

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24CV028463-400

CAMISHA McKOY and VANITA
EDWARDS, individually and on
behalf of all others similarly
situated,

Plaintiffs

v.

OTT CONE & REDPATH, P.A.

Defendant.

**ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FILED

DATE: December 17, 2025

TIME: 12:21:20 PM

GUILFORD COUNTY

CLERK OF SUPERIOR COURT

BY: P. Williams

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (the "Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement (the "Final Order and Judgment") involving Plaintiffs Camisha McKoy and Vanita Edwards ("Plaintiffs" or "Class Representatives") and Defendant Ott Cone & Redpath, P.A. ("Ott Cone" or "Defendant") as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval, and having conducted a Final Approval Hearing on December 15, 2025, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Rule 23 of the North Carolina Rules of Civil Procedure (the “Rule(s)”) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ON THIS ____ th day of 12/16/2025, 2025, **ORDERED** that:

1. The Settlement involves allegations in Plaintiffs’ Amended Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information (“PII”) of certain individuals and that this alleged failure caused injuries to Plaintiffs and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Defendant and the Court expressly does not make any finding of liability or wrongdoing by Ott Cone.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On August 18, 2025, the Court entered an Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”), which among other things: (a) approved the Notice to the

Settlement Class, including approval of the form and manner of Notice under the notice program set forth in the Settlement Agreement; (b) conditionally certified a Settlement Class in this matter, including defining the class; (c) provisionally appointed Plaintiffs Camisha McKoy and Vanita Edwards as the Class Representatives; (d) provisionally appointed Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement; (f) set deadlines for opt-outs and objections; (g) approved and appointed the Claims Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, the Court conditionally certified the Settlement Class in this matter, defined as follows:

All individuals who were notified that their Private Information was potentially compromised in June 2024 Data Breach.

The Settlement Class includes 34,457 persons. Excluded from the Settlement Class are: (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Rule 23.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for Defendant to pay certain monetary amounts and/or credit monitoring to Settlement Class Members making valid claims. The Settlement also provides for the following:

- a) A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Claims Administrator mutually agreed upon by Settlement Class Counsel and Defendant.
- b) All Costs of Notice and Settlement Administration.
- c) A Court-approved amount for attorneys' fees and expenses of Settlement Class Counsel not to exceed \$200,000.
- d) A Court-approved Service Award to each Class Representative not to exceed \$2,500.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing and the proposed motion for attorneys' fees, costs, and service awards has been provided to Settlement Class Members are directed by this Court's Orders, and an affidavit or declaration of the Claims Administrator's compliance with the notice program has been filed with the Court.

10. The Court finds that such Notice as therein ordered constitutes reasonable notice of the commencement of the class action as directed by the Court in compliance with the requirements of Rule 23(c).

11. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has been passed.

12. The Court notes that no objections were filed or received, further supporting final approval of the Settlement.

13. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

14. As of the final date of the Opt-Out Period, no Settlement Class Members submitted a valid request for exclusion. Accordingly, no Class Members are excluded from the Settlement.

15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

16. Pursuant to the Settlement Agreement, the Claims Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

17. The Court appoints Plaintiffs Camisha McKoy and Vanita Edwards as Class Representatives.

18. The Court appoints Strauss Borelli, PLLC, Milberg Coleman Bryson Phillips Grossman, PLLC, and Srourian Law Firm, P.A. as Settlement Class Counsel.

19. The Court hereby grants Plaintiffs' \$200,000.00 request for attorneys' fees and expenses, and makes service awards of \$2,500 per Class Representative.

20. The Court finds that, except as to those persons who have timely and validly requested exclusion from the Settlement Class as identified above, the Settlement Agreement shall be deemed to have released and forever discharged the Released Parties of and from liability for any and all Released Claims, including Unknown Claims, as those terms are defined in the Settlement Agreement.

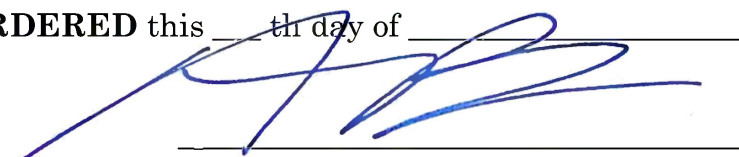
21. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

22. This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

12/16/2025 9:51:07 PM

SO ORDERED this 16th day of December, 2025.

12/16/2025



Superior Court Judge Presiding