UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

AFRIKA WILLIAMS, on behalf of herself and all others similarly situated, Plaintiff, v. DUKE UNIVERSITY HEALTH SYSTEM, INC., Defendant.	Case No. 1:22-cv-00727-WO-JEP CLASS ACTION

PLAINTIFF'S UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and this Court's March 19, 2026, Amended Order Granting Preliminary Approval of Class Action Settlement (ECF No. 81) ("Preliminary Approval Order"), Plaintiff Afrika Williams, individually and on behalf of others similarly situated, respectfully moves this Court to:

1. Grant final approval to the settlement described in the Settlement Agreement and Release ("Settlement Agreement") between Plaintiff and Duke University Health System, Inc. ("DUHS" or "Defendant") (ECF No. 76-1) as fair, reasonable, and adequate;

2. Finally certify the Settlement Class pursuant to Rule 23;

3. Finally approve the appointment of Plaintiff as Class Representative;

4. Finally approve the appointment of Peter H. Burke and James R. Harrell of CR Legal Team, LLP, and Karen Hanson Riebel, Kate M. Baxter-Kauf, and Maureen Kane Berg of Lockridge Grindal Nauen PLLP, as Class Counsel; and

5. Grant Plaintiff's Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Award to Class Representative filed on July 2, 2026 (ECF No. 82).

This Motion is based upon: (1) Plaintiff's Memorandum of Law in Support of Unopposed Motion for Final Approval of Class Action Settlement; (2) the Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program; (3) the Declaration of Kate M. Baxter-Kauf in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 76-2); (4) the Declaration of Peter Burke in Support of Plaintiff's Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Award to Plaintiff (ECF No. 83-1); (5) the Declaration of Kate M. Baxter-Kauf in Support of Plaintiff's Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Award to Plaintiff (ECF No. 83-2); (6) the Settlement Agreement; (7) the Preliminary Approval Order; (8) the records, pleadings, and papers filed in this action; and (9) such other documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of this Motion on August 27, 2026.

For the reasons described in Plaintiff's memorandum of law in support of this motion, Plaintiff respectfully requests that this Court grant the motion and enter the proposed Order and proposed Judgment.

Dated: August 13, 2026

Respectfully submitted,

/s/ James Harrell
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**Special Appearances Entered*

Counsel for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2026, I served a copy of the foregoing via electronic filing in the ECF System for the USDC Middle District of North Carolina.

/s/ James Harrell
James Harrell

EXHIBIT 1

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

AFRIKA WILLIAMS, on behalf of herself and all others similarly situated, Plaintiff, v. DUKE UNIVERSITY HEALTH SYSTEM, INC., Defendant.	Case No. 1:22-cv-00727-WO-JEP CLASS ACTION

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter is before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement ("Final Approval Motion") and Plaintiff's Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Award to Class Representative ("Fees Motion"). Last year, the parties agreed to resolve this data privacy class action by settlement. [1] On March 19, 2026, the Court preliminarily approved the proposed Settlement Agreement, ordered settlement notices to be sent to the putative class members, and set a date for a final settlement fairness hearing. Amended Order Granting Plaintiff's Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") (Doc. 81).

A Final Approval Hearing was held on August 27, 2026. Prior to the Final Approval Hearing, on July 2, 2026, Plaintiff filed the Fees Motion, and on August 13, 2026, Plaintiff

[1] The terms of the settlement ("Settlement") are set forth in a settlement agreement and Release, dated May 2, 2025 ("Settlement Agreement" or "S.A.") with accompanying exhibits attached as Exhibit 1 to Plaintiff's Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on May 2, 2025. Doc. 76-1.

filed the Final Approval Motion. Counsel for the parties appeared in person and presented arguments in support of final approval of the Settlement.

Having heard the presentations of Class Counsel and Defendant's counsel, having reviewed the submissions presented with the Final Approval Motion; having considered the Fees Motion and having reviewed the materials in support thereof; for the reasons stated on the record during the Final Approval Hearing and for good cause appearing, the Court finds that the proposed Settlement meets the requirements of Rule 23 and that the requested attorneys' fees, expenses, and service award are fair and reasonable.

I. Background

A. Procedural History and Surviving Claims

On September 1, 2022, Plaintiffs Kim Naugle and Afrika Williams filed a class action complaint in the United States District Court for the Middle District of North Carolina (the "Court") captioned *Kim Naugle and Afrika Williams v. Meta Platforms, Inc. -and- Duke University Health System, Inc., WakeMed, and a Defendant Class of Facebook partner Medical Providers*, Case No. 1:22-cv-00727 asserting negligence and other common law and statutory claims relating to Duke University Health System, Inc.'s ("Defendant" or "DUHS") alleged use of a Tracking Tool on its website, which Plaintiff claims may have led to the disclosure of certain personal or health-related information to a vendor when she and others visited Defendant's website. Doc. 1. On December 28, 2022, Magistrate Judge Joi Elizabeth Peake granted a Joint Motion to Transfer and Sever the claims against Meta Platforms, Inc., and transferred them to the United States District Court for the Northern District of California for coordination with *In re Meta Pixel Healthcare Litigation*, Case No. 3:22-cv-03580-WHO. Doc. 39. On April 21, 2023, Plaintiff Kim Naugle voluntarily dismissed her case from this Court and consolidated her claims against WakeMed into an existing state court case. Doc. 44. On July 28, 2023, Plaintiff Afrika Williams filed an Amended Class Action Complaint ("Complaint") under this case number and retitled, *Afrika Williams v. DukeHealth and a Defendant Class of Facebook Partner Medical Providers* (the "Litigation"). Doc. 46. On March 27, 2024, the Court granted in part and denied in part, Defendant's Motion to Dismiss Plaintiff's Complaint dismissing Plaintiff's claims for intrusion upon seclusion— invasion of privacy, violation of the Electronic Communications Privacy Act, negligent misrepresentation, and negligence per se, and permitting Plaintiff's negligence and breach of contract claim to proceed. Doc. 55.

B. Settlement Negotiations

On July 18, 2024, the Court entered a Mediation Scheduling Order and appointed skilled mediator Jill Sperber pursuant to LR 83.9d(a). Doc. 67. The Parties participated in mediation sessions with Ms. Sperber on December 6, 2024, and February 25, 2025. With the assistance of Ms. Sperber, the Parties reached an agreement in principle to resolve the Litigation. Declaration of Kate Baxter-Kauf in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement ("Baxter-Kauf Decl."). Doc. 76-3, ¶ 13. By May 2, 2025, the Parties negotiated, drafted, and finalized the Settlement (to be paid from a $3,743,600 non-reversionary settlement fund), notice forms, and claims process. *See id.*, ¶ 8.

C. January 2026 Hearing and Preliminary Approval Order

On May 2, 2025, Plaintiffs filed an unopposed motion requesting preliminary approval of a class action settlement, Doc. 75, 76, and a signed Settlement Agreement. Doc. 76-2. On January 16, 2026, the Court held a hearing on the Motion for Preliminary

Approval, and the Court entered the Preliminary Approval Order on March 19, 2026. Doc. 81. The Court appointed Plaintiff Afrika Williams as Class Representative, and Peter H. Burke and James R. Harrell of CR Legal Team, LLP, and Karen Hanson Riebel, Kate M. Baxter-Kauf, and Maureen Kane Berg of Lockridge Grindal Nauen PLLP, as Class Counsel. Rule 23(e)(2)(A); Preliminary Approval Order ¶¶ 9-10. The Court appointed Epiq Class Action and Claims Solutions ("Epiq") to act as Settlement Administrator. *Id.*, ¶ 11. The Court further approved the forms of Notice—which state the amount of attorneys' fees that would be requested, the fact that costs and expenses would be requested, and the amount of the service award that would be requested—and approved the plan for disseminating Notice to the Class. *Id.* ¶¶ 12-14; S.A. Exs. B-C.

D. Post-Preliminary Approval

With preliminary approval, Epiq—with the help of the Parties—disseminated Notice to the Class and implemented the claims process that the Court had approved. Individual Notice was provided directly to Class Members via email and/or first-class mail beginning on May 13, 2026. Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program (Azari Decl.) ¶ 12 (Ex. 2 to Final Approval Motion). Notice reached 99% of the Settlement Class. *Id.* ¶ 19. The Notice provided each Settlement Class Member with information regarding how to reach the Settlement Website, make a Claim, and how to opt-out or object to the Settlement. Azari Decl. ¶¶13, 15. Settlement Class Members had until July 20, 2026, to submit any requests for exclusions and objections. Preliminary Approval Order ¶¶ 15, 17. Settlement Class Members had until August 16, 2026, to submit claims. *Id.*

II. Certification of Settlement Class under Rule 23

"The class action is an exception to the usual rule that litigation is conducted by and on behalf of the individual named parties only." *Comcast Corp. v. Behrend*, 569 U.S. 27, 33 (2013) (cleaned up). To qualify for the exception, the plaintiffs "must affirmatively demonstrate [their] compliance" with Federal Rule of Civil Procedure 23. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011); *see also Thorn v. Jefferson-Pilot Life Ins. Co.*, 445 F.3d 311, 318 (4th Cir. 2006) (stating "district courts must conduct a rigorous analysis to ensure compliance with Rule 23" (cleaned up)); *see generally* Fed. R. Civ. P 23(a). *See also In re Novant Health, Inc.*, Case No. 1:22-CV-697, 2024 WL3028443, at *2 (M.D.N.C. June 17, 2024)

A. Ascertainability

As a threshold matter, Rule 23 requires the proposed class members be readily identifiable and the proposed class representatives be members of the proposed class. *See Peters v. Aetna Inc.*, 2 F.4th 199, 241-42 (4th Cir. 2021) (recognizing an "implicit threshold requirement" that class members be readily identifiable); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625-26 (1997) ("A class representative must be part of the class." (cleaned up)). *In re Novant*, 2024 WL3028443, at *3.

The proposed class for settlement purposes (the "Settlement Class") is defined as all individuals residing in the United States who logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019, and June 17, 2022. S.A. ¶ 14(ll). Excluded from the Class are: (i) Defendant, and Defendant's affiliates, parents, subsidiaries, officers, and directors; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and clerks of said judge(s); and

(iii) any individual who timely and validly excludes themselves from the Settlement. *Id.* The Settlement Class consists of approximately 872,634 individuals. *Id.* Defendant identified all members of the Class by sending Epiq "one data file with 872,333 identified Settlement Class Member records, which included full names, email addresses, and mailing addresses, to the extent known ("Class List")." S.A. ¶ 14(ll); Azari Decl. ¶ 11. The Rule 23 threshold requirements are met.

B. Rule 23(a)'s Requirements of Numerosity, Commonality, Typicality, and Adequacy of Representation

As the Court determined in its Preliminary Approval Order, the proposed Settlement Class also satisfies all requirements of Rule 23. *See* Fed. R. Civ. P. 23(a), (b)(3). Nothing has occurred that would change this determination. Specifically, the action still meets the requirements of numerosity, commonality, typicality, and adequacy of representation under Rule 23(a). *Id.*; Preliminary Approval Order at 4.

Generally, "a class of 40 or more members raises a presumption of impracticability of joinder based on numbers alone," *In re Zetia (Ezetimibe) Antitrust Litig.*, 7 F.4th 227, 234 (4th Cir. 2021) Here, numerosity is easily met because there are approximately 872,634 individuals DUHS has identified as comprising the Settlement Class.

