached hereto as **Exhibit E**.

18. ***Settlement Objections.*** The Settlement Agreement directs that objections be filed with the Court, and sent by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. The deadline for Settlement Class Members to file an objection is December 29, 2025. To date, EAG has not received an objection while Class Counsel informed EAG that one (1) objection had been received as of December 10, 2025.

#### **NOTICE AND ADMINISTRATION EXPENSES**

19. As of December 10, 2025, EAG has incurred \$264,199.98 in fees and costs administering the Notice Program of which \$181,705.22 is for postage. I anticipate that EAG will incur an additional \$51,461.30 in fees and costs through the conclusion of this matter, for a total cost of \$315,661.28.

#### **CERTIFICATION**

I, Elena MacFarland, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 10<sup>th</sup> day of December, 2025, in Baton Rouge, Louisiana.



Elena MacFarland

# **Exhibit A**

**ORI Data Incident Settlement Administrator**  
P.O. Box 3654  
Baton Rouge, LA 70821

PRESORTED  
FIRST CLASS  
U.S. POSTAGE  
**PAID**  
FPI



Scan here to  
submit a claim.

**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.

[www.ORISettlement.com](http://www.ORISettlement.com)  
1-844-871-6654

**ELECTRONIC SERVICE REQUESTED**

SETTLEMENT CLAIM ID: [claim Id]  
[FIRST NAME] [LAST NAME]  
[ADDRESS1]  
[ADDRESS2]  
[CITY] [STATE] [ZIP]

Postal Service: Do Not Mark or Cover Barcode

UX60

*Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc.*, Case No. KC-2024-1172

**Claim Form — Claim ID: [claim Id]**

Claims must be postmarked or submitted online no later than January 13, 2026.

Contact Information (Please fill in completely.)

Full 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 (mm/dd/yyyy): \_\_\_\_\_

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 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 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 [www.ORISettlement.com](http://www.ORISettlement.com) and mail it to the Settlement Administrator, or you may call 1-844-871-6654 and ask that a Claim Form be mailed to you. The deadline to submit a claim is **January 13, 2026**.

**Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 29, 2025**. If you want to remain part of the Settlement, you may nevertheless object to it by **December 29, 2025**. The Long Form Notice is available to explain how to exclude yourself or object. Please visit the website at [www.ORISettlement.com](http://www.ORISettlement.com) or call the toll-free number 1-844-871-6654 for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on January 28, 2026 at 9:30 a.m. ET 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 [www.ORISettlement.com](http://www.ORISettlement.com) or by calling toll free 1-844-871-6654.

**[www.ORISettlement.com](http://www.ORISettlement.com)**

**1-844-871-6654**



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UNITED STATES

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ORI DATA INCIDENT SETTLEMENT ADMINISTRATOR  
PO BOX 3654  
BATON ROUGE LA 70821-9897



# **Exhibit B**

# Israel

Continued from Page 1A

civilians, and took 251 people hostage.

Israel's response to the attack has drawn increasing criticism worldwide, including a United Nations report issued in September that concluded Israel committed genocide in Gaza. Israel's military campaign in response has killed more than 66,000 Palestinians in Gaza, according to the Hamas-run health ministry.

Al-Ansari wrote on X that details of the deal would be announced at a later date.

The first phase of Trump's plan called for the release of Israeli hostages within 72 hours of an agreement being reached in exchange for Palestinians jailed in Israel.

Once every hostage has been released, Trump's plan said Hamas members who agree to give up their weapons would receive amnesty. It also called for the immediate restoration of humanitarian aid to Gaza.

Hostages are likely to begin to be released on Oct. 13, although they could be returned sooner, a senior White House official said. Trump said he expected their release to come on Oct. 13 or 14.

Of the 48 remaining hostages in Gaza, 20 are believed to be alive.

The United States knows where most of the living hostages are, Trump said at an Oct. 9 Cabinet meeting.



Secretary of State Marco Rubio updates President Donald Trump on the Gaza Strip ceasefire proposal on Oct. 8 at the White House. EVELYN HOCKSTEIN/REUTERS

"The bodies are a bigger problem, because some of the bodies are going to be a little bit hard to find," the president said of the roughly 28 who are assumed to be dead.

