

STATE OF NORTH CAROLINA
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24-CV-028463-410

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

Plaintiffs,

v.

OTT CONE & REDPATH, P.A.,

Defendant.

**ORDER GRANTING UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

FILED

DATE: August 18, 2025

TIME: 10:24:16 AM

GUILFORD COUNTY

CLERK OF SUPERIOR COURT

BY: P. Williams

THIS MATTER came before the Court on Plaintiffs Camisha McKoy and Vanita Edwards (“Plaintiffs” or “Class Representatives”) Unopposed Motion for Preliminary Approval of the Class Action Settlement (“Motion for Preliminary Approval”). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant Ott Cone & Redpath, P.A. (“Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

Plaintiffs brought this class action against Defendant on December 23, 2024. In the Class Action Complaint (“Complaint”), Plaintiff asserted claims for: (1) Negligence; (2) Negligence *Per Se*; (3) Breach of Implied Contract; (4) Unjust Enrichment; (5) Breach of Fiduciary Duty; (6) Violation of North Carolina Unfair Trade Practices Act and Data Breach Notice Statute, N.C.G.S. 75-1.1, *et seq*, and; (7) Violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201

et seq.; According to the Amended Complaint, Defendant failed to adequately secure its network, and that as a result, cybercriminals were able to access certain systems on Defendant's network, resulting in potential unauthorized access to sensitive personal information belonging to Plaintiffs and the putative Class Members (the "Data Incident").

Plaintiffs allege that Defendant provided notice of the Data Incident in or around 13 December 2024. Plaintiffs allege to be among the group of individuals to whom Defendant sent a notification. The private information potentially compromised in the Data Incident included names, dates of birth, Social Security numbers, medical treatment information, health insurance information, and financial account information ("PII").

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm's-length negotiations. The Parties have agreed to settle the Lawsuit, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Lawsuit with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, **IT IS HEREBY ORDERED** that Plaintiffs' Unopposed Motion for Preliminary Approval is **GRANTED** as set forth herein.¹

¹ Unless otherwise indicated, capitalized terms used in this Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only, the Court conditionally certifies the Settlement Class in this matter as follows:

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

The Settlement Class includes approximately 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 conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable; (2) there are questions of law or fact common to the Settlement Class which predominate over any questions affecting only individual class members; (3) the claims or defenses of the representative parties are

("Preliminary Approval Order") have the same meaning as stated in the Settlement Agreement.

typical of the claims or defenses of the Settlement Class; (4) the representative parties will fairly and adequately protect the interests of the Settlement Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

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

Plaintiffs Camisha McKoy and Vanita Edwards are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class members, and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

The Court finds that the following counsel are experienced and adequate and are hereby provisionally designated as Settlement Class Counsel: Milberg Coleman Bryson Phillips Grossman, PLLC; Strauss Borelli PLLC, and Srourian Law Firm.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on, December 15, 2025 at 10:00 a.m., to determine, among other things, whether: (a) this

matter should be finally certified as a class action for settlement purposes; (b) the Settlement Agreement between the Parties should be finally approved; (c) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (d) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (e) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the Release set forth in the Settlement Agreement; (f) Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards should be approved; (g) Strauss Borelli PLLC, Milberg Coleman Bryson Phillips Grossman, PLLC, and Srourian Law Firm should be appointed as Settlement Class Counsel; and (h) Plaintiffs Camisha McKoy and Vanita Edwards should be appointed as Class Representatives.

6. **Administration.** The Court appoints CPT Group, Inc. as the Settlement Administrator, with responsibility for the notice program and claims administration activities that make up the Settlement Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. The Costs of Settlement Administration, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement pursuant to the terms of the Settlement Agreement, shall be paid by Defendant.

7. **Notice to the Class.** The proposed notice program set forth in the Settlement Agreement, and in the Claim Form, Short Form Notice, and Long Form

Notice attached, respectively, as Exhibits A, B, and C to the Settlement Agreement, constitute reasonable notice of the commencement of the action and of the terms of the proposed class action settlement and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Claims Administrator and the Parties are directed to carry out the notice program in conformance with the Settlement Agreement.

