

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
MASTER FILE NO. 25CV002700-310

*In re Hillcrest Convalescent Center  
Inc. Data Breach Litigation*

**PRELIMINARY APPROVAL ORDER**

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Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant Hillcrest Convalescent Center, Inc. ("Hillcrest" or "Defendant"). After reviewing Plaintiffs' Motion, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Agreement,<sup>1</sup> including the proposed Notice Program and forms of Notice to the Settlement Class, the appointment of Plaintiffs Nakia Brandon, and Tanita Eakins as the Settlement Class Representatives, the appointment of Mariya Weekes, A. Brooke Murphy, and Phillip J. Krzeski 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

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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.

fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

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

All living individuals in the United States whose Private Information was implicated in the Data Incident.

Excluded from the Settlement Class are the Court, 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 Judge assigned to evaluate the fairness of this settlement and their immediate family.

3. The Court also hereby preliminarily approves the Group 1 Settlement Subclass, consisting of all Settlement Class Members who had their Social Security Number(s) among the Private Information potentially impacted in the Data Incident, and the Group 2 Settlement Subclass, consisting of all Settlement Class Members who did not have their Social Security Number(s) among the Private Information potentially impacted in the Data Incident.

4. Based on the information provided, for the purposes of settlement only: the Settlement Class, and the Subclasses thereof, 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 Action.

5. The Court appoints Plaintiffs Nakia Brandon, and Tanita Eakins as the Class Representatives.

6. The Court appoints Mariya Weekes of Milberg PLLC, A. Brooke Murphy of Murphy Law Firm and Philip J. Krzeski of Chestnut Cambronne PA as Class Counsel for the Settlement Class.

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

8. A Final Approval Hearing shall be held before the Court on **August 24th, 2026** at 10:am, or as soon thereafter as the matter may be heard, 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 to each Plaintiff, 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.

9. The Court approves, as to the form and content of the Notices. 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 efficient 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:

**SETTLEMENT TIMELINE**

<b><u>From Order Granting Preliminary Approval</u></b>	
Defendant provides Class Member Information to the Settlement Administrator	+10 days after preliminary approval order
Notice Deadline	+30 days after preliminary approval order
Plaintiffs' Motion for Final Approval of the Settlement and Motion for Fees, Expenses, and Service Awards	-45 days before the initially scheduled Final Approval Hearing.
Objection Deadline	-60 days after Notice Deadline

Opt-Out Deadline	-60 days after Notice Deadline
Claim Form Deadline	-90 days after Notice Deadline
<b><u>Final Approval Hearing</u></b>	August 24, 2026
<b><u>From Order Granting Final Approval</u></b>	
Effective Date	+30 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 following the Notice Deadline. 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. Settlement Class Members may submit an objection to the proposed Settlement. For an objection to be considered by the Court, the objection must be

postmarked by or received by the Settlement Administrator no later than 30 days prior to the initially scheduled Final Approval Hearing, as specified in the Notice, and the relevant Settlement Class Member must not have opted out of the Settlement Class. 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 name of the proceedings; (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (g) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class

action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (g) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (h) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (k) 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 Action.

15. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Settlement Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant or the other Released Parties.

16. 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 Action 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 Action or the availability or lack of availability of any defense to the Released Claims.

17. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction 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.

IT IS SO ORDERED.

4/27/2026 4:18:08 PM



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Hon. Hoyt G. Tessener  
2.1 Superior Court Judge