Trump did not spell out what the next phase of the Middle East deal would look like. But he indicated it would follow the 20-point plan he released at the end of September. "There will be disarming, there will be pullbacks, there will be a lot of things that are happening," Trump said. "I think you could end up with peace in the Middle East."

He also said the United States would be working with "immensely wealthy countries" to rebuild Gaza. He declined to take a stance on an independent Palestinian state, telling journalists during his Cabinet meeting, "I don't have a view, I'm going to go with what they agree to."

The deal appears to be a step toward ending the brutal conflict. However, a previous ceasefire during negotiations to end

the conflict fell apart in March.

Israel airstrikes into the battered enclave on March 18 ended a truce that had begun in January.

Al Jazeera reported that Israel continued military operations after the Oct. 8 announcement. Israeli fighter jets have bombed western areas of the capital Gaza City, striking at least one house in al-Shati camp and an armored vehicle laden with explosives near homes south of Gaza City, according to the outlet. No casualties have been reported.

The Israel military's Arabic language spokesperson, Avichay Adraee, warned Gaza residents in an X post that "the area north of the Gaza Valley is still considered a dangerous combat zone" shortly after 5 a.m. in Jerusalem on Oct. 9.

Israeli Prime Minister Benjamin Netanyahu said on X that he would convene the government to approve the deal Oct. 9, calling it "a great day for Israel."

The Israeli military said in a statement to the Jerusalem Post that it welcomed the agreement but remained ready for "any scenario."

"During a situation assessment held last night, the Chief of Staff instructed all forces on all fronts to prepare strong defensive measures," the military said in the statement.

Families and supporters in Tel Aviv's Hostages Square celebrated news of Hamas' acceptance of Trump's deal. Dozens of people and TV cameras flooded the square at 4 a.m. local time.

Among those in the crowd were former hostages Emily Damari and Omer Shem Tov.

"You feel happiness and pressure, because until you have reached your mother and hugged her, it hasn't happened," Shem Tov told I24 News.

Hamas has appeared willing to hand over governance of Gaza to a co-

alition of Palestinian technocrats as part of the plan. It has been less willing to completely disarm and commit to playing no future role in the governance of Gaza.

In a statement, the group thanked Trump for his efforts to end the war and bring about a full withdrawal of Israeli troops from Gaza.

"We affirm that the sacrifices of our people will not be in vain, and that we will remain faithful to our pledge and will not abandon our people's national rights: to achieve freedom, independence, and self-determination," a statement posted to Telegram said, according to Reuters.

Israeli news outlet Walla reported that four prisoners demanded by Hamas – Marwan Barghouti, Ahmed Sa'adat, Hassan Salameh and Abbas al-Sayed – will not be released as part of the

deal.

United Nations Secretary-General Antonio Guterres said in a statement on X that he welcomed the deal and commended the diplomatic efforts of the United States, Qatar, Egypt and Turkey.

He pledged that the U.N. would support the implementation of the deal and ramp up humanitarian aid. "The stakes have never been higher," Guterres wrote.

House Speaker Mike Johnson, R-Louisiana, credited Trump with the peace deal.

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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.

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**Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by December 29, 2025. If you want to remain part of the Settlement, you may nevertheless object to it by December 29, 2025. The Long Form Notice is available to explain how to exclude yourself or object. Please visit the website at [www.ORISettlement.com](http://www.ORISettlement.com) or call the toll-free number 1-844-871-6654 for a copy of the more detailed notice.

The Court will hold a Final Approval Hearing on **January 28, 2026 at 9:30 a.m. ET** to determine whether to approve the Settlement. Class Counsel's request for attorneys' fees up to 33.3% 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 [www.ORISettlement.com](http://www.ORISettlement.com) or by calling toll free 1-844-871-6654.

[www.ORISettlement.com](http://www.ORISettlement.com)

1-844-871-6654

CITY OF PROVIDENCE

RHODE ISLAND

PUBLIC HEARING

BEFORE THE COMMITTEE ON FINANCE

Notice is hereby given that a Public Hearing is scheduled to be held by the City Council Committee on Finance on **TUESDAY, OCTOBER 21, 2025 AT 5:30 O'CLOCK P.M., IN THE CITY COUNCIL CHAMBER, THIRD FLOOR, CITY HALL**.

