

**STATE OF NEW HAMPSHIRE  
HILLSBOROUGH SUPERIOR COURT — NORTHERN DISTRICT**

**ALAN BRANSON and HELENA  
PHILLIPS, individually and on behalf of  
all others similarly situated,  
Plaintiffs,**

**v.  
CONCORD HOSPITAL, INC.,  
CONCORD HOSPITAL – LACONIA,  
CONCORD HOSPITAL – FRANKLIN,  
and CAPITAL REGION HEALTHCARE  
CORPORATION,  
Defendants.**

**Case No. 217-2024-CV-00295**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Motion attaches and incorporates a Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) that, together with the exhibits thereto, sets forth the terms and conditions for the settlement of claims, on a classwide basis, against Defendants Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, and Capital Region Healthcare Corporation (collectively, “Concord” or “Defendants,” and, along with Plaintiffs, the “Parties”).

Having carefully 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, and the Court determining that it likely will be able to approve the Settlement as fair, reasonable, and adequate under the Rules of the Superior Court of the State of New Hampshire, that it will likely be able to certify a class for purposes of judgment on the Settlement, and that the proposed plan of notice (the “Notice Program”) to the Settlement Classes is the best notice practicable under the circumstances and consistent with the requirements of due process, and that a hearing should and will be held after notice to the Settlement Classes to confirm that the Settlement is fair,

reasonable, and adequate, and to determine whether this Court should enter a judgment approving the Settlement and an order of dismissal of this action based upon the Settlement,

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.

2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties and the members of the Settlement Classes.

### **PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT**

3. The Court finds that, subject to the Final Approval Hearing, the Court will likely be able to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Classes. The Court further finds that the Settlement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Classes, especially considering the risks and delay of continued litigation. The Court also finds that the Settlement Agreement: (1) is the result of arm's-length negotiations involving experienced counsel, with the assistance of a mediator; (2) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to the Settlement Classes; (3) meets all applicable requirements of law, including the Rules of the Superior Court of the State of New Hampshire; and (4) is not a finding or admission of liability by Concord.

### **CERTIFICATION OF THE SETTLEMENT CLASSES**

4. Under the Rules of the Superior Court of the State of New Hampshire, and solely for purposes of judgment on the proposed Settlement, the Court preliminarily approves the following Settlement Classes:

(i) All individuals whose telecommunications were allegedly intercepted by Google and/or Geonetric while using the Concord Web Properties between

May 9, 2021 and the date of this Preliminary Approval Order; and (ii) all individuals whose Protected Health Information may have been disclosed to Google, Geonetric, or other online tracking technology while using the Concord Web Properties between May 9, 2021 and the date of this Preliminary Approval Order.

5. Excluded from the Settlement Classes are (1) Defendants, their officers and directors; (2) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (3) any judges assigned to this case and their staff and family.

6. All Persons who are members of the Settlement Classes who have not submitted a timely request for exclusion are referred to collectively as “Settlement Class Members” or individually as a “Settlement Class Member.”

7. For purposes of settlement only, the Court finds that it will likely be able to certify the Settlement Classes under Rule 16(a) of the Rules of the Superior Court of the State of New Hampshire, as the prerequisites thereunder have been met, including (1) that the Settlement Classes are so numerous that joinder of all members is impracticable; (2) that there are questions of law and fact common to members of the Settlement Classes that predominate over questions affecting only individual members (e.g., whether Concord used third-party Website Pixels on Concord Web Properties to intercept communications and/or disclose Protected Health Information without consent in a manner that violated the New Hampshire Wiretapping and Electronic Surveillance Act and the New Hampshire Patient Privacy Law, and whether Plaintiffs and the Settlement Class Members are entitled to damages); (3) that Plaintiffs’ claims are typical of the claims of the Settlement Classes; (4) that Plaintiffs will fairly and adequately protect the interests of the Settlement Classes; (5) that a settlement class action is a superior method of fairly and efficiently adjudicating this Action; and (6) that Class Counsel will fairly and adequately represent the interests of the Settlement Classes.

8. Under Rule 16, and for settlement purposes only, Plaintiffs Alan Branson and Helena Phillips are hereby appointed Class Representatives and the following is hereby appointed as Class Counsel: Carney Bates & Pulliam, PLLC.

9. The Court finds that the above attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs will adequately protect the interests of the Settlement Classes defined above.

#### **NOTICE AND ADMINISTRATION**

10. The Court directs the Settlement Administrator, Simpluris, Inc., to perform the functions and duties set forth in the Settlement Agreement—including providing notice to the Settlement Class and administering distributions from the Settlement Fund—and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement.