The requirements for typicality and commonality often merge because both relate to whether the claims of the plaintiffs and those of the class are so similar as to ensure that the class members' interests will be sufficiently protected. *See Kidwell v. Transp. Commc'ns Int'l Union*, 946 F.2d 283, 305 (4th Cir. 1991). *General Telephone Company of Southwest v. Falcon*, 457 U.S. 147, 157 n.13 (1982). To satisfy the commonality requirement, there must be "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). As the Supreme

Court recognized in *Wal-Mart Stores, Inc. v. Dukes*, a "single common question" will satisfy the commonality requirement so long as it is "of such a nature that its determination will resolve an issue that is central to the validity of each one of the claims in one stroke." 564 U.S. at 350. Questions common to the Settlement Class include: (1) whether DUHS's privacy policy formed an implied contract; (2) whether DUHS disclosed patient health information without their patient's consent; (3) whether DUHS's alleged disclosure of patient's health information constituted a breach of contract; (4) whether DUHS had a duty of care to protect its patients' health information; and (5) whether DUHS breached said duty of care. These common questions satisfy the commonality prong of Rule 23(a).

To satisfy typicality, the claims of the named Plaintiff must be typical of the claims of the class. Fed. R. Civ. P. 23(a)(3). Typicality is met when the claims asserted by the named Plaintiff arise from the same course of conduct and are based on the same legal theories as the claims of other class members. *Haywood v. Barnes*, 109 F.R.D. 568, 578 (E.D.N.C. 1986). Here, Plaintiff's breach of contract and negligence claims arise from the same course of conduct and are based on the same legal theories as the claims of the unnamed class members, and thus typicality is met. *Tatum v. R.J. Reynolds Tobacco Co.*, 254 F.R.D. 59, 65 (M.D.N.C. 2008).

Finally, as to adequacy of representation, the Fourth Circuit has explained:

> [T]he final three requirements of Rule 23(a) tend to merge, with commonality and typicality serving as guideposts for determining whether . . . maintenance of a class action is economical and whether the named plaintiff's claim and the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence.

Brown v. Nucor Corp., 576 F.3d 149, 152 (4th Cir. 2009). Rule 23(a)'s requirements of commonality, typicality and adequacy of representation are met.

C. Rule 23(b)(3)'s Requirements of Predominance and Superiority

Rule 23(b)(3) provides a class action may be maintained if "the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Courts have found common questions of law and fact predominated in cases involving very similar fact patterns. *See, e.g., In re Novant*, 2024 WL 3028443, at *5 (tracking pixel case); *Abubaker v. Dominion Dental USA, Inc.*, No 19-CV-1050, 2021 WL 6750844, at *3(E.D. Va. Nov. 19, 2021 (data breach case); *Hutton v. Nat'l Bd. Of Exam'rs in Optometry, Inc.*, No. 16-CV-3025, 2019 WL 3183651, at *4 (D. Md. July 15, 2019) (same). Where the actions of the defendant similarly affected every class member, common questions predominate.

Class action adjudication of this matter is also superior to other methods. The lead Plaintiff has represented the Settlement Class Members fairly and adequately. Baxter-Kauf Decl., ¶ 10. She asserts the same harms and interests and has claims typical of the Settlement Class Members. Doc. 1. Class Counsel have provided adequate representation, are experienced in class action litigation, and have worked with the lead Plaintiff since 2022. *Id.*, ¶¶ 3-6. Class certification is also superior and more efficient than individual litigation. The case involves over 870,000 members, and individual litigation would consume large amounts of resources and time of the Court and the parties, much of the work duplicative.

The requirements for class certification under Rule 23(a) and (b)(3) are met.

III. Final Settlement Approval

To determine final approval of a class settlement, the Fourth Circuit "adopted a bifurcated analysis, separating factors relating to the 'fairness' of the settlement from those relating to its 'adequacy'" referred to as the *Jiffy Lube* Test. *Jiffy Lube*, 927 F.2d at 158-59; *Horton v. Merrill Lynch, Pierce, Fenner & Smith*, 855 F. Supp. 825, 828 (E.D.N.C. 1994). Reviewing courts begin with a "strong initial presumption that the compromise is fair and reasonable." *S.C. Nat. Bank v. Stone*, 139 F.R.D. 335, 339 (D.S.C. 1991). The proposed settlement is "not to be judged against a hypothetical or speculative measure of what might have been achieved by negotiators" in the best of all possible deals. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (affirming district court's final approval of class settlement).

A. The Settlement Terms Meet the *Jiffy Lube* Adequacy Requirement

"Adequacy" is determined by examining "(1) the relative strength of the plaintiffs' case on the merits, (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial, (3) the anticipated duration and expense of additional litigation, (4) the solvency of the defendants and the likelihood of recovery on a litigated judgment, and (5) the degree of opposition to the settlement." *Jiffy Lube*, 927 F.2d at 158-59; *Horton*, 855 F. Supp. at 828.

By their very nature, because of the many uncertainties of outcome, difficulties of proof, and lengthy duration, class actions readily lend themselves to compromise. *See S.C. Nat'l Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990) (noting that settlement spares litigants the uncertainty, delay, and expense of a trial and appeals while simultaneously reducing the burden on judicial resources). Here, the first three *Jiffy Lube* adequacy factors are closely related, and weigh in favor of final approval of the proposed settlement.

The value achieved through the Settlement Agreement is guaranteed, whereas the chances of prevailing on the merits are uncertain. Cases such as this, involving alleged violations of privacy based on tracking technology, are novel, complex, risky, and expensive. *See, e.g.*, *In re Novant Health, Inc.*, 2024 WL3028443, at *10 (M.D.N.C. June 17, 2024) (granting final approval of settlement in tracking pixel case and noting that: "Unauthorized data disclosures and data tracking lawsuits present questions of law that are novel and injuries that are challenging to quantify"); *In re Google LLC St. View Elec. Commc'ns Litig.*, 611 F. Supp. 3d 872, 879, 888 (N.D. Cal. 2020), *aff'd sub nom. In re Google Inc. St. View Elec. Commc'ns Litig.*, 21 F.4th 1102 (9th Cir. 2021) (describing as "a risky case" a class action against Google for violations of the Electronic Communications Privacy Act of 1986 ("ECPA") for "us[ing] its Street View vehicles to intentionally intercept and store electronic communications transmitted by class members over unencrypted wireless internet connections" and approving a settlement which provided for injunctive relief and a $13 million settlement fund used to fund *cy pres* awards); *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1112, 1115 (9th Cir. 2020) (affirming approval of settlement in class action alleging Facebook violated the ECPA by capturing, reading, and using website links included in private messages sent or received by class members and which the District Court described as "very risky for the class.")

These same issues exist in data breach privacy actions, which are closely related to this one. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 WL 256132, at *32-33 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases . . . are particularly risky, expensive, and complex."). This case involves approximately 872,634 class members, complicated and technical facts, a well-funded and motivated defendant, and a novel theory of damages on behalf of Plaintiff. There are numerous substantial hurdles Plaintiff would have to overcome before the Court might find a trial appropriate, including Plaintiff's motion for class certification and motions for summary judgment. Like any complex class action, tracking pixel cases are challenging and time consuming to litigate.

Rather than face this risk and uncertainty, the Settlement allows for Settlement Class Members to obtain benefits within the near future—as opposed to potentially waiting for years—and eliminates the possibility of receiving no benefits whatsoever. *See In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) ([I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact . . .. That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.").

Litigating this case to a favorable conclusion will require a considerable amount of time and resources, which weighs in favor of accepting the Settlement now. *See In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010) ("Even if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory. Continued litigation carries with it a decrease in the time value of money, for '[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.'") (internal citation omitted)).

Here, the monetary relief of a *pro rata* share of the $3,743,600 non-reversionary common fund (minus the costs of settlement administration and any award of attorneys' fees, expenses, and a service award) provided for in the Settlement represents a significant and excellent result for the Settlement Class. This sizeable recovery for the Settlement Class represents real, meaningful benefits for Settlement Class Members. It provides benefits to all Settlement Class Members who make a claim, compensating them for the alleged privacy violations related to Defendant's use of the Tracking Tools. Accordingly, the Settlement easily weighs in favor of final approval.

Next, there is no evidence that Defendant is in danger of becoming insolvent. Thus, this factor is neutral in the analysis and does not preclude the Court from granting final approval.

Finally, the reaction of the Settlement Class to the proposed Settlement has been undeniably positive. As of August 11, 2026, out of the 870,569 Settlement Class Members who were sent notice, Epiq received only thirty-seven (37) exclusion requests. Azari Decl. ¶¶ 19, 23. Moreover, as of August 11, 2026, Epiq received *no objections* to the Settlement. *Id*. This is a *de minimis* number of requests for exclusion and zero objections, which supports the conclusion that the Settlement satisfies the adequacy requirement. *See Skochin v. Genworth Financial, Inc.*, 3:19-cv-49, 2020 WL 6697418, at *4 (proposed settlement satisfied adequacy requirement with 191 opt-outs and 32 objections out of a class of 207,000). "'It is well established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.'" *West v. Continental Automotive, Inc.*, No. 3:16-cv-00502-FDW-DSC, 2018 WL 1146642, at *6 (W.D.N.C. Feb. 5, 2018)) (quoting *National Rural Telecom. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (collecting cases)). The presumption in favor of final approval applies here, with no objection to the Settlement and a negligible number of opt-outs.

B. The Settlement Terms Meet the *Jiffy Lube* Fairness Requirement

"Fairness" is determined by examining "(1) the posture of the case at the time settlement was proposed, (2) the extent of discovery that had been conducted, (3) the circumstances surrounding the negotiations, and (4) the experience of counsel in the area of . . . class action litigation." *Jiffy Lube*, 927 F.2d at 158-59; *Horton*, 855 F. Supp. at 828. "A proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms' length negotiations." *Harris v. McCrackin*, Nos. 2:03-3845-23, 2:03-3943-23, 2:04-2314-23, 2006 WL 1897038, at *5 (D.S.C. July 10, 2006); *see also ADESSO Homeowners' Ass'n v. Holder Properties, Inc.*, No. 3:16-cv-710-JFA, 2017 WL 11272589, at *8 (D.S.C. May 23, 2017) ("[A] proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms' length negotiations."). This presumption applies here.

This case settled after the Court's decision on Defendant's motion to dismiss and as the parties were beginning to engage in fact and expert discovery. This was a propitious time for settlement, as the Parties could direct their resources towards a possible resolution, as opposed to lengthy and expensive formal discovery and protracted litigation. The Settlement is the result of protracted and intense, arm's-length negotiations between highly experienced attorneys who are familiar with class action litigation—and privacy class actions in particular—and with the legal and factual issues in these cases. *See* Baxter-Kauf Decl. ¶¶ 3-6, 11-13, 16-17 & Exs. A-B.

Before discussing potential settlement, the Parties completed an extensive investigation and moved through a motion to dismiss—both of which helped them to understand the strengths and weaknesses of their claims and defenses and the risks of continued litigation. *Id.* ¶¶ 7-8. The Parties then participated in one full day mediation with Jill Sperber, negotiating at arm's-length and communicating their positions through her. *Id.* ¶¶ 13, 17. Following their first mediation session, the Parties continued negotiating back and forth for weeks before participating in a second mediation with Mediator Sperber, reaching a settlement in principle and then for many weeks more negotiating the particular terms of the Settlement Agreement and associated exhibits. *Id*. Throughout all negotiations, Class Counsel and counsel for Defendant fought hard for the interests of their respective clients, as evidenced by the motion practice in this case. Negotiations were at arm's-length, and there is no evidence of collusion.