The Public Hearing will be concerned with the following proposed Ordinance before the City Council, which is on file in the Department of the City Clerk, City Hall and available for inspection:

1. **An Ordinance of the City of Providence Approving the Financing of the "Mile of History Project" by the Issuance of Appropriation obligations therefor in an Amount Not to Exceed \$6,200,000.00.**

The City of Providence is committed to providing individuals with disabilities an equal opportunity to participate and benefit from the City's programs, activities and services. If you have a disability and require accommodations in order to fully participate in this activity, contact Leonela Felix, Esq., Assistant City Solicitor at 401-680-5333 or [L.Felix@ProvidenceRI.gov](mailto:L.Felix@ProvidenceRI.gov). Providing at least 72 hours' notice will help to ensure availability.

All persons or agencies interested in the above Ordinance will have an opportunity to be heard and/or to submit communication in writing. Copies of the proposed Ordinance and information thereon may be obtained prior to the Hearing at the City Clerk's Office, Providence, City Hall, 25 Dorrance Street, Providence, Rhode Island, 02903 between the hours of 8:30 o'clock A.M. and 4:00 o'clock P.M. on regular business days and on the Providence Open Meetings Portal.

**All testimony must be submitted by no later than 3:00 o'clock P.M. on Monday, October 20, 2025 at [cityclerk@providenci.gov](mailto:cityclerk@providenci.gov).**

PER ORDER THE COMMITTEE ON FINANCE

Councilwoman Jo-Ann Ryan, Chairwoman

Councilman James E. Taylor, Vice-Chairman

Councilor Sue R. AnderBois

Councilwoman Althea A. Graves

Councilor Miguel A. Sanchez

Donna M. Peligian

First Deputy City Clerk

# Betting

Continued from Page 1A

The investigation comes after the Lottery, working with a state police gambling unit since February, wrote cease-and-desist letters to six gambling companies in June.

"Based on the information collected by the [State Police Gambling Enforcement Unit], several companies were identified as engaging in the business of operating unauthorized and unlicensed casino gaming products in the state," state Revenue Director Thomas Verdi wrote. "These identified gambling companies continue to operate in this jurisdiction, offering and allowing gambling activity to players in Rhode Island despite the cease-and-desist notices."

## Which online gambling companies were targeted?

The companies that received the letters were:

- BetUS
- BetOnline
- MyBookie
- WildCasino
- YouWager
- Bovada

The companies all offer traditional online sports betting, but none are part of a growing industry of prediction markets that officials in other states are trying to stop.

Prediction markets combine elements of betting and investing under the regulatory umbrella of financial platforms and have seen a rapid upturn in their fortunes under President Donald Trump's administration.

Prediction markets began, and are probably still best known for, political oddsmaking.

## What gambling is legal in Rhode Island?

The Rhode Island Constitution says that the only "lotteries" allowed are those "operated" by the state, words that have allowed the government to tightly control gambling and channel profits into the state budget.

This year's Rhode Island budget relies on \$433 million in various forms of gambling revenue, up from \$431 million in the year that ended June 30.

Sports betting contributes around \$20 million per year to the budget, but that business has slipped a little in recent years – despite the surge in gambling nationwide – due to competition from neighboring states.

Rhode Island currently allows only one official sports betting app, managed by International Game Technology, under a contract that gives the state more than half of all revenue and expires in November 2026.

As plans to open up the market to other gambling companies are debated at the Rhode Island State House, lawmakers approved an expansion into online mobile casino table games run by Bally's.

But if any company can offer online betting in Rhode Island without a contract and revenue sharing, interest from sportsbook companies could dry up.

On Tuesday, Oct. 7, the company that owns the New York Stock Exchange invested \$2 billion in Polymarket, a crypto-based prediction market.

Over the summer, sports betting site FanDuel announced it would allow betting on stocks, while stock trading site Robinhood announced it would offer football markets.

## Can you bet on Rhode Island elections?

Yes, even if it isn't necessarily legal.

Kalshi is one of the few places you can bet on the Rhode Island Democratic primary for governor this early in the cycle. Gov. Dan McKee currently leads Helena Foulkes, 51% to 49%, but there have been dramatic price fluctuations over the past week.

