

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

JERRY W. RAY, on Behalf of)
Himself and Others Similarly)
Situated,)
)
Plaintiff,)
)
v.) 22cv00898
)
ADAPTHEALTH CORP.,)
)
Defendant.)

AMENDED ORDER OF PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

This matter is before the court on Plaintiff Jerry W. Ray's consent motion for preliminary approval of class settlement, certifying classes for purpose of settlement only, directing notice to the settlement classes, and scheduling fairness hearing. (Doc. 123.) For the reasons set forth below, Plaintiff's motion will be granted.

Plaintiff, on behalf of himself and the Proposed Settlement Classes, and Defendant AdaptHealth Corp. ("Defendant" or "AdaptHealth") have agreed to settle this action pursuant to the terms and conditions set forth in a Class Action Settlement Agreement executed on April 27, 2026 ("Settlement Agreement"). (See Doc. 131.) The parties reached the Settlement Agreement through extensive negotiations. Under the Settlement Agreement, subject to the terms and conditions therein and subject to court

approval, Plaintiff and the proposed Settlement Classes will fully, finally, and forever resolve, discharge, and release their claims.

All terms in this Order (that is, all capitalized words or phrases) shall have the same definitions and meanings ascribed to them in the Settlement Agreement.

This court has jurisdiction over the subject matter of this action pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d)(2). This court also has jurisdiction over all parties to this action, including all members of the Settlement Classes, as defined below.

Having reviewed the Settlement Agreement and considered the submissions in support of preliminary approval of the Settlement, the court now FINDS AND CONCLUDES AS FOLLOWS:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASSES

The Settlement Agreement settles all claims, liabilities, demands, causes of action, or lawsuits of the Plaintiff and the Final Settlement Class Members (collectively, the "Settlement Classes") arising out of or under any provision of the North Carolina Debt Collection Act, North Carolina General Statute § 75-50 et seq., whether brought in an individual, representative, or any other capacity, that were brought in the litigation or could have been brought in the litigation against the Released Parties

arising from actual or alleged acts or omissions from April 3, 2019, through the date preliminary approval is granted to the Settlement (the "Released Claims"). The Settlement Agreement provides for class-wide settlement of the Released Claims.

Rule 23(a) of the Federal Rules of Civil Procedure governs class certification. Spurlock v. Wexford Health Servs., Inc., 175 F.4th 232, 244 (4th Cir. 2026). Accordingly, it "sets out four '[p]rerequisites' that every class action must meet - numerosity, commonality, typicality and adequacy of representation." R.I. Off. of the Gen. Treasurer ex rel. Emps. Ret. Sys. v. Boeing Co., --- F. 4th ---, 2026 WL 2083048, at *2 (4th Cir. 2026) (alteration in original) (quoting Fed. R. Civ. P. 23(a)(1)-(4)). "As a threshold requirement, [the Fourth Circuit] also requires that members of a class be 'readily identifiable[.]'" Spurlock, 175 F.4th at 244 (second alteration in original) (quoting Career Counseling, Inc. v. AmeriFactors Fin. Grp., LLC, 91 F.4th 202, 206 (4th Cir. 2024)). Further, Rule 23(b)(3) requires that "common questions of law and fact predominate over individual questions and class adjudication is superior to individual adjudication." R.I. Off. of the Gen. Treasurer, 2026 WL 2083048, at *2. "[D]istrict courts possess 'broad discretion in deciding whether to certify a class.'" Mr. Dee's, Inc. v. Inmar, Inc., 127 F.4th 925, 929 (4th Cir. 2025) (quoting Lienhart v. Dryvit Sys., Inc.,

255 F.3d 138, 146 (4th Cir. 2001)).

A. The court has considered (1) the allegations, information, arguments, and authorities provided by the parties in connection with pleadings and motions previously filed by both Plaintiff and Defendant in this action; (2) the information, arguments, and authorities submitted in support of the motion; (3) Defendant's conditional withdrawal, for purposes of the Settlement only, of any objections to certification of the Settlement Classes specified in the Agreement (see Doc. 131 at 15-17); (4) the terms of the Settlement Agreement including but not limited to the benefits to be provided to the Settlement Classes; and (5) the Settlement's elimination of any potential manageability issues, ascertainability issues, and individualized issues of fact and law that could have had a bearing on the certification of a class for trial. Based on those considerations, the court finds that certification of the Settlement Classes under Rule 23 of the Federal Rules of Civil Procedure is appropriate because the Settlement Classes are so numerous that joinder would be impracticable; this action presents common issues of law and fact that predominate over any individual questions; the named Plaintiff and his counsel are adequate representatives of the Settlement Classes; Plaintiff's claims are typical of the claims of the members of the Settlement Classes; and the proposed Class

