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

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

ASSENTED-TO MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

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:

1) Award requested attorneys' fees in the amount of $966,666.66, which amounts to one-third (1/3) of the Settlement Fund, as contemplated by the Settlement Agreement;

2) Award reasonable case expenses in the amount of $9,416.05; and

3) Award Service Awards for Class Representatives in an amount of $4,000.00 per Class Representative.

This Motion is based upon: (1) this Motion; (2) the Memo; (3) the Declaration of Counsel in Support of this Motion, attached as Exhibit A to the Memo; (4) the Shulman Objection attached as Exhibit B to the Memo; (5) the [proposed] 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

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

dperry@masonllp.com	
Kensley R. Barrett **LAW OFFICES OF KENSLEY R. BARRETT** Cranston Office 1000 Chapel View Blvd, Suite 260 Cranston, RI 02920 401-425-4059 ken@krbarrettlaw.com	

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 **SUPERIOR COURT**
KENT, SC.

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

MEMORANDUM IN SUPPORT OF PLAINTIFFS' ASSENTED-TO MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

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Plaintiffs Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, Aria E. Dimeo, and Bonnie Felingiere ("Plaintiffs" or "Class Representatives")[1] submit this Memorandum in Support of Plaintiffs' Assented-to Motion for Attorneys' Fees, Expenses, and Service Awards.

I. INTRODUCTION

On August 27, 2025, this Court preliminarily approved a proposed class action settlement between Plaintiffs and Defendant Orthopedics Rhode Island, Inc. ("Defendant" or "ORI"). The class action and resulting settlement arose from a data security incident in which an unauthorized third-party accessed ORI's computer systems and allegedly compromised the Private Information of its patients (the "Data Incident"). The attacker accessed and acquired files containing unencrypted Private Information of Class Representatives and Class Members. Defendant informed approximately 377,000 individuals 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. *See* Declaration of Kenneth Grunfeld, filed concurrently herewith ("Grunfeld Decl."), ¶ 4, attached hereto as **Exhibit A**. Class Counsels' efforts created significant benefits for the Settlement Class, including the establishment of a $2,900,000.00 Settlement Fund. From that fund, Settlement Class Members can claim substantial monetary benefits and two years of medical monitoring and identity theft protection services. *See* Agreement ¶ 62(c).

Throughout this litigation, Class Counsel has zealously prosecuted Plaintiffs' claims,

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement ("Agreement"), attached to the Motion for Preliminary Approval.

achieving the Settlement Agreement only after an extensive investigation and arm's-length negotiations and full-day mediation. Grunfeld Decl. ¶¶ 11, 12, 32. As compensation for the substantial benefits conferred upon the Settlement Class, Class Counsel respectfully moves the Court for an award of attorneys' fees of $966,666.66, which amounts to one-third (1/3) of the Settlement Fund, plus an additional $9,516.05 in reasonable case expenses actually incurred. *Id.* at ¶ 38. Plaintiffs' motion should be granted because the request is reasonable and appropriate in light of the substantial risks presented in prosecuting this action, the quality and extent of work conducted, and the stakes of the case; and because the costs incurred were reasonable and necessary for the litigation. Plaintiffs also respectfully move the Court for an award of $4,000.00 to each of the Class Representatives, to be paid from the Settlement Fund, for their work on behalf of the Class.

II. CASE SUMMARY

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/Bristal 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 or about June 10, 2025, Plaintiff Bonnie Felingiere dismissed her complaint but remains a Class Representative for this Action. *Id.* ¶ 9.

After a period of informal discovery and mutual exchange of information, the Parties agreed to a formal mediation. *Id.* ¶ 10. On May 16, 2025, the Parties participated in a full-day mediation before Hon. David E. Jones (Ret.) of Resolute Systems, LLC. After engaging in an adversarial, arms-length mediation, the Parties reached an agreement to resolve all claims arising from or related to the Data Incident. *Id.* ¶¶ 11-12. Prior to reaching agreement on the Settlement's terms, Plaintiff's Counsel drafted, and Defendant's Counsel reviewed, the Settlement Agreement and the associated exhibits. *Id.* ¶ 18. The Settling Parties finalized the Class Settlement Agreement on or about July 28, 2025. *Id.* Plaintiffs then moved for preliminary approval on August 6, 2025, and appeared before this Court for a preliminary approval hearing on August 27, 2025. *Id.* ¶ 20. The motion was then granted by the Court on August 27, 2025. *Id.*

Since that time, Class Counsel worked closely with the Settlement Administrator to edit and finalize the notices and claim forms, and to disseminate notice to the Settlement Class. Notice commenced on October 10, 2025. *See* Declaration of Elena MacFarland (Admin Decl.) at ¶ 7. After that, Class Counsel has been monitoring the notice and claims process, including working with the Settlement Administrator to send out additional notices to the Class. *Id.* at ¶ 6-10. Thus

far, the reaction of the Settlement Class to this Settlement has been positive. As of December 10, 2025, there were over 10,000 Valid Claims filed. *Id.* at 16. Perhaps more significantly, only seven Settlement Class Members have sought to "opt-out" of this Settlement, and only one person has objected. *Id.* at ¶¶ 17-18.

III. SUMMARY OF SETTLEMENT

a. Settlement Benefits

The settlement negotiated on behalf of the Class provides for three separate forms of relief: (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. 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 376,091 individuals. The following forms of relief shall be offered to Settlement Class Members.

b. 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 or the Settlement Class Member supporting a claim for expenses paid. *Id*. Alternatively, Settlement Class Member may submit a claim for Cash Payment B, a *pro-rata*, one-time 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*.

c. 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).

d. 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.* ¶ 62(d).

e. 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 this motion seeking attorneys' fees, costs, and Plaintiffs' Service Awards, contemporaneously with filing the Motion for Final Approval of Class Action Settlement, and prior to Settlement Class Members' deadline to exclude themselves from, or object to, the Settlement Agreement. 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.