Asked whether the RI Lottery considers these markets illegal gambling, spokesman Paul Grimaldi wrote:

"Per the Rhode Island Constitution, all casino gambling, including sports wagering, must be operated by the State of Rhode Island through the Rhode Island Lottery. Kalshi is not licensed or authorized by the Rhode Island Lottery to operate in the state."

On Sept. 30, U.S. senators from seven states wrote a letter asking the Commodity Futures Trading Commission to enforce regulations they believe prohibit activity happening on prediction markets.

Although no members of Rhode Island's congressional delegation were on the letter, U.S. Rep. Seth Magaziner shares some of the concerns. "People should be free to bet on sporting events, but it is important for all gambling products to be well-regulated to ensure that those who use them are not taken advantage of," Magaziner said in an email. "I share the concern of the Senators that unregulated prediction market sports betting could undermine regulated sports betting that is safer and more secure for consumers, and the CFTC should crack down on this loophole."

# **Exhibit C**

*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 presentation 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.**

| <b>Your Legal Rights and Options</b> |   | <b>Deadline</b>   |
|--------------------------------------|---|---|
| <b>SUBMIT A CLAIM FORM</b>           | The only way to get Settlement benefits is to submit a Valid Claim.   | <b>Submitted online or Postmarked by January 13, 2026</b> |
| <b>OPT OUT OF THE SETTLEMENT</b>     | Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.             | <b>Postmarked by December 29, 2025</b>                    |
| <b>OBJECT TO THE SETTLEMENT</b>      | 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. | <b>Postmarked by December 29, 2025</b>                    |
| <b>DO NOTHING</b>                    | 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.

**Questions? Go to [www.ORISettlement.com](http://www.ORISettlement.com) or call 1-844-871-6654**

- The Court must still decide whether to approve the Settlement. There will be no Settlement Class 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?

Questions? Go to [www.ORISettlement.com](http://www.ORISettlement.com) or call 1-844-871-6654

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 [www.ORISettlement.com](http://www.ORISettlement.com), call the Settlement Administrator's toll-free telephone number at 1-844-871-6654, or send an email to [info@ORISettlement.com](mailto:info@ORISettlement.com).

## 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 [www.ORISettlement.com](http://www.ORISettlement.com) 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 January 13, 2026**. Claim Forms may be submitted online at [www.ORISettlement.com](http://www.ORISettlement.com) 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 1-844-871-6654 or by writing to:

ORI Data Incident Settlement Administrator  
P.O. Box 3654  
Baton Rouge, LA 70821

**Claim Forms must be submitted online or by mail postmarked by January 13, 2026.**

**Questions? Go to [www.ORISettlement.com](http://www.ORISettlement.com) or call 1-844-871-6654**

## 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 1-844-871-6654, by writing to [info@ORISettlement.com](mailto:info@ORISettlement.com), or to:

ORI Data Incident Settlement Administrator  
P.O. Box 3654  
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 [www.ORISettlement.com](http://www.ORISettlement.com) 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 [www.ORISettlement.com](http://www.ORISettlement.com) 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 December 29, 2025**:

ORI Data Incident Settlement Administrator  
Exclusions  
P.O. Box 3654  
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?

**Questions? Go to [www.ORISettlement.com](http://www.ORISettlement.com) or call 1-844-871-6654**

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 December 29, 2025**.

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 **December 29, 2025**, with copies to the following address:

| Court   | Class Counsel   | Defendant's Counsel  | Settlement Administrator   |
|---|---|--|--|
| Clerk of Court<br>Kent County Superior Court<br>Noel Judicial Complex<br>222 Quaker Ln<br>Warwick, RI 02886 | Kenneth Grunfeld<br><b>Kopelowitz Ostrow, P.C.</b><br>One West Las Olas Blvd., Suite 500<br>Fort Lauderdale, FL 33301 | Carolyn Purwin Ryan<br><b>Mullen Coughlin</b><br>426 W. Lancaster Avenue, Suite 200<br>Devon, PA 19333 | ORI Data Incident Settlement Administrator<br>P.O. Box 3654<br>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 **January 28, 2026, at 9:30 a.m. ET** 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 [www.ORISettlement.com](http://www.ORISettlement.com).

