

**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

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

This matter came before the Court, Justice Raspallo presiding, on January 28, 2026, on Plaintiffs' Unopposed Motions for Final Approval of Class Action Settlement ("FA Motion") and for Attorneys' Fees, Expenses, and Service Awards ("Fees Motion") (collectively, "Motions"). Plaintiffs, on behalf of themselves and all others similarly situated, and Defendant have entered into a Settlement Agreement and Release, dated July 28, 2025 ("Settlement Agreement") that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, **IT IS HEREBY ORDERED** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement, which is incorporated herein in full by reference.

2. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

FINAL APPROVAL OF SETTLEMENT AGREEMENT

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' Motion for Preliminary Approval and the current Motion along with all associated papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of adversarial, serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and are fair, reasonable, and adequate.

4. On August 27, 2025, the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Kenneth Grunfeld of Kopelowitz Ostrow, P.C., as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Fairness Hearing.

5. On October 10, 2025, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Fairness Hearing.

6. On January 28, 2026, the matter came before the Court. Justice Raspallo held a Final Approval Hearing to determine, *inter alia*: (a) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (b) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Fairness Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and expenses to Class Counsel, and the payment of Service Awards to the Settlement Class Representatives. The Court is also satisfied that settlement is fair, reasonable, and adequate.

7. The Court therefore GRANTS final approval of the Settlement Agreement and all of the terms and conditions contained therein.

FINAL CLASS CERTIFICATION

8. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Rhode Island Rule 23, grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Order only, the Court hereby finally certifies 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.

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.

9. The Court hereby appoints Plaintiffs Jeannette Lavoie-Soria, Rebecca Reilly, Frederick Whelan, Patricia Robinson, Aria E. Dimeo and Bonnie Felingiere as Settlement Class Representatives for the Settlement Class. The Court finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

10. The Court finds the following counsel are experienced and adequate counsel and appoints them as Settlement Class Counsel for the Settlement: Kenneth Grunfeld of Kopelowitz Ostrow, P.C.

NOTICE AND ADMINISTRATION

11. Pursuant to the Settlement Agreement, the Parties have designated EAG Gulf Coast, LLC doing business as Eisner Amper ("EAG") as the Settlement Administrator. EAG shall, as it has done thus far, perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

12. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfied the requirements of due process and Rule 23 and provided the best notice practicable under the circumstances. The notice program was reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program by

which notice was provided to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Court's Order Granting Preliminary Approval of Class Action Settlement.

13. The Court also approves the versions of the Long Form Notice, Claim Form and Short Notice.

EXCLUSION AND OBJECTIONS

14. As of the Opt-Out deadline, twelve (12) potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit 1** to this Final Order. Those persons are not bound by the Settlement Agreement and this Final Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

15. One (1) objection was filed by a Settlement Class Member. The Court has considered the objection and finds the objection does not warrant denial of the Settlement. The objection is hereby overruled in all respects. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

EXECUTION

16. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and the terms of the Settlement Agreement.

17. Pursuant to the terms of the Settlement Agreement, Defendant, the Claims Administrator, and Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

18. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

19. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release their claims against the Released Parties.

CLASS REPRESENTATIVES AND SERVICE AWARDS

20. The Court grants final approval to the appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

21. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representatives in the amount of \$4,000.00 each as a Service Award, for a total of \$24,000.00. The Service Awards are fair and reasonable and do not appear to be the result of collusion. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

SETTLEMENT CLASS COUNSEL AND ATTORNEYS' FEES AND COSTS

22. The Court grants final approval to the appointment of Kenneth Grunfeld of Kopelowitz Ostrow, P.A., as Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

23. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees in the amount of \$966,666.66 and expenses in the amount of \$9,516.05. Payment shall be made pursuant to the terms of the Settlement Agreement.

FINALITY, JURISDICTION AND JUDGMENT

24. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order.

25. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

26. Without affecting the finality of this Final Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

27. This Order resolves all claims against all Parties in this action and is a final order and judgment.

28. The matter is hereby dismissed with prejudice and without costs, except as provided in the Settlement Agreement.

IT IS SO ORDERED.

Enter:

/s/ Richard D. Raspallo
Associate Justice

By Order:

/s/ Rachel-Lyn Longo
Deputy I Clerk

February 26, 2026

Dated: _____

SUBMITTED BY:

KOPELOWITZ OSTROW P.A.



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Exhibit 1

Exclusion Requests			
Case No. KC-2024-1172 (State of Rhode Island Superior Court, Kent County)			
<i>Lavoie-Soria et al. v. Orthopedics Rhode Island, Inc</i>			
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	John Dorsey for Alicia Bergeron	RI	10/28/2025
5	Samuel Riffle	RI	10/29/2025
6	Ronald Joseph	RI	10/31/2025
7	Dayle Joseph	RI	10/31/2025
8	Erin Murphy	FL	11/4/2025
9	Katie Reh	RI	11/17/2025
10	Dorothy Famolare	RI	11/18/2025
11	Stephen Hyle	NH	12/10/2025
12	Stephen Chaffee for Marion Chaffee	RI	12/28/2025