

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health (“**Defendant**”) and Julie Roberts, Judith Sigmon, Darielle Hill, and Chrisanna Brown (“**Plaintiffs**” and, together with Defendant, the “**Parties**”), individually and on behalf of the Settlement Class (as defined below), by and through their respective counsel.

I. Recitals

1. Defendant is a North Carolina public hospital authority based in Charlotte, North Carolina.
2. On April 10, 2024, Plaintiffs Julie Roberts and Judith Sigmon filed a class action complaint in the United States District Court for the Western District of North Carolina, captioned *Julie Roberts & Judith Sigmon, et al. v. The Charlotte-Mecklenburg Hospital Authority (d/b/a Atrium Health)*, Case No. 3:24-cv-00382-KDB-SCR (the “**Roberts Action**”).
3. On December 6, 2024, Plaintiff Darielle Hill filed a class action complaint in Mecklenburg County Superior Court, captioned *Darielle Hill, et al. v. The Charlotte-Mecklenburg Hospital Authority (d/b/a Atrium Health)*, Case No. 24CV057137-590 (the “**Hill Action**”). On December 16, 2024, Plaintiff Chrisanna Brown filed a class action complaint in Mecklenburg County Superior Court, captioned *Chrisanna Brown, et al. v. The Charlotte-Mecklenburg Hospital Authority (d/b/a Atrium Health)*, Case No. 24CV058661-590 (the “**Brown Action**”). The *Hill Action* and *Brown Action* are collectively referred to as the “**State Court Actions.**”

4. These three lawsuits, the *Roberts*, *Hill*, and *Brown* Actions that have previously been filed, along with the combined action that will be filed as part of this Settlement, are referred to throughout this Agreement as the “**Litigation.**”

5. Plaintiffs allege in the Complaint that Defendant used Tracking Tools on its Website and its Patient Portal (as defined below, “**Web Properties**”).

Plaintiffs claim that Defendant’s implementation and use of Tracking Tools resulted in the invasion of Plaintiffs’ and Class Members’ privacy and other alleged common law and statutory violations.

6. On August 26, 2024, Defendant filed a motion to dismiss Plaintiffs’ Third Amended Complaint (the “**Complaint**”) in the *Roberts* Action.

7. In the *Roberts* Action, the Court granted Defendant’s motion, dismissing the single federal law claim Plaintiffs asserted, and further concluded that the Court lacked subject-matter jurisdiction over the remaining claims. As a result, it dismissed the Complaint and closed the *Roberts* Action. Plaintiffs filed a Notice of Appeal to the Fourth Circuit from this Order. The *Hill* Action was voluntarily dismissed on March 7, 2025, and that action was closed on April 24, 2025. The *Brown* Action was dismissed on August 7, 2025.

8. On June 26, 2025, the Parties participated in a mediation with skilled mediator Bruce Friedman, Esq. of JAMS. The mediation did not result in settlement.

9. On September 12, 2025, the Parties participated in a second call with Mr. Friedman. With the assistance of Mr. Friedman, the Parties reached an agreement in principle to resolve the Litigation later in September 2025.

10. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Complaint. Nonetheless, it recognizes the expense and protracted nature of litigation and the uncertainty and risks inherent in any litigation and has therefore concluded that it is desirable for the Litigation to be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

11. Class Counsel has investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, has made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and has conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions.

12. The Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Complaint, the Litigation, the Privacy Notice, the Alleged Pixel Disclosure, and/or Defendant's use of Tracking Tools on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the Litigation.

13. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded—based upon their pre-suit investigation, informal discovery for

settlement purposes, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement—that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement reflected in this Settlement Agreement confers substantial benefits upon the Settlement Class.

14. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

II. Definitions

15. As used in this Settlement Agreement and in the related documents attached as exhibits, the following terms have the meanings specified below. The plural of any defined term includes the singular thereof, and the singular of any defined term includes the plural thereof, as the context may require:

- a. **“Administration Costs”** means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class, processing claims, and otherwise administering the Settlement including issuing any notice required by this Court.

This does not include any separate costs incurred directly by Defendant or any of Defendant's attorneys, agents, or representatives in this Litigation.

- b. **“Administration Costs for Group 1 Claims”** shall be an estimated portion of Administration Costs attributable to Group 1 Valid Claims, including notification and correspondence, forms processing, disbursements, and mail handling, data imaging and storage, as well as half of the Administration Overhead Costs.
- c. **“Administration Costs for Group 2 Claims”** shall be an estimated portion of Administration Costs attributable to Group 2 Valid Claims, including notification and correspondence, forms processing, disbursements, and mail handling, data imaging and storage, as well as half of the Administration Overhead Costs.
- d. **“Administration Overhead Costs”** shall be the Administration Costs associated with the Settlement Website, project setup, call center, tax reporting, administrator fees, and any other overhead costs.
- e. **“Agreement”** or **“Settlement Agreement”** means this settlement agreement, including all exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Litigation between them and which is subject to approval by the Court.
- f. **“Alleged Pixel Disclosure”** means the alleged disclosure of personal and/or health-related information of Plaintiffs and Class Members to any third party, including but not limited to Meta (formerly known as Facebook) and Google as a result of any use of Tracking Tools in Defendant's Web Properties.
- g. **“Attorneys' Fees and Expenses Award”** means the amount awarded by the Court to be paid to Class Counsel from the Settlement Fund, such amount to be paid in full and complete satisfaction of Class Counsel's claim or request (and any request made by any other attorneys) for payment of reasonable attorneys' fees and Litigation Expenses incurred in connection with the Litigation.
- h. **“Charitable Healthcare Recipient”** means the Charlotte Center for Legal Advocacy's Carolinas Medical Legal Partnership, which works with healthcare providers to identify

and prioritize health-harming problems that can be solved by legal action, including poor housing conditions or the wrongful denial of public benefits.