IV. LEGAL STANDARD

a. An Award of One-Third of the Settlement Fund is Reasonable

Rhode Island courts have "considerable discretion" to award fees. *Del Sesto v. Prospect Chartercare, LLC*, No. CV 18-328 WES, 2019 WL 13030331, at *5 (D.R.I. Oct. 14, 2019); *see also In re Thirteen Appeals Arising Out of San Juan*, 56 F.3d 295, 307 (1st Cir. 1995). It is well-settled law that attorneys whose efforts achieve a benefit for class members are entitled to "attorneys' fees and reimbursement of expenses prior to the distribution of the balance to the class." *In re Ranbaxy Generic Drug Application Antitrust Litig.*, 630 F. Supp. 3d 241, 245 (D. Mass. 2022) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).[2] The U. S. Supreme

[2] 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., In*c., 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

Court has sanctioned reasonable fees awarded out of a common fund. *See Van Gemert*, 444 U.S. at 478. Rule 23 also permits courts to award "reasonable attorney's fees and nontaxable costs . . . that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). As numerous courts recognize, the goal of an award of attorneys' fees is "to compensate plaintiffs' counsel fairly for the labor provided, taking into account the risks they faced during the representation." *Ranbaxy*, 630 F. Supp. 3d at 245.

Generally, courts have found that for cases involving a common fund, as is the case here, the percentage-of-the-fund method (POF) is the appropriate method for determining the reasonableness of an attorneys' fees request. *In re Cabletron Sys., Inc. Sec. Litig.*, 239 F.R.D. 30, 37 (D.N.H. 2006) ("The POF method has emerged in the last decade-plus as the preferred method of awarding fees in common fund cases. As the First Circuit has noted, the POF method has distinct advantages over the lodestar approach."). The First Circuit recognized in *In re Thirteen Appeals*, 56 F.3d at 307, that the POF method "in common fund cases is the prevailing praxis" and acknowledged the "distinct advantages that the POF method can bring to bear in such cases." *Id*. "The First Circuit has acknowledged the 'distinct advantages' of the POF method, explaining that it is less burdensome, enhances efficiency and better approximates the marketplace dynamics." *Ranbaxy*, 630 F. Supp. 3d at 245 (quoting *In re Thirteen Appeals*, 56 F.3d at 307). "The POF method is preferred in common fund cases because 'it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.'" *In re Cabletron Sys.*, 239 F.R.D. at 37 (citation omitted). Further, the POF approach stems from the Court's inherent equitable powers by awarding fees and costs payable (or measured) from the fund created for the

attorneys' fees in class actions, Class Counsel relies in part upon comparable federal case law from Rhode Island and the federal First Circuit.

benefit of the class the court can spread the cost of litigation proportionately among those who will benefit from the fund. *See Sprague v. Ticonic National Bank*, 307 U.S. 161, 167 (1939); *Van Gemert*, 444 U.S. at 478.

Class Counsel seeks an award of one-third of the Settlement Fund. This request is within the range of fee requests that have been approved in many courts in Rhode Island, Massachusetts, and through the First Circuit. *See Kondash v. Citizens Bank, Nat'l Ass'n,* 2020 WL 7641785, at *6 (D.R.I. Dec. 23, 2020), *report and recommendation adopted*, 2021 WL 63409 (D.R.I. Jan. 7, 2021) (awarding one-third of a $1.8 million settlement fund in attorneys' fees); *In re Neurontin Mktg. & Sales Practices Litig*., No. 04-cv-10981-PBS, 2014 WL 5810625, at *3 (D. Mass. Nov. 10, 2014) ("[N]early two-thirds of class action fee awards based on the percentage method were between 25% and 35% of the common fund."); *see also Mazola v. May Dep't Stores Co.,* No. 97 Civ. 10872, 1999 WL 1261312, at *4 (D. Mass. Jan. 27, 1999) ("[I]n this circuit, percentage fee awards range from 20% to 35% of the fund. This approach mirrors that taken by the federal courts in other jurisdictions."); *Ranbaxy*, 630 F. Supp. 3d at 245 (collecting cases); *Gordan v. Massachusetts Mut. Life Ins. Co.*, 2016 WL 11272044, at *3 (D. Mass. Nov. 3, 2016) (awarding one-third of a $30.9 million settlement fund in attorneys' fees). Significantly, the Rhode Island Superior Court recently approved attorneys' fees totaling $363,333.33, exactly one-third of the Settlement Fund. *See Flacco v. Community Care Alliance,* No. PC-2024-05237, Super. Ct. R.I. (Providence County Oct. 8, 2025). Entered on October 8, 2024, just over a month ago, that decision provides highly persuasive support for the fee sought here. *Id.*

Notably, attorneys' fee awards of one-third of the common fund have been made in a string of data breach class action cases in New England. *See, e.g. In re Emmanual College Data Security Incident,* Case No. 1:24-CV-10314-AK (D. Mass.), ECF 46 (July 29, 2025) (granting final

approval and awarding one-third of the $925,000 common fund as reasonable attorneys' fees); *Webb v. Injured Workers Pharmacy,* Case No. 1:22-cv-10797-RGS (D. Mass.), ECF 61 (January 16, 2025) (granting final approval of a non-reversionary common fund data breach settlement and attorneys' fees of one-third of the $1,075,000 Settlement Fund); *Kondo et al. v. Creative Services, Inc.,* Case No. 1:22-cv-10438-DJC (D. Mass.), ECF 39 (September 7, 2023) (granting final approval of non-reversionary common fund data breach settlement and attorneys' fees of 33% of $1.2 million Settlement Fund). Class Counsel's request for an award of one-third of the settlement fund is thus entirely consistent with other awards in common fund cases and should be approved here.