Within thirty (30) days after entry of this Order (the “Notice Commencement Date”), the Settlement Administrator shall initiate the notice program, which shall be completed in the manner set forth in Section 3 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class. Specifically, the Class Notice, in particular the Short Form Notice, is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Moreover, the Class Notice is clear and straightforward: the Long Form Notice apprises Settlement Class Members of the pendency of the Lawsuit; describes the essential terms of the Settlement; defines the Settlement Class; clearly describes the options available to the Settlement Class and the deadlines for taking action; explains procedures for making claims, objections, or requesting exclusion; discloses the Plaintiffs’ requested attorneys’ fees, costs, and expenses, and Class

Representatives' requested Service Award; describes the date, time, and place of the Final Approval Hearing; and prominently displays the address and phone number of proposed Settlement Class Counsel. Finally direct mail of the Short Form Notice, combined with publishing of all Class Notice documents on the Settlement Website, is designed to be the best reasonable notice of the settlement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the notice program meets all applicable requirements of due process and law.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must send a letter to the Settlement Administrator no later than sixty (60) days after the Notice Date, stating he or she wants to be excluded from the Settlement in either this Action, and include his or her name, address, and signature. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement Class shall be bound by the terms of the Settlement Agreement. If a Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter,

including, but not limited to, the releases set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards for the Class Representatives.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is submitted to the Settlement Administrator in a timely fashion as explained in Paragraph 68 of the Settlement Agreement. The Objection Date is set at **60 days after the date that Class Notice is presented to the Settlement Class**. For an objection to be considered by the Court, the objection should include all of the information set forth in Paragraph 68 of the Settlement Agreement, which is as follows:

- (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Breach or a statement explaining why the

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

Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

Except upon a showing of good cause, if the Final Order and Judgment is entered, any Settlement Class Member who fails to substantially comply with the requirements for objecting in this Preliminary Approval Order and in Paragraph 5.1 of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement, this Preliminary Approval Order, and all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement,

11. **Claims Process and Distribution and Allocation Plan.** Class Counsel and Defendant's Counsel have created a process for assessing the validity of claims and a payment methodology to Settlement Class members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement benefits

to the Settlement Class and the plan for distributing Settlement benefits, as described in Section 8 of the Settlement Agreement.

Settlement Class members who qualify for Settlement benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice. If Final Judgment is entered, all Settlement Class members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice shall be forever barred from receiving any Settlement benefit and will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including the Releases contained therein, and the Final Approval Order and Judgment.

Prior to the Final Approval Hearing, Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to the Notice Program.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's

orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

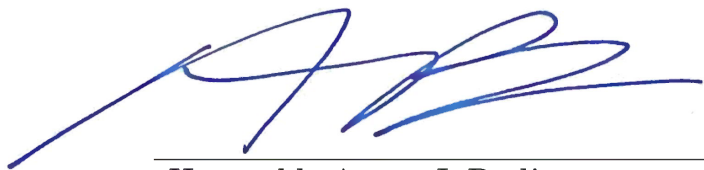
15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator.

16. **Summary of Deadlines.** The preliminary approved Settlement shall be administered according to its terms pending the Final Approval Hearing.

Deadlines arising under the Settlement and this Order include, but are not limited to:

EVENT	DATE
Notice Commencement Date	30 Days after entry of the Preliminary Approval Order
Opt-Out and Objection Deadline	60 Days after Notice Commencement Date
Deadline for Class members to Submit Claim Forms	90 Days after Notice Commencement Date
Final Approval Hearing	DECEMBER 15, 2025, 10:00 A.M.

IT IS SO ORDERED this 12th day of August, 2025.

A handwritten signature in blue ink, appearing to read 'A. Berlin', is written over a horizontal line.

Honorable Aaron J. Berlin
Superior Court Judge Presiding