- i. “**Claim Deadline**” is the date by which Class Members must submit a Group 1 Valid Claim or Group 2 Valid Claim to receive a cash payment under the Settlement. The Claim Deadline is ninety (90) Days after the Notice Date.
- j. “**Claim Form**” means the claim form that will be mailed and/or emailed to Class Members whereby they may receive a cash payment under the Settlement, substantially in the form attached hereto as **Exhibit A**.
- k. “**Class Counsel**” shall mean David Wilkerson of Wilkerson Justus PLLC, David Almeida of Almeida Law Group LLC, and Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP.
- l. “**Class Member Period**” means the period between January 1, 2015, and April 10, 2024.
- m. “**Class Members**” means all Persons who are members of the Settlement Class.
- n. “**Class Notice**” means the notice of this Settlement, which shall include the Long-Form Notice and Short-Form Notice, substantially in the form attached hereto as **Exhibits B and C**, respectively.
- o. “**Class Representatives**” means Julie Roberts, Judith Sigmon, Darielle Hill, and Chrisanna Brown.
- p. “**Court**” means the Superior Court of Mecklenburg County, North Carolina.
- q. “**Day(s)**” means calendar days but does not include the day of the act, event, or default from which the designated period of time begins to run. Further, and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

- r. **“Defendant’s Counsel”** means Jonathan C. Krisko, Preetha Suresh Rini, and Jordan T. DeJaco of Robinson, Bradshaw & Hinson, P.A.
- s. **“Effective Date”** means the date defined in Paragraph 93 of this Settlement Agreement.
- t. **“Final”** with respect to a judgment or order means that the following have occurred: (i) the expiration of all deadlines to notice any appeal; and (ii) if there is an appeal or appeals, the completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand).
- u. **“Final Approval Hearing”** means the hearing at which the Court will determine whether the Settlement should be given final approval pursuant to North Carolina Rule of Civil Procedure 23 and whether any Attorneys’ Fees and Expenses Award and Class Representative Service Awards should be approved.
- v. **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing which, among other things, finally approves the Settlement, certifies the Settlement Class, dismisses the Litigation with prejudice, and otherwise satisfies the settlement-related provisions of North Carolina Rule of Civil Procedure 23 in all respects.
- w. **“Group 1 Settlement Payment”** is a payment from the Settlement Fund made to a Class Member who submitted a Group 1 Valid Claim.
- x. **“Group 1 Valid Claim”** means a claim that meets the Valid Claim Requirements and meets the Group 1 Specific Claim Requirements defined in Paragraph 21.
- y. **“Group 2 Settlement Payment”** is a payment from Defendant made to a Class Member who submitted a Group 2 Valid Claim. These payments are further described in Paragraphs 27 to 31.

- z. “**Group 2 Valid Claim**” means a claim that meets the Valid Claim Requirements and meets the Group 2 Specific Claim Requirements defined in Paragraph 28.
- aa. “**Litigation Expenses**” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, mediating, and settling the Litigation, and obtaining a Final Approval Order and Judgment.
- bb. “**Long-Form Notice**” means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.
- cc. “**Notice Date**” means the date, within forty-five (45) Days of the entry of the Preliminary Approval Order, when the Settlement Administrator shall email and/or mail by First-Class United States mail the Short-Form Notice to all Class Members for whom Defendant has valid email or mail addresses.
- dd. “**Notice Program**” means the notice program described in Paragraph 36 and its subparts.
- ee. “**Objection Deadline**” shall have the meaning set forth in Paragraph 63 or as otherwise ordered by the Court. The Objection Deadline shall be sixty (60) Days after the Notice Date.
- ff. “**Opt-Out**” means a Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion before the end of the Opt-Out Period, and (iii) as to which there is not a successful challenge to the Request for Exclusion.
- gg. “**Opt-Out Date**” means the date by which Class Members must mail their Request for Exclusion in order to be excluded from the Settlement Class. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) Days after the Notice Date.
- hh. “**Opt-Out Period**” means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Class Members may submit a timely Request for Exclusion.
- ii. “**Patient Portal**” means the MyAtriumHealth (formerly MyCarolinas) patient portal account operated by Defendant

through which a Class Member could create or access an account that contained health information.

- jj. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.
- kk. “**Preliminary Approval Date**” means the date the Preliminary Approval Order has been executed and entered by the Court.
- ll. “**Preliminary Approval Order**” means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.
- mm. “**Privacy Notice**” means the notification posted on Defendant’s website on December 4, 2024, regarding Defendant’s prior use of Tracking Technologies.
- nn. “**Related Parties**” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, whether direct or indirect, as well as each of Defendant’s and these entities’ respective predecessors, successors, assigns, shareholders, members, trustees, directors, officers, employees, principals, attorneys, representatives, providers, advisors, consultants, partners, insurers, reinsurers, and subrogees, and includes, without limitation, any Person related to any such entity who could have been named as a defendant in this Litigation.
- oo. “**Released Claims**” means all claims and other matters released in and by Section X of this Settlement Agreement. Released Claims do not include the right of any Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Agreement.
- pp. “**Released Persons**” means Defendant and the Related Parties.

- qq. **“Releasing Persons”** means Plaintiffs and the Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.
- rr. **“Request for Exclusion”** means a fully completed and properly executed written request that is timely submitted to the Settlement Administrator by a Class Member under Section III.D of this Agreement and is postmarked on or before the end of the Opt-Out Period. For a Request for Exclusion to be properly completed and executed, it must: (i) identify the case name and number of the Litigation; (ii) state the Class Member’s full name, address, and telephone number; (iii) contain the Class Member’s personal and original signature; (iv) state unequivocally the Class Member’s intent to be excluded from the Settlement; and (v) request exclusion only for that one Class Member whose personal and original signature appears on the request. All Requests for Exclusion must be submitted individually in connection with a Class Member, i.e., one request is required for every Class Member seeking exclusion.
- ss. **“Residual Funds”** means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund and after all Group 1 Settlement Payments to Class Members. The funds remaining in the Settlement Fund after Group 1 Settlement Payments have been distributed and the time for cashing and/or depositing such payments has expired will be Residual Funds and will be allocated as described in Paragraph 48.
- tt. **“Settlement”** means the settlement reflected by this Settlement Agreement.
- uu. **“Settlement Administrator”** means the Court-appointed class action settlement administrator retained to carry out the notice plan, issue any required notice, administer the distribution of the Settlement Fund and Group 2 Settlement Payment, and perform other actions as specified in this Settlement Agreement, as agreed to by the Parties, or as ordered by the Court. The Parties, subject to Court approval, have agreed that Class

Counsel will engage Kroll as Settlement Administrator in this matter.

- vv. **“Settlement Class”** means 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.
- ww. **“Settlement Fund”** means the fund further described in Paragraphs 19 to 26.
- xx. **“Settlement Payment”** refers to Group 1 Settlement Payments and Group 2 Settlement Payments.
- yy. **“Settlement Website”** means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Short-Form Notice, and the Long-Form Notice, among other Litigation-related documents, as agreed upon by the Parties. The URL for the Settlement Website will be jointly agreed to by the Parties.
- zz. **“Short-Form Notice”** means the written notice to be sent to Class Members pursuant to the Preliminary Approval Order substantially in the form attached as **Exhibit C** to this Settlement Agreement.
- aaa. **“Tracking Tools”** means any third-party pixels, and any similar web analytics technologies, that allow website owners to track visitor activity on their websites, including but not limited to the Meta Pixel and Google Analytics.
- bbb. **“Valid Claim Requirements”** means that a Class Member submitted a Claim Form that is: (i) accurately, fully, and truthfully completed and executed; (ii) signed physically or by e-signature by a Class Member personally, subject to the penalty of perjury; (iii) returned via mail and postmarked by the Claim Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Deadline; and (iv) determined to be

valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Class Member to validate the claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's notice of deficiency may result in a determination that the claim is not meeting the Valid Claim Requirements.

ccc. **“Web Properties”** means the Patient Portal and the Website.

ddd. **“Website”** means Defendant's website, atriumhealth.org and its predecessor, carolinashealthcare.org.