b. Class Counsel's Expertise and Effort, the Risks of the Case, and the Achieved Result Justify the Fee Request

"In weighing a common fund request for fees, courts will also consider the so-called *Goldberger* factors: (1) the size of the fund and the number of persons benefitted; the skill, experience, and efficiency of the attorneys involved; (3) the complexity and duration of the litigation; (4) the risks of the litigation; (5) the amount of time devoted to the case by counsel; (6) awards in similar cases; and (7) public policy considerations." *Del Sesto*, 2019 WL 13030331, at *6, citing *In re Neurontin Marketing & Sales Practices Litigation*, 58 F. Supp. 3d. 167, 170 (D. Mass. 2014), citing *Goldberger v. Integrated Resources, Inc*., 209 F.3d 43, 50 (2nd Cir. 2000). Applying each of these factors, Class Counsel's fee request is reasonable and justified.

i. *The size of the created Settlement Fund and the benefits provided*

The most important inquiry pertains to the results obtained for the class. *Hensley v. Eckerhart,* 461 U.S. 422, 436 ("the most critical factor is the degree of success obtained"). As described *supra*, the Settlement provides substantial relief to the Settlement Class consisting of approximately 377,000 individuals. Defendant has agreed to establish a Settlement Fund in the

amount of $2,900,000 which will be used to provide a variety of benefits to the Settlement Class: (1) reimbursement of Documented Monetary Losses up to $5,000, 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 security measures. *See* Agreement ¶ 62 (d).

These benefits are comparable to, and in some cases superior to, those provided by other data breach settlements. *See, e.g., Barletti v. Connexin Software, Inc.*, 2024 WL 1096531, at *6 (E.D. Pa. Mar. 13, 2024) (granting preliminary approval to 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); *In re Cap. One Consumer Data Sec. Breach Litig.*, 2022 WL 18107626, at *12 (E.D. Va. Sept. 13, 2022) (approving proposed allocation plan that allowed class members to submit claims for out-of-pocket losses, lost time, and credit monitoring services); *In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-06019-GEKP, ECF 181 (E.D. Pa. Feb. 19, 2021) ($5 gift card or $15 gift cards with proof of actual or attempted fraud). This outcome can only be described as an unmitigated success for the Class, and entirely consistent with the outcomes in other data breach settlements. Thus, the fact that Class Counsel was able to achieve such an outcome weighs heavily in favor of approving the requested award.

ii. *The risks of litigation support the requested fee award*

Courts recognize the risk assumed by an attorney as a key factor in determining an appropriate fee. *See In re Lupron*, 2005 WL 2006833, at *4 (“Many cases recognize that the risk assumed by an attorney is perhaps the foremost’ factor in determining an appropriate fee award.”).

Here, Class Counsel took on significant risk. While Plaintiffs believed they could prevail on their claims against Defendant, they were also aware that they would likely face several strong legal defenses and difficulties in demonstrating causation and injury. *See* Grunfeld Decl. ¶¶ 28-30. Such defenses, if successful, could drastically decrease or eliminate any recovery for Plaintiffs and putative class members. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal any decision on either certification or merits.

The general risks of litigation are further heightened in the data breach arena. *See Id*. ¶ 15. Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one are particularly complex and face substantial hurdles—even just to make it past the pleading stage. *See In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *6 (N.D. Ohio Aug. 12, 2019) ("The realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law."); *Hammond v. The Bank of N.Y. Mellon Corp*., 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

Further, the lawyers for the Plaintiffs took this case on a purely contingent basis. Grunfeld Decl. ¶ 27. As such, they assumed significant risk of nonpayment or underpayment. *Id.* Fees were not guaranteed. The purely contingent basis upon which the cases were litigated meant that the lawyers for the Plaintiffs assumed significant risk. *Id.* They spent time on this matter that could have otherwise been spent on other, fee-generating matters, and shouldered the risk of expending substantial costs and time without any monetary gain in the case of adverse judgment. *Id.*

Nonetheless, Class Counsel took on these risks knowing full well their efforts may not bear fruit and their willingness to take on this litigation in the face of such risk deserves to be rewarded. *Id.*

iii. *The complexity and skills required to litigate this matter and Class Counsel's substantial experience*

As discussed above, the skill required to litigate data breach cases is significant, in part due to the quickly evolving nature of data breach and privacy law. *See Fox v. Iowa Health Sys.*, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) ("Data breach litigation is evolving; there is no guarantee of the ultimate result."). The Parties would have faced significant risk and expenses to litigate the case. For example, the necessary expert analyses (and inevitable fight over *Daubert* challenges) to determine whether ORI's data security practices were unreasonable would have cost hundreds of thousands of dollars and months of litigation on their own. *See e.g., In re Yahoo! Inc. Customer Data Sec. Breach Litig*., 2020 WL 4212811, at *9 (N.D. Cal. July 22, 2020) (listing "more discovery" as one of the significant expenses for continuing a data breach litigation); *In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197, 212 (D. Me. 2003) (noting that, absent settlement, plaintiffs' challenges would include "significant and expensive additional discovery" and "hiring more experts and opposing the defendants' experts").

