

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
No. 25 CVS 057073-590

JULIE ROBERTS, JUDITH SIGMON,  
DARIELLE HILL, and CHRISANNA  
BROWN, *individually and on behalf of all  
others similarly situated,*

*Plaintiffs,*

vs.

THE CHARLOTTE-MECKLENBURG  
HOSPITAL AUTHORITY (d/b/a ATRIUM  
HEALTH),

*Defendant.*

FILED

DATE: May 22, 2026

TIME: 2:28:53 PM

MECKLENBURG COUNTY

CLERK OF SUPERIOR COURT

BY: R. Lawson

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**SECOND REVISED PRELIMINARY APPROVAL ORDER**

WHEREFORE, this matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion and Memorandum of Law in support of the Motion, the Class Action Settlement Agreement between Plaintiffs Julie Roberts, Judith Sigmon, Darielle Hill, and Chrisanna Brown (collectively, "Plaintiffs" or "Class Representatives") and The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health ("CMHA" or "Defendant"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises.

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Class Action Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair,

reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Settlement Class is so numerous that joinder of all Class Members is impracticable.

4. For settlement purposes only, Plaintiffs' claims are typical of the Settlement Class's claims.

5. For settlement purposes only, there are questions of law and fact common to the Settlement Class which predominate over any questions affecting only individual Class Members.

6. For settlement purposes only, class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

7. For settlement purposes only, the Court finds that the prerequisites to class action treatment are met. The Court hereby conditionally certifies, for the purposes of settlement only, the following Settlement Class:

**The Settlement Class:**

All individuals residing in the United States who had accounts in Defendant's Patient Portal between January 1, 2015 and April 10, 2024.

Excluded from the Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant's affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.

8. For settlement purposes only, Plaintiffs are designated and appointed as Settlement Class Representatives.

9. For settlement purposes only, the following counsel are designated and appointed

as Class Counsel: David Wilkerson of Wilkerson Justus PLLC, Brandon M. Wise of Peiffer Wolf Carr Kane Conway & Wise LLP, and David S. Almeida of Almeida Law Group.

10. The Court approves, in form and content, the forms of Class Notice and the Claim Form attached to the Settlement Agreement as Exhibits A-C and finds that they satisfy due process.

11. The Court finds that the planned Notice Program set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances, where Class Members are prior users of Defendant's patient portal, and satisfies fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the forms of Class Notice and the Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

12. The Court appoints Kroll Settlement Administration as Settlement Administrator to supervise and administer the Notice Program, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

13. Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against any Released Parties relating to the Released Claims released under the terms of the Settlement

Agreement.

14. Any person falling within the definition of the Settlement Class may, upon a valid and timely request, exclude themselves or "opt out" from the Settlement Class. Any such person may do so on or before the Objection Deadline. Any Class Members of the Settlement Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

15. The Request for Exclusion must: (a) identify the case name and number of this Litigation; (b) state the Class Member's full name, address, and telephone number; (c) contain the Class Member's personal and original signature; (d) state unequivocally the Class Member's intent to be excluded from the Settlement Class; and (e) request exclusion only for that one Class Member whose personal and original signature appears on the request. To be effective, written notice must be postmarked no later than the Opt-Out Date.

16. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

17. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Order and Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to any aspect of the Settlement Agreement.

18. Any Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement may do so, either personally or through an attorney, by filing a written objection, with the Clerk of the Court and serving such document upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 60 days after the Notice Date.

19. Any Class Member who intends to object to the Settlement must include:

(a) include the case name and number of the Litigation; (b) set forth the Class Member's full name, current address, telephone number, and email address; (c) contain the Class Member's personal and original signature; (d) if the objecting Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, telephone number, and email address of the attorney; (e) contain a statement indicating the basis for the objecting Class Member's belief that he or she is a member of the Settlement Class; (f) state whether the objection applies only to the Class Member, to a specific subset of the Settlement, or to the entire Settlement; (g) set forth a statement of the legal and/or factual basis for the Objection; and (h) state whether the objecting Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

20. In addition to the foregoing requirements, if an objecting Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must also include: (a) the identity of witnesses whom the objecting Class Member intends to call to testify at the Final Approval Hearing; (b) a description of any documents or evidence that the objecting Class Member intends to offer at the Final Approval Hearing; and (c) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an Objection to any proposed class action settlement in the past three (3) years.

21. No Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Class Member who does not timely make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel

of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Order and Judgment.

22. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no Class Member may prosecute, institute, commence, or continue any lawsuit with respect to the Released Claims against the Released Parties.

23. The Final Approval Hearing shall be held before the Court on September 30, 2026 at 2:30 p.m. (or at such other time and location as the Court may without further notice direct, or if there are no objections, the hearing may be stricken from the calendar) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment have been met;
- (b) to determine whether the Settlement Agreement is fair, reasonable and adequate, and should be approved by the Court;
- (c) to determine whether the Final Approval Order and Judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Class Members from further pursuing claims released in the Settlement Agreement;
- (d) to consider the application for attorneys' fees and litigation costs for Class Counsel;
- (e) to consider the application for a Service Award to the Class Representatives;
- and
- (f) to rule upon such other matters as the Court may deem appropriate.

24. Class Counsel shall file papers in support of their requested attorneys' fees and

reimbursement of litigation costs, and Class Representatives' Service Awards with the Court at least fourteen (14) days prior to the Final Approval Hearing.

25. Class Counsel shall file papers in support of final approval of the Settlement Agreement with the Court at least fourteen (14) days prior to the Final Approval Hearing.

26. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. Entry of the Final Order and Judgment will fully and finally adjudicate the rights of all Class Members.

27. Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

28. The Court will have continuing jurisdiction over the Litigation for the purpose of implementing the Settlement until the Litigation and all related matters are fully resolved through a Final Approval Order and Judgment.

29. All discovery and other proceedings in the Litigation as between Class Representatives and Defendant are stayed and suspended until further order of the Court, except such actions as may be necessary to implement the Settlement Agreement and this Order.

30. In order to protect its jurisdiction to consider the fairness of the Settlement and to enter a Final Approval Order and Judgment having binding effect on all Class Members, the Court hereby enjoins any and all Class Members, and anyone who acts or purports to act on their behalf, from initiating, pursuing, or continuing to pursue any other proceedings in any state or federal court or any other proceeding that seeks to address any Class Member's rights or claims relating to, or arising out of, any of the Released Claims.

31. The Parties to the Settlement Agreement are directed to carry out their obligations under the terms thereof.

32. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement Agreement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

33. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against CMHA of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Class Member that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Litigation or in any other lawsuit.

34. In accordance with the provisions of the Settlement Agreement specifying the procedures for settlement administration and payment to Class Members, the Court enumerates below the following deadlines:

<b>Event</b>	<b>Deadline</b>	<b>Date</b>
Defendant to provide list of Class Members	30 Days after entry of Preliminary Approval Order	
Notice Date	45 days after entry of Preliminary Approval Order	
Objection Deadline	60 days after Notice Date	
Claim Deadline	90 Days after Notice Date	

Deadline to submit Fee Petition	14 days before Objection Deadline	
Deadline to submit Final Approval	14 days before Final Approval Hearing	

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IT IS SO ORDERED, this \_\_ day of \_\_\_\_\_ 2026.

  
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Superior Court Judge Presiding