

STATE OF NORTH CAROLINA  
ROBESON COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
CIVIL ACTION NO.: 24CVS003430-770

JULIANNA MCKENZIE, JUDITH  
HAMMONDS, AND RONNIE  
MCGRIFF, *ON BEHALF OF  
THEMSELVES AND ALL OTHERS  
SIMILARLY SITUATED,*

**Plaintiffs,**

v.

ROBESON HEALTH CARE  
CORPORATION,

**Defendant.**

FILED  
DATE: March 25, 2025  
TIME: 8:08:34 AM  
ROBESON COUNTY  
CLERK OF SUPERIOR COURT  
BY: A. Howell

**ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

The Court, having considered Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement ("Motion for Preliminary Approval"), the supporting Memorandum, the Parties' Settlement Agreement, the proposed Short Notice, Long Notice, and Claim Form, and being otherwise fully advised in the premises, finds and orders as follows:

**PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

1. The Settlement Agreement is fully incorporated here by reference. The Parties have moved the Court for an order approving the settlement of the Litigation in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Litigation with prejudice. The definitions used in the Settlement Agreement are adopted in this Preliminary Approval Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this Litigation, Plaintiffs, individually and on behalf of all others similarly situated, and Defendant Robeson Health Care Corporation (“RHCC” or “Defendant”).

3. Pursuant to North Carolina Rule of Civil Procedure 23 (“Civil Procedure Rule 23”), the Court finds that the Parties’ Settlement Agreement is fair, reasonable, and adequate and is within the range of possible approval, and was entered into after extensive, arm’s-length negotiations, such that it is hereby preliminary approved, and that notice of the settlement should be provided to the Settlement Class Members per the schedule set forth in the Settlement Agreement.

4. Pending the Final Fairness Hearing, all proceedings in the Litigation, other than proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Preliminary Approval Order, are hereby stayed.

### **CLASS CERTIFICATION**

5. For the purposes of settlement only, and pursuant to Civil Procedure Rule 23, the Court provisionally certifies the Settlement Class, defined as follows: “all individuals who were notified that their PII was potentially compromised in the February 2023 Data Breach.”

6. The Settlement Class specifically excludes: (i) Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any

person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

7. The Court provisionally finds, pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, that, for purposes of this settlement only: (1) a class exists with shared issues of law or fact that predominate over individual issues; (2) the named representatives are adequate representatives that will fairly and adequately represent the class, have no conflict of interest with the class and have a genuine personal interest in the outcome of the case; (3) class members are so numerous to make joinder impractical; (4) adequate notice can be given to the class; and (5) a class action is superior to individual actions.

#### **SETTLEMENT CLASS COUNSEL AND THE CLASS REPRESENTATIVES**

8. For the purposes of settlement only, Plaintiffs Julianna Mckenzie, Judith Hammonds, and Ronnie McGriff are hereby provisionally designated and appointed as the Class Representative. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class members, and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

9. For the purposes of settlement only, the Court finds that Milberg Coleman Bryson Phillips Grossman, PLLC and Chestnut Cambronne, PA are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

#### **NOTICE TO SETTLEMENT CLASS**

10. The forms of the Email Notice, Postcard Notice, and Long Notice, and Claim Form attached as Exhibits to the Settlement Agreement (the “Notice”), are constitutionally adequate, and are hereby approved. The Notice contains all essential elements required to satisfy North Carolina requirements and Due Process. The Court further finds that the form, content, and method of

providing notice to the Settlement Class, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the settlement, their rights under the settlement, including, but not limited to, their rights to object to or exclude themselves from the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members. The Parties, by agreement, may revise the Notice in ways that are appropriate to update the Notice for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing.

11. The notice plan set forth in the Settlement Agreement satisfies Civil Procedure Rule 23, provides the best notice practicable under the circumstances and adequately notifies Settlement Class Members of their rights, and is hereby approved.

12. The Settlement Administrator is directed to carry out the notice plan as set forth in the Settlement Agreement.

13. Within thirty (30) days of entry of this Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of this Preliminary Approval, the Settlement Administrator will send Notice via direct mail to Settlement Class Members. Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement Agreement and contain copies of the Long Notice, Claim Form, this Preliminary Approval Order, the Settlement Agreement, and the operative complaint.

### **CLAIMS, OPT-OUTS, AND OBJECTIONS**

14. The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to opt-out or object.

15. Settlement Class members will have one hundred and twenty (120) days after the entry of the Preliminary Approval Order to complete and submit a claim to the Settlement Administrator.

