

STATE OF NORTH CAROLINA  
NEW HANOVER COUNTY

In re Carolina Arthritis Associates  
Data Incident Litigation

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
25CV002250-640

**ORDER ON AMENDED UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**THIS MATTER** is before the Court following the 29 September 2025 filing of the *Amended Unopposed Motion for Preliminary Approval of Class Action Settlement* (the Motion). (ECF No. 75 [Mot.].) After review, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

1. **Preliminary Approval:** The Settlement Agreement,<sup>1</sup> including the proposed Notice Program and forms of Notice to the Settlement Class, the appointment of Plaintiffs Donna Johnson, April Jenkinson, Ronald Lewis, and Bernest Hewett as the Settlement Class Representatives, the appointment of Gary M. Klinger and A. Brooke Murphy as Class Counsel for Plaintiffs and the Settlement Class, the approval of Simpluris, Inc. as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are preliminarily determined, based on the record presently before the Court, to be fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

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<sup>1</sup> All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

2. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Settlement Class:

All individuals whose Private Information was accessed and/or acquired by an unauthorized party as a result of the Data Incident.

Specifically and expressly excluded from the Settlement Class are the Court (including specifically the Judge assigned to evaluate the fairness of this settlement), the officers and directors of Defendant, any governmental entity, all members of the Settlement Class who timely and validly request exclusion from the Settlement Class, and the immediate families of any excluded persons.

3. Based on the information provided, for the purposes of settlement only: the Settlement Class is ascertainable; it satisfies numerosity; there are common questions of law and fact, including issues related to data security and the nature and scope of the information potentially implicated in the Data Incident, also satisfying commonality; the proposed Settlement Class Representatives' claims are typical; the proposed Settlement Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Litigation.

4. The Court appoints Plaintiffs Donna Johnson, April Jenkinson, Ronald Lewis, and Bernest Hewett as the Class Representatives.

5. The Court appoints Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, LLC and A. Brooke Murphy of Murphy Law Firm as Class Counsel for the Settlement Class.

6. The Court appoints Simpluris, Inc. as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court on 10 March 2026 at 10:00 a.m., at the North Carolina Business Court, 1965 Wake Forest Road, Room 3205, Winston-Salem, North Carolina 27109 or by remote means, 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 Program conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Plaintiffs' Service Awards of \$2,500.00 each, and Class Counsel's Attorney's Fees and Costs should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,

g. To rule upon such other matters as the Court may deem appropriate.

8. The Court retains the power to, after further consideration and argument in the Final Approval Hearing, decide that the Settlement Agreement is unreasonable, unfair, or inadequate and thus, fail to give final approval of said Settlement Agreement

9. The Court approves the Notices, as to their form and content. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the Notices substantially in the form as presented in the exhibits to the Settlement, and finds that such Notice Program meets the requirements of North Carolina Rule of Civil Procedure 23(c) and due process, and is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons or entities entitled to notice.

10. The Court preliminarily approves the following timeline for the purposes of conducting the Notice Program, Settlement Administration, claims processing, and other execution of the proposed Settlement:

<u>From Order Granting Preliminary Approval</u>	
Defendant provides Class Member Information to the Settlement Administrator	17 November 2025
Notice Commencement Date	25 November 2025
Plaintiffs' Motion for Final Approval of the Settlement and Motion for Fees, Expenses, and Service Awards	23 January 2026
Objection Deadline	6 February 2026
Opt-Out Deadline	6 February 2026
Claims Deadline	23 February 2026

<b><u>Final Approval Hearing</u></b>	10 March 2026
<b><u>From Order Granting Final Approval</u></b>	
Effective Date	+33 days following entry of the Final Approval Order, assuming no appeal has been taken

11. In order to be a Valid Claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Commencement Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Postcard Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

12. Additionally, all requests to opt out or object to the proposed Settlement must be postmarked by or received by the Settlement Administrator no later than 30 days prior to the initially scheduled Final Approval Hearing. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

13. Persons who would otherwise be considered a member of the Settlement Class but for their decision to request exclusion from the proposed Settlement, may submit an objection to the proposed Settlement. For an objection to be considered by

the Court, the objector must submit the objection no later than the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, the objection must also set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (d) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (e) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

14. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the releases, including the Released Claims, provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement

Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to Defendant in this Litigation.

15. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

16. The Court retains authority to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and to consider all further requests or matters arising out of or connected with the proposed

Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

17. All other deadlines and proceedings in this Action, other than those necessary to effectuate the Settlement or comply with the terms of this Order, are hereby stayed pending further order of the Court.

**SO ORDERED**, this the 10th day of November, 2025.

/s/ Michael L. Robinson  
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Michael L. Robinson  
Chief Business Court Judge