

# EXHIBIT 5

**EXHIBIT 5**

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF NORTH CAROLINA**

|                                    |   |                                 |
|------------------------------------|---|---------------------------------|
| JERRY W. RAY, on Behalf of Himself | ) |                                 |
| and Others Similarly Situated      | ) |                                 |
|                                    | ) |                                 |
| Plaintiff,                         | ) |                                 |
| v.                                 | ) | Case No.: 1:22-cv-00898-TDS-JLW |
|                                    | ) |                                 |
| ADAPTHEALTH CORPORATION,           | ) |                                 |
|                                    | ) |                                 |
| Defendant.                         | ) |                                 |
| _____                              | ) |                                 |

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (collectively with all attachments and exhibits, “Agreement”), is made and entered into by and between Plaintiff Jerry W. Ray (“Plaintiff” or “Class Representative”), on behalf of himself and two Settlement Classes,<sup>1</sup> and Defendant AdaptHealth Corporation (“Defendant” or “AdaptHealth”) to settle this action and discharge the Released Claims, as defined below, according to the terms and conditions herein. Plaintiff and Defendant will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

**RECITALS**

**WHEREAS**, on October 20, 2022, Plaintiff brought a Complaint in the Litigation against AdaptHealth, Family Medical Supply, LLC (“Family Medical”), and SIMM Associates, Inc. (“SIMM”), for violations of the Fair Debt Collection Practices Act

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<sup>1</sup> Definitions for capitalized terms not otherwise defined at first use are set forth in Paragraph 1 below.

(“FDCPA”), the North Carolina Fair Debt Collection Practices Act (“NCFDCPA”), the North Carolina Debt Collection Act, and the North Carolina Unfair and Deceptive Trade Practices Act (“NCUDTPA”);

**WHEREAS**, on October 17, 2023, Plaintiff filed a Class Action Complaint in the Litigation on behalf of a single putative class of North Carolina consumers against AdaptHealth under the North Carolina Debt Collection Act, N.C. Gen. Stat. § 75-50 *et seq.* (“NCDCA”), and by amendment withdrew his FDCPA, NCFDCPA, and UDTPA claims against AdaptHealth and all claims against Family Medical and settled claims against SIMM;

**WHEREAS**, on May 20, 2025, Plaintiff filed an Amended Class Action Complaint in the Litigation on behalf of three putative classes of North Carolina consumers against AdaptHealth under the NCDCA—Class A, the “Billed After Date of Service Class”; Class B, the “Late Fee Class”; and Class C, the “Legal Action Class”—which Litigation is currently pending before the Honorable Thomas D. Schroeder of the U.S. District Court for the Middle District of North Carolina;

**WHEREAS**, Defendant denies each and every one of Plaintiff’s allegations of unlawful conduct, damages, or other injuries in the Litigation;

**WHEREAS**, based upon the investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, motions practice to date, plus the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties have agreed to settle all of the class claims asserted in the Litigation pursuant to the terms of this Agreement;

**WHEREAS**, based on their investigation and discovery in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to, and in the best interest of, the Settlement Classes;

**WHEREAS**, the Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement;

**NOW THEREFORE**, in exchange of the recitals and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Final Order and Judgment of the Court as required herein and applicable law and rules, the Settling Parties hereby agree that all Released Claims against any Released Parties shall be settled, compromised, and forever released upon the following terms and conditions.

### **TERMS AND CONDITIONS OF THE SETTLEMENT**

#### **1. DEFINITIONS**

1.1 As used herein, the following terms have the meanings set forth below.

1.1.1 “AdaptHealth” refers to Defendant AdaptHealth Corporation, and includes all subsidiaries and affiliates of AdaptHealth.

1.1.2 “Administration Fund” means FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) of the Settlement Amount to be paid by Defendant into an escrow account with the Administrator out of which payments of the Administration

Expenses of the Administrator will be paid. The Administration Fund will be non-reversionary.

1.1.3 “Administrator” means JND Legal Administration, which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of notice according to the Notice Plan and required Claim Forms to Settlement Class Members; (b) making any mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (d) establishing the Website; (e) receiving and processing Claim Forms and distributing payments to Settlement Class Members; (f) disseminating the CAFA Notice; and (g) otherwise assisting with implementing and administering this Agreement, subject in all cases to approval by Class Counsel and Defense Counsel. Class Counsel and Defense Counsel may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defense Counsel may move the Court to substitute a different entity as Administrator on a showing of good cause.

1.1.4 “Administration Expenses” means the expenses incurred by the Administrator in providing the services herein and payable from the Administration Fund.

1.1.5 “Appeal” means a request for appellate review of any order or judgment of the Court entered in this Litigation, including but not limited to appeals as of right, discretionary appeals, interlocutory appeals, any order reinstating an appeal, and proceedings involving writs of certiorari and/or any proceedings thereon.

