

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

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| HERMAN RAGLAND |) | CASE NO. CV-23-990433 |
| |) | |
| Plaintiff, |) | JUDGE MICHAEL P. SHAUGHNESSY |
| |) | |
| v. |) | |
| |) | <u>ORDER GRANTING</u> |
| WORKSTEPS, INC. |) | <u>PRELIMINARY APPROVAL OF</u> |
| |) | <u>SETTLEMENT</u> |
| Defendant. |) | |
| |) | |

WHEREAS, the Court has been advised that parties to this action, Plaintiff Herman Ragland (“Plaintiff”) and Defendant WorkSTEPS, Inc. (“WSI”) (“collectively “the Parties”), have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle the claims asserted by Mr. Ragland, individually and on behalf of a putative class, against WSI. The terms and conditions of the proposed settlement are set forth in the Settlement Agreement and Release (the “Agreement”), which has been filed with the Court as an attachment to Mr. Ragland’s Motion for Preliminary Approval of Class Action Settlement, as **Exhibit A**.

Based upon the Agreement and all of the files, records, pleadings, motions, and proceedings herein, it appearing to the Court that upon preliminary examination that the Agreement and settlement appear fair, reasonable, and adequate, and that a hearing should and will be held after notice to the Settlement Class members to confirm that the Agreement and settlement are fair, reasonable, and adequate, and to determine whether a Final Approval Order and Final Judgment should be entered in this Action based upon the Agreement;

IT IS HEREBY ORDERED THAT:

1. The Agreement and the settlement contained therein are preliminarily approved as fair, reasonable, and adequate.

2. The "Settlement Class" means a class, certified for settlement purposes only pursuant to Ohio Rule of Civil Procedure 23(B)(3), defined as:

Any individual who purchased a CPAP machine from WSI between January 1, 2022, and December 31, 2024, by making an initial down payment and three subsequent monthly payments.

3. The Settlement Class consisting of 322 potential Class Members is so numerous that joinder of all members is impracticable. There are questions of law or fact common to the Settlement Class. The claims of Mr. Ragland are typical of the claims of the Settlement Class. Mr. Ragland will fairly and adequately protect the interests of the Settlement Class. The questions of law or fact common to the members of the Settlement Class predominate over the questions affecting only individual members. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy. The Court finds that Mr. Ragland is an adequate representative of the Settlement Class. Mr. Ragland is hereby approved as the representative of the Settlement Class for the purposes of implementing the settlement in accordance with the Agreement, and Ronald I. Frederick is appointed as counsel for the Settlement Class ("Class Counsel").
4. The Class Notice is approved, substantially in the form attached as Exhibit 1 to the Settlement Agreement which is attached as Exhibit A to the Motion for Preliminary Approval of Class Action Settlement. The Class Notice shall be considered to be an order of the Court, and the dates set forth therein shall govern this case and the Settlement Class, unless otherwise modified.
5. Pursuant to the Agreement, no later than thirty (30) days after the entry of this Order, WSI is hereby directed to prepare a Class List from its records and disseminate Class Notice to each Settlement Class Member. Exhibit 1.

6. The mailing of the Class Notice as directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Settlement Class.
7. Any member of the Settlement Class who is not excluded from the Settlement Class and who intends to object to the fairness of the settlement reached under the Agreement must, **within 60 days of the Notice Date**, file an objection with the Court, which provides the information described in the Class Notice and Settlement Agreement, and provide copies of the objection to the WSI at the address specified in the Class Notice; to WSI's counsel, Benjamin M. Fiechter, Stoll Keenon Ogden, PLLC, 300 West Vine Street, Suite 2000, Lexington, KY 40507; and to Class Counsel, Ronald I. Frederick, Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119.
8. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear and argue at the Final Approval Hearing. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who have submitted an objection in compliance with this with the requirements stated in the Class Notice.
9. Any Settlement Class Member who does not file a timely written objection in compliance with this Order, or who fails to otherwise comply with the requirements of this Order relating to objections, (1) shall be deemed to have waived any such objection with the objection not being considered by the Court, (2) will not be heard during the Final Approval Hearing, and (3) shall be foreclosed from seeking any adjudication or review of the

settlement reached under the Agreement and preliminary approved herein by appeal or otherwise.

10. Any Settlement Class Member who wishes to be excluded from the Settlement Class must **within 60 days of the Notice Date**, send a request for exclusion to: WSI's counsel, Benjamin M. Fiechter, Stoll Keenon Ogden, PLLC, 300 West Vine Street, Suite 2000, Lexington, KY 40507; and to Class Counsel, Ronald I. Frederick, Frederick & Berler, LLC, 767 E. 185th Street, Cleveland, Ohio 44119, in compliance with the requirements stated in the Class Notice.
11. Any Settlement Class Member who fails to submit a timely and complete request for exclusion to the WSI, counsel for WSI, and Class Counsel in compliance with this Order shall be subject to and bound by settlement reached under the Agreement and every order or judgment entered by the Court relating to the settlement reached under the Agreement. Any communications from a Settlement Class Member (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself or herself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good-faith evaluation regarding the intent. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be resolved by the Court.
12. WSI shall maintain a list of all requests for exclusion and shall report the names and addresses of all such persons requesting exclusion to the Court, counsel for WSI and Class Counsel **no later than seven (7) days prior to the Final Approval Hearing**. The list of persons deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Approval Order.

13. All such persons for whom a proper request for exclusion has been served upon the counsel for WSI and Class Counsel shall not be Participating Class Members and shall have no rights with respect to the settlement and no interest in the relief provided under the Agreement.
14. All discovery and other pretrial proceedings in this action relating to the claims subject to the settlement reached under the Agreement are stayed and suspended until further order of this Court except such actions as may be necessary to implement the Agreement and this Order.
15. A hearing (the "Final Approval Hearing") shall be held on **August 11, 2026**, at **10:00am**, to determine whether the proposed settlement reached under the Agreement is fair, reasonable, and adequate and should be approved. The parties' respective briefs and supporting papers in support of the proposed settlement and for attorneys' fees by Class Counsel shall be filed on or before **August 4, 2026**.
16. The Final Approval Hearing will be limited to argument by counsel for the Parties and argument by any objector or objector's counsel who has submitted an objection in compliance with this Preliminary Approval Order. No witness testimony will be allowed, nor will evidence be considered by the Court other than evidence submitted at or prior to the Final Approval Hearing in the form of sworn affidavits. After the Final Hearing, the Court may enter a Final Approval Order and Final Judgment in accordance with the Agreement that will adjudicate the rights of all Participating Class Members.
17. If the proposed settlement as provided in the Agreement is not finally approved by the Court, if for any reason the Parties fail to obtain a Final Approval Order and Final Judgment as contemplated in the Agreement, or if the Agreement is otherwise terminated pursuant to

its terms, then the Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purpose. In such event, the Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of all parties thereto, who shall be restored to their respective positions immediately prior to the execution of the Agreement.

18. In sum, the dates for performance are as follows:

Class Notice Mailed By: 30 days from the date of this Order
Requests for Exclusion Received by: 60 days from the date of Notice
Filing and Receipt of Objections: 60 days from the date of Notice
Final Approval Submissions: No later than 7 days prior to final hearing
Final Approval Hearing: **August 11, 2026 at 10:00am – Courtroom 16-C**

IT IS SO ORDERED.

DATED: April 21, 2026



JUDGE MICHAEL P. SHAUGHNESSY