III. Terms of the Settlement

16. The Settlement Agreement is intended to fully, finally, and forever resolve all claims and causes of action asserted, and that could have been asserted, based upon the facts alleged in the Complaint, against Defendant and the Released Persons, by and on behalf of the Plaintiffs and Class Members.

17. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that, subject to the approval of the Court, as provided for in this Agreement, the Litigation, all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or subject matter of the Complaint, the Litigation, the Alleged Pixel Disclosure, and/or Defendant's use of any Tracking Tools shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

A. Settlement Consideration

18. **Defendant's Financial Obligations.** For the avoidance of doubt, Defendant's liability to Class Members shall not exceed the financial obligations described in Paragraphs 19 through 31 below.

1. Group 1 Valid Claims and the Settlement Fund

19. Defendant agrees to make a payment of one million five hundred thousand dollars and zero cents (\$1,500,000.00) to the Settlement Administrator to establish the Settlement Fund. Such payment shall be made within thirty (30) Days after the Court enters a Preliminary Approval Order.

20. The Settlement Fund is non-reversionary and shall be allocated as follows:

- a. Class Representative Service Awards;
- b. Class Counsel's Attorneys' Fees and Expenses Award;
- c. Administration Costs for Group 1 Claims;
- d. Payment of Group 1 Settlement Payments; and
- e. Payment of Residual Funds as designated in Paragraph 48.

21. The Settlement Fund shall be distributed via *pro rata* cash payments to Class Members who submit Group 1 Valid Claims. To assert a Group 1 Valid Claim, in addition to the Valid Claim Requirements, the Class Member must submit a Claim Form that attests that the Class Member logged into their Patient Portal account between January 1, 2015 and July 31, 2019, and the Settlement Administrator confirms, based on Defendant's records, that the Class Member in

fact accessed their Patient Portal account during that period (the “**Group 1 Specific Claim Requirements**”).

22. A condition to Defendant’s obligation to make a payment is the receipt of a Form W-9 from the Settlement Administrator for the Settlement Fund by the date that the Preliminary Approval Order is issued. If Defendant does not receive this information by the date that the Preliminary Approval Order is issued, the payments specified in Paragraph 21 shall be made within thirty (30) Days after Defendant receives this information.

23. The Settlement Fund shall be administered as an appropriate qualified settlement fund that accrues interest for the benefit of the Class Members to be established by the Settlement Administrator.

24. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, canceled, or terminated, as described in Section IX of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendant.

25. The Settlement Administrator will maintain control over the Settlement Fund and shall be responsible for all disbursements, including payment of any applicable taxes.

26. No amounts may be withdrawn from the Settlement Fund unless (a) expressly authorized by the Settlement Agreement, or as may be (b) approved by the Court. Class Counsel may authorize the periodic payment of actual reasonable

Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business Days prior to making such withdrawal or payment.

2. Group 2 Valid Claims and Group 2 Settlement Payments

27. Defendant shall make cash payments to Class Members who have submitted Group 2 Valid Claims. The amount of each Group 2 Settlement Payment shall be \$10.00. Provided, however, that Defendant's liability to make Group 2 Settlement Payments shall not, in the total aggregate, exceed three hundred thousand dollars and zero cents (\$300,000.00) (the "**Group 2 Settlement Payment Cap**"). Should the total aggregate amount of Group 2 Settlement Payments exceed the Group 2 Settlement Payment Cap, the amount of each Group 2 Settlement Payment shall be reduced *pro rata* such that the same amount is paid to each Class Member who submitted a Group 2 Valid Claim and the aggregate amount of Group 2 Settlement Payments does not exceed the Group 2 Settlement Payment Cap.

28. To assert a Group 2 Valid Claim, in addition to the Valid Claim Requirements, a Class Member must demonstrate or attest that the Class Member had a Patient Portal account between January 1, 2015 and April 10, 2024 (the "**Group 2 Specific Claim Requirements**").

29. Individuals who make or are entitled to make a Group 1 Valid Claim are not entitled to receive a Group 2 Settlement Payment.

30. Defendant shall pay Administration Costs for Group 2. The timing set forth in this provision is contingent upon Defendant's receipt of a Form W-9 from the Settlement Administrator for the Group 2 Settlement Payments by the date that the Preliminary Approval Order is issued. If Defendant does not receive this information by the date that the Preliminary Approval Order is issued, the payments specified by Paragraphs 27 and 28 shall be made within thirty (30) Days after Defendant receives this information.

31. The Settlement Administrator shall be responsible for administering and disbursing all Group 2 Settlement Payments.

B. Procedure for Notice and Approval of Settlement

32. For settlement purposes only and within the context of the Settlement Agreement only, Plaintiffs will file a new action in Mecklenburg County Superior Court and request that the Court certify the Settlement Class.

33. Plaintiffs will move to be appointed as Class Representatives for settlement purposes only, and Class Counsel will move to be appointed as counsel to the Settlement Class for settlement purposes only.

34. The Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class.

35. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then Plaintiffs' request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding. In that event, Defendant reserves the right to assert any and all objections and defenses to certification of a

class, and neither the Settlement Agreement nor any order or other action relating to the Settlement Agreement shall be offered by any Person in any litigation or other proceeding against Defendant or any Related Party as evidence in support of a motion to certify any class.

36. The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

- a. Direct notice shall be provided via U.S. mail and/or email to all Class Members for whom Defendant has a valid address.
- b. Within thirty (30) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names and last mailing and email addresses known to Defendant for the Class Members. The Settlement Administrator shall, by using the National Change of Address database maintained by the United States Postal Service (the “**Postal Service**”), obtain updates, if any, to the mailing addresses.
- c. Within forty-five (45) Days following entry of the Preliminary Approval Order, the Settlement Administrator shall email and/or mail the Short-Form Notice to all Class Members for whom a valid address is available. The Settlement Administrator shall mail a Claim Form to Class Members upon written or telephonic request. The Claim Form will also be available on the Settlement Website.
- d. On a rolling basis, the Settlement Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Class Members for whom the Settlement Administrator receives a bounce-back email or returned mail from the Postal Service, either of which indicates that the initial message was not delivered. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Short-Form Notices.
- e. The mailed notice will consist of the Short-Form Notice substantially in the form of **Exhibit C**. The Settlement Administrator shall have discretion to format this Short-Form Notice in a reasonable manner to minimize mailing and

administrative costs. Before the mailing of the Short-Form Notice is commenced, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court's orders.