Settlement is superior to other available methods for the fair and efficient adjudication of this controversy. For the purpose of determining whether the terms of the Settlement Agreement are fair, reasonable, and adequate, the court conditionally certifies the following Settlement Classes for settlement purposes only:

Settlement Class A: (1) all Persons who purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, "equipment") from AdaptHealth or any of AdaptHealth's Family of Companies; (2) who allegedly returned, rejected, or did not receive the equipment from AdaptHealth or AdaptHealth's Family of Companies; (3) who were subsequently billed by AdaptHealth for a date of service on which they allegedly did not possess the equipment; (4) which bills were for dates of service from AdaptHealth that occurred between April 3, 2019 through April 3, 2025; (5) who resided in North Carolina when AdaptHealth sent the bill; and (6) who are objectively identifiable from the business records and data of AdaptHealth. The Settlement Class A Members are those four hundred and sixty-four (464) persons identified by their corresponding AdaptHealth Patient Identification Number on Exhibit H to the Settlement Agreement.

Settlement Class C: (1) all Persons who purchased, leased, or rented equipment from AdaptHealth or any of AdaptHealth's Family of Companies; (2) who were sent the "Seriously Past Due" or "Final Demand" letters from AdaptHealth or any of AdaptHealth's Family of Companies (the "Letters") representing that AdaptHealth may refer the debt to or would consider engaging an attorney to pursue the consumer's alleged debt; (3) which Letters were associated with dates of service from AdaptHealth that occurred from April 3, 2019 through March 31, 2026; (4) who resided in North Carolina when AdaptHealth sent the Letters; and (5) who are objectively identifiable from the business records and data of AdaptHealth. The Settlement Class C Members are those 142,539 persons identified by their corresponding AdaptHealth Patient Identification Number on Exhibit I to the Settlement Agreement.

Excluded from the Settlement Classes are: (1) the judges presiding over this litigation; (2) the Released Parties; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns, or immediate family of any such excluded person(s).

B. The court appoints the Plaintiff Jerry W. Ray as the Class Representative of the Settlement Classes. The court appoints Richard J. Keshian, Chad D. Hansen, Jeffrey H. Fisher, and Bradley A. Roehrenbeck of Kilpatrick Townsend & Stockton LLP as class counsel for the Settlement Classes.

C. The court appoints JND Legal Administration as the Administrator. By accepting this appointment, the Administrator has agreed to be subject to this court's jurisdiction solely for purposes of enforcement of the Administrator's obligations under the Settlement Agreement.

D. If the court does not enter a Final Judgment approving the Settlement, without modification, other than a modification that is approved in writing by all parties, or if the Final Judgment is reversed in whole or in part on appeal, certification of the Settlement Classes will be vacated and the parties will be returned to their positions status quo ante with respect to the litigation as if the parties had not entered into the Settlement Agreement. In the event that the Settlement Agreement does not

become effective for any reason, (1) any court order preliminarily or finally approving the certification of any class contemplated by the Settlement Agreement and any other orders entered pursuant to the Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion or for any other purpose; (2) the Settlement Agreement will become null and void and the fact of the Settlement, that Defendant did not oppose the certification of the Settlement Classes, or that the court preliminarily approved the certification of the Settlement Classes, shall not be used or cited thereafter by any person or entity for any purpose, including in any contested proceeding relating to the certification of any class; and (3) the release of claims set forth in Section 9.1 of the Settlement Agreement shall be rescinded.

E. All materials and information provided by Defendant to Class Counsel or the Administrator with respect to the members of the Settlement Classes may be used only for purposes of providing the Notice to Settlement Class Members or administering the Settlement and for no other purpose whatsoever.

F. Defendant has at all times denied, and continues to deny, all wrongful acts alleged by Plaintiff in this action and any liability of any sort to Plaintiff or any member of the Settlement

Classes. Nothing contained in the Settlement Agreement, in the documents relating to the Settlement Agreement, or in this Order shall be construed, deemed, or offered as an admission by any of the parties, or by any member of the Settlement Classes, for any purposes in any judicial or administrative action or proceeding, whether in law or in equity.