Class Counsel has substantial experience in both class actions generally, and complex consumer class actions involving cybersecurity incidents in particular. *See* Grunfeld Decl. ¶ 1 and Declaration ISO Preliminary Approval. Class Counsel has an established track record and experience in litigating Plaintiffs' and Class Members' claims. The significant experience and qualifications of counsel easily justify the requested fee.

iv. *The request is comparable to awards in similar cases*

As demonstrated *supra* in § IV.A, the request fee of one-third of the Settlement Fund is well within the range of reasonable fees previously awarded by courts in common fund data breach

cases. An award of one-third of the Settlement Fund is also consistent with fee awards in other data breach or data privacy cases. *See Barletti v. Connexin Software, Inc.*, 2024 WL 3564556 (E.D. Pa. July 24, 2024) (awarding one-third of settlement fund as attorneys' fees and $50,000 in expenses in data breach settlement); *In re Novant Health, Inc.*, 2024 WL 3028443, at *12 (M.D.N.C. June 17, 2024) (awarding one-third of the settlement fund); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *7 (E.D. Wis. Mar. 22, 2023) (awarding one-third of settlement fund); *In re Arby's Rest. Grp., Inc. Data Sec. Litig.*, 2019 WL 2720818, at *4 (N.D. Ga. June 6, 2019) (same); *In re TikTok, Inc., Consumer Priv. Litig*., 617 F. Supp. 3d 904, 940–941 (N.D. Ill. 2022).

v. *Public policy considerations support the requested fee*

The requested fee supports public policy goals. Simply put, class actions such as this litigation play a vital role in motivating entities that handle sensitive information, such as Defendant, to improve their security practices and *prevent* data breaches, which has become an epidemic in recent years. For example, the Identity Theft Resource Center reported 3,158 total data breaches in 2024, including five "mega-breaches" involving at least 100 million individuals, with an astonishing 1,350,835,988 total data breach notices sent out.[3] This is just 47 breaches short of 2023's record-breaking 3,205 events involving 353,027,892 victims.[4] Furthermore, both 2024 and 2025 doubled the number of compromises in 2022, which had 1,802 total compromises involving 422,143,312 victims.[5] The actual ramifications from these data breaches have been just

[3] *2024 Data Breach Report*, Identity Theft Resource Center (January 2025), available at https://www.idtheftcenter.org/wp-content/uploads/2025/02/ITRC_2024DataBreachReport.pdf.

[4] *2023 Data Breach Report*, Identity Theft Resource Center (January 2023), available at https://www.idtheftcenter.org/publication/2023-data-breach-report/.

[5] *2022 End of Year Data Breach Report*, Identity Theft Resource Center (January 25, 2023), available at: https://www.idtheftcenter.org/publication/2022-data-breach-

as severe, with one in four data breach victims eventually becoming victims of identity theft. As if to demonstrate this fact, in 2023, the Federal Trade Commission received over 1 million complaints of identity theft and 2.6 million complaints of related fraud, which resulted in total financial losses that exceeded $10 billion.[6]

These data breaches show no sign of slowing, and one-in-four of the 1,350,835,988 instances in 2024 in which information was compromised will eventually metastasize as a costly identity theft incident for an unfortunate impacted individual. Class actions such as this play a vital role in holding handlers of Private Information accountable, and the reimbursements they and their insurance carriers are required to pay to victims provide the necessary incentive for the industry to harden, strengthen, and otherwise improve their systems against this ever-rising tide. Furthermore, class actions are the only realistic way for individual citizens to vindicate their right to safeguard and protect their Private Information. Given the relatively small and difficult-to-quantify amounts of individual damages, pursuing claims on an individual basis would have been economically and judicially inefficient. And without the class action device, they would simply see no recovery at all. *See Mazola v. May Dep't Stores Co.*, 1999 WL 1261312, at *4 (D. Mass. Jan. 27, 1999) (class actions "give[] voice to relatively small claimants who may not be aware of statutory violations or have an avenue to relief . . . the only way in which to make such actions economically feasible is to award [attorneys' fees.]").

c. The Lodestar Crosscheck Confirms that the Requested Fees are Reasonable

Although not required, courts within the First Circuit have requested a "lodestar calculation

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report/?utm_source=press+release&utm_medium=web&utm_campaign=2022+Data+Breach+Report.

[6] Jim Akin, *U.S. Fraud and Identity Theft Losses Topped $10 Billion in 2023*, Experian (July 25, 2024), https://www.experian.com/blogs/ask-experian/identity-theft-statistics.

as a pragmatic cross-check" for percentage-based fee awards. *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, 2009 WL 3418628, at *1 (D. Mass. Oct. 20, 2009) (internal citation omitted); *In re Thirteen Appeals*, 56 F.3d at 307. When used this way as a cross-check, "the lodestar analysis is not undertaken to calculate a specific fee, but only to provide a broad cross check on the reasonableness of the fee arrived at by the percentage method." *In re Vioxx Prods. Liab. Litig.*, 760 F. Supp. 2d 640, 652 (E.D. La. 2010). "The lodestar cross-check is used to assess the reasonableness of the percentage method, and district courts need not review actual billing records and are free to rely on time summaries submitted by attorneys." *In re Cook Med., Inc., Pelvic Repair Sys. Prods. Liab. Litig.*, 365 F. Supp. 3d 685, 701 (S.D.W. Va. 2019).

To conduct the lodestar cross check, the court multiplies the number of hours reasonably spent by a reasonable hourly rate. *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 77 (D. Mass. 2005). "Reasonable fees are to be calculated according to the prevailing market rates in the relevant community." *Arkansas Tchr. Ret. Sys. v. State St. Bank & Tr. Co.*, 512 F. Supp. 3d 196, 209 (D. Mass. 2020).