16. All Persons have the right and ability to exclude themselves from the Settlement Class. In order to validly be excluded from the Settlement, the Person must send a letter to the Claims Administrator no later than ninety (90) days after the date on which the Preliminary Approval Order is entered clearly stating their intent to be excluded from the settlement. If the opt-out is untimely or otherwise fails to comply with any of the provisions in the Settlement Agreement, it shall not be considered a valid opt-out and the Person will be bound by the terms of the Settlement Agreement and Judgment entered thereon. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.

17. Settlement Class members who comply with the requirements of this paragraph may object to the settlement. A Settlement Class Member who seeks to object to the settlement must submit a timely written notice of their objection by the objection date. Such written notice must state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is

a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

18. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Defendant's counsel as set forth below. For all objections mailed to Proposed Class Counsel and counsel for Defendant, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

19. Any Settlement Class Member who fails to comply with the requirements for objecting herein and in the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Litigation. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving the Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the North Carolina Rules of Appellate Procedure and not through a collateral attack.

#### **ADMINISTRATION OF THE SETTLEMENT**

20. Class Counsel and Counsel for Defendant have created a process for assessing the validity of claims and a payment methodology to Settlement Class Members who submit Valid

Claims. The Court hereby preliminarily approves the settlement benefits to the settlement Class, and the plan for distributing settlement benefits as described in the Settlement Agreement.

21. The Court appoints Angeion Group as the Settlement Administrator.

22. The Court directs the Settlement Administrator to effectuate the distribution of settlement benefits according to the terms of the Settlement Agreement should the settlement be finally approved.

23. Settlement Class Members who qualify for Settlement benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

24. If Final Judgment is entered, all Settlement Class members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice shall be forever barred from receiving any settlement benefit and will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including the Releases contained therein, and the Judgment.

25. Prior to the Final Fairness Hearing, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to the notice program.

#### **FINAL FAIRNESS HEARING**

26. A Final Fairness Hearing shall be held not less than 120 days following the entry of this Preliminary Approval Order, *to wit*, on \_\_\_\_\_, 2025, at \_\_\_\_\_, at the

North Carolina Superior Court of Robeson County Courthouse, to be noticed on the Settlement Website.

27. The Court may require or allow the Parties and any objectors to appear at the Final Fairness Hearing by telephone or videoconference.

28. At the Final Fairness Hearing, the Court will determine whether: (1) this Litigation should be finally certified as a class action for settlement purposes pursuant to Civil Procedure Rule 23; (2) the settlement should be finally approved as fair, reasonable, and adequate; (3) Class Counsel's application for attorneys' fees, costs, and expenses should be approved; (4) the Class Representative's request for a service award should be approved; (5) the Parties, their respective attorneys, and the Settlement Administrator should consummate the settlement in accordance with the terms of the Settlement Agreement; (6) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; and (7) the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement.

29. Plaintiffs' application for attorneys' fees, costs, expenses, and service awards and all supporting papers shall be filed with the Court no later than fourteen (14) days prior to the Objection Deadline.

30. Plaintiffs' Motion for Final Fairness of the Class Action Settlement and all supporting papers shall be filed with the Court no later than fourteen (14) days prior to the Final Fairness Hearing.

### **RELEASE**

31. Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims. Further, upon



the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participating in the settlement as provided herein) in which any of the Released Claims is asserted.

### **TERMINATION**

32. In the event that the Effective Date does not occur, class certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

### **SUMMARY OF DEADLINES**

33. The preliminarily approved Settlement shall be administered according to its terms pending the Final Fairness Hearing. Deadlines arising under the settlement and this Preliminary Approval Order include, but are not limited to:

<b>Item</b>	<b>Deadline</b>
<b>Notice Commencement Data</b>	Thirty (30) days following the entry of the preliminary approval order.
<b>Notice Completion Date</b>	Forty-five (45) days following the entry of the preliminary approval order
<b>Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative</b>	Fourteen (14) days prior the Objection & Opt-Out Deadlines
<b>Objection Deadline and Opt-Out Deadline</b>	Sixty (60) days after Notice Commencement Date
<b>Claims Deadline</b>	Ninety (90) days after Notice Completion Date
<b>Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement</b>	14 Days prior to Final Approval Hearing
<b>Final Approval Hearing</b>	No earlier than one hundred and sixty five (165) days after entry of Preliminary Approval Order.

34. Upon application of the Parties and good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further detail regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Preliminary Approval Order, without further notice of any kind to the Settlement Class.

ORDERED 3/24/2025

3/24/2025 2:51:15 PM

A handwritten signature in black ink, appearing to be "J. F. ...", written over a horizontal line.

Hon.