11. The Court has carefully considered the forms and methods of notice to the Settlement Classes set forth in the Settlement (“Notice Program”). The Court finds that the Notice Program is reasonably calculated to apprise members of the Settlement Classes of the pendency of this action, the terms of the Settlement, and the right to object to the Settlement and to exclude themselves from the Settlement Classes. The Court finds that the Notice Program constitutes the best notice practicable under the circumstances and fully satisfies the requirements of the Rules of the Superior Court of the State of New Hampshire, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members. The Court further finds that the Notice Program constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of due process. Accordingly, the

Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

12. The Court hereby approves the Notice Program and the form, content, and requirements of the Email Notice, i.e. Short Form Notice, attached as Exhibit A to the Settlement Agreement; the Long Form Notice, attached as Exhibit B to the Settlement Agreement; the Digital Publication Notice to be developed and implemented by the Settlement Administrator in coordination with both Parties' counsel; and the Claim Form, attached as Exhibit E to the Settlement Agreement. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting, consistent with this Order.

13. The Settlement Administrator shall cause the Notice Program to be executed within thirty (30) days following the entry of this Order (the "Notice Deadline"). Class Counsel, prior to the Final Approval Hearing, shall file with the Court a declaration executed by the Settlement Administrator attesting to the timely completion of the Notice Program. The Settlement Administrator shall maintain the Settlement Website to provide full information about the Settlement.

#### **CLAIMS PROCESS, DISTRIBUTION AND REQUESTS FOR EXCLUSIONS**

14. Settlement Class Members who wish to receive a settlement payment must submit a valid Claim Form to the Settlement Administrator postmarked or submitted electronically no later than the Claims Deadline, which is sixty (60) days after the Notice Date. The Claim Form shall be made available on the Settlement Website and may be submitted electronically through the Settlement Website or by mail to the Settlement Administrator. The Settlement Fund of \$800,000 shall be distributed on a pro rata basis to all Settlement Class Members who submit a

valid Claim Form by the Claims Deadline and who do not exclude themselves from the Settlement.

15. The Settlement Administrator shall review all submitted Claim Forms for completeness and validity. If a Claim Form is deficient, the Settlement Administrator shall notify the claimant within fourteen (14) days of receipt and provide the claimant fourteen (14) days to cure the deficiency. Claim Forms that remain deficient after the cure period shall be denied. The Settlement Administrator shall notify any claimant whose Claim Form is denied and provide the reason for such denial. The Settlement Administrator shall verify the eligibility of Settlement Class Members using the Settlement Class List provided by Defendants and shall employ reasonable procedures to screen for abuse and fraud.

16. Each and every member of the Settlement Classes shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement, unless such person requests exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

17. A member of the Settlement Classes wishing to request exclusion (or “opt-out”) from the Settlement shall mail a request for exclusion to the Settlement Administrator. The request for exclusion must be in writing, must be mailed to the Settlement Administrator at the address specified in the Notice, must be postmarked no later than sixty (60) days after the Notice Deadline, must include the name and number of the case, and must clearly state the Settlement Class Member’s desire to be excluded from the Settlement Classes, as well as the Settlement Class Member’s name, address, and signature. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above. No member of the Settlement Classes, or any person acting on behalf of or in concert or in participation with a member of the Settlement Classes, may request exclusion of any other member of the Settlement

Classes from the Settlement.

18. Members of the Settlement Classes who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against Concord.

19. All members of the Settlement Classes who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final Approval Order and Judgment even if they have previously initiated or subsequently initiate individual litigation or any other proceedings against Concord.

20. The Settlement Administrator shall promptly provide all Parties with copies of any exclusion requests, and Plaintiffs shall file a list of all persons who have validly opted out of the Settlement with the Court prior to the Final Approval Hearing.

#### **APPEARANCES AND OBJECTIONS**

21. Any member of the Settlement Classes who does not file a timely request for exclusion, but who wishes to object to approval of the proposed Settlement, to the award of attorneys' fees and litigation expenses, or to the Service Awards to the Class Representatives must file with the Court a written statement (along with any supporting papers), postmarked or filed on or before sixty (60) days after the Notice Deadline, that includes: a caption or title that identifies it as "Objection to Class Settlement in *Branson & Phillips v. Concord Hospital Inc. et al.*, Case No. 217-2024-CV-00295"; the Settlement Class Member's name and address; all grounds for the objection, including all citations to legal authority and evidence supporting the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); a statement indicating whether the

objector intends to appear at the Final Approval Hearing (either personally or through counsel); a list of all class action settlements to which the objector has lodged an objection in the last five years; and the objector's handwritten or electronically imaged written signature.

22. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement or the Final Approval Order and Judgment shall be pursuant to applicable appellate procedures and not through a collateral attack.

23. A Settlement Class Member who has timely filed a written objection stating the Settlement Class Member's intention to appear at the Final Approval Hearing as set forth above may appear at the Final Approval Hearing in person or through counsel to be heard orally regarding his or her objection. It is not necessary, however, for a Settlement Class Member who has filed a timely objection to appear at the Final Approval Hearing. No Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement and/or the request for attorneys' fees and litigation expenses and/or the request for a Service Award to each of the Class Representatives will be heard unless that Settlement Class Member has filed a timely written objection as set forth above, including a statement that the Settlement Class Member intends to appear at the Final Approval Hearing. No non-party, including members of the Settlement Classes who have timely opted out of the Settlement, will be heard at the Final Approval Hearing.