Here, Class Counsel's fee request results in an acceptable multiplier, which supports the reasonableness of the requested fee. Since December 2024, Class Counsel has already spent over 500 hours litigating this case and reasonably anticipates spending an additional 30-50 hours through case completion. *See* Grunfeld Decl. ¶¶ 34-37. The rates charged by Class Counsel are well within the acceptable range for class action litigators in general and are in line with or less than hourly rates that were approved in other complex data breach class action litigation. *Id.* at ¶ 35.

Class Counsel's billing rates are within (or less than) the range of rates approved by courts in the federal First Circuit. *See Ford v. Takeda Pharms. U.S.A., Inc.*, 2023 WL 3679031, at *2 (D. Mass. Mar. 31, 2023) (finding that hourly rates for attorneys nationally have increased since 2020

and approving $1,370 for attorneys with at least 25 years of experience; $1,165 for attorneys with 15–24 years of experience; $840 for attorneys with 5–14 years of experience; $635 for attorneys with 0–4 years of experience; and $425 for paralegals and law clerks); *see also Alexander v. Massachusetts Dep't of Correction*, 734 F. Supp. 3d 133 (D. Mass. 2024)*; McNelley v. 7-Eleven, Inc.*, 2024 WL 4872394 (D. Mass. Nov. 21, 2024); *Riley v. Mass. Dep't of State Polic*e, 2019 WL 4973956, at *2 (D. Mass. Oct. 8, 2019); *Cox v. Mass. Dep't of Corr.*, 2019 WL 2075588.

Class Counsel's total anticipated lodestar to date is over $350,00.00; to get to case completion, that figure will reach $400,000 or more. *See* Grunfeld Decl. ¶¶ 34, 37. This includes time spent by ten law firms working in a coordinated fashion in litigation and settlement, each of which will be compensated as part of the Settlement. The current lodestar results in a multiplier of approximately 2.7, and will fall under 2.5 upon completion of the case. *Id.* at ¶ 37. In the federal First Circuit, lodestar multipliers allowed by the court are generally between 1 and 2.7. *In re Ranbaxy Generic Drug Application Antitrust Liti*g., MDL No. 19-md-02878-NMG, 630 F. Supp. 3d 241, 246 (D. Mass. Sept. 19, 2022) ("[t]he typical range of the lodestar multiplier allowed by this Court is between one and 2.7.") Therefore, the lodestar cross-check confirms the reasonableness of Class Counsel's fee request.

d. Class Counsel's Request for Reimbursement of Expenses is Reasonable

In addition to the requested attorneys' fees, Class Counsel also requests reimbursement of expenses incurred in bringing this litigation to this successful conclusion. "In addition to attorneys' fees, lawyers who recover a common fund for a class are entitled to reimbursement of out-of-pocket expenses incurred during litigation." *Latorraca v. Centennial Techs. Inc.*, 834 F. Supp. 2d 25, 28 (D. Mass. 2011) (citing *In re Fid./Micron Sec. Litig.*, 167 F. 3d 735, 737 (1st Cir. 1999). *See also Hill v. State St. Corp.*, 2015 WL 127728, at *20 (D. Mass. Jan. 8, 2015) (citation omitted)

("Lawyers who recover a common fund for a class are entitled to reimbursement of litigation expenses that were reasonably and necessarily incurred in connection with the litigation.").

Due to the early stage of litigation at which Plaintiff was able to reach settlement, litigation costs incurred by Plaintiff are relatively low. *See* Grunfeld Decl. ¶ 38. Class Counsel's current costs are $9,516.05, and include, *inter alia*, filing and service fees, mediation fees, postage, reasonable travel costs and Dark Web investigation costs. *Id.* These costs are reasonable and were necessary for the litigation. *Id.; see also Carlson v. Target Enter., Inc.*, 447 F. Supp. 3d 1, 5 (D. Mass. 2020) (approving expenses related to mediation, travel, filing fees, and postage); *In re Wilmington Tr. Sec. Litig.*, 2018 WL 6046452, at *10 (D. Del. Nov. 19, 2018) (approving expenses related to document management, expert fees, computerized research, photocopying, transcripts, postage, travel, and discovery). All of Class Counsel's expenses are of the type that are commonly reimbursable and entirely reasonable.

e. The Requested Service Awards for Plaintiffs are Reasonable

Class Counsel further requests that this Court approve Service Awards to Class Representatives in the amount of $4,000.00 per Class Representative for a total of $24,000. The Service Awards compensate Class Representatives for their efforts on behalf of the Settlement Class, which includes maintaining regular contact with Class Counsel, assisting in the investigation of the case through producing relevant documents and participating in interviews with counsel, reviewing the Complaint, remaining available for consultation throughout negotiations, for answering Class Counsel's many questions, and for reviewing the Settlement Agreement. Grunfeld Decl. ¶ 39. Service Awards account for less an 1% of the Settlement Fund. "Incentive awards serve to promote class action settlements by encouraging named plaintiffs to participate actively in the litigation in exchange for reimbursement for their

pursuits on behalf of the class overall." *Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 352 (D. Mass.), *aff'd*, 809 F.3d 78 (1st Cir. 2015).[7] The Service Awards sought here on behalf of the six Class Representatives are consistent with, and arguably more modest than, other services awards in similar common fund cases in the First Circuit, and should be approved here.

V. RESPONSE TO THE OBJECTION

A single class member, Howard Schulman, has objected to the requested attorneys' fees, asserting that $966,666.66, which is one-third of the Settlement Fund, is "ridiculous" and expressing concern that distributing "relatively small amounts to a huge number of people just to justify the lawyer bringing the change and justifying their fees is not good." *See* Schulman Objection, attached hereto as **Exhibit B**. The objector also suggests that the funds would be better spent on projects such as improving cybersecurity generally. Mr. Schulman notes that he is not represented by separate counsel and does not intend to appear personally, and will present no evidence or witnesses.

