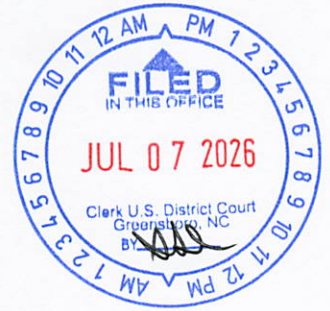


IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA



ASHIKA SINGH, individually and on)
behalf of all others similarly situated,)

Plaintiffs,)

v.)

1:24-cv-558

THE MOSES H. CONE MEMORIAL)
HOSPITAL OPERATING)
CORPORATION d/b/a CONE HEALTH)
AND THE MOSES H. CONE)
MEMORIAL HOSPITAL d/b/a CONE)
HEALTH,)

Defendants.)

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement, Dkt. 26. The Plaintiff Ashika Singh (“Plaintiff”), individually and on behalf of the proposed Settlement Class, and the Defendants The Moses H. Cone Memorial Hospital Operating Corporation, d/b/a Cone Health and The Moses H. Cone Memorial Hospital d/b/a Cone Health (together, “Defendants”), have entered into a Settlement Agreement, dated February 12, 2025, that, if approved, would resolve this action. Dkt. 26-2 (Exhibit 1 to the Joint Declaration of David Wilkerson, David Almeida, and Brandon Wise (the “Settlement Agreement”)); Dkt. 26-1 at 4. The Plaintiff seeks preliminary approval of the Settlement Agreement and their Notice Program, which the

Defendants do not oppose. Upon consideration of the record, consultation with counsel at a hearing held on June 18, 2026, and detailed review of the Settlement Agreement together with all exhibits and attachments thereto, the Court **FINDS** and **ORDERS** that:

I. PRELIMINARY APPROVAL

1. **Terms.** Unless otherwise defined herein, all terms that are capitalized shall have the same meaning ascribed to those terms in the Settlement Agreement.

2. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(a) through (d).

3. **Preliminary Settlement Approval.** The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, the parties' motion papers and briefs, and the declaration of the Settlement Administrator. Based on its review of these papers and the representations of counsel at the hearing and for purposes of the pending motion, the Court preliminarily finds the Settlement falls within the range of possible approval as fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing

relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Federal Rule of Civil Procedure 23 and relevant case law.

4. The Court therefore **GRANTS** preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein, subject to review upon motion for final approval.

II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined in the Settlement Agreement as follows:

All living individuals who from September 1, 2016, to November 3, 2022 accessed the MyChart patient portal on Defendants' Website or completed a submission form on Defendants' Website.

Excluded from the Settlement Class are: (a) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (b) employees, officers, and agents of the Defendants, Defendants' affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest; (c) persons who timely and validly request exclusion from or opt out of the Settlement Class; and (d) the legal

representatives, successors, or assigns of any such excluded persons; and (e) Class Counsel.

6. Pursuant to Federal Rule of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court preliminarily finds the proposed Settlement falls within the range of possible approval as fair, reasonable, and adequate.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: (a) the Settlement Class—roughly 375,000 individuals—is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; and (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class.

8. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only:

(a) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (b) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

9. **Appointment of Class Representative.** The Court finds that Plaintiff will likely satisfy the requirements of Federal Rule of Civil Procedure 23(e)(2)(A) and should be preliminarily appointed as the Class Representative.

10. **Appointment of Class Counsel.** The Court finds that the law firms of Almeida Law Group LLC and Peiffer Wolf Carr Kane Conway & Wise, LLP will likely satisfy the requirements of Federal Rule of Civil Procedure 23(e)(2)(A) and should be preliminarily appointed as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g)(1). Other counsel of record may and shall participate as needed and appropriate.

III. NOTICE AND ADMINISTRATION

11. **Claims Administrator.** The Court appoints Simpluris, Inc. as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

12. **Class Action Fairness Act Notice.** On April 28, 2025, the Claims Administrator served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). *See* Dkt. 32-1 at 7; Dkt. 32-2 (Declaration of Settlement Administrator Simpluris Inc.).

13. **Notice.** The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as Exhibits A-C (“Proposed Notice Program”), as clarified at the June 18, 2026, hearing, satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. *See* Dkt. 26-1. The Proposed Notice Program is thus hereby approved. Non-material modifications to these Exhibits may be made by the Claims Administrator in consultation and agreement with the Parties without further order of the Court.

14. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c)

are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) meet the requirements of the Due Process Clause(s) of the United States and North Carolina Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

15. The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement and in compliance with the requirements in this Preliminary Approval Order. The Claims Administrator shall not use or disclose the names, contact information, or any personal information disclosed to it as part of administering this settlement except to accomplish the purposes of this settlement. Selling or trading any such information is prohibited.

16. **Claims Process.** Settlement Class Counsel and Defendants have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and the Claim Form and directs the Claims Administrator to make the Claim Form available to Settlement Class Members in the manner specified in the Notice.

17. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form

shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. The deadline for submitting claims is October 5, 2026 (90 days from entry of this Order). If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

IV. EXCLUSIONS AND OBJECTIONS

18. **Exclusion from Class.** Any Settlement Class Member who wishes to opt out and be excluded from the Settlement Class must (i) state a full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; and (iii) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgement entered pursuant to the Settlement; and (iv) be postmarked on or before the Opt-Out Deadline of October 5, 2026 (90 days from entry of this Order), which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice. All requests to be excluded must be

submitted individually in connection with a Settlement Class Member, i.e., one request is required for every Settlement Class Member seeking exclusion.

19. The Claims Administrator shall promptly furnish to Class Counsel and to Defendants' counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

20. If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

21. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by October 5, 2026 (90 days from entry of this Order) (the "Objection Date"), and as stated in the Notice. To be timely, a written notice of an objection must be filed with the Clerk of the Court, with copies served on Class Counsel and counsel for Defendants, no later than the Objection Date. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to also send their written objections to the Claims Administrator at the address indicated in the Long Notice. The

Notice shall advise Settlement Class Members of the deadline for submission of any objections of October 5, 2026 (90 days from entry of this Order), which is no later than sixty (60) days after the Notice Date.

22. Any such notices of an intent to object to the Settlement Agreement must (i) set forth the Settlement Class Member's full name, current address, telephone number and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) state the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (vii) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class or to the entire Settlement Class; (viii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (ix) identify all counsel representing the Settlement Class Member, if any; (x) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; (xi) contain 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; and (xii) state whether the objecting Settlement Class

Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

23. If an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must also include: (i) the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; and (ii) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing.

24. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in Section VII of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

V. FINAL APPROVAL HEARING

25. A Final Approval Hearing shall be held on November 5, 2026, at 2:00 p.m. in the United States District Court, Middle District of North Carolina, 324 W. Market Street Greensboro, NC 27401.

26. At the Final Approval Hearing, the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Federal Rules Civil Procedure 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Federal Rule Civil Procedure 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the preliminary appointment of Class Counsel should be made final; (f) the application of Class Counsel for an award of Attorneys' Fees and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); (g) the preliminary appointment of the Class Representative should be made final; and (h) the application of the Class Representative for a Service Award should be approved.

27. 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 Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

VI. DEADLINES, INJUNCTION, AND TERMINATION

28. **Stay of Litigation and Injunction.** All proceedings and deadlines in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

29. **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 before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and

effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

30. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the 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 Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

31. **Posting on the Court Website.** The Court may post this Order and Settlement Agreement on the Court website. The Court will discuss this further with the Plaintiff and Defendants should the Court decide to do so.

32. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

Defendants to provide Class List to Administrator	+ 21 days after preliminary approval (July 28, 2026)
Administrator to provide Notice (Notice Date)	+ 30 days after preliminary approval (August 6, 2026)
Objection / Opt-Out (Exclusion) Deadline	+60 days after Notice Date October 5, 2026
Claims Deadline	+60 days after Notice Date October 5, 2026
Motion For Final Approval to be filed (14 days before Final Approval Hearing)	October 22, 2026
Joint Recommendation for Potential <i>Cy Pres</i> Recipient (14 days before Final Approval Hearing)	October 22, 2026
Application for Attorneys' Fees, Expenses, and Service Award (45 days before Final Approval Hearing)	September 21, 2026
Final Approval Hearing	November 5, 2026
Effective Date	+ 30 days after final approval
Claims Payment	+ 30 days after Effective Date
Payment of Attorney's Fees, Expenses, and Service Awards	+ 30 days after Effective Date
Settlement Website Deactivation	+90 days after Claims Deadline January 3, 2027

IT IS SO ORDERED.

This the 7th day of July, 2026.


LINDSEY A. FREEMAN
UNITED STATES DISTRICT JUDGE