II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT

A. The parties have been represented by skilled counsel with substantial experience in complex and class action litigation. Defendant has at all times disputed, and continues to dispute, Plaintiff's allegations in this action. Defendant denies any liability for any of the claims that have been or could have been alleged by Plaintiff or members of the Settlement Classes, and maintains that its billing and collection practices did not violate any provision of law. Absent a voluntary settlement such as that presented to this court by the parties, this litigation could take substantial additional time and resources to resolve. Having considered the terms of the Settlement Agreement in light of (1) the issues presented by the pleadings; (2) the record in this case; (3) the complexity of the proceedings; (4) the defenses and arguments asserted by Defendant; (5) the risks to the members of the Settlement Classes that Defendant would successfully defend against claims arising out of the facts and legal theories pleaded

and asserted in this case, whether litigated by members of the Settlement Classes themselves or on their behalf in a class action; and (6) the length of time that would be required for members of the Settlement Classes, or any group of members of the Settlement Classes, to obtain a final judgment through one or more trials and/or appeals, the Settlement appears fair, reasonable, and adequate. Moreover, the parties have reached the settlement after more than three and one-half years of litigation (including more than two and one-half years of class litigation) and having engaged in arms-length settlement negotiations with the assistance of a mediator. For all of these reasons, the Settlement falls within the appropriate range of possible approval and does not in any way appear to be the product of collusion.

B. Accordingly, based on the court's review of the Settlement Agreement, the Motion for Preliminary Approval (Doc. 123), the supporting brief (Doc. 124), declarations, argument of counsel, and the entire record, the court FINDS that the settlement is fair, reasonable, and adequate. The Settlement Class Representative's motion to preliminarily approve the Settlement and certify the Settlement Classes (Doc. 123) is GRANTED.

III. APPROVAL OF THE CLASS NOTICES AND THE PLAN FOR DISTRIBUTION AND DISSEMINATION OF THE SETTLEMENT NOTICE DOCUMENTS

A. The Plaintiff has submitted: (1) a plan for providing Notice to the Settlement Classes in the Settlement Agreement; (2)

proposed Class A and Class C short-form settlement Notices that will be mailed to the respective members of the Settlement Classes (the "Mailed Notices") (Doc. 131 at 66-70); (3) proposed Class A and Class C e-mail settlement Notices that will be e-mailed to the respective members of the Settlement Classes (the "E-Mailed Notices") (id. at 59-64); and (4) a proposed long-form settlement notice addressing both Settlement Classes (the "Long-Form Notice") (id. at 72-81), which will be published on the settlement website and available from the Administrator upon request.

B. The proposed plan for distributing and publishing the Mailed Notices, the E-Mailed Notices, the Long-Form Notice, the Settlement website, and the toll-free number with an interactive voice response ("IVR") or similar system to answer questions about the Settlement appear reasonably likely to notify members of the Settlement Classes of the Settlement, and there appears to be no additional mode of distribution that would be reasonably likely to notify additional members of the Settlement Classes who will not receive notice pursuant to the proposed distribution plans. The proposed plan also satisfies the notice requirements of Rule 23(c)(2)(B) as the "best notice that is practicable under the circumstances," as well as the requirements of due process, and as such is hereby deemed sufficient notice to all members of the Settlement Class.

C. The Mailed Notices, E-mailed Notices, Long-Form Notice, Settlement website, and toll-free number with an IVR system will fairly, accurately, and reasonably inform members of the Settlement Classes of (1) appropriate information about the nature of this Litigation and the essential terms of the Settlement Agreement; (2) appropriate instructions on how to obtain additional information regarding this matter and the Settlement Agreement; and (3) appropriate information about how to object to, or exclude themselves from, the Settlement if they wish to do so. The Settlement notices, Settlement website, and toll-free number with an IVR system will also fairly and adequately inform members of the Settlement Classes that if they do not comply with the specified procedures and deadlines for objections, they will lose any opportunity to have any objection considered at the Fairness Hearing or otherwise to contest certification of the Settlement Classes or approval of the Settlement, or to appeal from any order or judgment entered by the court in connection with the Settlement.