1.1.6 “Approved Claim” means for Settlement Class Members for whom a Claim Form is required, a claim that: (a) is received by the Administrator or postmarked on or before the Claims Deadline; (b) is fully and truthfully completed by Settlement Class Member with all information requested in the applicable Class A Claim Form or Class C Claim Form, and in accordance with the directions on the applicable Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement Funds under the Agreement and the Final Order and Judgment. Settlement Class C Members for whom Claim Forms are not required because mailed notices to them are not returned as undeliverable, as determined by the Administrator, automatically are deemed to have a valid claim eligible to receive payment from the Class C Fund under the Agreement and the Final Order and Judgment and, thus, an “Approved Claim.”

1.1.7 “Attorneys’ Fees and Expenses” means an amount that may be awarded by the Court to Class Counsel in a Fee Award to compensate them (and all other attorneys for Plaintiff or the Settlement Classes) for requested attorneys’ fees, costs, and adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter and videographer expenses, expert fees and costs, and document review and production costs) incurred by Plaintiff or Class Counsel in connection with the Action and payable from the Fee Fund.

1.1.8 “CAFA Notice” means the notice of this Settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005 (“CAFA”),

28 U.S.C. § 1715, within the timelines specified by 28 U.S.C. § 1715(b), and as further described in Paragraph 7.4.

1.1.9 “Claim Form” means the Class A Claim Form and/or Class C Claim Form, as appropriate.

1.1.10 “Claims Deadline” means the date that is sixty (60) days after the Notice Date.

1.1.11 “Class A Claim Form” means the document to be submitted by Settlement Class A Members seeking payment pursuant to this Settlement, as required in Paragraph 8.1 and in substantially the form attached as Exhibit A.

1.1.12 “Class C Claim Form” means the document to be submitted by certain Settlement Class C Members seeking payment pursuant to this Settlement, as may be required in Paragraph 8.2 and in substantially the form attached as Exhibit B.

1.1.13 “Class A E-mail Notice” means the notice that is sent by e-mail by the Administrator to Settlement Class A Members, in substantially the form attached as Exhibit C.

1.1.14 “Class C E-mail Notice” means the notice that is sent by e-mail by the Administrator to Settlement Class C Members, in substantially the form attached as Exhibit D.

1.1.15 “Class A Mail Notice” means the individual notice that is mailed by the Administrator to Settlement Class A Members, in substantially the form attached as Exhibit E.

1.1.16 “Class C Mail Notice” means the postcard individual notice that is mailed by the Administrator to Settlement Class C Members, in substantially the form attached as Exhibit F.

1.1.17 “Class Counsel” means Richard J. Keshian, Chad D. Hansen, Jeffrey H. Fisher, and Bradley A. Roehrenbeck of Kilpatrick Townsend & Stockton LLP.

1.1.18 “Court” means the U.S. District Court for the Middle District of North Carolina.

1.1.19 “Complaint” means the operative complaint in this Litigation at the time the Court enters the Preliminary Approval Order, currently the Amended Class Action Complaint [Dkt. No. 105].

1.1.20 “Cy Pres Distribution” means monies that will be distributed in connection with the Settlement pursuant to Paragraph 8.9 of this Agreement. Cy Pres will only be distributed for: (1) uncashed checks; (2) undeposited checks; or (3) other undistributed Settlement Funds in Settlement Fund A or Settlement Fund C after reasonable attempts to distribute funds to the applicable Settlement Class A Members and Settlement Class C Members; (4) any undistributed Settlement Amount in the Administration Fund after payment of all Administrator Expenses of the Administrator; (5) any undistributed Settlement Amount in the Fee Fund after payment of Attorneys’ Fees and Expenses awarded by the Court; or (6) any undistributed Settlement Amount in the Incentive Fund after payment of Plaintiff’s class representative incentive award as may be awarded by the Court.

1.1.21 “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.1.22 “Defense Counsel” means Christopher J. Blake of Cranfill Sumner LLP and D. Martin Warf of Nelson Mullins Riley & Scarborough LLP.

1.1.23 “Effective Date” means the first date by which any Final Order and Judgment entered pursuant to the Agreement becomes Final.

1.1.24 “Fee Award” means an amount of Attorneys’ Fees and Expenses awarded by the Court to be paid out of the Fee Fund.

1.1.25 “Fee Fund” means FIVE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$5,437,500.00) of the Settlement Amount to be paid by Defendant into an escrow account with Class Counsel out of which payments of Fee Awards will be made as awarded by the Court. The Fee Fund will be non-reversionary.