As discussed throughout this Motion, the requested fee is reasonable and fully supported under Rhode Island and federal law. It reflects the substantial time and labor expended by ten separate law firms, the complexity of the litigation, the contingent risk undertaken, and the significant benefit obtained for the class. These considerations, discussed in detail above, confirm that the requested one-third fee is appropriate, customary, and fair. Out of the approximately 377,000 class members, only 1 submitted an objection. As recognized in *Bacchi v. Mass. Mut. Life*

[7] *See also In re Relafen*, 231 F.R.D. at 82 (awarding $8,000 for each named consumer); *Scovil v. Fedex Ground Package Sys., Inc*., No 10-cv-515-DBH, 2014 U.S. Dist. LEXIS 33361, 2014 WL 1057079, at *7-8 (D. Me. March 14, 2014) (noting a range of incentive awards in other cases and approving incentive awards from $15,000 to $20,000 to the various named plaintiffs); *Trombley v. Bank of Am. Corp*., No. 08-cv-456-JD, 2013 U.S. Dist. LEXIS 130550 (D.R.I. Sep. 12, 2013)(awarding $5,000 for each class representative); Manual for Complex Litigation, § 21.62, at n.971 (4th ed. 2004).

Ins. Co., Civil Action No. 12-11280-DJC, 2017 U.S. Dist. LEXIS 184926, at *6 (D. Mass. Nov. 8, 2017), "The objections of a small number of Class Members does not warrant rejection of the Settlement." The lack of a significant number of objectors reflects both the reasonableness of the requested fee and the widespread acceptance of the Settlement by the Class.

The objector's concern that settlement funds could instead be used to improve cybersecurity is addressed by the Settlement Agreement. Under the terms of the Settlement Agreement, the Defendant has provided a declaration regarding the security measures implemented following the Data Incident and a projected amount for the next five fiscal years estimating the annual costs of those improved security measures. *See* Agreement ¶ 62. Class Counsel has reviewed the Declaration and believes the Defendant has taken reasonable steps to avoid future incidents. Grunfeld Decl. ¶ 14. This ensures that the settlement not only compensates Settlement Class Members, but also enhances protections for Rhode Island residents and the Class going forward.

The objector's criticism that Class Members receive only "relatively small amounts" is legally unpersuasive. As the First Circuit has recognized, and as articulated by the court in *In re Lupron Marketing & Sales Practices Litigation*, "to the extent that some objectors contend that the settlement amount is too small, the Court does not agree given the uncertainty that Plaintiffs faced of no recovery whatsoever if the parties had not settled and had continued to litigate." 228 F.R.D. 75, 97-98 (D. Mass. 2005). This principle directly applies here: the contingent risk undertaken by counsel and the possibility of no recovery absent settlement further support the reasonableness of the requested fee. *See* Grunfeld Decl. ¶ 15, 17, 28, 30-31.

Furthermore, Courts have repeatedly recognized that fees calculated as a percentage of the common fund are measured not against individual class member recoveries, but against the total

benefit obtained for the class, taking into account the time, effort, and risk borne by counsel. *See Mokover v. Neco Enterprises, Inc.*, 785 F. Supp. 1083, 1087 (D.R.I. 1992). Federal courts in this Circuit have held that one-third of a common fund falls well within the range of reasonable fees for complex class actions, even absent a fixed benchmark. See *Mazola v. May Dept. Stores Co.*, No. 97-cv-10872-NG, 1999 WL 1261312, at *4 (D. Mass. Jan. 27, 1999); *In re Neurontin Mktg. & Sales Practices Litig.*, 58 F. Supp. 3d 167, 172 (D. Mass. 2014). Courts have also emphasized that class members' comparisons of attorneys' fees to their individual recovery are not dispositive, and that the proper focus is the recovery for the class as a whole. *See In re Tyco*, 535 F. Supp. 2d 249, 265 (D.N.H. 2007); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 97–98 (D. Mass. 2005).

The objector's characterization of the fee as "ridiculous" or "wasteful" is purely his opinion, unsupported by evidence or legal authority, and therefore carries no weight in determining the reasonableness of the requested fee. Given that the objection comes from a single, unrepresented individual who will not participate in the proceedings, the objection is legally and factually irrelevant. Accordingly, the Court should reject the objection and approve the requested attorneys' fees in full.

VI. CONCLUSION

For the foregoing reasons, Class Counsel requests that the Court grant this motion and approve a combined award of $966,666.66 for attorneys' fees, $9,516.05 for reimbursement of expenses, and Service Awards in the amount of $4,000.00 for each of the 6 Settlement Class Representatives.

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

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

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 **SUPERIOR COURT**
KENT, SC.

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 KENNETH GRUNFELD IN SUPPORT OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS TO CLASS REPRESENTATIVES

I, Kenneth Grunfeld, being competent to testify, make the following declaration:

1. I am currently a senior partner of the law firm of Kopelowitz Ostrow, P.C. I am one of the lead attorneys for Plaintiffs and the court-appointed Class Counsel. My credentials and Firm Resume were set forth in the declaration I previously submitted in connection with the Unopposed Motion for Preliminary Approval. I have substantial experience in both class actions generally, and complex consumer class actions involving privacy and cybersecurity incidents in particular. I submit this Declaration in support of Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Class Representatives.

2. As the Court is aware, this is a putative class action brought by 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

(the "Settlement Class"), against Defendant Orthopedics Rhode Island, Inc. ("Defendant" or "ORI," and together with Plaintiffs, the "Parties")

3. This action arises out of an alleged ransomware attack and data breach that occurred between September 4, 2024, and September 8, 2024, during which an unauthorized third-party accessed ORI's computer systems and allegedly compromised the Private Information of its patients. On November 6, 2024, Defendant posted notice of the Data Incident on its website. Then on December 6, 2024, Defendant provided written notice to the impacted individuals.

