

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

LATASHA HAMMOND, DAWN
HAIRSTON, KIANA BROWN, and
EARNEST CORBETT, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

OMNI HEALTHCARE FINANCIAL
HOLDINGS, OMNI HEALTHCARE
FINANCIAL LLC, and INJURY FINANCE,
LLC,
Defendants

Case No. 26CV006867-590

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

FILED
DATE: April 22, 2026
TIME: 12:08:23 PM
MECKLENBURG COUNTY
CLERK OF SUPERIOR COURT
BY: R. Smith

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Request for Attorneys' Fees, Reimbursement of expenses and service award, (the "Motion"), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached as Exhibits 1-3. The Court refers to the proposed Settlement as the "Settlement Agreement."¹ Having fully considered the issue, the Court hereby GRANTS the Motion and orders as follows:

1. **Class Certification for Settlement Purposes Only.**

The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals in the United States whose Private Information was impacted by the Data Incident, including all those who were sent notice of the Data Incident by Defendants.

¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

Excluded from the Settlement Class are: (a) Defendants and its parents, subsidiaries, officers and directors, and any entity in which Defendants have a controlling interest; (b) all individuals who submit a timely and valid opt out from the Settlement Class; (c) governmental entities; (d) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting any criminal activity related to the Data Incident, or who pleads *nolo contendere* to any such charge.

Pursuant to N.C. Gen. Stat. § 1A-1, R. 23 and related Federal authority, the Court finds that giving notice is justified.

The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because they meet all of the requirements of Rule 23. Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable, (b) there are issues of law and fact that are common to the Settlement Class, (c) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and the Representative Plaintiffs seek similar relief as the claims of the Settlement Class Members (d) the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement Class as the Representative Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class, (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.**

The Court finds that Representative Plaintiffs Latasha Hammond, Dawn Harrison, Kiana Brown and Earnest Corbett (“Representative Plaintiffs”) will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Settlement Class Representatives. Additionally, the Court finds that Scott Edward Cole of Cole & Van Note and Casondra Turner of Milberg PLLC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Settlement Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.**

Upon preliminary review, the Court finds the Settlement is fair, reasonable and adequate. Thus, Notice of Settlement should be provided to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the stage of the proceedings at which the Settlement was reached and the discovery that was conducted, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 23.

4. **Jurisdiction.**

The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.**

A Final Approval Hearing shall be held on _____, 2026, at _____ [via telephone or videoconference or in-person] at the Mecklenburg County Courthouse, 832 East Fourth Street, Charlotte, North Carolina 28202, to determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes, (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved, (c) This Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement (e) the application of Settlement Class Counsel for an award of Attorneys' Fees and reimbursement of Costs should be approved, and (f) the application of the Settlement Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.**

The Court appoints Simpluris, as the Settlement Administrator, with responsibility for class notice and claims administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.**

The proposed notice plan set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as Exhibits 1-4 are hereby approved. Non-material modifications to these Exhibits may be made with approval by the parties but without further order of the Court.

8. **Findings Concerning Notice.**

The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the notice plan and the Settlement Agreement and its Exhibits: (a) will constitute the best practicable notice to the Settlement Class, (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement, (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice, (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c) and (e), N.C. Gen. Stat. § 1A-1, R. 23, and the Due Process Clause(s) of the North Carolina and United States Constitutions. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice in conformance with the Settlement Agreement.

9. **Exclusion from Class.**

Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written request to opt-out to the Settlement Administrator at the address and in the manner provided in the Notice. Such opt-out requests must meet the Opt-Out Deadline established by this Order and stated in the Notice.

For an opt-out request to be properly completed and executed, subject to approval by the Court, it must be personally signed by the Settlement Class member and contain the name, address,

telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

If the final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written opt-out request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including but not limited to the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely opt-out requests for exclusion shall not be entitled to receive any benefits from the Settlement.

10. **Objections and Appearances.**

A Settlement Class Member who does not file a valid and timely Request for exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to file their written objections with the Court and mail their objection to Class Counsel, Defendants' Counsel and the Settlement Administrator through U.S. Mail. The Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections. Any such notices of an intent to object to the Settlement Agreement must be timely pursuant to the Settlement Agreement and this Order, and include all of the following:

- 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 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;
- d. 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;
- e. 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;
- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

11. **Claims Process.**

The Settlement Agreement contemplates the establishment of the settlement terms and claims process. Class Members will receive the option to choose between filing a Cash Payment Claim for Documented Out-of-Pocket Losses or an Alternative Cash Payment. Documented Out-of-Pocket Cash Payments will be limited to \$5,000.00 per Settlement Class Member, and Alternative Cash Payments will be for \$40 per Class Member. In addition to a Claim for a Cash Payment, Class Members may also elect to file a claim for three years of Medical Data Monitoring.

Settlement Class Counsel and Defendants have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Judgment and Order of Dismissal is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Judgment and Order of Dismissal, including the release.

12. **Termination of Settlement.**

This 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 before the Court entered this Order and before they entered the Settlement Agreement, if: (a) the Court does not approve of the Settlement consideration and releases set forth in the Settlement Agreement, (b) the Court does not enter a Final Approval Order, and (c) the Effective Date has not occurred. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

Additional, Defendants shall also have the right to terminate the Settlement Agreement if more than 200 Settlement Class Members opt-out of the Settlement. Defendants shall notify Class Counsel of their intent to so terminate the Agreement within ten (10) days after the Opt-Out Deadline.

13. **Use of Order.**

This Order shall be of no force or effect if the Final Approval Order 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 Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiffs or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claims they may have in this Litigation or in any other lawsuit.

14. **Settlement Consideration.**

The Settlement includes the following benefits all of which will be paid by the Defendants:

(a) Cash Payment A - Documented Out-of-Pocket Losses (limited to \$5,000 per Class Member) and Cash Payment B – Alternative Cash Payment (\$40 per Class Member); (b) three years of Medical Data Monitoring; (c) Settlement Administration Costs; and (d) any Court-awarded attorneys’ fees, costs, and Service Awards.

15. **Continuance of Hearing.**

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.**

All proceedings in the Litigation other than those related to approval of the Class Settlement Agreement are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Class Settlement Agreement.

17. **Schedule and Deadlines.**

The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Timing
Deadline for Defendants to provide Settlement Class List to Settlement Administrator pursuant to the Settlement Agreement	Within 14 days following entry of the Preliminary Approval Order
Notice Program Commencement	Within 45 days following entry of the Preliminary Approval Order
Objection Deadline	60 days after Notice Program Commencement
Opt-Out Deadline	60 days after Notice Program Commencement
Claims Deadline	90 days after Notice Program Commencement Date
Deadline for Plaintiffs to file motion for final approval of settlement, inclusive of request for attorneys' fees and costs, and service awards	No later than 14 days before the Opt-Out and Objection Deadlines
Final Approval Hearing	_____, 2026 at _____

4/21/2026 3:39:06 PM

IT IS SO ORDERED.

Dated: **4/21/2026**



 SUPERIOR COURT JUDGE