

**STATE OF NORTH CAROLINA  
COUNTY OF MOORE**

**IN THE GENERAL CLERK OF SUPERIOR COURT  
MOORE COUNTY**

CHRISTINE COX, individually and on behalf of all others similarly situated,

Plaintiff,

v.

MARLBORO-CHESTERFIELD  
PATHOLOGY, P.C.,  
Defendant.

**FILE NUMBER: 25CV001289-620**

**[PROPOSED] ORDER GRANTING  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT INCLUDING  
CONDITIONAL CERTIFICATION OF  
SETTLEMENT CLASS**

THIS MATTER came on before the undersigned Superior Court Judge designated pursuant to N.C. Gen. Stat. § 7A-47.3(e) and Local Rule 6.1, on Plaintiffs' Unopposed Motion for Certification of Settlement Class and Preliminary Approval of Class Settlement. Plaintiff, individually, and on behalf of the proposed Settlement Class, and Defendant, Marlboro – Chesterfield Pathology, P.C. ("MCP" or "Defendant") (collectively, the "Parties") have entered into a Settlement Agreement that, if approved, settles this Litigation. The Court conducted a hearing on this Motion on May 11, 2026.

Based upon the arguments of the Parties, and the Court's review of these matters, this Court, in its discretion, grants the Motion, certifies a Settlement Class, and preliminarily concludes that the proposed Settlement Agreement is fair, reasonable, and adequate. Specifically, this Court finds that:

1. Plaintiff filed the present Class Action Complaint against the Defendant on June 4, 2025. The Plaintiff's Class Action Complaint asserted claims for (1) Negligence, (2) Negligence Per Se, (3) Breach Of Contract, (4) Breach Of Implied Contract, (5) Unjust Enrichment, (6) Breach Of Fiduciary Duty, and (7) Declaratory Judgment. The Complaint alleged that Plaintiff brought

this class action lawsuit against Defendant due to its failure to properly secure and safeguard sensitive and confidential personally identifiable information (“PII”), including names, dates of birth, Social Security numbers and protected health information. The Complaint alleged that Defendant’s wrongful disclosure has harmed Plaintiff and the Classes, which include approximately 235,000 people.

2. The Parties, through their counsel, have entered into a Settlement Agreement following 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 proposed Settlement Agreement. If approved, the proposed Settlement Agreement will result in the dismissal of the Litigation with prejudice and bar the claims of the Named Plaintiffs and Settlement Class arising out of the Litigation.
3. The Settlement Agreement, including the Long Form Notice, the Claim Form, the appointment of Christine Cox as the Class Representative, the appointment of Class Counsel for Plaintiffs and the Settlement Class, and the approval of Kroll as the Settlement Administrator, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.
4. For settlement purposes only, the Court preliminarily and conditionally certifies the following Settlement Class:

All persons whose Personal Information was maintained on Defendant’s systems that were compromised as a result of the breach announced by Defendant on or around May 22, 2025.

5. The settlement includes approximately 235,000 individuals. Excluded from the Settlement

Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

6. Based on the information provided, the Court conditionally finds, for settlement purposes only that: (a) the Settlement Class is ascertainable; it consists of roughly 235,000 Class Members satisfying numerosity; (b) there are common questions of law and fact including whether Defendant was negligent due to its failure to properly secure and safeguard sensitive and confidential personally identifiable information ("PII"), including names, dates of birth, Social Security numbers and protected health information, and that these common question of law or fact will predominate over any questions affecting only individual Class Members, satisfying commonality; (c) the claims or defenses of the proposed Class Representatives' claims are typical of the claims or defenses of the Settlement Class; (d) the Named Plaintiff will fairly and adequately protect the interests of the Settlement Class as the Class Representative; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
7. The Court provisionally appoints Christine Cox as the Class Representative. The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives.
8. The Court provisionally finds that Paul Doolittle of Poulin Willey Anastopoulo, LLC, is experienced and adequate Class Counsel and is hereby designated as "Class Counsel." All costs and attorneys' fees incurred by Class Counsel and finally approved by this Court shall be paid

as established in the Settlement Agreement.