The *In re Jiffy Lube* factors weigh in favor of final approval. The Settlement meets the fairness, adequacy, and reasonableness requirements of Rule 23€. See Fed. R. Civ. P. 23(e)(2).

C. Sufficiency of the Notice

To satisfy due process, notice to class members must be the best practicable and reasonably calculated under all circumstances to apprise interested parties of the pendency of the action and afford them a reasonable opportunity to present their objections. Fed. R. Civ. P. 23(e); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985); *Mullane v. Central Hanover Bank & Trust Co*., 339 U.S. 306, 314 (1950). Individual notice should be provided where class members can be located and identified through reasonable effort. The notice may be provided by U.S. Mail, electronic, or other appropriate means. Fed. R. Civ. P. 23(c)(2)(B).

> The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified;

> (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Id.

Here, the direct email and mail Notice of Proposed Settlement (in Postcard format) is consistent with Notice programs approved by the Fourth Circuit. *See, e.g., McAdams v. Robinson*, 26 F.4th 149, 158-59 (4th Cir. 2022) (notice by email, postcard, and longform deemed adequate); *Johnson v. Goodwin*, No. 1:18CV467, 2024 WL 1097753, at *5 (M.D.N.C. Mar. 6, 2024) (email notice coupled with publication plan deemed adequate). As in *McAdams*, the notices all contained the URL of or hyperlinked to the settlement website, which contains the full Settlement Agreement, the Long-Form notice, the Short-Form notice, and FAQs. 26 F.4th at 158-59. The Notice adequately informed Settlement Class Members of the nature of the action, the definition of the class, the claims at issue, the ability of a Settlement Class Member to object or exclude themselves, and/or enter an appearance through an attorney, that the Court will exclude any class member who requests exclusion, and the binding effect of final approval and a class judgment. *See* S.A. Exs. B-C. The Notice utilized clear and concise language that is easy to understand, and the Notice was organized in a way that allowed Settlement Class Members to easily find any section that they may be seeking. Thus, it was substantively adequate.

Moreover, the Settlement Administrator—with the assistance of the Parties—has taken all necessary measures to ensure notice reached as many of the Settlement Class Members as possible. Direct notice was delivered to 99% of the Settlement Class Members. Azari Decl. ¶ 19. Such notice complies with the program approved by this Court in its Preliminary Approval

Order, is consistent with (and better than) notice programs approved in the Fourth Circuit and across the United States, is considered a "high percentage," and is within the "norm." *See* Barbara J. Rothstein & Thomas E. Willging, Fed. Jud. Ctr., "Managing Class Action Litigation: A Pocket Guide or Judges", 27 (3d Ed. 2010); *Smith v. Res-Care, Inc.*, No. CV 3:13-5211, 2015 WL 6479658, at *4 (S.D.W.Va. Oct. 27, 2015) (approving a "92.13% effective delivery rate to identified Class Members" as an "acceptable, and even exceptional, rate"); *In re Serzone Prods. Liab. Litig.*, 231 F.R.D. 221, 236 (S.D. W. Va. 2005) (approving publication notice rate of approximately 80% of the U.S. population where Settlement Class Members were exposed to notice an average of 2.6 times throughout notice program). The Notice was reasonable and satisfies the requirements of due process.

IV. Attorneys' Fees, Reimbursement of Expenses, and Service Award

A. Class Counsels' Attorneys' Fees Request is Reasonable.

Rule 23(h) of the Federal Rules of Civil Procedure provides that in a class action settlement, "the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). The Supreme Court has "recognized consistently that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); see *United States v. Tobias*, 935 F.2d 666, 667 (4th Cir. 1991) (explaining common fund is an "equitable exception to the 'American rule' that parties bear their own costs of litigation"). The common fund doctrine vests the district court holding jurisdiction over the fund to spread the costs of litigation proportionately across all persons benefited by the suit. *Id.* The

Supreme Court has "applied it in a wide range of circumstances as part of [its] inherent authority." *US Airways, Inc. v. McCutchen*, 569 U.S. 88, 104 (2013) (collecting cases).

1. Percentage of the Fund Method is Appropriate

The award of attorneys' fees is within the sound discretion of the trial judge. *Barber v. Kimbrell's, Inc.*, 577 F.2d 216, 226 (4th Cir. 1978) (further citation omitted). While the Fourth Circuit has not made obligatory a particular method of determining fees in common fund cases, it has recognized the financial significance of the contingency fee and associated risks. *In re Abrams & Abrams, PA*, 605 F.3d 238, 245 (4th Cir. 2010); *Brundle on behalf of Constellis Employee Stock Ownership Plan v. Wilmington Tr., NA*, 919 F.3d 763, 786 (4th Cir. 2019), *as amended* (Mar. 22, 2019) ("courts routinely impose enhanced common fund awards to compensate counsel for litigation risk at the expense of beneficiaries who do not shoulder this risk.").

In a class action settlement, "[c]ourts either use the lodestar method, the percentage of the fund method, or a combination of both." *Phillips v. Triad Guaranty Inc.*, No. 1:09CV71, 2016 WL 2636289, at *2 (M.D.N.C. May 9, 2016). Within the Fourth Circuit, the percentage-of-the-fund method "is the preferred approach to determine attorneys' fees." *Kruger v. Novant Health, Inc.*, No. 1:14CV208, 2016 WL 6769066, at *2 (M.D.N.C. Sept. 29, 2016) (internal citation omitted); *see also Phillips*, 2016 WL 2636289, at *2 (noting that district courts within the Fourth Circuit "overwhelmingly" prefer the percentage-of-the-fund method in common fund settlement); *Jones v. Dominion Res. Servs., Inc.*, 601 F. Supp. 2d 756, 758 (S.D.W. Va. 2009) ("The percentage method has overwhelmingly become the preferred method for calculating attorneys' fees in common fund cases."

The percentage-of-the-fund method provides strong incentives for counsel to obtain the maximum possible recovery in the shortest time possible under the circumstances by removing the incentive, which occurs under the lodestar method, for class counsel to "over-litigate" or "draw out" cases in an effort to increase the number of hours used to calculate their fees. *See Jones*, 601 F. Supp. 2d at 759; *see also Ferris v. Sprint Communs. Co. LP*, No. 5:11-cv-00667-H, 2012 WL 12914716, at *6 (E.D.N.C. Dec. 13, 2012) (noting that the percentage method "better aligns the interests of class counsel and class members because it ties the attorneys' award to the overall result achieved rather than the hours expended by the attorneys.") (internal citation and quotation omitted); *DeWitt v. Darlington Cty.*, No. 4:11-cv-00740, 2013 WL 6408371, at *6 (D.S.C. Dec. 6, 2013) ("The percentage-of-the fund approach rewards counsel for efficiently and effectively bringing a class action case to a resolution, rather than prolonging the case in the hopes of artificially increasing the number of hours worked on the case to inflate the amount of attorneys' fees on an hourly basis.").

Under the percentage method, the attorneys' fee award is calculated using the gross amount of benefits provided to class members, including administrative costs, attorneys' fees and expenses. *See Ferris*, 2012 WL 12914716, at *7-8. In this Circuit, fees constituting one-third of the settlement (or more) have been found reasonable. *McAdams v. Robinson*, 26 F. 4th 149, 162 (4th Cir. 2022) (affirming attorneys' fees award of $1,300,000 or 43% of the $3,000,000 common fund class action settlement); *Kruger*, 2016 WL 6769066, at *6 (awarding attorneys' fees of $10,666,666 comprising 1/3 of the monetary benefits made available to the class); *Chrismon v. Pizza*, No. 5:19-CV-155-BO, 2020 WL 3790866, at *5 (E.D.N.C. July 7, 2020) (noting that "[m]any courts in the Fourth Circuit have held that attorneys' fees in the amount of 1/3 of the settlement fund is reasonable." (collecting cases));

In re Cotton, 3:18-cv-00499, 2019 WL 1233740, at *4 (W.D.N.C. Mar.15, 2019) (approving an award of 33 percent of the total settlement value); *Neal v. Wal-Mart Stores, Inc.*, 3:17-cv-00022, 2021 WL 1108602, at *2 (W.D.N.C. Mar. 19, 2021). Attorneys' fees in common fund cases typically reflect "around one-third of the recovery."

2. The Relevant Factors Support the Fee Award.

Although the Fourth Circuit has not adopted specific factors for consideration in determining an appropriate attorneys' fees award in a common fund case, there are currently two sets of factors Courts in this Circuit employ. They are contained in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717–19 (5th Cir. 1974) (adopted in *Barber v. Kimbrell's, Inc.*, 577 F.2d 216, 226 (4th Cir. 1978)) and those mentioned in *In re Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 261 (E.D. Va. 2009). Both sets of factors focus on the reasonableness of the fees and many of the factors overlap.

North Carolina federal courts have used the *In re Mills* factors in the past. *See, e.g., Speaks v. U.S. Tobacco Coop., Inc.*, 324 F.R.D. 112, 155 (E.D.N.C. 2018). The *In re Mills* factors support the fee request here: "(1) the results obtained for the [c]lass; (2) objections by members of the [c]lass to the settlement terms and/or fees requested by counsel; (3) the quality, skill, and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) public policy; and (7) awards in similar cases." *In re Mills Corp. Sec. Litig.*, 265 F.R.D. at 261.

a. Class Counsel Obtained an Excellent Result for the Class

"In the Fourth Circuit, the most critical factor in calculating a reasonable fee award is the degree of success obtained." *Decohen v. Abbasi, LLC,* 299 F.R.D. 469, 481 (D. Md. 2014). Class Counsel should be rewarded for litigating this matter with considerable diligence and efficiency. Plaintiffs' counsel responded to a motion to sever and a motion to transfer, before filing a comprehensive amended class action complaint. Thereafter, Plaintiff's counsel briefed and survived, in part, Defendant's Motion to Dismiss, propounded discovery, and mediated this matter to a successful resolution, presenting the settlement agreement for preliminary approval under Fed. R. Civ. P. 23.

The $3,743,600 non-reversionary common fund represents a significant recovery for approximately 872,634 individuals in the class and is comparable to settlements in other data pixel cases. *John v. Froedtert Health, Inc.*, No. 23-CV-1935 (Milwaukee County Circuit Court) ($2,000,000 for class of 435,000); *In re Advocate Aurora Health Pixel Litigation*, No. 22-CV-1253 (E.D. Wis.) ($12,225,000 for class of 2,540,567); *In re Novant Health, Inc.*, No. 1:22-cv-00697 (M.D.N.C.) ($6,660,000 for class of 1,362,165).

b. The Class is Responding Favorably to the Settlement so Far.

As already discussed, few Class members opted-out, none objected, and tens of thousands submitted claims, demonstrating that Class Members view the Settlement favorable.

c. The Skill Required to Perform the Services Rendered Supports the Fee Request.

The expertise of the attorneys involved in this matter, combined with the complexity of the case, likewise supports the requested fee award. Class Counsel have demonstrated skill commensurate with their reputations and prosecuted a tough case on behalf of the Plaintiff and the Settlement Class. *See generally*, Memorandum in Support of Plaintiffs Unopposed Motion for Preliminary Approval of Class Action Settlement. Docs. 75, 76. Each firm invested substantial hours of both attorney and paralegal time.