4. Defendant informed approximately 377,000 individuals 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.

5. 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.

6. 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/Bristal 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.).

7. 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.

8. 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. Defendant denies all liability and wrongdoing.

9. 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 or about June 10, 2025, Plaintiff Bonnie Felingiere dismissed her complaint but remains a Class Representative for this Action.

10. After a period of informal discovery and mutual exchange of information, the Parties agreed to a formal mediation.

11. On May 16, 2025, the Parties participated in a full-day mediation before Hon. David E. Jones (Ret.) of Resolute Systems, LLC. After engaging in an adversarial, arms-length mediation, the Parties reached an agreement to resolve all claims arising from or related to the Data Incident.

12. This Settlement came about as the result of protracted, arms' length negotiations. The Parties negotiated in good faith and zealously defended their respective positions as they negotiated the Settlement Agreement. Both Parties strongly advocated for their respective client's positions. The Parties were able to reach an agreement in principle only after back-and-forth arm's-length negotiations and advocacy by counsel on behalf of the Parties.

13. While negotiations were always collegial and professional between the Parties, there is no doubt that the negotiations were also adversarial in nature, with both Parties strongly advocating their respective client's positions.

14. The Settlement provides a very favorable result for the Settlement Class, including substantial monetary benefits and identity theft protection from the sizable $2,900,000.00 non-reversionary common fund. In addition, Class Counsel has reviewed the Declaration provided by Defendant regarding the security measures implemented following the Data Incident and believes the Defendant has taken reasonable steps to avoid future incidents.

15. This result is even more remarkable because, although Plaintiffs believe in the merits of their claims, this litigation was inherently risky and complex. The claims involve the intricacies of data breach litigation (a fast-developing area in the law), and Plaintiffs faced risks at each stage of litigation.

16. This case exemplifies the public good that can be accomplished through the class action device; no Class Member had a large enough claim to retain counsel to pursue it individually. In counsel's experience, a settlement in this range is likely to be viewed favorably by the class members who will appreciate receiving compensation from this lawsuit without having to expend any resources of their own.

17. It is my opinion that the Settlement achieved here represents an excellent result considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation.

18. Subsequent to reaching agreement on the Settlement's terms, Plaintiffs' Counsel drafted, and Defendant's Counsel reviewed, the Settlement Agreement and the associated exhibits. The Settling Parties finalized the Class Settlement Agreement on or about July 28, 2025.

19. Plaintiffs' Counsel also drafted the Preliminary Approval Motion, and sought and obtained Defendant's assent to that motion.

20. Plaintiffs then moved for preliminary approval on August 6, 2025, and appeared before this Court for a preliminary approval hearing on August 22, 2025. The motion was then granted by the Court on August 27, 2025.

21. After preliminary approval was granted, I spent significant time working with the Settlement Administrator (EAG) on finalizing the notices (by adding the selected URL, telephone number, email address, mailing address, formatting postcard notice, and correcting any typos and errors), testing the settlement website, and working with EAG to get notice issued on time.

22. I then monitored the notice and claims process to ensure that adequate notice was issued to the Settlement Class, and that the claims process was proceeding smoothly.

23. I will continue to work throughout the claims period for this case. To date, this work has involved drafting and moving for final approval of the settlement, monitoring for and defending against objections (there has only been one to date), and the supervision of the claims administration process and the distribution of the settlement proceeds. I also drafted the instant motion for attorneys' fees.

24. Pursuant to the Settlement Agreement, the Notices provided to the members of the Settlement Class state that Class Counsel would apply for attorneys' fees not to exceed one-third of the Settlement Fund, and would request reimbursement of litigation expenses. SA, Exhibits 1 and 2.

25. To date, only one Class Member has filed an objection to either the Settlement or the requested attorneys' fees. This is a strong indicator of the favorability of the Settlement. It further supports the appropriateness of Class Counsel's fee request.

26. Class Counsel prosecuted this case on a contingency basis, committed substantial resources, and advanced out-of-pocket costs without any compensation or guarantee of success. Class Counsel has received no compensation during the course of this litigation, which has required counsel to incur thousands of dollars in billable attorneys' fees and expenses, all of which have gone unpaid.

27. Class Counsel assumed significant risk of nonpayment or underpayment. Fees were not guaranteed. The purely contingent basis upon which Class Counsel took the case meant that Class Counsel assumed significant risk. Class Counsel spent time on this matter that could have otherwise been spent on other, fee-generating matters, and shouldered the risk of expending substantial costs and time without any monetary gain in the case of adverse judgment. Nonetheless, Class Counsel took on these risks knowing full well their efforts may not bear fruit and their willingness to take on this litigation in the face of such risk deserves to be rewarded.

28. This litigation was inherently risky. Aside from the potential that either side will lose at trial, Plaintiffs would likely need to counter a motion for summary judgment, and both gain and maintain certification of the class. Even if successful with their class certification argument, Plaintiffs would face a near inevitable interlocutory appeal attempt. Without a certified class, no class member would likely receive any recovery. Further, summary judgment, trial, and appeal present significant risks in any case.

29. If the case had advanced through class certification, the case expenses would have increased many-fold, and Class Counsel would have been required to advance these expenses potentially for several years to litigate this action through judgment and appeals.

30. Even if the claims survived after the pending appeals are decided, Defendant would have contested class certification, and Plaintiffs would have faced serious risks even before getting

to class certification. Defendant most certainly would have sought summary judgment, as well as engaged in extensive and protracted discovery.