9. The Court appoints Kroll as the Settlement Administrator with the responsibility for the Plan of Notice and claims administration activities that are necessary to fulfill the duties set forth in the Settlement Agreement.
10. A Final Approval Hearing shall be held before the Court on August 10, 2026 at 10:00 a.m. for the following purposes:
  - a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
  - b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
  - c. To determine whether the Notice provided was appropriate;
  - d. To determine whether the Settlement benefits are fair, reasonable, and adequate; and,
  - e. to rule upon such other matters as the Court may deem appropriate.
11. The Court approves, as to the form and content, the Notice. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the Notice substantially in the form as presented in the exhibits to the Motion for Certification of Settlement Class and Preliminary Approval of Class Settlement, and finds that such plan for providing notice meets the requirements of N.C. Gen. Stat. § 1A-1, Rule 23 and due process, constitute reasonable notice of the commencement of this Litigation and of the terms of the Proposed Class Action Settlement, and shall constitute due and efficient notice to all persons entitled to notice. Nonmaterial modifications to these documents may be made without further order of the Court.

12. The Court further finds that the form, content, and method of giving notice to the Settlement Class as described in this Order and the Settlement Agreement (including its exhibits) constitutes reasonable notice and meets all applicable requirements of due process. Specifically, the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Moreover, the Notice is clear and straightforward, apprising Settlement Class Members of the pendency of the Litigation, the essential terms of the Settlement, the definition of the Settlement Class, the options available to a Member of the Settlement Class and the deadlines for taking action, explains procedures for making claims, objections or requesting exclusion, discloses the requested attorney’s fees, costs, expenses, and Class Representatives requested Service Awards, describes the date, time, and place of the Final Approval Hearing, and prominently displays the address and phone number of Settlement Class Counsel.

13. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the Plan of Notice, settlement administration, claims processing, and other execution of the proposed Settlement:

<b>From Order Granting Preliminary Approval</b>	
Defendant provides list of Class Members to the Settlement Administrator	+7 days after Preliminary Approval Order
Long Notice Posted on the Settlement Website	Upon Notice Date
Notice Date	+30 days after Preliminary Approval Order
Notice Completion Date	+60 days after Notice Program commences

Class Counsel's Final Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	-14 days before the Opt Out and Objection Deadlines
Objection Deadline	+60 days after Notice Date
Opt Out Deadline	+60 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	Before Final Approval Hearing
Claims Deadline	+60 days after Notice Program commences
<b>Final Approval Hearing</b>	August 10, 2026
Motion for Final Approval	-15 days from the Final Approval Hearing
From Order Granting Final Approval	
Effective Date	If no objections -> Day after Final Approval Order is entered  If objections but no appeals -> 30 days after Final Approval Order  If appeals -> Effective on earlier of: *30 days after appellate affirmance, or *30 days after dismissal of appeal
Payment of Class Counsel's Attorneys' Fees and Expenses and Class Representative Service Awards	+10 days after effective date
Payment of Claims to Class Members	+25 days of Effective Date
Settlement Website Deactivation	+6 months after final approval

14. The Court further authorizes and directs the disclosure of the names and contact information for Members of the Settlement Class by CMP to Class Counsel and the Settlement

Administrator for purposes of providing Notice to the Settlement Class, providing appropriate information concerning the proposed Settlement Agreement to the Settlement Class, and allowing Members of the Settlement Class to object to the Settlement Agreement or Opt Out of the Settlement Class. The Court specifically finds that disclosure of the names and contact information for Members of the Settlement Class by Defendant is necessary for the proper administration of justice under N.C. Gen. Stat. § 8-53. The names and contact information so disclosed shall not be considered a public record, shall be disclosed only the Class Counsel and the Settlement Administrator, and shall be treated by Class Counsel and the Settlement Administrator as confidential and privileged information protected under North Carolina law. The Court further finds and orders that following transmission of this information, Defendant shall be relieved and otherwise absolved from any breach of confidentiality by Class Counsel or the Settlement Administrator. To the extent that this information, or any part of it, is required to be filed with the Court by any of the Parties, the Court directs that such information be filed under seal as confidential under § 8-53.