Here, Class Counsel negotiated a non-reversionary common fund settlement with experienced defense counsel. Class Counsel utilized their experience to efficiently resolve this lawsuit, engaging in two mediation sessions and significant follow-up negotiations under the guidance of a qualified mediator, to reach a settlement in a largely untested area of the law.

d. A Lodestar Crosscheck Confirms the Reasonableness of Class Counsel's Fee Request.

"Given that courts in the Fourth Circuit approve of the percentage-of-the-fund method for awarding fees in common fund cases, it is not necessary for the Court to conduct a lodestar analysis." *Kruger*, 2016 WL 6769066, at *4 (internal citations and quotations omitted). "However, courts in this Circuit will review the lodestar method to serve as a 'cross-check' to ensure that the percentage award is fair and reasonable." *Id.* "[W]here used as a mere cross-check, the hours documents by counsel need not be exhaustively scrutinized by the district court." *Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 50 (2d Cir. 2000); see also *Jones*, 601 F. Supp. 2d at 766 (noting that the court "may use Class Counsels' estimate of the hours they spent working on the case" to complete the lodestar cross-check).

Class Counsel's attorneys' fees request is reasonable when analyzed under the lodestar cross-check. Here, as Class Counsel attests, they reasonably expended 733.3 hours litigating this case. Counsel for both firms coordinated their work to avoid duplication of effort. Nonetheless, extensive research was required given the novel nature of the claims asserted. Counsel drafted a voluminous and detailed initial class action complaint, responded to a motion to sever and motion to transfer, while continuing to investigate challenging and complex legal and factual claims. Furthermore, Class Counsel researched and drafted a successful, in part, opposition to Defendant's motion to dismiss, and propounded substantial paper discovery before agreeing to mediate this matter. After two full mediation sessions with Jill Serber, Esq., and the exchange of legal and factual memoranda and information counsel drafted the Settlement Agreement, the motion for Preliminary Approval, and its concomitant notices. The hours Class Counsel spent litigating this matter reflect the reasonable and necessary effort required to achieve this result.

The requested rates are reasonable too. An "attorney's actual billing rate provides a starting point for purposes of establishing a prevailing market rate." *Rum Creek Coal Sales, Inc. v. Caperton*, 31 F.3d 169, 175 (4th Cir. 1994) (internal quotation omitted). Here, Class Counsel are experienced in class action litigation, and their customary rates are within the reasonable range of rates charged by attorneys with similar levels of experience and credentials in complex class action field.

As detailed in each individual firm's declaration, Doc. 51, Class Counsels' billing rates are within the range of rates approved in the Fourth Circuit and others in this state as reasonable. See e.g., *Kruger*, 2016 WL 6769066, at *4 (approving hourly rates of $998 for attorneys with 25 years of experience, $850 for attorneys with 15-24 years of experience, $612 for attorneys with 5-15 years of experience, $460 for attorneys with 2-4 years of experience; $309 for paralegals and law clerks, and $190 for legal assistants); *Rehberg v. Flowers Baking Co. of Jamestown, LLC*, No. 3:12-cv-00596-MOC-DSC (W.D.N.C. June 30, 2017), ECF Nos. 250, 245-5, 245-1 (approving hourly rates of $975 for an attorney practicing 23 years and $590 for an attorney practicing 10 years); *McCoy v. North State Aviation, LLC*, No. 17-cv-346 (M.D.N.C June 15, 2018).

Furthermore, the multiplier in this case is below those awards in other class action cases. In the Fourth Circuit, courts have awarded positive multipliers of up to greater than 4.5. See, e.g, *Kruger*, 2016 WL 6769066, at *5 (multiplier of 3.69); *Gaston v. LexisNexis Risk Solutions Inc.*, No. 5:16-cv-00009, 2021 WL 2077812, at * 7 (W.D.N.C. May 24, 2021) (multiplier of 1.85); *Nieman v. Duke Energy Corp.*, No. 3:12-cv-00456, 2015 WL 13609363, at *1 (W.D.N.C. Nov. 2, 2015) (approving a lodestar multiplier of greater than 4.5 and discussing that a typical lodestar multiplier in class action matters ranges from 1.3 to 4.5); *In re Microstrategy, Inc.*, 172 F. Supp. 2d 778, 790 (E.D. Va. 2001) (multiplier of 2.6); *Berry v. Schulman*, 807 F.3d 600 (4th Cir. 2015) (multiplier of 1.99).

Here, Settlement Class Counsel's requested fee represents a multiplier of 1.88% as of July 2, 2024, which is squarely on the low end of the multipliers discussed above. Moreover, the multiplier will continue to decrease through the administration of settlement. The lodestar cross-check confirms that the requested fee is reasonable.

e. Data Privacy Cases are Novel and Inherently Complex.

Although nearly all class actions involve a high level of risk, expense, and complexity, this is a particularly complex class action in an especially risky area of data privacy stemming from Tracking Tool technologies. Similar Tracking Tool-based data privacy cases have faced substantial hurdles in making it past the pleading stage. *See, e.g.*, *Kurowski v. Rush Sys. for Health*, No. 22 C 5380, -- F. Supp. 3d --, 2023 WL 2349606 (N.D. Ill. Mar. 3, 2023), reconsidered by 2023 WL 8544084 (N.D. Ill. Dec. 11, 2023); *Hartley v. Univ. of Chicago Med. Ctr.*, No. 22 C 5891, 2023 WL 7386060 (N.D. Ill. Nov. 8, 2023). *Roldan v. Bland Landscaping Co., Inc.*, No. 3:20-CV-00276, 2022 WL 17824035, at *4 (W.D.N.C. Dec. 19, 2022) (In complex, multi-year class actions, the risks inherent in the litigation are immense. Indeed, settlement must be evaluated taking into account the uncertainty and risks involved in litigation and in light of the strength of the claims and possible defenses.") (internal citations and quotations omitted); *see also In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800, 2020 WL 256312, at *6 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data privacy class actions); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) (noting that data privacy cases "are particularly risky, expensive, and complex."). This case was no exception, and the Settlement was only obtained through the dedicated efforts of Class Counsel.

f. There was Substantial Risk of Non-Payment, and Public Policy Favors the Fee Request.

Plaintiff and Class Counsel faced the genuine and ever-present risk of zero recovery in the case, like all cases on a contingency fee basis. Data privacy cases are, by nature, particularly risky and expensive. Such cases also are innately complex. *See, e.g.*, *In re Equifax*, 2020 WL 256312, at *6 (recognizing the complexity and novelty of issues in data privacy class actions); *Gordon*, 2019 WL 6972701, at *1 ("noting that data privacy 'cases are particularly risky, expensive, and complex.'").

This case was no exception involving novel issues of allegedly unauthorized use of Tracking Tools involving over 872,000 Class Members, complicated and technical facts, as well as a well-funded and motivated defendant. Class Counsel, who took this matter on contingency, who expended significant time and energy into the case, and who have not yet been compensated, faced numerous challenges. Certainly, the Court's ruling on DUHS's motion to dismiss (Doc. No. 55) crystallizes some of the risks faced here.

Courts have recognized that such risk deserves extra compensation and is a critical factor in determining the reasonableness of a fee. *See*, *e.g.*, *Stocks v. Bowen*, 717 F. Supp. 397, 402 (E.D.N.C. 1989); *Gilbert LLP v. Tire Eng'g & Distribution, Ltd. Liab. Co.*, 689 F. App'x 197, 201 (4th Cir. 2017); *In re Dun & Bradstreet Credit Svcs. Cons. Lit.*, 130 F.R.D. 366, 373 (S.D. Ohio 1990); *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 548 (S.D. Fla. 1988), aff'd, 889 F.2d 21 (11th Cir. 1990); *In re Cont. Ill. Sec. Litig.*, 962 F.2d 566, 569 (7th Cir. 1992). Thus, the existence of these issues show that Class Counsel's risk of nonpayment was tangible and justifies the requested fee.

Moreover, public policy favors incentivizing "capable and seasoned counsel" to undertake complex litigation. *In re The Mills*, 265 F.R.D. at 263. Class Counsel have been involved in prosecuting other health care related pixel cases. Public policy concerns thus also weigh in favor of granting the fee request. *See Haney v. Genworth Life Ins. Co.*, No. 3:22-cv-55, 2023 WL 1111646, at *8 (E.D. Va. Jan. 30, 2023) (finding uncertain recovery and public policy "weighs in favor of the requested fee").

g. Attorneys' Fees Awards in Similar Cases

Class Counsel's fee request is consistent with the other data privacy class action cases. For example, the fee request awarded in *John v. Froedtert Health Inc.*, No. 2023CV001935 (Milwaukee County, Circuit Court), a similar pixel tracking tool class action settlement, was 35% of the gross settlement fund. Courts across the country routinely award attorneys' fees of 1/3 of the common fund in data privacy class action settlements. *Lamie v. Lending Tree, LLC*, No. 3:22-cv-00307-FDW-SCR, Doc. No. 60 (WD NC February 27, 2024) (approving one-third contingent fee for common fund data breach settlement); *Thomsen v. Morley Cos., Inc.*, No. 1:22-cv-10271, No. 2023 WL 3437802, at

*2 (E.D. Mich. May 12, 2023) (noting that "a 33% award is presumably reasonable" for attorneys' fees in a data privacy class action); *In re Forefront Data Breach Litig.*, No. 21-cv-887, 2023 WL 6215366, at *8 (E.D. Wis. Mar. 22, 2023) (awarding attorneys' fees of 1/3 of the settlement fund in a data privacy class action settlement); *Stoll v. Musculoskeletal Institute*, No. 8:20-cv-1798, 2022 WL 16927150, at *3 (M.D. Fla. July 27, 2022) (same); *Migliaccio v. Parker Hannifin Corp.*, No. 1:22-cv-835, Doc. 42 (S.D. Ohio Aug. 2, 2023) (same); *Tucker v. Marietta Area Healthcare, Inc.*, No. 2:22-cv-184, Doc. 38 (S.D. Ohio Dec. 7, 2023) (same).

B. Class Counsels' Litigation Expenses are Reasonable.

Federal Rule of Civil Procedure 23(h) allows a court approving a class settlement to "award reasonable…nontaxable costs that are authorized by law or by the parties' agreement." Accordingly, courts in the Fourth Circuit allow plaintiffs to recover "reasonable litigation-related expenses as part of their overall award." *Decohen*, 299 F.R.D. at 483 (citation omitted). "Litigation expenses such as supplemental secretarial costs, copying, telephone costs and necessary travel are integrally related to the work of the attorney and the services for which outlays are made may play a significant role in the ultimate success of litigation…." *Daly v. Hill*, 790 F.2d 1071, 1083 (4th Cir. 1986).