## 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

Questions? Go to [www.ORISettlement.com](http://www.ORISettlement.com) or call 1-844-871-6654

## **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 [www.ORISettlement.com](http://www.ORISettlement.com), by calling 1-844-871-6654, by writing to [info@ORISettlement.com](mailto:info@ORISettlement.com) or:

ORI Data Incident Settlement Administrator  
P.O. Box 3654  
Baton Rouge, LA 70821

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

# **Exhibit D**

ORI Data Incident Settlement Administrator  
P.O. Box 3654  
Baton Rouge, LA, 70821

**Your Claim Form must be postmarked or submitted online no later than January 13, 2026**

*Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc., Case No. KC-2024-1172*

## 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 [www.ORISettlement.com](http://www.ORISettlement.com), or you can complete and mail this claim form to the mailing address above.**

**You may submit a claim for one or more of these benefits:**

**(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 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) 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 Monitoring:**

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

**Claims must be submitted online or mailed by January 13, 2026. 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

First Name\*

Middle Initial

Last Name\*

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)\*

City\*

State\*

Zip Code\*

Current Email Address\*

Phone Number\*

Settlement Claim ID\*

## 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.

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

| Expense Type | Approximate Amount of Expense and Date | Description of Expense or Money Spent and Supporting Documents<br><i>(identify what you are attaching, and why it's related to the Data Incident)</i> |
|--------------|--|---|
|              |  |   |

## 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 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 Medical Monitoring.**

## 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 or email address associated with your Venmo account

**Zelle**

Enter the mobile number or email address associated with your Zelle account

**Physical Check** - Payment will be mailed to the address provided above.

## 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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

# **Exhibit E**

Case Number: KC-2024-1172  
Filed in Kent County Superior Court  
Submitted: 12/12/2025 4:00 PM  
Envelope: 5440511  
Reviewer: Tracy K.

**Exclusion Requests**

*Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc.*

Case No. KC-2024-1172 (State of Rhode Island Superior Court, Kent County)

| Count | Name          | State | Submission Date |
|-------|---------------|-------|-----------------|
| 1     | Joyce Gagne   | RI    | 10/15/2025      |
| 2     | Brad Soper    | RI    | 10/17/2025      |
| 3     | Lauren Soper  | RI    | 10/17/2025      |
| 4     | Samuel Riffle | RI    | 10/29/2025      |
| 5     | Ronald Joseph | RI    | 10/31/2025      |
| 6     | Dayle Joseph  | RI    | 10/31/2025      |
| 7     | Katie Reh     | RI    | 11/17/2025      |

Howard Schulman  
145 Prospect St  
Providence, RI 02906  
401-228-7887 (office)

Dear Judge,

I object to the Settlement of Lavoie-Soria v Orthopedics RI case#kc-2024-1172 RI.

Specifically, I object to the ridiculous \$1 million lawyers fees. There is only a fixed amount of money in healthcare and wasting all this money on giving out relatively small amounts to a huge number of people just to justify the lawyer bringing the change and justifying their fees is not good. If the money went to improve cybersecurity, I would not object. Giving small amounts of money to patients is just as wasteful, but clearly done to grease the process. You all should be ashamed of yourselves.

Perhaps the lawyers should sue the United State Government for allowing cybercrime to happen in the first place.

I know you will ignore this letter. The lawyers have to get paid. I hope whoever reads this doesn't have to use the medical system

I have never objected to any settlement or class action and it is ridiculous and irrelevant and objectionable that I have to disclose this information.

I have no counsel representing me as of this time, I'm just a disgusted regular person.

I don't have anyone lined up to testify at any hearing.

I do not intend to appear personally, I have a job, like most regular people.

Howard Schulman

A handwritten signature in black ink, appearing to read "Howard Schulman".

Howard Schillman  
145 Prospect St.  
Providence, RI 02906

18 OCT 2025 PM 6 L BOSTON MA 020



Kenneth Grunfeld  
Lepebitz & Oshaw &  
One West Las Olas Blvd. Suite 500  
Fort Lauderdale, FL 33301

ప్రాణికి

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