15. Any Settlement Class Member who wishes to be excluded from the Settlement Class must request to opt out of the proposed Settlement Class. All requests to opt out of the proposed Settlement Class must be received by the Settlement Administrator no later than sixty (60) days after the Notice Date. Any request to opt out of the Settlement should, to the extent possible, contain words or phrases such as “opt out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the Settlement, or be bound by the Settlement Agreement, or otherwise to be excluded from the Settlement Class, and the Settlement Class Member’s full legal name, address, and telephone or other contact information, and the signature of the Settlement Class Member. Opt Out Statements shall not be rejected simply

because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court or Class Counsel. Before the Final Approval Hearing, the Settlement Administrator will prepare a summary of the opt outs to be transmitted to the Settling Parties and filed with the Court under seal listing the Settlement Class Members who have opted out and including the total number of Settlement Class Members who have opted out. Settlement Class Members who seek to opt out shall receive no benefit or compensation under this Agreement.

16. Settlement Class Members may submit an objection to the proposed Settlement under Rule 23.

For an objection to be valid, it must be received by the Settlement Administrator, Class Counsel, or filed with the Court within sixty (60) days of the Notice Date and include each and all of the following:

- the objector's full name, address, telephone number, and e-mail address (if any);
- information identifying the objector as a Settlement Class Member;
- a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit;
- the identity of all lawyers (if any) representing the objector;
- the identity of all of the objector's lawyers (if any) who will appear at the Final Approval Hearing;
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

Any objection failing to include the requirements expressed above will be deemed to be

invalid. The Court, in its discretion, may consider the grounds for such objection even if the objection is invalid.

17. Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to comment on the fairness, reasonableness, or adequacy of the Settlement, or Class Counsel's Fees, costs, expenses, and/or Service Awards for Class Representatives.
18. Any Settlement Class Members who have not timely and validly excluded themselves from the Settlement Class shall be bound by the Settlement Agreement and all determinations and judgments in this Litigation concerning the Settlement Agreement.
19. Pending final determination of whether the Settlement Agreement should be approved, Named Plaintiffs and the Settlement Member Class are barred and enjoined from commencing or prosecuting any claims or otherwise asserting any claims related to the subject-matter of the Litigation against Defendant.
20. Class Representatives and Class Counsel have agreed with MCP that:
  - a. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 5 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 25 days of the invoice.
  - b. No later than 120 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.
  - c. Settlement Class Members will have a period of 60 days to select their form of payment

following such email from the Settlement Administrator. Paper checks must be negotiated within 60 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them.

- d. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

21. 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 Agreement, if the Settlement is not finally approved by the Court, or the Court's approval is reversed on appeal, or the Settlement Agreement is otherwise terminated. In such event, 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.

22. This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment 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

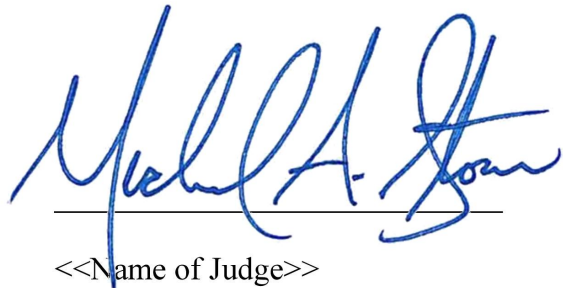
used as an admission, concession, or declaration by or against the Class Representatives or any Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim.

23. Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed pending the Final Approval Hearing.

IT IS SO ORDERED.

5/22/2026 9:25:48 AM

This \_\_\_\_\_ of 5/22/2026 of 20\_\_\_\_



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<<Name of Judge>>