The Settlement Agreement permits Class Counsel to request reimbursement of litigation expenses not to exceed $30,000. Class Counsel's request for litigation expenses of $19,448.40[2] is reasonable because each expense was incurred in the prosecution of this

[2] Class Counsel may submit to the Settlement Administrator additional actual expenses incurred subsequent to their submitting their Fees Motion, including reasonable travel expenses incurred to travel to the Final Approval Hearing, the total not to exceed $30,000 as set forth in the Settlement Agreement.

litigation. The vast majority of Class Counsel's expenses were for Ms. Sperber's mediation services. The remaining costs are attributed to the filing fee, process service, pro hac vice admissions, and forthcoming travel and lodging expenses for the final approval hearing currently scheduled for August 27, 2026. Courts regularly award litigation expenses in addition to attorneys' fees in class action cases. *See, e.g.*, *Kabore v. Anchor Staffing, Inc.*, No. L-10-3204, 2012 WL 5077636, at *10 (D. Md. Oct. 17, 2012) ("It is well-established that Plaintiffs who are entitled to recover attorneys' fees are also entitled to recover reasonable litigation-related expenses as part of their overall award."). Class Counsel's request for expenses should be approved as fair and reasonable given that counsel has a strong incentive to keep costs and expenses at a reasonable level due to the high risk of no recovery when the fee is contingent.

C. The Requested Service Award is Reasonable.

Service awards are "routinely approved" in class actions to "encourage socially beneficial litigation by compensating named plaintiffs for their expenses on travel and other incidental costs, as well as their personal time spent advancing the litigation on behalf of the class and for any personal risk they undertook." *Kay Co.*, 749 F. Supp. 2d at 472; *Berry*, 807 F.3d at 613 (service awards compensate the class representative for work done on behalf of the class and make up for financial risk undertaken in bringing the action). Serving as a class representative "is a burdensome task and it is true that without class representatives, the entire class would receive nothing." *Id.* at 473.

Over the nearly four years of this Litigation, Williams put herself forward in litigating this case as the only named plaintiff, kept abreast of the case's status, participated in settlement negotiations, and discussed various aspects of the case with counsel. *See Burke* *v. Shapiro, Brown & Alt, LLP*, No. 3:14-cv-201 (DJN), 2016 WL 2894914, at *6 (E.D. Va. May 17, 2016). A service award of $7,500 for Ms. Williams is reasonable as she is the sole plaintiff in this action. Much larger service awards have been regularly approved by judges in this District and the Fourth Circuit. *See e.g.*, *Kruger*, 2016 WL 6769066, at *6 (granting $25,000 service awards); *Brown v. Charles Schwab & Co., Inc.*, No. 2:07-cv-03852, 2011 WL 13199227, at *7 (D.S.C. July 26, 2011) (approving $10,000 service award to named plaintiff); see also *Neal v. Wal-Mart Stores, Inc.*, 3:17-cv-00022, 2021 WL 1108602, at *2 (W.D.N.C. Nov. 2, 2015) (approving service awards of $10,000 to each Settlement Class Representative); *In re Cotton*, 2019 WL 1233740, at *4 (approving service awards of $10,000 to each Settlement Class Representative).

The requested Service Award of $7,500 is less than what has been approved in a similar class action settlement. *See*, *e.g.*, *Lutz v. Electromed, Inc.*, No. 21-cv-02198, Doc. 73 (D. Minn.) (service award of $9,900 in a data breach class action). Ms. Williams aptly fulfilled her class duties, making the Service Award requested appropriate.

IT IS HEREBY ORDERED that:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Final Approval Motion and the Fees Motion are **GRANTED** as stated herein.

3. Jurisdiction: The Court has jurisdiction over the subject matter of this Litigation and over all claims raised therein and all parties thereto, including the Settlement Class.

4. The Settlement Agreement, including the exhibits attached thereto, is approved as fair, reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure. The Court finds that the Settlement was entered into by the parties for the purpose of settling and compromising disputed claims, and is fair, reasonable, and adequate, and in the best interests of all those affected by it. The Settlement Agreement was entered in good faith following informed, arm's-length negotiations conducted by experienced counsel with the assistance of a well-respected mediator and is non-collusive.

5. Class Certification for Settlement Purposes Only: For purposes of the Settlement only, the Court finds and determines that the Action may proceed as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and that: (a) the Settlement Class certified herein is sufficiently numerous, as it includes approximately 872,634 people, and joinder of all such persons would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class, and those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) as set forth below, Plaintiff and Class Counsel are adequate representatives of the Settlement Class. The proposed Class satisfies all of Rule 23's requirements, so the Court will finally certify the Settlement Class.

6. Class Definition: The Court hereby certifies, for settlement purposes only, a Settlement Class defined as:

> All individuals residing in the United States who logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019, and June 17, 2022.

7. Excluded from the Class are: (i) Defendant, and Defendant's affiliates, parents, subsidiaries, officers, and directors; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and clerks of said judge(s); and (iii) any individual who timely and validly excludes themselves from the Settlement.

8. Class Notice: The approved Notice Program provided for a copy of the Postcard Notice to be mailed and/or emailed to all Settlement Class Members for whom a valid address is available, and additional notice via the Long Form Notice posted on the Settlement Website for those whose mailing or emailing addresses were not available within Defendant's records. For mailed notices returned with a forwarding address, the Settlement Administrator mailed Short Form Notices to the forwarding addresses. The Settlement Administrator maintained the Settlement Website, which provided information about the Settlement, including copies of relevant Court documents, the Settlement Agreement, the Long Form Notice, and the Claim Form. The Settlement Administrator also maintained a toll-free number with interactive voice response, FAQs, and an option to speak to a live operator to address Settlement Class Members' inquiries.

9. Findings Concerning Notice: The Court finds and determines that the Notice Program, preliminarily approved on March 19, 2026 and implemented on May 18, 2026, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil

Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via mail and/or email and the Settlement Website providing details of the Settlement, including the benefits available, how to exclude from or object to the Settlement, when the Final Approval Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all the notices are written in plain language and are readily understandable by Settlement Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.

11. Appointment of Class Representatives: The Court appoints Afrika Williams as Settlement Class Representative pursuant to Federal Rule of Civil Procedure 23(a).

12. Appointment of Class Counsel: The Court appoints Peter H. Burke and James R. Harrell of CR Legal Team, LLP, and Karen Hanson Riebel, Kate M. Baxter-Kauf, and Maureen Kane Berg of Lockridge Grindal Nauen PLLP as Class Counsel.

13. Exclusion from Class: Any person falling within the definition of the Settlement Class had the opportunity, upon request, to be excluded from or "opt out" from the Class. The thirty-seven (37) person(s) who opted to be excluded from the Settlement shall have no rights under the Settlement, shall not share in the distribution of the Settlement benefits, and shall not be bound by the Settlement or any final judgment entered in this Action.

14. Objections and Appearances: Any Settlement Class Member had the opportunity to enter an appearance in the Action, individually or through counsel of their own choice. Any Settlement Class Member also had the opportunity to object to the Settlement and

the attorneys' fees and expenses award and to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final judgment should not be entered thereon, why the Settlement should not be approved, or why the attorneys' fees and expenses award should not be granted, as set forth in the Court's Preliminary Approval Order. There were no objections submitted in this case to either the Settlement or the attorneys' fees and expenses award. Any Settlement Class Member who did not make their objections in the manner and by the date set forth in ¶¶ 17-18 of the Court's Preliminary Approval Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

15. Release: Upon the Effective Date of this Order, the Releasing Persons, including Plaintiff and each Settlement 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 Pixel Disclosure, Defendant's use of Tracking Tools, the allegations in the Complaint, or that were or could have been asserted in the Litigation.

16. 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 Plaintiff 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 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, Plaintiff (on behalf of herself and each Settlement Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment the Settlement Class Members shall have, released any and all Released Claims, including Unknown Claims. Plaintiff (on behalf of herself and each Settlement 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 Plaintiff (on behalf of herself and each Settlement 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. Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished for the Released Claims, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Persons also shall be deemed to have, and by operation of the Judgment shall have, waived for the Released Claims any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Persons acknowledge that they may 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 this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Persons shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

17. Attorneys' Fees and Costs: Class Counsel moved for an award of attorneys' fees and litigation expenses on July 2, 2026 (Doc. 82), to which Defendant took no position. Class Counsel requested $1,247,866 in attorneys' fees and reimbursement of actual expenses of up to $30,000. The Court finds that Class Counsel's request for attorneys' fees and expenses is fair and reasonable, particularly in light of the results achieved through this litigation as well as the contingent nature of the fee award. Accordingly, Class Counsel are awarded attorneys' fees in the amount of $1,247,866 and reimbursement of actual litigation expenses in an amount of up to $30,000. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement.

18. Service Award: Plaintiff moved for her Service Award on July 2, 2026 (Doc. 82), to which Defendant took no position. Plaintiff requested a service award of $7,500.00. The Court finds that Plaintiff's request for a Service Award is fair and reasonable, particularly in light of the results obtained for the Settlement Class as a direct result of Plaintiff's willingness to act as Class Representative and assist Class Counsel in this litigation. Accordingly, Plaintiff is awarded a Service Award in the amount of $7,500.00. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement.

19. Payment to Settlement Class Members: The Settlement Administrator shall make all required payments from the Settlement Fund in accordance with the amounts and the times set forth in the Settlement Agreement, including all payments to Settlement Class Members who submitted an approved claim, for the attorneys' fees and costs, for the service award, and for all settlement administration costs.

20. Funds Held by Settlement Administrator: All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Settlement or further order of the Court.

21. This Final Approval Order, and all acts, statements, documents, and proceedings relating to the Settlement Agreement are not, and shall not 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 Pixel Disclosure, Defendant's use of any Tracking Tools, or allegations asserted in the Complaint and Litigation. This Final Approval Order and the 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 Plaintiff's claims, or any similar claims, are suitable for class treatment.

22. Dismissal with Prejudice: The above-captioned Action is hereby **DISMISSED WITH PREJUDICE**. Except as otherwise provided in this Final Approval Order and Judgment, the parties shall bear their own costs and attorneys' fees. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

23. Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Plaintiff's Unopposed Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Award to Class Representative are <u>**GRANTED** and Final Judgment is hereby entered.</u>

24. On entry of this Final Approval Order and Judgment, the Plaintiff and Settlement 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.

25. The Clerk is directed to **CLOSE THIS CASE** and **TERMINATE** any pending motions as **MOOT**.

IT IS SO ORDERED.

Dated: ____

HON. WILLIAM L. OSTEEN JR.
UNITED STATES DISTRICT COURT JUDGE

Exhibit 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

AFRIKA WILLIAMS Plaintiff, v. DUKE UNIVERSITY HEALTH SYSTEM, INC., Defendant.	Civil Action No. 1:22-cv-00727

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND ADEQUACY OF NOTICE PROGRAM

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. ("Epiq") and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter "Epiq").

OVERVIEW

5. This declaration describes the successful implementation of the Settlement Notice Program ("Notice Program") and Notices (the "Notice" or "Notices") for *Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727, pending in the United States District Court o f the Middle District of North Carolina. I previously executed my *Declaration of Cameron R. Azari,*

Esq. Regarding Notice Program ("Notice Program Declaration") on May 2, 2025, which described the Notice Program, detailed Epiq's class action notice experience, and attached Epiq's *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PROGRAM METHODOLOGY

6. Federal Rules of Civil Procedure, Rule 23 directs that notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort" and that "the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means."[1] The Notice Program satisfied these requirements.

7. The Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Program's individual notice efforts via email and/or mail to identified Settlement Class Members reached approximately 99% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. In my experience, the Notice Program was consistent with other court-approved notice programs, was the best notice practicable under the circumstances of this case, and satisfied the requirements of due process, including its "desire to actually inform" requirement.[2]

CAFA NOTICE

8. Pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, on May 12, 2025, Epiq sent 57 CAFA Notice Packages ("CAFA Notice"). The CAFA Notice was mailed via United States Postal Services ("USPS") Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). Per the direction of the Office of

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[1] Fed. R. Civ. P. 23(c)(2)(B).

