

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

CAROLINE EDRI, BELLE DE SANTIAGO,
and **ANAMARI LAURENTZ**, on behalf of
themselves all others similarly situated,

Plaintiffs,

-against-
**ADVANCED RECOVERY EQUIPMENT AND
SUPPLIES, LLC,**

Defendant.

Index No. 529489/2024

CLASS ACTION

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on the Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between the proposed Class Representatives and Defendant. The Settlement Agreement with accompanying exhibits is attached as Exhibit 1 to the Memorandum in Support of the Motion.

In or around June 27 and July 28, 2023, Defendant experienced a Data Security Incident in which unauthorized actors gained access to its network and computer systems. Following the filing of several complaints by the proposed Class Representatives, their claims were consolidated and brought in a Consolidated Class Action Complaint filed on June 17, 2025, against Defendant in the Supreme Court of the State of New York for Kings County. The Consolidated Complaint asserts several causes of action, all of which allegedly arise from the Data Security Incident. Specifically, the Consolidated Complaint alleges that Defendant failed to properly secure personal identifiable information, which resulted in the unauthorized disclosure of Plaintiffs' and other individuals' Private Information. Defendant denies any wrongdoing.

The Parties, through their respective counsel, have entered into a Settlement Agreement

following months of good-faith, arm's-length negotiations. The Parties have agreed to settle this Litigation, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in the dismissal of the Litigation with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that the Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to NYS CPLR § 901 *et seq.*, the Court provisionally certifies a Settlement Class in this matter, which is defined as follows:

All persons residing in the United States whose PII was compromised in the Data Security Incident announced by Advanced Recovery in or around August 2024.

Excluded from the Settlement Class are: (1) any entity in which Advanced Recovery has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Advanced Recovery. Excluded also from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class members; (d) proposed Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as proposed Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law

or fact common to proposed Class Representatives predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Class Representatives and Settlement Class Counsel:** Caroline Edri, Belle De Santiago, Anamari Laurentz, and Kerton Lemaine are hereby provisionally designated and appointed as Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore will be adequate Class Representatives.

The Court also finds Plaintiffs' counsel is experienced and adequate and is hereby provisionally designated as Class Counsel: Tyler J. Bean of Siri & Glimstad LLP, A. Brooke Murphy of Murphy Law Firm, Gary Klinger of Milberg, PLLC, and Jeff Ostrow of Kopelowitz Ostrow P.A.

3. **Preliminary Settlement Approval:** Upon preliminary review, the Court concludes and finds that the proposed settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction:** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Kings County and Defendant conducts substantial business throughout Kings County.

5. **Final Approval Hearing:** A Final Approval Hearing shall be held on _____, 2026, at _____ a.m./p.m. in the Supreme Court of the State of New York for Kings County, or remotely if so set by the Court, to determine, among other things, whether: (a) this matter should

be finally certified as a class action for settlement purposes pursuant to NYS CPLR § 901(a), *et seq.*; (b) the settlement should be finally approved as fair, reasonable, and adequate pursuant to NYS CPLR § 901(a), *et seq.*; (c) the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement; (d) Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (e) the motion for final approval, Fee and Expense Application, and Service Awards should be granted.

A motion for final approval of the Settlement and Fee and Expense Application shall be filed with the Court fourteen (14) days before the Objection and Exclusion Deadline.

6. **Administration:** The Court appoints RG/2 Claims Administration, LLC as the Settlement Administrator, with responsibility for Notice and Settlement Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All Notice and Settlement Administration costs shall be paid by Defendant.

7. **Notice to the Class:** The proposed Notice Plan set forth in the Settlement Agreement, including the Short-Form Notice, Long-Form Notice, and the Claim Form attached to the Settlement Agreement as Exhibits A, B, and C satisfy the requirements of NYS CPLR § 904, *et. seq.*, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Settlement Agreement.

By 30 days following Preliminary Approval, the Settlement Administrator shall complete the Notice Plan in the manner set forth in the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice:** The Court finds that the form content, and method of giving Notice to the Settlement Class as described in the Settlement

(including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action; the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object or opt-out from the proposed Settlement and other rights under the terms of the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive Notice. As such, the Court concludes that the Notice Plan meets all applicable requirements of law and the Due Process Clause(s) of the New York and United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. Exclusion from Class: Each Settlement Class member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

Within ten (10) days after the Objection and Exclusion Deadline, the Settlement Administrator shall furnish to Class Counsel and Defendant's counsel a written list of all timely and valid requests for exclusion.

Any Settlement Class Member who does not timely and validly opt-out of the Settlement shall be bound by the terms of the Settlement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt-out of the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not

limited to the Release set forth in the Final Approval Order including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement. All Settlement Class Members who submit valid and timely requests to opt-out of the Settlement shall not be entitled to receive any benefits of the Settlement.

10. Objections and Appearances: A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement or the Fee and Expenses Application.

Each Settlement Class Member desiring to object shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) his/her full name, address, and current telephone number; (ii) the name and number of this case; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (v) whether the objector intends to appear at the Final Approval Hearing; and (vi) the objector's wet signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, no later than 60 days after the

Notice Date and served concurrently therewith on Class Counsel and counsel for Defendant.

Any Settlement Class Member who fails to comply with the requirements for objecting in the Settlement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement or the Fee and Expense Application.

If a Final Approval Order is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement or Fee and Expense Application.

11. Claims Process and Distribution and Allocation Plan: Class Counsel and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of settlement consideration according to the terms of the Settlement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form.

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

12. Termination of Settlement: This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement. In such event, the Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

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

14. Stay of Proceedings: Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