- f. No later than forty-five (45) Days following entry of the Preliminary Approval Order, and prior to the mailing or emailing of the Short-Form Notice to all Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties. The website address and the fact that a more detailed Long-Form Notice are available through the website shall be included in the Short-Form Notice. A toll-free number with interactive voice response and FAQs shall also be made available to address Class Members' inquiries.
- g. The Settlement Website shall be maintained from the Notice Date until one hundred twenty (120) Days after the Effective Date.
- h. The Notice Program shall be subject to approval by the Court as meeting the requirements of Rule 23(c) of the North Carolina Rules of Civil Procedure.
- i. The Long-Form Notice and Short-Form Notice approved by the Court may be adjusted by the Settlement Administrator, respectively, in consultation with and with the agreement of the Parties, as may be reasonable and necessary and not inconsistent with such approval.
- j. At least fourteen (14) Days prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.

- k. The Notice Program shall commence within forty-five (45) Days of entry of the Preliminary Approval Order and shall run for ninety (90) Days except as otherwise specifically provided above.

C. Administration of Claims

37. Class Counsel represents that (a) they solicited competitive bids for settlement administration, including notice and settlement administration costs, (b) they believe that email notice (and if not available, Short-Form Notice) is appropriate under the circumstances, and (c) they will direct the Settlement Administrator to utilize other appropriate forms of notice where practicable, in order to contain the Administration Costs while still providing effective notice to the Class Members.

38. The Settlement Administrator will provide email notice to all Class Members where an email address is available. To the extent that an email address is not available for a Class Member, written notice via United States First-Class mail will be effectuated. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Class Members whose addresses are uncovered by skip-tracing.

39. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court.

40. The Settlement Administrator will administer the settlement processes as set forth in this Agreement and as directed by Class Counsel, subject to the Court's supervision and direction as circumstances may require.

41. To make a claim, a Class Member must complete and submit a Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be submitted on the Settlement Website or postmarked (as the case may be) no later than the Claim Deadline.

42. The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness, and completeness.

43. If, in the determination of the Settlement Administrator, the Class Member submits a timely but incomplete Claim Form, the Settlement Administrator shall give the Class Member notice of the deficiencies, and the Class Member shall have twenty (20) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 20-Day period, then the claim will be deemed invalid.

44. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of a Final Approval Order and Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide other reports or information that the Court or Parties may request.

45. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or

otherwise provide Settlement Payments via check or electronic means to each claimant in accordance with the provisions of Paragraphs 19, 21, 27, and 28.

46. Each Settlement Payment shall be mailed to the address provided by the claimant on their Claim Form. All Settlement Payments issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall contain a legend to that effect. Settlement Payments issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued.

47. All settlement checks shall be void ninety (90) Days after issuance and shall bear the language: "This check must be cashed within ninety (90) Days, after which time it is void." If a check becomes void, the Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member's right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Class Member for expense and reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) Days from the Effective Date, requests for re-issuance need not be honored after such checks become void. All other provisions of this Settlement Agreement remain in full force and effect.

48. To the extent there are Residual Funds more than one hundred eighty (180) Days after the Settlement Administrator mails the last Group 1 Settlement

Payment, the Settlement Administrator shall make a *cy pres* distribution of such Residual Funds to the Charitable Healthcare Recipient.

49. For any Settlement Payments returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make only one attempt to resend a Settlement Payment.

D. Opt-Out Procedures

50. Each Person wishing to opt out of the Settlement Class shall individually sign and timely mail a Request for Exclusion to the designated post office box established by the Settlement Administrator. 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.

51. All Requests for Exclusion must be submitted individually in connection with a Class Member, i.e., one request is required for every Class Member seeking exclusion. Any Requests for Exclusion purporting to seek exclusion

on behalf of more than one Class Member shall be deemed invalid by the Settlement Administrator.

52. Within seven (7) Days after the Opt-Out Date, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion that were submitted to the Settlement Administrator. Class Counsel will present to the Court the number of Opt-Outs (if any), as well as a list of Opt-Outs that includes only the Class Member ID and additional identifying information as agreed to by the Parties for each Opt-Out, no later than fourteen (14) Days before the Final Approval Hearing.

53. All Persons who submit valid and timely Requests for Exclusion, as set forth in Paragraph 50, shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not validly and timely opt out of the Settlement Class in the manner set forth in Paragraph 50 shall be bound by the terms of this Settlement Agreement and judgment entered thereon, and all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

E. Taxes

54. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in connection with the Settlement Fund and

paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check-clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

55. All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered part of the Administration Costs, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for any taxes relating to the Settlement (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative shall be solely responsible for the federal, state,

and local tax consequences applicable to them due to the receipt of funds from the Settlement Fund pursuant to this Agreement. Under no circumstances will Defendant have any liability for taxes or tax expenses under the Settlement Agreement.

F. Jurisdiction

56. Both the Settlement Fund and the Group 2 Settlement Payments shall remain subject to the jurisdiction of the Court until such time as (a) the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or canceled; and (b) the Group 2 Valid Claims have been submitted and paid by Defendant in the event that this Agreement is not otherwise voided, terminated, or canceled.

G. Limitation of Liability

57. Defendant and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund or the Group 2 Settlement Payments; (iv) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (v) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation to

communicate with Class Members and others regarding amounts paid under this Settlement Agreement.

58. The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund or the Group 2 Settlement Payments; (iv) any losses suffered by or fluctuations in the value of the Settlement Fund; or (v) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

H. Effect of Termination

59. In the event this Agreement is voided, terminated, or canceled due to lack of approval from the Court or any other reason: (a) the Class Representatives and Class Counsel shall have no obligation to repay any of the Notice and Settlement Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (b) any amounts remaining in the Settlement Fund (after payment of Notice and Settlement Administration Costs already paid or incurred in accordance with the terms and conditions of this Agreement), including all interest earned on the Settlement Fund net of any taxes, shall be returned to Defendant; and (c) no other person or entity shall have any further claim whatsoever to such amounts.

IV. Objections to the Settlement

60. Any Class Member who has not excluded themselves from the Settlement and who wishes to object to the proposed Settlement may file an objection (“**Objection**”) with the Court.

61. Each objection must: (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.

62. 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.

63. Objections must be filed with the Court no later than sixty (60) Days after the Notice Date (the "**Objection Deadline**"). The Objection Deadline shall be included in the Short-Form and Long-Form Notices and on the Settlement Website.

64. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law filed with the Court prior to the Final Approval Hearing.

65. An objecting Class Member has the right, but is not required, to attend the Final Approval Hearing.

66. Any Class Member who fails to timely file an Objection pursuant to the requirements set forth in this section, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section IV.