[2] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950) ("But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .").

the Nevada, New York, and Connecticut Attorneys General, the CAFA Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The CAFA Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated May 12, 2025, which is included as **Attachment 1**.

NOTICE PROGRAM DETAIL

9. On March 19, 2026, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Amended Order Granting Preliminary Approval of Class Action Settlement* ("Preliminary Approval Order"). In the Preliminary Approval Order, the Court approved, for settlement purposes only, the following "Settlement Class":

> All individuals in the United States who logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019 and June 17, 2022.
>
> Excluded from the Class are: (i) Defendant, and Defendant's affiliates, parents, subsidiaries, officers, and directors; (ii) any judge, justice, or judicial officer presiding over this Litigation and the members of their immediate families and clerks of said judge(s); and (iii) any individual who timely and validly excludes themselves from the Settlement.

10. After the Court's Preliminary Approval Order was entered, Epiq implemented the Notice Program. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class Members. This declaration also discusses the administration activity to date.

NOTICE PROGRAM

Individual Notice

11. On April 16, 2026, Epiq received one data file with 872,333 identified Settlement Class Member records, which included full names, email addresses, and mailing addresses, to the extent known ("Class List"). Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts

resulted in 871,350 unique, identified Settlement Class Member records (of these, 113 records did not have a valid email address or associated mailing address and were not sent Notice).

Individual Notice – Email Notice

12. On May 13, 2026, Epiq commenced sending 869,732 Email Notices to 868,853 identified Settlement Class Members for whom a valid email address was available. Some identified Settlement Class Member records had more than one valid email address and were sent an Email Notice to each valid email address. Also, some valid email addresses were associated with multiple identified Settlement Class Members, and only one Email Notice was sent per unique, valid email address. Prior to sending the Email Notices, email validation and hygiene tools were used to standardize the email addresses, verify whether the email addresses were valid, and identify and remove email addresses that were a fraud/reputation threat – such as email addresses maintained by bots, spammers, and phishers. This is a necessary and critical process for the effectiveness of email campaigns today. Without being proactive and using these tools, Email Notices inadvertently sent to bad actor email addresses could jeopardize and damage the reputation of the entire email campaign; likely causing the campaign itself to be flagged and blocked as a source of spam, preventing or delaying Email Notices from being sent to valid email addresses of Settlement Class Members.

13. In addition, the following industry standard best practices were followed. The Email Notices were drafted in such a way that the subject line, the sender, and the body of the message avoided SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html text format. This format provided easy-to-read text combined with intentional use of some graphic elements, that in our experience increase engagement without increasing the likelihood that the message could be blocked. The Email Notices were sent from an IP address or multiple IP addresses known to major email providers as being associated with a legitimate bulk email sender. A digital signature and unique message identifier were transmitted with each Email Notice, allowing Email Service Providers and Email Monitoring Services to programmatically authenticate that the Email Notices were from authorized email servers. The Email Notice included an embedded link to the Settlement Website, and by clicking the link,

recipients were able to access the Long-Form Notice and other information about the Settlement. The Email Notice is included as **Attachment 2**.

14. If the receiving email server could not deliver the message, a "bounce code" was returned along with the unique message identifier. For Email Notices for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

Individual Notice – Direct Mail

15. On May 18, 2026, Epiq sent 1,859 Postcard Notices to identified Settlement Class Members with an associated mailing address for whom a valid email address was not available. Subsequently, on June 16, 2026, Epiq commenced sending 525 Postcard Notices to identified Settlement Class Members with an associated mailing address for whom a valid email address was not available, and 91,188 Postcard Notices to identified Settlement Class Members for whom an Email Notice was returned as undeliverable after multiple attempts. The Postcard Notice was sent via USPS first class mail. The Postcard Notice was a double postcard with a detachable Claim Form, and clearly and concisely summarized the Settlement and the legal rights of the Settlement Class Members. The Postcard Notice also directed Settlement Class Members to the Settlement Website where they could access the Long-Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 3**.

16. Prior to mailing, all mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the USPS.[3] In addition, the addresses were certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

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[3] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address.

17. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired ("Postal Forwards"). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, or to better addresses that may be found using a third-party lookup service. This process is also commonly referred to as "skip-tracing." Upon successfully locating better addresses, Postcard Notices were promptly re-mailed. As of August 11, 2026, Epiq has remailed 1,142 Postcard Notices.

18. Additionally, a Long-Form Notice and Claim Form ("Claim Package") were mailed to all persons who requested one via the toll-free telephone number or other means. As of August 11, 2026, Epiq mailed 724 Claim Packages as a result of such requests. The Long-Form Notice is included as **Attachment 4**. The Claim Form is included as **Attachment 5**.

Notice Results

19. As of August 11, 2026, an Email Notice and/or Postcard Notice was delivered to 870,569 of the 871,350 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 99% of the identified Settlement Class.

Settlement Website

20. On May 4, 2026, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.DUHSSettlement.com). Relevant documents are posted on the Settlement Website, including the Settlement Agreement, Postcard Notice, Long-Form Notice, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to file a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all notice documents. As of August 11, 2026, there have been 97,244 unique visitor sessions to the Settlement Website, and 275,186 web pages have been presented.

Toll-Free Telephone Number

21. On May 4, 2026, a toll-free telephone number (1-888-893-8721) was established for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. Callers also have the option to speak with a live agent during normal business hours. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of August 11, 2026, there have been 5,796 calls to the toll-free telephone number representing 34,578 minutes of use, and service agents have handled 3,001 incoming calls representing 22,100 minutes of use and 275 outbound calls representing 736 minutes of use.

22. A postal mailing address and email address were established for the Settlement and continue to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion & Objections

23. The deadline to request exclusion from the Settlement or to object to the Settlement was July 20, 2026. As of August 11, 2026, Epiq has received 36 timely requests for exclusion and one late request for exclusion that has been permitted per counsel for the parties. As of August 11, 2026, Epiq is aware of no objections to the Settlement. The Exclusion Report is included as **Attachment 6**.

Claim Submission & Distribution Options

24. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address, and how Settlement Class Members can file a Claim Form online or by mail. With any method of filing a Claim Form, Settlement Class Members are given the option of receiving a digital payment or a traditional paper check. Epiq worked with counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

25. The deadline for Settlement Class Members to submit a Claim Form is August 16, 2026. As of August 11, 2026, Epiq has received 43,367 Claim Forms (34,108 online and 9,259 paper). Since the August 16, 2026, Claim Deadline has not yet passed, these numbers are preliminary and are subject to change. As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

CONCLUSION

26. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

27. The Notice Program individual notice efforts via email and/or mail to identified Settlement Class Members reached approximately 99% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. In 2010, the Federal Judicial Center ("FJC") issued a *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases. This Guide states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[4] Here, we have developed and implemented a Notice Program that readily achieved a reach beyond the high end of that standard.

28. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize

[4] FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0.

the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so.

a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and

b) "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

29. The Notice Program provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comported with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its "desire to actually inform" requirement.

30. The Notice Program schedule afforded enough time to provide full and proper notice to the Settlement Class Members before the Opt-Out Date and Objection Deadline.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 11, 2026.

Cameron R. Azari, Esq.

Attachment 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

AFRIKA WILLIAMS, Plaintiff, v. DUKE UNIVERSITY HEALTH SYSTEMS, INC., Defendant.	Case No. 1:22-cv-00727

<u>DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE</u>

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. ("Epiq"), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act ("CAFA") notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq's class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service ("USPS"), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant Duke University Health System, Inc., 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").[1]

7. On May 12, 2025, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

[1] CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- Class Action Complaint (filed September 1, 2022);
- Amended Class Action Complaint (filed July 28, 2023).

b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**

- Claim Form *(Exhibit A to the Class Action Settlement Agreement and Release);*
- Long Form Class Notice *(Exhibit B to the Class Action Settlement Agreement and Release);* and
- Postcard Notice *(Exhibit C to the Class Action Settlement Agreement and Release).*

c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:

- Plaintiffs' Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement;
  - Class Action Settlement Agreement and Release *(Exhibit 1 to Plaintiff's Memorandum);*
    - [Proposed] Order Granting Preliminary Approval of Class Action Settlement *(Exhibit D to the Class Action Settlement Agreement and Release);*
  - Declaration of Kate M. Baxter-Kauf in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement *(Exhibit 2 to Plaintiff's Memorandum);*
    - LGN Firm Resume and attorney biographies *(Exhibit A to Baxter-Kauf Declaration);*
    - CR Legal Team Description and Peter H. Burke Resume *(Exhibit B to Baxter-Kauf Declaration);*
  - Declaration of Cameron R. Azari, Esq. Regarding Notice Program *(Exhibit 2 to Plaintiffs' Memorandum);*
    - Epiq Legal Noticing Resume *(Attachment 1 to Azari's Declaration);* and
  - [Proposed] Order Granting Preliminary Approval of Class Action Settlement *(Exhibit C to Plaintiff's Memorandum).*

d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A geographic analysis of the estimated 872,634 individuals in the Settlement Class was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 12, 2025.

KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List
USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	JB McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Gwen Tauiliili-Langkilde	GHC Reid Building, Pago Plaza, 2d flr, Room 220	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Janet Parra-Mercado	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade	GERS BLDG 2nd Floor	St Thomas	VI	00802

CAFA Notice Service List
Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

CAFA Notice Service List

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC

Attachment 2

CAFA NOTICE ADMINISTRATOR
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

May 12, 2025

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 ("CAFA"), codified at 28 U.S.C. § 1715, please find enclosed information from Defendant Duke University Health System, Inc. ("Defendant") relating to the proposed settlement of a class action lawsuit.

- **Case:** *Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727.
- **Court:** United States District Court for the Middle District of North Carolina.
- **Defendant:** Duke University Health System, Inc.
- **Documents Enclosed**: In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:

1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
   - Class Action Complaint (filed September 1, 2022);
   - Amended Class Action Complaint (filed July 28, 2023).
2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has not scheduled a preliminary approval hearing or a final approval hearing or any other judicial hearing concerning the settlement agreement at this time.
3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
   - Claim Form *(Exhibit A to the Class Action Settlement Agreement and Release);*
   - Long Form Class Notice *(Exhibit B to the Class Action Settlement Agreement and Release);* and
   - Postcard Notice *(Exhibit C to the Class Action Settlement Agreement and Release).*
4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
   - Plaintiff's Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement;
     - Class Action Settlement Agreement and Release *(Exhibit 1 to Plaintiff's Memorandum);*
       - [Proposed] Order Granting Preliminary Approval of Class Action Settlement *(Exhibit D to the Class Action Settlement Agreement and Release);*

CAFA NOTICE ADMINISTRATOR
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

- Declaration of Kate M. Baxter-Kauf in Support of Plaintifff's Unopposed Motion for Preliminary Approval of Class Action Settlement *(Exhibit 2 to Plaintiff's Memorandum);*
  - LGN Firm Resume and attorney biographies *(Exhibit A to Baxter-Kauf Declaration);*
  - CR Legal Team Description and Peter H. Burke Resume *(Exhibit B to Baxter-Kauf Declaration);*
- Declaration of Cameron R. Azari, Esq. Regarding Notice Program *(Exhibit 2 to Plaintiffs' Memorandum);*
  - Epiq Legal Noticing Resume *(Attachment 1 to Azari's Declaration);* and
- [Proposed] Order Granting Preliminary Approval of Class Action Settlement *(Exhibit C to Plaintiff's Memorandum).*

5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.