31. Against all these risks, it was through the skill and hard work of Class Counsel and the Class Representatives that the Settlement was achieved for the benefit of the Class Members. Class Counsel maintains a national class action practice and has particularly specialized skill in data breach class actions. These skills have been recognized courts across the country.

32. Class Counsel led the litigation and prosecution of this Litigation. Among other responsibilities, Class Counsel: (i) conducted extensive pre-suit research; (ii) researched and drafted the initial complaint; (iii) conducted informal discovery; (v) prepared a thorough mediation statement and settlement demand; (v) participated in formal mediation; (vi) reached an agreement on the settlement in principle; (vii) obtained proposals from various potential claims administrators and worked with Defendant's counsel to select a knowledgeable settlement and claims administrator for the settlement; (viii) drafted and negotiated the Settlement Agreement and the exhibits thereto, including the notices and claim form; (ix) prepared and filed the motion for preliminary approval of the Settlement and the supporting documents; (x) supervised (and are still currently supervising) the Settlement Administration, the creation and operation of the Settlement Website and the claims process; and (xi) assisted (and is still assisting) in answering questions from Class Members regarding the Settlement and the submission of claims.

33. I reviewed our billing and expense reports, and backup documentation where necessary or appropriate, in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries as well as the necessity for, and

reasonableness of, the time and expenses committed to the litigation. Based on this review and the adjustments made, I believe that the time reflected in the lodestar calculation and the expenses for which payment is sought herein are reasonable and were necessary for the effective and efficient prosecution and resolution of the litigation.

34. Through the end of November, 2025, the ten firms representing Plaintiffs in this matter have expended **505.4 hours** of work. This equates to a current lodestar of **$354,673.30** at our typical and customary rates. This figure reflects a concerted effort to work efficiently on behalf of the class.

35. The rates charged are well within the acceptable range for class action litigators in general and are in line with or less than hourly rates that were approved in other complex data breach class action litigation.

36. Our hourly rates have been approved, for purposes of a lodestar crosscheck, by multiple federal courts in New England in data breach cases. *See, e.g. In re Emmanual College Data Security Incident,* Case No. 1:24-CV-10314-AK (D. Mass.), ECF 46 (July 29, 2025) (granting final approval and awarding one-third of the $925,000 common fund as reasonable attorneys' fees); *Webb v. Injured Workers Pharmacy,* Case No. 1:22-cv-10797-RGS (D. Mass.), ECF 61 (January 16, 2025) (granting final approval of a non-reversionary common fund data breach settlement and attorneys' fees of one-third of the $1,075,000 Settlement Fund); *Kondo et al. v. Creative Services, Inc.,* Case No. 1:22-cv-10438-DJC (D. Mass.), ECF 39 (September 7, 2023) (granting final approval of non-reversionary common fund data breach settlement and attorneys' fees of 33% of $1.2 million Settlement Fund).

37. Counsel for the Plaintiffs expect to spend at least another 30-50 hours of time consummating this Settlement, including continuing my work monitoring the notice and claims

process, working with EAG to prepare the declaration in support of the motion for final approval, drafting and filing the final approval motion, traveling to and participating in the final approval hearing, assisting Settlement Class Members with their claims and answering their questions, and working with the Settlement Administrator on claims administrator and distribution of benefits to the Settlement Class. A conservative estimate is that this additional time will result in a total lodestar of over $400,000. The lodestar through November results in a multiplier of approximately 2.7, and will fall well under 2.5 upon completion of the case.

38. As part of the fee and expense request made here, we are seeking reimbursement for the reasonable out-of-pocket case expenses incurred. Due to the early stage of litigation at which Plaintiffs were able to reach settlement, litigation costs incurred by Plaintiffs are relatively low. To date, we have incurred **$9,416.05** in expenses, including the cost of the highly sought-after mediator, Hon. David E. Jones (Ret.). These reasonable and necessary litigation costs are broken down by category, as follows:

Cost Category	Amount
Mediation	$2,884.00
Postage/Overnight Courier	$68.17
Process Service	$699.02
Filing Fees	$2,430.49
Travel and Accommodations	$2,234.35
Photocopies	$30.07
Research	$548.95
Electronic Agreements	$21.00
Dark Web Investigation	$500.00
Total	**$9,516.05**

39. The Plaintiffs made vital contributions to our litigation efforts. Specifically, they provided documents to Class Counsel, reviewed pleadings, reviewed the Settlement Agreement, and remained in frequent contact with me and my firm in order to keep apprised of the status of proceedings and keep informed on important decision-making processes. Plaintiffs were subjected to extensive interviews by their counsel and submitted documentation to prove the hardship that the Data Breach caused them and were prepared to take on the responsibilities of class representatives, including being deposed and testifying at trial. I believe that Plaintiffs should receive services award and I support their request that the Court award each Class Representative $4,000.00 in recognition of the time, effort, and expense they incurred pursuing claims that benefited the Settlement Class.

* * * * * * * * * * * * *

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct, and that this declaration was executed in Bala Cynwyd, Pennsylvania on this 11th day of December, 2025.

Kenneth Grunfeld (*pro hac vice*)
KOPELOWITZ OSTROW, P.C.
One West Las Olas Blvd.,
Suite 500
Fort Lauderdale, FL 33301
grunfeld@kolawyers.com

Class Counsel

Case Number: KC-2024-1172
Filed in Kent County Superior Court
Submitted: 12/12/2025 4:05 PM
Envelope: 5440548
Reviewer: Tracy K.

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

Howard Schulman
145 Prospect St.
Providence, RI 02906

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Kenneth Grunfeld
Kopelowitz Ostrow P.
One West Las Olas Blvd Suite 500
Fort Lauderdale, FL 33301

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