V. Attorneys' Fees, Expenses, and Service Awards

67. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one-third (1/3) (which equates to \$500,000.00) of the Settlement Fund plus reasonable Litigation Expenses not to exceed \$25,000. The Attorneys' Fees and Expenses Award shall be paid no later than thirty (30) Days

after the Effective Date. For the avoidance of doubt, the Attorneys' Fees and Expenses Award shall be paid by the Settlement Administrator from the Settlement Fund. Defendant shall take no position with regard to Class Counsel's application for the Attorneys' Fees and Expenses Award if the application complies with the provisions of this section.

68. Class Counsel shall request the Court to approve a service award of two thousand five hundred dollars (\$2,500.00) for each of the named Plaintiffs, which award is intended to recognize Plaintiffs for their efforts in the Litigation and commitment on behalf of the Settlement Class ("**Service Award**"). If approved by the Court, these Service Awards will be paid by the Settlement Administrator no later than thirty (30) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount for any Service Awards shall be paid from the Settlement Fund. Defendant shall take no position with regard to the request for a Service Award payment to Plaintiffs if the request complies with the provisions of this section.

69. Class Counsel will file applications with the Court for the requested Service Awards and Attorneys' Fees and Expenses Award no later than fourteen (14) Days prior to the Objection Deadline.

70. The Parties agree that the Court's approval or denial of any request for the Service Awards or Attorneys' Fees and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from the final approval, reasonableness, and adequacy of the Settlement. If the Court

declines to approve, in whole or in part, any request for Service Awards or for any Attorneys' Fees and Expenses Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Service Awards or an Attorneys' Fees and Expenses Award, or the amounts thereof, shall be grounds to terminate or cancel this Settlement Agreement.

VI. Notices

71. All notices, instructions, and applications for Court action in connection with this Agreement shall be made in writing and communicated as follows:

All notices to Class Counsel or Plaintiffs shall be sent to:

David S. Almeida
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, IL 60614
david@almeidalawgroup.com

All notices to Defendant's Counsel or Defendant shall be sent to:

Jonathan C. Krisko
ROBINSON, BRADSHAW & HINSON, P.A.
600 South Tryon Street, Suite 2300
Charlotte, NC 28202
jkrisko@rbh.com

72. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, or other documents or filings received from a Class Member as a result of the Notice Program.

VII. Settlement Approval Process

73. After execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form, which:

- a. Preliminarily certifies the Settlement Class for settlement purposes only;
- b. Preliminarily approves this Agreement for purposes of issuing notice;
- c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds: (i) the Notice Program constitutes valid, due, and sufficient notice to the Class Members and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of North Carolina, the Constitution of the United States, and any other applicable law; and (ii) that no further notice to the Settlement Class is required beyond that provided through the Notice Program;
- e. Appoints Plaintiffs as the Class Representatives for settlement purposes only;
- f. Appoints Class Counsel as counsel to the Settlement Class for settlement purposes only;
- g. Appoints the Settlement Administrator and directs the Settlement Administrator to provide notice to Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- h. Approves the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- i. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

- j. Schedules an appropriate Opt-Out Date, Objection Deadline, and other Settlement-related dates and deadlines to be included in the Class Notice;
- k. Schedules a Final Approval Hearing to consider whether the proposed Settlement should be finally approved by the Court;
- l. Stays all proceedings in the Litigation other than those related to approval of the Settlement; and
- m. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

74. Defendant will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Agreement as **Exhibit D** and is otherwise consistent with this Agreement.

VIII. Final Approval Hearing

75. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred twenty (120) Days after the entry of the Preliminary Approval Order.

76. The Parties may file a response to any Objections and a Motion for Final Approval no later than fourteen (14) Days before the Final Approval Hearing.

77. Class Counsel shall ask the Court to enter a Final Approval Order and Judgment which:

- a. Finds that the Notice Program fully and accurately informed all Class Members entitled to notice of the material elements of the Settlement; constitutes the best notice practicable under the circumstances; constitutes valid, due, and sufficient notice; and complies fully with the laws of North Carolina, the United States Constitution, and any other applicable law;
- b. Finds that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely Objections to this

Settlement Agreement have been made or all timely Objections have been considered and denied;

- c. Approves of the Settlement, as set forth in this Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties and Settlement Administrator to perform the Settlement in accordance with the terms of this Settlement Agreement;
- d. Finds that neither the Final Approval Order and Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability or wrongdoing by any of the Parties;
- e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (g) below, dismisses the Litigation with prejudice;
- f. Finds that Plaintiffs and all Class Members shall, as of the entry of the Final Approval Order and Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims; and
- g. Reserves exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things: (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement and the Final Approval Order and Judgment; and (ii) supervising the administration and distribution of the Settlement Fund and Group 2 Settlement Payments and resolving any disputes that may arise with regard to the foregoing. The Court's exclusive and continuing jurisdiction over the Litigation and Parties shall include, without limitation, the Court's power to enforce the bar against Class Members' prosecution of Released Claims against Released Persons pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law.

78. Notwithstanding the above, within thirty (30) Days of the signature of this Agreement, the pending Fourth Circuit appeal in the *Roberts* Action shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs,

and expenses not otherwise awarded in accordance with this Settlement Agreement.

IX. Termination of this Settlement Agreement

79. Each Party shall have the right to terminate this Settlement Agreement if:

- a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit D** hereto), and the Parties are unable to modify the Settlement in a manner to obtain and maintain preliminary approval;
- b. The Court denies final approval of this Settlement Agreement;
- c. The Final Approval Order and Judgment does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or
- d. The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement.

80. In addition to the grounds set forth above, Defendant shall have the sole option to withdraw from and terminate this Settlement in its entirety in the event that 1% or more of Class Members submit timely and valid Requests for Exclusion by the Opt-Out Date.

81. If a Party elects to terminate this Settlement Agreement under this Section IX, that Party must provide written notice to the other Party's counsel by hand delivery, mail, or email within ten (10) Days of the occurrence of the condition permitting termination.

82. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

83. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (a) this Settlement Agreement, any Preliminary Approval Order, and all of their provisions shall be rendered null and void; (b) all Parties shall be deemed to have reverted to their respective statuses in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (c) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (d) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including any Preliminary Approval Order), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

84. If the Court does not approve the Settlement or the Effective Date does not occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. Nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party

concerning whether the Litigation may properly be maintained as a class action or for any other purpose.

X. Release

85. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Persons, including Plaintiffs and each Class Member, will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and matured or not matured that arise out of, or are based upon or connected to, or relate in any way to the Privacy Notice, Alleged Pixel Disclosure, Defendant's use of Tracking Tools, the allegations in the Complaint, or that were or could have been asserted in the Litigation (the "**Release**"). The Release shall be included as part of any Final Approval Order and Judgment so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion. The Release shall constitute and may be pleaded as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims. In the event any Class Member attempts to prosecute an action in contravention of a Final Approval Order and Judgment or the Settlement Agreement, counsel for any of the Parties may forward the Settlement Agreement and the Final Approval

Order and Judgment to such Class Member and advise such Class Member of the Release provided pursuant to the Settlement Agreement. If so requested by Defendant or counsel for Defendant, Class Counsel shall provide this notice.