6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.

7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The Class consists of all individuals residing in the United States who logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019 and June 17, 2022. Excluded from the Class are: (i) Defendant, and Defendant's affiliates, parents, subsidiaries, officers, and directors; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and clerks of said judge(s); and (iii) any individual who timely and validly excludes themselves from the Settlement. This exclusion does not apply, and should not be read to apply, to those employees of Defendant who receive notification from the Settlement Administrator regarding this Settlement Agreement.

   A geographic analysis of the estimated 872,634 individuals in the Settlement Class are included on the enclosed CD.

8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 2

From: Williams v. Duke University Health System Settlement Administrator <DUHSSettlement@e.epiqnotice.com>

To:
Subject: COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

Unique ID	PIN	Name
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

NOTICE OF CLASS ACTION SETTLEMENT

***Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727 (M.D.N.C.)**

A United States District Court authorized this Notice.
*This is **not** a solicitation from a lawyer.*

THIS IS A NOTICE OF A PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING. PLEASE READ THIS NOTICE CAREFULLY.

A settlement has been reached in a class action lawsuit against Duke University Health System, Inc. ("Duke Health" or "Defendant") arising out of its alleged use of certain internet tracking technology on its websites between February 18, 2019, and June 17, 2022. In the lawsuit, Plaintiff alleges that the use of tracking technologies on Duke Health's website may have caused the disclosure of certain personal or health-related information to a third-party vendor. Duke Health denies any wrongdoing and all the claims asserted against it, and the Court has not ruled that Duke Health did anything wrong.

****Claims must be postmarked or submitted online by August 16, 2026****

If you submit a Claim Form by the **Claims Response Deadline: August 16, 2026**, you **may** receive a pro rata share of the Net Settlement Fund as compensation. You must timely submit a Claim Form either via U.S. mail or online at www.DUHSSettlement.com to receive monetary compensation under this Settlement. If you do nothing, you will not receive Settlement benefits, but you will still be bound by the Settlement.

Who is Included? Records show you are a member of the Settlement Class, defined as: All living individuals residing in the United States who logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019 and June 17, 2022.

What does the Settlement Provide? Settlement Class Members who submit a valid Claim Form may receive a pro rata cash payment from the Net Settlement Fund. The Net Settlement Fund is what remains of the $3,743,600 Settlement Fund following the payment of the Notice and Settlement Administration Costs, CAFA Notice Costs, any Class Representative Service Award ($7,500 for sole Class Representative), and any Attorneys' Fees and Expenses Award (up to one-third of the Settlement Fund, plus up to $30,000 in expenses). More information, including a copy of the Settlement Agreement, is available at www.DUHSSettlement.com.

Other Options. If you do not want to be legally bound by the Settlement, you must opt-out of the Settlement postmarked by **July 20, 2026**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement by **July 20, 2026**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **August 27, 2026**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to one third of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, and if so, instructions will be at www.DUHSSettlement.com.

This notice is a summary. Learn more about the Settlement at www.DUHSSettlement.com, or by calling toll free 1-888-893-8721.

If [redacted] should not be subscribed or if you need to change your subscription information for Williams v. Duke University Health System, please use this preferences page.

AM671 v.02

Attachment 3

Williams v. Duke University Health System, Inc.
Settlement Administrator
PO Box 4214
Portland, OR 97208-4214

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

Court-Approved Legal Notice
Afrika Williams v. Duke University Health Systems, Inc., Case No. 1:22-cv-00727 (M.D.N.C.)

You may be entitled to benefits from a proposed class action settlement.

A Court has authorized this notice.
This is ***not*** *a solicitation from a lawyer.*

www.DUHSSettlement.com
1-888-893-8721

[redacted]

1
1

[redacted]

Unique ID: [redacted]
PIN: [redacted]

CLAIM FORM

Claims must be postmarked or submitted online by August 16, 2026.

[redacted]

Mailing Address:

City: State: ZIP Code:

Payment will be mailed in the form of a check to the address you provide below. If you would like to receive a payment electronically (e.g., via Venmo, PayPal, or ACH), you must submit a Claim Form online at www.DUHSSettlement.com.

By signing my name, I swear and affirm under penalty of perjury that I am completing this Claim Form to the best of my personal knowledge.

Signature: **Date:** MM - DD - YYYY

AL5813 v.05

A settlement has been reached in a class action lawsuit against Duke University Health System, Inc. ("Duke Health" or "Defendant") arising out of its alleged use of certain internet tracking technology on its websites between February 18, 2019, and June 17, 2022. In the lawsuit, Plaintiff alleges that the use of tracking technologies on Duke Health's website may have caused the disclosure of certain personal or health-related information to a third-party vendor. Duke Health denies any wrongdoing and all the claims asserted against it, and the Court has not ruled that Duke Health did anything wrong.

Who is Included? Records show you are a member of the Settlement Class, defined as: All living individuals residing in the United States who logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019 and June 17, 2022.

What does the Settlement Provide? Settlement Class Members who submit a valid Claim Form may receive a pro rata cash payment from the Net Settlement Fund. The Net Settlement Fund is what remains of the $3,743,600 Settlement Fund following the payment of the Notice and Settlement Administration Costs, CAFA Notice Costs, any Class Representative Service Award ($7,500 for sole Class Representative), and any Attorneys' Fees and Expenses Award (up to one-third of the Settlement Fund, plus up to $30,000 in expenses). More information, including a copy of the Settlement Agreement, is available at www.DUHSSettlement.com.

Other Options. If you do not want to be legally bound by the Settlement, you must opt-out of the Settlement postmarked by **July 20, 2026**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement by **July 20, 2026**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **August 27, 2026**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to one third of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, and if so, instructions will be at www.DUHSSettlement.com.

This notice is a summary. Learn more about the Settlement at www.DUHSSettlement.com, or by calling toll free 1-888-893-8721.

AL5812 v.05

PLACE

STAMP

HERE

WILLIAMS V DUKE UNIVERSITY HEALTH SYSTEM
SETTLEMENT ADMINISTRATOR
PO BOX 4214
PORTLAND OR 97208-4214

Attachment 4

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

***Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727 (M.D.N.C.)**

A United States District Court authorized this Notice. This is not a solicitation from a lawyer.

THIS IS A NOTICE OF A PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING. PLEASE READ THIS NOTICE CAREFULLY.

You May Be Entitled To Participate In A Class Action Settlement If You Logged into the Duke MyChart Patient Portal or MyDuke Health mobile app Between February 18, 2019 And June 17, 2022.

In the Lawsuit, Plaintiff Claims that Defendant's Alleged Use of a Tracking Tool on its Website May Have Led To The Disclosure Of Certain Personal Or Health-Related Information To A Vendor When She And Others Visited Defendant's Website. Defendant Denies Any Wrongdoing And All The Claims Asserted Against It, And The Court Has Not Ruled That Defendant Did Anything Wrong.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY August 16, 2026	If you submit a Claim Form by **Claims Response Deadline: August 16, 2026**, you **may** receive a pro rata share of the Net Settlement Fund as compensation. You must timely submit a Claim Form either via U.S. mail or online to receive monetary compensation under this Settlement. **IF YOU DO NOTHING**, you will not receive Settlement benefits, but you will still be bound by the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY July 20, 2026	You will receive no benefits, but you will retain any legal claims you may have against Duke University Health System, Inc. ("Duke Health").
OBJECT BY July 20, 2026	File with the Court a written objection to the Settlement, at the address below, about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement..
GO TO THE FINAL APPROVAL HEARING ON August 27, 2026 at 9:30 ET	Ask to speak in Court about the fairness of the Settlement. You do not need to attend the hearing to object to the Settlement, or to receive monetary compensation under the Settlement.

1. What is this Notice?

This is a court-authorized Long-Form Notice of a proposed Settlement (the "Settlement") of a class action lawsuit (the "Litigation"), *Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727, pending in the U.S. District for the Middle District of North Carolina (the "Court"). The Settlement would resolve Litigation alleging that because Duke Health used certain Internet tracking technology supplied by a third party on its website, including a piece of code known as a "pixel" (referred to herein as "Tracking Tools"), certain personal or health-related information may have been disclosed to a vendor when patients used the Duke Health website. Duke Health denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Class Action Complaint. The Court has granted Preliminary Approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of Settlement only. This Long-Form Notice explains the nature of the Litigation, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below carefully so that you can better understand your legal rights. The Settlement Administrator in this case is Epiq.

2. Why did I get this Notice?

The Court authorized this Notice because as an identified potential Class Member you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement.

3. What is this lawsuit about?

The Litigation arises out of Duke Health's use of Tracking Tools on its website, which Plaintiff alleges caused their web usage data containing patient's personal or health-related information to potentially be shared with a third party vendor, thereby allegedly resulting in the invasion of Plaintiffs' and Settlement Class Members' privacy (referred to herein as the "Pixel Disclosure"). Plaintiff alleges that the "Pixel Disclosure" occurred between February 18, 2019, and June 17, 2022. Duke Health denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Class Action Complaint.

4. Why is this a class action?

A class action is a lawsuit in which an individual called a "Class Representative" ("Afrika Williams") brings a single lawsuit on behalf of other people who have similar claims. In a class action settlement, all of these people together are a "Settlement Class" or "Settlement Class Members." When a class action is settled, the Settlement, which must be approved by the Court, resolves the claims for all Settlement Class Members, except for those who exclude themselves from the Settlement.

5. Why is there a settlement?

To resolve this matter without the expense, delay, and uncertainties of protracted litigation, the Parties reached a Settlement that, if approved by the Court, would resolve all claims brought on behalf of the Settlement Class related to the alleged Pixel Disclosure. If approved by the Court, the Settlement Agreement requires Duke Health to make a payment into a Settlement Fund that will be used to provide cash compensation to Settlement Class Members who submit valid and timely Claim Forms. The Settlement is not an admission of wrongdoing by Duke Health and does not imply that there has been, or would be, any finding that Duke Health violated the law. The Court overseeing the Litigation has not determined that Duke Health did anything wrong.

The Court already has preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the Settlement Class, the Court overseeing this Litigation must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class may be given notice and the opportunity to exclude themselves from the Settlement Class or to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not grant final approval to the Settlement Agreement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the Litigation will proceed as if there had been no settlement and no certification of the Settlement Class.

6. How do I know if I am a part of the Settlement?

You are a member of the Settlement Class if you reside in the United States and you are among the individuals who Duke Health identified as having logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019, and June 17, 2022 ("Settlement Class").

Excluded from the Class are (i) Duke Health, and Duke Health's affiliates, parents, subsidiaries, officers, and directors; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and clerks of said judge(s); and (iii) any individual who timely and validly excludes themselves from the Settlement. This exclusion does not apply, and should not be read to apply, to those employees of Defendant who receive notification from the Settlement Administrator regarding this Settlement Agreement.

If you received a notice of this Settlement from the Settlement Administrator via mail or email, then you have been identified as a Settlement Class member based on Defendant's records.

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the Settlement?