24. Any Settlement Class Member who does not make an objection to the Settlement in the manner provided herein shall be deemed to have waived and forfeited any and all rights he



or she may have to object, appear, present witness testimony, and/or submit evidence; shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; shall be precluded from seeking review of the Settlement by appeal or other means; and shall be bound by all terms of the Settlement and by all proceedings, orders, and judgments in the Action.

### **FINAL APPROVAL HEARING**

25. The Final Approval Hearing is hereby scheduled to be held before this Court on October 27, 2026, at 9:00 AM but no earlier than one hundred and twenty (120) days after the entry of this Preliminary Approval Order, for the following purposes: (1) to finally determine whether the applicable prerequisites for settlement class action treatment under the Rules of the Superior Court of the State of New Hampshire are met; (2) to determine whether the Settlement is fair, reasonable, and adequate, and should be given final approval by the Court; (3) to determine whether the judgment as provided under the Settlement Agreement should be entered; (4) to consider the application for an award of attorneys' fees and litigation expenses of Class Counsel; (5) to consider the application for a Service Award to each of the Class Representatives; (6) to consider the distribution of the Settlement benefits under the terms of the Settlement Agreement; and (7) to rule upon such other matters as the Court may deem appropriate.

26. On or before thirty (30) days after the Notice Deadline, Class Counsel shall file any application for attorneys' fees and expenses and Service Awards to the Class Representatives (the "Fee Petition"). Defendants may, but are not required to, file a response to Class Counsel's Fee Petition with the Court no later than twenty-one (21) days before the Final Approval Hearing. Class Counsel may file a reply in support of their Fee Petition with the Court no later than fourteen (14) days before the Final Approval Hearing.

27. On or before thirty (30) days after the Notice Deadline, Plaintiffs shall file papers in support of final approval of the settlement. Papers in response to any objections shall be filed no later than fourteen (14) days before the Final Approval Hearing.

28. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Classes. At, or following, the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.

29. For clarity, the deadlines the Parties and members of the Settlement Class shall adhere to are as follows:

| EVENT                                 | DATE                                                      |
|---------------------------------------|-----------------------------------------------------------|
| Notice Deadline                       | 30 days after Preliminary Approval                        |
| Class Counsel's Fee Petition          | 30 days after the Notice Deadline                         |
| Plaintiffs' Motion for Final Approval | 30 days after the Notice Deadline                         |
| Opt-Out/Objection Deadline            | 60 days after the Notice Deadline                         |
| Claims Deadline                       | 60 days after the Notice Deadline                         |
| Final Approval Hearing                | No earlier than 120 days after Preliminary Approval Order |

30. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

## **FURTHER MATTERS**

31. All discovery and other pretrial proceedings in the Action as between the Plaintiffs and Concord are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement and this Order.

32. In order to protect its jurisdiction to consider the fairness of the Settlement and to enter a Final Approval Order and Judgment having binding effect on all Settlement Class Members, the Court hereby enjoins all members of the Settlement Classes, and anyone who acts or purports to act on their behalf, from pursuing or continuing to pursue all other proceedings in any court or any other proceeding that seeks to address Releasing Parties' or any Settlement Class Member's rights or claims relating to, or arising out of, any of the Released Claims.

33. The Settlement does not constitute an admission, concession, or indication by the Parties of the validity of any claims or defenses in the Action or of any liability, fault, or wrongdoing of any kind by Concord, which vigorously denies all of the claims and allegations raised in the Action.

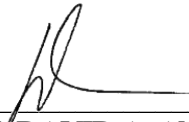
34. In the event that the Settlement is terminated under the terms of the Settlement, or if for any reason whatsoever the approval of it does not become final and no longer subject to appeal, then: (1) the Settlement shall be null and void, including any provisions related to the award of attorneys' fees and litigation expenses, shall have no further force and effect with respect to any party in this Action, and may not be referred to or used as evidence or for any other purpose whatsoever in the Action or any other action or proceeding; (2) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner of or for any purpose in any

subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement that would ordinarily be discoverable but for the attempted settlement; (3) this Order shall be vacated and of no further force or effect whatsoever, as if it had never been entered; and (4) any party may elect to move the Court to implement the provisions of this paragraph, and none of the non-moving parties (or their counsel) shall oppose any such motion. This Order shall not be construed or used to show that certification of one or more classes would or would not be appropriate if the Action were to be litigated rather than settled.

35. The Court retains Jurisdiction to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Classes.

**IT IS SO ORDERED.**

Dated: June 12, 2026, 20  

  
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HON. DAVID A. ANDERSON

Clerk's Notice of Decision  
Document Sent to Parties  
on 06/12/2026