86. Subject to Court approval, as of the Effective Date, Plaintiffs and all Class Members who do not timely and validly opt out of the Settlement shall be bound by this Settlement Agreement and the Release, and all of the Released Claims shall be dismissed with prejudice and released.

87. The Released Claims include the Release of Unknown Claims. “**Unknown Claims**” means claims relating in any way to the subject matter of the Complaint that could have been raised in the Litigation and that any of the Plaintiffs and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspect to exist, which, if known by them, might affect their agreement to release Defendant and all other Released Persons, or might affect their decision to agree to, or to object or not to object to, the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs (on behalf of themselves and each Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment the Class Members shall have, released any and all Released Claims, including Unknown Claims. Plaintiffs (on behalf of themselves and each Class Member) may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but

Plaintiffs (on behalf of themselves and each Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

88. For the avoidance of doubt, no claims for medical negligence involving personal injury are included in the Released Claims.

89. On entry of the Final Approval Order and Judgment, the Plaintiffs and Class Members shall be enjoined from prosecuting the Released Claims in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

90. The Parties agree that the Released Persons will suffer irreparable harm if any Class Member asserts any Released Claims against any Released Persons, and that in such event, the Released Persons may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

91. Without in any way limiting the scope of the Release, the Release covers any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members, or any of them, in connection with or related in any manner to the Litigation (except for the Attorneys' Fees and Expenses Award to be paid to Class Counsel as specifically provided in Section V and elsewhere in this Agreement), the Alleged Pixel Disclosure, Defendant's use of Tracking Tools as alleged in the Litigation, the

Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

92. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XI. Effective Date

93. The Effective Date of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;
- c. The Court-approved Short-Form Notice has been emailed or mailed, other notice required by the Notice Program has been effectuated, and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. The Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement, as provided above; and
- e. The Final Approval Order and Judgment have become Final, as defined in Paragraph 15(v).

XII. Miscellaneous Provisions

94. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

95. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Alleged Pixel Disclosure, Defendant's use of any Tracking Tools, or allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

96. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties and their counsel agree to reasonably undertake their best efforts and mutually cooperate to effectuate this Agreement and the terms of the proposed Settlement set forth herein, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of

the Court or otherwise. The Parties further agree to reasonably cooperate in the defense of this Agreement against objections made to the Settlement or a Final Approval Order and Judgment at the Final Approval Hearing or in any appeal of a Final Approval Order and Judgment or in any collateral attack on this Agreement or a Final Approval Order and Judgment; provided, however, that Defendant shall have sole discretion in deciding whether Defendant will make any filing in connection with any objection, appeal, or collateral attack regarding the Settlement.

97. No Person shall have any claim against Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Persons, or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

98. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and agreements regarding settlement and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

99. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

100. Defendant shall not be liable for any additional attorneys' fees and expenses of any Class Members' counsel, including any potential objectors or counsel representing a Class Member individually, other than what is expressly provided for in this Agreement. Class Counsel agrees to hold Defendant harmless from any claim regarding the division of any award of Attorneys' Fees and Expenses Award, and any claim that the term "Class Counsel" fails to include any counsel, Person, or firm that claims they are entitled to a share of any Attorneys' Fees and Expenses Award in this Litigation.

101. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

102. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Class Members unless such notice is required by the Court.

103. This Settlement Agreement shall be construed under and governed by the laws of the State of North Carolina without regard to its choice of law provisions.

104. The Parties and each Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose.

105. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of North Carolina Rule of Evidence 408.

106. If any press release is to be issued by a Party, including their respective counsel, concerning the Settlement, the language of such press release must be approved in advance and in writing by the other Party. Otherwise, the Parties, and the Parties' counsel, shall not issue any press releases or make any postings on social media about this Litigation or the Settlement.

107. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement, as long as the benefits of this Settlement Agreement to Defendant or the Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

108. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Class Members.

109. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice versa) and the use of the masculine includes the feminine (and vice versa).

110. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement. Scanned signatures or signatures sent by email or facsimile shall be as effective as original signatures.

111. Each Party to this Settlement Agreement and the signatories thereto warrant that they are acting upon their independent judgment and the advice of their counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

112. Each signatory below warrants that they have authority to execute this Settlement Agreement and bind the Party on whose behalf they are executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

[Signature page follows]

AGREED TO BY:

Plaintiffs:

By: Colin Roberts
colin roberts

Name: Julie Roberts

Date: 2026-01-14

By: Judith Sigmon
Judith Sigmon

Name: Judith Sigmon

Date: 2025-10-30

By: Chrisanna Brown
Chrisanna Brown

Name: Chrisanna Brown

Date: 2025-10-30

By: Darielle Hill
Darielle Hill

Name: Darielle Hill

Date: 2025-10-30

Attorneys for Plaintiffs:

David Almeida
David Almeida

David S. Almeida
Almeida Law Group LLC

Date: 2025-10-31

Brandon Wise
Brandon Wise

Brandon Wise
Peiffer Wolf Carr Kane Conway & Wise,
LLP

Date: 2025-10-30

*Defendant The Charlotte-Mecklenburg
Hospital Authority:*

By: _____

Name: _____

Date: _____

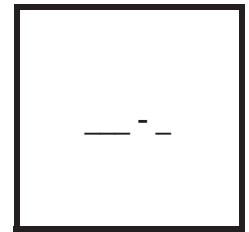
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Your claim must be submitted online or postmarked by: Month xx, 202x

CLAIM FORM

Julie Roberts, et al. v. The Charlotte-Mecklenburg Hospital Authority, Case No. 25CV057073-590 Mecklenburg County Superior Court



GENERAL INSTRUCTIONS

If you received a Notice, the Settlement Administrator identified you as one of the Class Members in the above referenced Litigation. You may submit a claim for Settlement benefits, as outlined below. Please refer to the Long-Form Notice posted on the Settlement Website www.[website].com for more information.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Julie Roberts, et al. v. The Charlotte-Mecklenburg Hospital Authority c/o Kroll Settlement Administration PO Box XXXX New York, NY 10150-XXXX

As a Class Member, you may submit a claim as set forth below:

You may submit a Claim for a cash payment, which may increase or decrease depending on whether you are eligible for a Group 1 Settlement Payment or Group 2 Settlement Payment and depending on how many valid Claims are made. The Settlement Administrator will review and evaluate your Claim Form and determine if you are eligible for either a Group 1 Settlement Payment or Group 2 Settlement Payment.