D. The court, having reviewed the proposed Mailed Notices, the proposed E-Mailed Notices, the proposed Long-Form Notice, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies the requirements of Rule 23,

due process and other applicable law. Accordingly, the court ORDERS as follows:

1. The form and content of the proposed Mailed Notices, E-mailed Notices, and Long-Form Notice are APPROVED.

2. As soon as practicable, but no later than August 22, 2026, Defendant's counsel will provide to the Administrator, in an electronically searchable and readable format, one or more Notice Databases that shall include a list in Excel spreadsheet format of the names, the last known mailing addresses and, where known by Defendant, email addresses of all Settlement Class Members; and identification of each Settlement Class Member's respective AdaptHealth patient identification and account number(s) during the Class Period.

3. Thereafter, no later than October 9, 2026, the Administrator shall mail to each Settlement Class A Member the Class A Mail Notice and a Class A Claim Form. The Administrator shall send these notices via United States Postal Service utilizing mailing information provided by Defendant. The Administrator will use customary procedures, including a search of the United States Postal Service's National Change of Address database, to update the address information provided by Defendant. The Administrator will

use customary procedures, including third party services, to identify an alternate address or email address for any Settlement Class Members for whom the initial mailed notice is returned as undeliverable or otherwise deemed undelivered, and promptly re-mail the Class A Mail Notice and Class A Claim Form to them. For any Class A Member for whom the initial and re-mailed Mail Notice is returned undeliverable or otherwise deemed undeliverable, the Administrator shall e-mail to the Class A Member the Class A E-mail Notice and Class A Claim Form utilizing any applicable e-mail information provided by Defendant. To obtain a payment, Settlement Class A Members must timely submit in paper or online a valid Class A Claim Form by December 8, 2026.

4. On or before October 9, 2026, the Administrator shall mail to each Settlement Class C Member the Class C Mail Notice. The Administrator shall send these notices via United States Postal Service utilizing mailing information provided by Defendant. The Administrator will use customary procedures, including a search of the United States Postal Service's National Change of Address database, to update the address information provided by Defendant. The Administrator will use customary procedures, including third party services, to identify an alternate address for any Settlement

Class Members for whom the initial mailed notice is returned as undeliverable or otherwise deemed undelivered, and promptly re-mail the Class C Mail Notice to them. For any Class C Member for whom the initial and re-mailed Mail Notice is returned undeliverable or otherwise deemed undeliverable, the Administrator shall e-mail to the Class C Member the Class C E-mail Notice and Class C Claim Form utilizing any applicable e-mail information provided by Defendant. Settlement Class C Members for whom all mailed notices are not returned as undeliverable are not required to complete a Class C Claim Form in order to obtain payment. However, Settlement Class C Members for whom all mailed notices are returned as undeliverable must timely submit in paper a valid Class C Claim Form by December 8, 2026 in order to obtain payment.

5. On or before October 9, 2026, the Administrator shall also create and maintain a Settlement website on the Internet relating to this action, with such website containing information about the Settlement and case-related documents such as the Settlement Agreement, the Preliminary Approval Order, Class Counsel's applications for Fee Awards and the Fee Awards, the operative Complaint, the Long-Form Notices and the Claim Forms. Settlement Class A Members, but not Settlement Class C Members, shall have the option to file

a claim electronically using the Website.

6. On or before October 9, 2026, the Administrator shall establish a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement.

IV. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT

A. The court will hold a Fairness Hearing on January 20, 2027 at 2:00 p.m., to hear any objections to the Settlement and determine (1) whether the proposed Settlement, as set forth in the Settlement Agreement, is fair, reasonable, and adequate and should be approved by the court; (2) whether the notice provided to the Settlement Class Members fully satisfied the requirements of Rule 23 and the requirements of due process; (3) whether Final Judgment should be entered approving the Settlement and dismissing the action, on the merits and with prejudice; (4) whether the release of claims, as set forth in the Settlement Agreement, should be approved; (5) the amount of attorneys' fees and expenses reasonably incurred in prosecution of the litigation to be paid to Settlement Class Counsel; (6) the amount of the incentive award to be paid to the Settlement Class Representative; and (7) such other matters as the court may deem appropriate.

B. Members of the Settlement Class who wish to opt out and be excluded from the Settlement must mail their requests for

exclusion, as directed in the Notices, to the Administrator by first-class United States mail, postmarked by the United States Postal Service no later than 120 days after entry of this Order. A request for exclusion must: (1) be personally signed by the Settlement Class Member; (2) include the Settlement Class Member's name, address, telephone number, AdaptHealth account number, and email address (if available); (3) specify the class (A, C, or both) to which the Person is seeking exclusion; and (4) clearly state that the Person wishes to be excluded from the litigation and the Settlement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the notices, or that is not postmarked within the time specified, shall be invalid, and the Person serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by the court's orders in this litigation and by the Settlement Agreement, if approved. So-called "mass" or "class" opt-outs shall not be allowed.

