

STATE OF NORTH CAROLINA
COUNTY OF STANLY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT No.23CVS-105
BUSINESS COURT No.2023CVS105

CRYSTAL WILLIAMS, on behalf
of herself and all others similarly
situated,

Plaintiff,

v.

MONARCH,

Defendant

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

THIS MATTER came before the Court on Plaintiff Crystal Williams' ("Plaintiff" or "Class Representative") Unopposed Motion for Preliminary Approval of the Class Action Settlement ("Motion for Preliminary Approval"). Plaintiff, individually, and on behalf of the proposed Settlement Class, and Defendant Monarch ("Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

Plaintiff brought this class action against Defendant on 2 February 2023. In the Class Action Complaint ("Complaint"), Plaintiff asserted claims for: (1) Negligence; (2) Breach of Contract (3) Breach of Implied Contract, (4) breach of fiduciary duty, (5) breach of confidence, and (4) violations of North Carolina's Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, *et seq.*, and declaratory judgment. According to the Complaint, Defendant allowed a third-party access to some of its computer systems and data resulting in access to sensitive personally identifiable information ("PII") associated with current and former Monarch patients,

including Plaintiff (the “Data Breach”). Defendant provided notice of the Data Breach in or around December 2022. Plaintiff alleges to be among the group of individuals to whom Defendant sent a notification. The PII potentially compromised in the Data Breach consisted of names, dates of birth, Social Security numbers, and protected health information.

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

All persons whose Private Information was compromised as a result of the Data Breach.

¹ Unless otherwise indicated, capitalized terms used in this Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as in the Settlement Agreement.

The Settlement Class includes approximately 57,564 persons. Excluded from the Settlement Class are:

any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Monarch's officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

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 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.

Plaintiff Crystal Williams is hereby provisionally designated and appointed as the Class Representative. The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class Members, and is typical of the Settlement Class, and, therefore, she will be an adequate Class Representative.

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, and Migliaccio & Rathod LLP.

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 22 May 2024 at 9:30 AM in Courtroom 6370 of the Mecklenburg County Courthouse located at 832 East Fourth Street, Charlotte, North Carolina, 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) Milberg Coleman Bryson Phillips Grossman, PLLC and Migliaccio & Rathod LLP should be appointed as Settlement Class Counsel; and (h) Crystal Williams should be appointed as Class Representative.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court at least **fourteen (14) Days prior to the date of the Final Approval Hearing**, and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards shall be filed with the Court at least **fourteen (14) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement**.

6. Administration. The Court appoints Angeion Group ("Angeion") 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 from the non-reversionary Settlement Fund.

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 as **Exhibits A, B, and C**, respectively, to the Settlement Agreement respectively 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 Settlement Administrator and the Parties are directed to carry out the notice program in conformance with the Settlement Agreement.

Within forty (40) days after entry of this Order (the “Notice Date”), the Settlement Administrator shall initiate the notice program, which shall be completed in the manner set forth in Section 4.2 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 Plaintiff’s requested attorneys’ fees, costs, and expenses, and Class Representative’s 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, email or 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 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, which Settlement Class Counsel shall file with the Court no later than **ten (10) Days prior to the Final Approval Hearing.**

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement 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. All 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: (a) filed with the Clerk of Court by the Objection Date as set forth in the Settlement Agreement (b) sent by U.S. Mail to the Settlement Administrator at the address that can be found after reviewing the Notice, and (c) filed and postmarked by no later than the Objection Date set forth in the Settlement Agreement, and as specified in the Notice. 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 also include all of the information set forth in Paragraph 6.2 of the Settlement Agreement, which is as follows:

- a. the objector's full name, address, telephone number, and email address (if any);

- b. a clear and detailed written statement that identifies the basis of the specific objection that the objector asserts;
- c. the identity of any counsel representing the objector;
- d. a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- e. the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

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, any Settlement Class Member who fails to substantially comply with the requirements for objecting in this Preliminary Approval Order and in Paragraph 6 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, and this Preliminary Approval Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement, if the Final Order and Judgment is entered.

Unless otherwise ordered by the Court, Settlement Class Counsel shall file on the Business Court's electronic docket any written objections and other documents that any Settlement Class Member files with the Clerk of Court pursuant to this

paragraph no later than one business day after the Settlement Class Member makes such filing with the Clerk of Court.

11. **Claims Process and Distribution and Allocation Plan.** Class Counsel and Monarch 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 3 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 Monarch 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.

13. **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 Monarch 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 Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily 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 Date	40 Days after entry of the Preliminary Approval Order
Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative	14 Days prior to Opt-Out and Objection Deadline
Opt-Out and Objection Deadlines	60 Days after Notice Date
Deadline for Settlement Class Members to Submit Claim Forms	90 Days after Notice Date
Deadline for Plaintiff to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	22 May 2024 at 9:30 AM

SO ORDERED this 17th day of January, 2024.

/s/ Louis A. Bledsoe, III
Hon. Louis A. Bledsoe, III
Chief Business Court Judge