I. PAYMENT SELECTION

If you would like to elect to receive your payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Grid for First Name input

Last Name

Grid for Last Name input

Address 1

Grid for Address 1 input

Address 2

Grid for Address 2 input

City

State

8307600000000

8307600000000

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--

Zip Code

Telephone Number

--	--	--	--	--

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III. PROOF OF CLASS MEMBERSHIP

Check this box to certify that you had a MyAtriumHealth or MyCarolinas Patient Portal account at some point between January 1, 2015 and April 10, 2024.

Enter the Notice ID provided on your Postcard or Email Notice:

--	--	--	--	--	--	--	--	--	--	--	--

VI. ATTESTATION & SIGNATURE

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature

Date

Reminder Checklist

If your address changes or you need to make a future correction or update to the address you provide on this Claim Form, please visit the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at **(xxx) xxx-xxxx**.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Mecklenburg County Superior Court

Julie Roberts, et al. v. The Charlotte-Mecklenburg Hospital Authority, Case No. 25CV057073-590

Did you have a MyAtriumHealth or MyCarolinas patient portal account between January 1, 2015 and April 10, 2024?

You could get benefits from a class action settlement.

A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health (“Atrium Health”) in a class action lawsuit about Atrium Health’s use of pixel technology.
- You are included in this Settlement if you are a Class Member, you reside in the United States, and you had a MyAtriumHealth or MyCarolinas patient portal (“Patient Portal”) account between January 1, 2015 and April 10, 2024.
- Your rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY <u>Month, __, 202X</u>	The only way to receive a payment from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.[website].com or mail it to the Settlement Administrator. You may also call the Settlement Administrator to receive a paper copy of the Claim Form.
OPT-OUT OF THE SETTLEMENT BY <u>Month, __, 202X</u>	You can choose to Opt-Out of the Settlement. This option allows you to sue, continue to sue or be part of another lawsuit against Atrium Health related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you Opt-Out, you will not be able to receive a Settlement Payment and you will be bound by the terms of the Class Action Settlement Agreement and Release.
OBJECT TO THE SETTLEMENT BY <u>Month, __, 202X</u>	If you do not Opt-Out of the Settlement, you may Object to the Settlement by writing to the Court about why you don’t like it.
ATTEND A HEARING ON <u>Month, __, 202X</u>	You may ask the Court for permission to speak about your Objection at the Final Approval Hearing. If you Object, you may also file a claim for a Settlement Payment.
DO NOTHING	If you do nothing, you will not receive a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Atrium Health related to the legal claims resolved by this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Julie Roberts, et al. v. The Charlotte-Mecklenburg Hospital Authority*, Case No. 25CV057073-590 (Mecklenburg Cnty. Sup. Ct.). The individuals who filed this lawsuit are called “Plaintiffs,” and the company they sued is The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health or just “Atrium Health.”

2. What is this lawsuit about?

Atrium Health used pixel technology on its Website and, for a limited time—between January 1, 2015 and July 31, 2019—in its Patient Portal (collectively, “Web Properties”). Plaintiffs have alleged that the use of pixel technology led to the disclosure of personal and/or health-related information of Plaintiffs and Class Members to third parties, including Meta (formerly known as Facebook) and Google and resulted in the invasion of Plaintiffs’ and Class Members’ privacy. Atrium Health denies that the use of this technology is the basis for any claims. To resolve these claims, Atrium Health and representatives of Class Members have reached an agreement through which Patient Portal users who qualify can receive compensation in exchange for a release of their claims.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “Settlement Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Julie Roberts, Judith Sigmon, Darielle Hill, and Chrisanna Brown.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Atrium Health. Atrium Health denies all claims and contends that it has not violated any laws. Plaintiffs and Atrium Health agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Class Members are eligible to claim payments. Plaintiffs and their attorneys, who also represent Class Members, think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals residing in the United States who had Patient Portal accounts between January 1, 2015 and April 10, 2024.

6. Are there exceptions to being included?

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

THE SETTLEMENT BENEFITS

7. What can I get from this Settlement?

If approved by the Court, Atrium Health will pay up to \$1,800,000 to resolve the lawsuit. Of this amount, \$1,500,000 (the "Settlement Fund") will be used to pay Class Representative Service Awards, Class Counsel's Attorneys' Fees and Expenses Award, Administration Costs for Group 1 Claims, and payments to Class Members who used their Patient Portal accounts between January 1, 2015 and July 31, 2019 ("Group 1 Settlement Payments").

Atrium Health has agreed to pay up to an additional \$300,000 to individuals who had a Patient Portal account between January 1, 2015 and April 10, 2024 but did not access their account between January 1, 2015 and July 31, 2019 ("Group 2 Settlement Payments").

8. Tell me more about Group 1 Settlement Payments.

Class Members who submit a valid Claim Form attesting that they accessed or used their Patient Portal account between January 1, 2015 and July 31, 2019 may be eligible for a Group 1 Settlement Payment. This is contingent on confirmation by the Settlement Administrator that, based on Atrium Health's records, these individuals did in fact access their Patient Portal during that period. After the Class Representative Service Awards, Class Counsel's Attorneys' Fees and Expenses Award, and Administration Costs for Group 1 Claims are deducted from the Settlement Fund, the balance of the Settlement Fund will be distributed equally to Class Members who submit a valid Claim Form for a Group 1 Settlement Payment. Class Members who qualify for a Group 1 Settlement Payment are not eligible to receive a Group 2 Settlement Payment.

9. Tell me more about Group 2 Settlement Payments.

Class Members who submit a valid Claim Form attesting that they had a Patient Portal account between January 1, 2015 and April 10, 2024 will receive a payment of up to \$10. This is contingent on confirmation by the Settlement Administrator that, based on Atrium Health's records, these individuals did in fact have a Patient Portal account during that period. The final payment amount may vary based on the total number of Class Members who submit a valid Claim Form for a Group 2 Settlement Payment and may ultimately be a *pro rata* share of \$300,000. Class Members who qualify for a Group 1 Settlement Payment are not eligible to receive a Group 2 Settlement Payment.

10. What claims am I releasing if I stay in the Settlement Class?

Unless you Opt-Out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Atrium Health or its affiliates about any of the legal claims this Settlement resolves. The "Release" section in the Class Action Settlement Agreement and Release describes the legal claims that you give up if you remain in the Settlement Class. The Class Action Settlement Agreement and Release can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET A SETTLEMENT PAYMENT – MAKING A CLAIM

11. How do I submit a Claim Form and get a Settlement Payment?

You must submit a Claim Form by **MM/DD/YYYY**. The Claim Form may be submitted online at **www.[website].com** or mailed to the Settlement Administrator at: **[insert case name]**, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY **10150-XXXX**, postmarked by **MM/DD/YYYY**.