C. Any interested person who has neither opted out of the Settlement Classes nor been deemed to have opted out of the Settlement Classes may appear at the Fairness Hearing to show cause why the proposed Settlement should or should not be approved as fair, reasonable, and adequate; provided, however, that no person shall be heard or entitled to contest the approval of the terms

and conditions of the proposed Settlement unless that person has (1) filed with or mailed to the court a written objection and any supporting papers or briefs on or before the date established below, and (2) stated in the objection that he or she intends to appear at the Fairness Hearing, either in person or through counsel. Any objection shall contain a caption or title that identifies it as "Objection to Class Settlement in Jerry W. Ray v. AdaptHealth Corporation, No. 1:22-cv-00898-TDS-JLW (M.D.N.C.)" and also shall contain the following information: (1) the objector's name, address, telephone number, AdaptHealth account number, and email address (if available); (2) the settlement class (A, C, or both) about which they are objecting; and (3) the factual basis and legal grounds for their objection. All objections must be filed with the court or mailed to the Clerk's Office of the United States District Court for the Middle District of North Carolina, L. Richardson Preyer Courthouse, 324 W. Market Street, Greensboro, North Carolina 27401-2544, so that they are postmarked no later than December 8, 2026. All properly submitted Objections shall be considered by the court. Any Settlement Class Member who does not submit an Objection in the manner provided above shall be deemed to have waived any objection to the Settlement and shall forever be foreclosed from making any objection to class certification, to the fairness, adequacy or reasonableness of the

Settlement, and to any attorneys' fees and reimbursements approved by the court. Class Counsel and the parties shall have the right to respond to any objection no later than seven (7) days prior to the Final Approval Hearing, and shall serve a copy, by overnight delivery, with a courtesy copy by email (if available), to the objector (or counsel for the objector).

D. Class Counsel's initial request for approval of attorneys' fees, costs, and reimbursement of expenses incurred up to the time of the execution of the Settlement Agreement shall be filed by November 12, 2026.

E. Plaintiff shall file his motion for final approval of the Settlement and any briefs, declarations, and other evidence in support of the request for Final Approval by January 6, 2027.

F. All proceedings in this litigation, other than such as may be necessary to carry out the terms and conditions of this Order or the responsibilities incidental thereto, are STAYED and suspended as between the Settlement Class Representative and Defendant until further order of the court. The case is removed from the September 8, 2026 civil trial calendar.

G. The court expressly reserves its right to adjourn the Fairness Hearing from time to time without further notice other than to counsel of record and to approve the proposed Settlement and request for approval of attorneys' fees and expenses at or

after the originally scheduled Fairness Hearing.

H. The court retains exclusive jurisdiction over the action and all matters arising out of or connected with the proposed Settlement.

I. Pursuant to this Order, the schedule for dissemination of Notice, requesting exclusion from or objecting to the proposed Settlement, briefing, and the Fairness Hearing, is as follows:

Deadline for Defendant's counsel to provide Notice Database(s) to the Administrator: August 22, 2026;

Deadline for mailing Notices to the Settlement Classes: October 9, 2026;

Deadline for the Settlement Website: October 9, 2026;

Deadline for toll-free number with IVR: October 9, 2026;

Deadline for Class Counsel's initial request for attorneys' fees, costs, and reimbursement of expenses: November 12, 2026;

Deadline for filing Class Counsel's Initial Fee Application: November 12, 2026;

Deadline for Settlement Class A Members to submit a valid Class A Claim Form: December 8, 2026;

Deadline for Settlement Class C Members for whom all mailed notices are returned as undeliverable to submit a valid Class C Claim Form: December 8, 2026;

Deadline for Settlement Class Members to opt out: December 8, 2026;

Deadline for objections to proposed Settlement: December 8, 2026;

Deadline for filing Brief in Support of Final Approval: January 6, 2027;

Deadline for filing responses to objections to proposed Settlement: January 13, 2027; and

Fairness Hearing January 20, 2027 at 2:00 p.m., in Courtroom No. 2, Hiram H. Ward Federal Building, 251 N. Main Street Winston-Salem, NC 27101.

SO ORDERED.

/s/ Thomas D. Schroeder
United States District Judge

August 20, 2026