Settlement Class Members who submit a valid and timely Claim Form may receive a pro rata cash payment from the Net Settlement Fund. The Net Settlement Fund is what remains of the $3,743,600 Settlement Fund following the payment of Notice and Settlement Administration Costs, CAFA Notice Costs, Class Representative Service Award of ($7,500 for one Class Representative), and Attorneys' Fees and Expenses Award (fees up to 33% of the Settlement Fund or $1,235,388, plus expenses up to $30,000.00), subject to the Court's approval.

*****To receive Settlement benefits, you must submit a Claim Form by August 16, 2026.*****

8. When will I receive the benefits?

If you timely submit a valid Claim Form for a cash payment, you will receive payment in the amount approved by the Settlement Administrator once the Settlement is Final and has become effective.

9. I want to be a part of the Settlement. What do I do?

All Settlement Class Members are part of the Settlement unless they request to be excluded from it. To submit a claim for cash compensation, you must timely submit the Claim Form on the Settlement Website at www.DUHSSettlement.com, or by mail to

Williams v. Duke University Health System, Inc.
Settlement Administrator
PO Box 4214
Portland, OR 97208-4214

You must submit any claims by **August 16, 2026**. There can be only one (1) valid and timely Claim per Settlement Class Member.

10. What am I giving up if I remain in the Settlement?

By staying in the Settlement Class, you will give Duke Health a "release," and all the Court's orders will apply to you and bind you. A release means you cannot sue or be part of any other lawsuit or other legal action against Duke Health about or arising from the claims or issues in this Litigation, Duke Health's use of Tracking Tools, or the alleged Pixel Disclosure.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to Class Counsel identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the Settlement, and instead want to keep any legal claims you may have against Duke Health, then you must take steps to exclude yourself from this Settlement.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727 (M.D.N.C.) to the Settlement Administrator. Such notice must include: (1) the case name and number of the Litigation (*Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727); (2) your full name, address, and telephone number; (3) your personal and original signature; and (4) a written statement that you wish to be excluded from the Settlement. You may only request exclusion for yourself, and no one else can request exclusion for you. You must mail your exclusion request so that it is postmarked no later than **July 20, 2026,** to:

Williams v. Duke University Health System, Inc.
Settlement Administrator
PO Box 4214
Portland, OR 97208-4214

12. If I exclude myself, do I still receive benefits from this Settlement?

No, if you submit an exclusion request, you will not receive anything from the Settlement, but you may sue Duke Health over the claims raised in the Litigation.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

13. Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent the Settlement Class as Class Counsel:

Class Counsel

CR Legal Team, LLC
c/o Peter H. Burke and James R. Harrell
2400 Freeman Mill Road, Suite 200
Greensboro, NC 27406

Lockridge Grindal Nauen P.L.L.P.
c/o Karen Hanson Riebel, Kate M. Baxter-Kauf
and Maureen Kane Berg
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401

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

14. How will the lawyers for the Settlement Class be paid?

Class Counsel will be paid from the Settlement Fund. Class Counsel will seek Court approval to be paid reasonable attorneys' fees up to 33% of the Settlement Fund or $1,235,388, plus their expenses incurred in the Litigation up to $30,000. The motion for attorneys' fees and expenses will be posted on the Settlement Website after it is filed.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement, or some part of it, and the Court will consider your views. In order to object to the Settlement, you must file with the Court a written objection (such as a letter or legal brief) stating that you object and the reasons why you think the Court should not approve some or all of the Settlement. Your objection must include: (1) your full name, telephone number, address, and email address; (2) a statement indicating the basis for your belief that you are a member of the Settlement Class; (3) the case name and number of the Litigation (*Afrika Williams v. Duke University Health System, Inc.*, Case No. 1:22-cv-00727 (M.D.N.C.)); (4) a statement about whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (5) all grounds for the objection, with any factual and legal support for the stated objection, including any supporting materials; (6) 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; (7) a statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through your attorney; and (8) your personal and original signature.

You should also serve upon Class Counsel and Defendant's Counsel a copy of any objection you file with the Court.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your attorney. If you are objecting and represented by counsel, and such counsel intends to speak at the Final Approval Hearing, your written objection must also include (1) the identity of witnesses whom you intend to call to testify at the Final Approval Hearing; (2) a description of any documents or evidence that you intend to offer at the Final Approval Hearing, and (3) a list, including case name, court, and docket number, of all other cases in which you or your attorney have filed an objection to any proposed class action settlement in the past three (3) years.

If you file an objection, you may still receive benefits under the Settlement so long as you timely file a valid claim. To be timely, written notice of an objection in the appropriate form described above must be filed with the Court no later than the Objection Deadline, as noted below:

United States District Court for the
Middle District of North Carolina
Durham Division
John Hervey Wheeler Courthouse
323 E. Chapel Hill Street
Durham, North Carolina 27701

Mailing Address:
P.O. Box 1091
Durham, NC 27701

and serving a copy of the filed objection on Class Counsel and Defendant's counsel at the following addresses:

Kate Baxter-Kauf
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55410
(612) 339-6900
kmbaxter-kauf@locklaw.com

Elizabeth A. Scully
BAKER & HOSTETLER LLP
Washington Square, Suite 1100
1050 Connecticut Avenue,
N.W. Washington, DC 20036-5304
(202) 861-1500
escully@bakerlaw.com

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend if you wish, but you are not required to do so.

16. Where and when is the Final Approval Hearing?

The Court has already given Preliminary Approval to the Settlement Agreement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement.

The Court will hold a hearing on **August 27, 2026 at 9:30 am ET** in the courtroom of the Honorable William L Osteen, Jr., which is located at 324 W. Market St., Greensboro, North Carolina 27401. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class and to determine the appropriate amount of compensation for Class Counsel and rule on the request for a Service Award for the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement. The Court will then decide whether to approve the Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THE FINAL APPROVAL HEARING TO RECEIVE BENEFITS FROM THIS SETTLEMENT. Please be aware that the hearing may be postponed to a later date without notice.

GETTING MORE INFORMATION – CONTACT:

This notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website.

www.DUHSSettlement.com

If you have any questions, you can contact the Settlement Administrator or Class Counsel at the phone numbers listed above. In addition to the documents available on the Settlement Website, all pleadings and documents filed in this Litigation may be reviewed or copied at the Clerk of Court's office.

Do Not Call Or Send Any Questions About The Settlement Or The Litigation To The Clerk Of The Court, The Judge, Or Duke Health Or Its Counsel. All Questions About The Settlement Should Be Referred To The Settlement Administrator Or Class Counsel

Attachment 5

[redacted]

YOUR CLAIM FORM MUST BE SUBMITTED ON OR BEFORE AUGUST 16, 2026	*Williams v. Duke University Health System, Inc.* Settlement Administrator PO Box 4214 Portland, OR 97208-4214	FOR OFFICE USE ONLY

Afrika Williams v. Duke University Health System, Inc.
U.S. District Court for the Middle District of North Carolina (Case No. 1:22-cv-00727)

CLAIM FORM

SAVE TIME BY SUBMITTING YOUR ONLINE CLAIM AT WWW.DUHSSettlement.COM

GENERAL CLAIM FORM INFORMATION

You may complete and submit this Claim Form online or by mail if you are a Settlement Class Member. The Settlement Class consists of all individuals who reside in the United States and who Duke University Health System, Inc., ("Duke Health") identified as having logged into the Duke MyChart patient portal or MyDuke Health mobile app at least once between February 18, 2019 and June 17, 2022 (the "Settlement Class").

In the lawsuit, Plaintiff claims that Defendant's alleged use of a Tracking Tool on its website may have led to the disclosure of certain personal or health-related information to a vendor when she and others visited Defendant's website. Defendant denies any wrongdoing and all the claims asserted against it, and the Court has not ruled that Defendant did anything wrong.

If you wish to submit a Claim for a settlement cash payment, please provide the information requested below. You must submit your Claim via the Settlement Website by the Claims Deadline of **August 16, 2026**, or complete and mail this Claim Form to the Settlement Administrator, postmarked by **August 16, 2026**.

Settlement Class Members who submit a timely and valid Claim Form will be eligible to receive a pro rata cash payment from the Net Settlement Fund. Each Settlement Class Member will receive, at most, one (1) payment.

The Notice includes only a summary of your legal rights and options. Please visit the official Settlement Website, www.DUHSSettlement.com, or call (888) 893-8721 for more information.

TO SUBMIT A CLAIM FOR PAYMENT BY MAIL:

1. Complete all sections of this Claim Form.
2. Sign the Claim Form.
3. Submit the completed Claim Form to the Settlement Administrator so that it is postmarked by **August 16, 2026.**

This Claim Form should only be used if a Claim is being mailed and is not being filed online. You may go to www.DUHSSettlement.com to submit your Claim online, or you may submit this Claim Form by mail to the address at the top of this form.

Payment will be mailed in the form of a check to the address you provide below. If you would like to receive a payment electronically (e.g., via Venmo, PayPal, or ACH), you must submit a Claim Form online at www.DUHSSettlement.com.

[redacted]

1. Settlement Class Member Information

*First Name MI *Last Name

*Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)

*City *State *ZIP Code - ZIP4 (Optional)

*Current Email Address

*Unique ID

*Unique ID: Your Unique ID can be found on the email or Postcard Notice you received informing you about this Settlement. If you need additional help locating this Unique ID, please contact the Settlement Administrator at (888) 893-8721.

2. Certification

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that all information provided on this Claim Form is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

Signature

Date: – –
MM DD YYYY

Print Name

Please keep a copy of your completed Claim Form for your records.

Mail your completed Claim Form to the Settlement Administrator:

Williams v. Duke University Health System, Inc.
Settlement Administrator
PO Box 4214
Portland, OR 97208-4214

or submit your Claim online at
www.DUHSSettlement.com

It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit your Claim. You can update your information by emailing info@DUHSSettlement.com or by mail.

Attachment 6

Exclusion Report

Afrika Williams v. Duke University Health Systems, Inc.

Number	Tracking Number	Status
1	XXXXXXX686	Complete
2	XXXXXXX033	Complete
3	XXXXXXX814	Complete
4	XXXXXXX324	Complete
5	XXXXXXX380	Complete
6	XXXXXXX058	Complete
7	XXXXXXX845	Complete
8	XXXXXXX971	Complete
9	XXXXXXX138	Complete
10	XXXXXXX576	Complete
11	XXXXXXX540	Complete
12	XXXXXXX810	Complete
13	XXXXXXX938	Complete
14	XXXXXXX561	Complete
15	XXXXXXX994	Complete
16	XXXXXXX137	Complete
17	XXXXXXX406	Complete
18	XXXXXXX473	Complete
19	XXXXXXX737	Complete
20	XXXXXXX091	Complete
21	XXXXXXX647	Complete
22	XXXXXXX959	Complete
23	XXXXXXX179	Complete
24	XXXXXXX988	Complete
25	XXXXXXX548	Complete
26	XXXXXXX992	Complete
27	XXXXXXX869	Complete
28	XXXXXXX099	Complete
29	XXXXXXX670	Complete
30	XXXXXXX033	Complete
31	XXXXXXX206	Complete
32	XXXXXXX098	Complete
33	XXXXXXX731	Complete
34	XXXXXXX339	Complete
35	XXXXXXX763	Complete
36	XXXXXXX764	Complete
37	XXXXXXX054	Late