12. When will I get my Settlement Payment?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X, at X:X0 p.m.**, to decide whether to approve the Settlement, how much Attorneys’ Fees and Expenses to award to Class Counsel for representing the Settlement Class, and Service Award payments to the Class Representative who brought this lawsuit on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Class Member payments will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes, the Court appointed David Wilkerson of Wilkerson Justus PLLC, David Almeida of Almeida Law Group LLC, and Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP, to represent you and other members of the Settlement Class (“Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve Attorneys’ Fees of up to \$500,000, plus reasonable expenses not to exceed \$25,000, and \$2,500 Service Award payments to each of the Class Representatives. If approved, these amounts will be paid from the Settlement Fund before making payments to Class Members who submit valid Claim Forms for Group 1 Settlement Payments.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I Opt-Out of the Settlement?

If you do not want to receive a payment from the Settlement, and you want to keep your right to separately sue Atrium Health or its affiliates about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “Opting Out” of the Settlement Class. The Opt-Out deadline to submit a request for exclusion from the Settlement is **Month XX, 202X**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- your full name, address, and telephone number;
- a statement indicating that you want to Opt-Out of the Settlement Class;
- the case name and number, *Julie Roberts, et al. v. The Charlotte-Mecklenburg Hospital Authority*, Case No. 25CV057073-590; and
- your personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

[insert case name]
c/o Kroll Settlement Administration
ATTN: Exclusion Request
PO Box XXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a Class Member, you can choose (but are not required) to Object to the Settlement if you do not like it or a portion of it, whether that be to the Class Member payments, the request for Attorneys’ Fees, Expenses or Service Award payments, the releases provided to the Atrium Health, or some other aspect of the Settlement. Through an Objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the Objection must include:

- a. the case name and number, *Julie Roberts, et al. v. The Charlotte-Mecklenburg Hospital Authority*, Case No. 25CV057073-590;
- b. your full name, current address, telephone number, and email address;
- c. your personal signature (an attorney’s signature is not sufficient);
- d. if you are represented by an attorney, or received assistance from an attorney in drafting your Objection, the name, address, telephone number, and email address of the attorney;
- e. a statement indicating the basis for your belief that you are a member of the Settlement Class;
- f. state whether the Objection applies only to you, to a specific subset of the Settlement, or to the entire Settlement;
- g. a statement of the legal and/or factual basis for the Objection; and

- h. state whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

If you are represented by counsel and your counsel intends to speak at the Final Approval Hearing, your written Objection must also include:

- a. the identity of witnesses you intend to call to testify at the Final Approval Hearing;
- b. a description of any documents or evidence you intend to offer at the Final Approval Hearing; and
- c. a list, including case name, court, and docket number, of all other cases in which you and/or your counsel has filed an Objection to any proposed class action settlement in the past three (3) years.

Objections must be filed with the Court no later than **Month XX, 202X.**

[insert court name & address]

18. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court that you do not want to be part of the Settlement. If you exclude yourself/opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 .m.**, at **[insert address]**, to decide whether to approve the Settlement, how much Attorneys' Fees and Expenses to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this lawsuit on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an Objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written Objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Atrium Health and Related Parties, as defined in the Class Action Settlement Agreement and Release, about the legal issues resolved by this Settlement. In addition, you will be bound by the released claims in the Settlement and not be eligible to receive a Settlement Payment.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Class Action Settlement Agreement and Release. The Class Action Settlement Agreement and Release and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone, or by mail:

Toll-Free: (XXX) XXX-XXXX

Mail: *[insert case name]*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

PLEASE DO NOT CONTACT THE COURT OR ATRIUM HEALTH.

c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION

SETTLEMENT

**Did you have a
MyAtriumHealth or
MyCarolinas patient
portal account between
January 1, 2015 and April
10, 2024? You could get
benefits from a class action
settlement.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A Settlement has been reached with The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health (“Atrium Health”) in a class action lawsuit about Atrium Health’s use of pixel technology for a limited time on its Web Properties. Plaintiffs alleged that this led to the disclosure of personal and/or health-related information to third parties, including Meta and Google. Atrium Health denies that the use of this technology is the basis for any claims. To resolve these claims, Atrium Health and Plaintiffs have reached an agreement through which certain Patient Portal users can receive compensation in exchange for a release of their claims.

Am I included? According to Atrium Health’s records, you are a Class Member and may qualify for a Settlement Payment.

What does the Settlement provide? If approved by the Court, Atrium Health will pay up to \$1,800,000 to resolve the lawsuit. Of this amount, \$1,500,000 will be used to pay Class Representative Service Awards, Class Counsel’s Attorneys’ Fees and Expenses Award, Administration Costs for Group 1 Claims, payments to Class Members who used their Patient Portal accounts between January 1, 2015 and July 31, 2019 (“Group 1 Settlement Payments”). Atrium Health has also agreed to pay up to an additional \$300,000 to individuals who had a Patient Portal account between January 1, 2015 and April 10, 2024 but did not access their account between January 1, 2015 and July 31, 2019 (“Group 2 Settlement Payments”).

How do I get a Settlement Payment? You must file a Claim Form online at [www.\[website\].com](http://www.[website].com), or print a Claim Form from the Settlement Website and mail it to the address on the form postmarked by **Month XX, 202X**. The Settlement Administrator will then review and evaluate your Claim Form and determine if you are eligible for either a Group 1 Settlement Payment or Group 2 Settlement Payment based on Atrium Health’s records.

What are my other options? If you do nothing, you will not be eligible to receive a Settlement Payment, you will remain a member of the Settlement Class and you will give up your rights to sue Atrium Health for the claims resolved by this Settlement. If you do not want a Settlement Payment, but you want to keep your right to sue Atrium Health for the claims resolved by this Settlement, you must Opt-Out of the Settlement. If you do not Opt-Out of the Settlement, you may Object to it and ask the Court for permission to speak at the Final Approval Hearing. The deadline to Opt-Out or Object is **Month XX, 202X**.

The Court’s Final Approval Hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, Attorneys’ Fees of up to \$500,000, plus reasonable expenses not to exceed \$25,000, and \$2,500 Service Awards to each of the Class Representatives. If approved, these amounts will be deducted before making payments to Class Members.

Want more information? Visit [www.\[website\].com](http://www.[website].com) for complete details about the settlement and how to act on your rights and options. You may also call (xxx) xxx-xxxx for more information.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
No. 25-CV-_____

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.

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 _____
_____(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:

Event	Deadline	Date
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	60 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	

IT IS SO ORDERED,

Hon. XXX, Circuit Judge

Signature Certificate

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Roberts v CMHA - Settlement Agreement (Final 10.30.25) - For Sig (002)

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465eb0b6d2e8fa943b55812cd6a61a97e8876913d7614f0

Signatories



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Email: colin.elijah.roberts@gmail.com

Device: Safari 26.1 on iPhone iOS 18.7 (smartphone)

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