1.1.26 “Final” means one business day following the later of the following events: (i) the expiration of the time to file a motion to alter or amend a judgment under Fed. R. Civ. P. 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to file an Appeal of any judgment entered pursuant to this Agreement has passed without any Appeal having been taken; and (iii) the resolution of

any such Appeal in a manner that does not reverse or vacate the Judgment and in a manner that permits the consummation of the Settlement substantially in accordance with the terms and conditions of this Agreement. Any proceeding or order, or any Appeal pertaining solely to any request or order regarding a Fee Award will not in any way delay or preclude the Final Order and Judgment from becoming Final.

1.1.27 “Final Approval Hearing” means the final hearing, held after the Preliminary Approval Order is issued and Settlement Class Members have been given reasonable notice and an opportunity to object or to exclude themselves from the Settlement, at which the Court will determine whether to finally approve the Settlement and to enter a Final Order and Judgment.

1.1.28 “Final Order and Judgment” shall mean the order and judgment entered in the Litigation that provides for final approval of the Settlement and dismisses the Litigation with prejudice following the Final Approval Hearing.

1.1.29 “Funding Date for Administration Fund” shall mean thirty (30) days after preliminary approval is granted to this Settlement.

1.1.30 “Incentive Fund” means ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) of the Settlement Amount to be paid by Defendant into an escrow account with Class Counsel out of which payment of Plaintiff’s class representative incentive award will be made as awarded by the Court. The Incentive Fund will be non-reversionary.

1.1.31 “Litigation” means *Jerry W. Ray v. AdaptHealth Corporation*, No. 1:22-cv-00898-TDS-JLW, currently pending in the U.S. District Court for the Middle District of North Carolina.

1.1.32 “Long-Form Notice” means the combined Settlement Class A and Settlement Class C notice that is made available on the Website and upon request from the Administrator, in substantially the form attached as Exhibit G.

1.1.33 “Mail Notice” means the Class A Mail Notice and the Class C Mail Notice.

1.1.34 “Notice Date” means the deadline by which to send notice by mail pursuant to the Notice Plan, which shall be set by the Court in the Preliminary Approval Order as sixty (60) days after entry of the Preliminary Approval or such other date as the Court may order.

1.1.35 “Notice Plan” means the proposed plan of disseminating to Settlement Class A Members and Settlement Class C Members notice of the proposed Settlement and of the Final Approval Hearing, as approved by the Court.

1.1.36 “Opt-Out Deadline” means the date that is approximately (60) days after the Notice Date.

1.1.37 “Parties” means, collectively, Plaintiff, individually and on behalf of the Settlement Classes, and AdaptHealth.

1.1.38 “Person” means an individual and such individual’s spouse, heirs, estate, predecessors, successors, representatives, and assignees.

1.1.39 “Preliminary Approval Order” means an order, providing for, among other things, preliminary approval of the Settlement and dissemination of notice to the Settlement Class Members according to the Notice Plan.

1.1.40 “Released Claims” means any and all claims, liabilities, demands, causes of action, or lawsuits of the Settlement Class Members, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, arising out of or under any provision of the NCDCA, 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.

1.1.41 “Released Parties” means collectively, Defendant AdaptHealth Corporation as well as its respective past, present, and future officers, directors, shareholders, employees, predecessors, affiliates, parents, subsidiaries, partners, distributors, principals, insurers, administrators, agents, servants, successors, trustees, vendors, subcontractors, alleged co-conspirators, buyers, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all of the foregoing persons.

1.1.42 “Releasing Parties” means: (a) Plaintiff, his heirs, assigns, successors in interest, and personal representatives; (b) Settlement Class Members who do not timely opt out of the Settlement Class; (c) any present, former, and future spouses, as well as the present, former, and future heirs, executors, estates, administrators, representatives, agents, attorneys, partners, successors, predecessors, and assigns of each of them, and any other representatives of any of the foregoing Persons.

1.1.43 “Settlement” means the settlement set forth in this Agreement.

1.1.44 “Settlement Amount” means FOURTEEN MILLION THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$14,311,500.00), which shall be used to fund the Settlement Funds, the Administration Fund, the Fee Fund, and the Incentive Fund. The Settlement Amount will be non-reversionary and represents Defendant’s maximum possible payment for all aspects of the Settlement.

1.1.45 “Settlement Class A Members” means all Persons: (1) who purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, “equipment”) from AdaptHealth or any of AdaptHealth’s Family of Companies<sup>2</sup>; (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, which exhibit will be filed under seal as confidential information. Excluded from the Settlement Class 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;

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<sup>2</sup> The members of AdaptHealth’s Family of Companies are identified on AdaptHealth’s website at <https://adapthealth.com/locations/>.

and (4) the legal representatives, successors or assigns, or immediate family of any such excluded Person(s).

1.1.46 “Settlement Class C Members” means all Persons: (1) 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, which exhibit will be filed under seal as confidential information. Excluded from the Settlement Class 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).

1.1.47 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class A Members or the Settlement Class C Members and who does not opt out of the Settlement as set forth in Paragraph 10.4.

1.1.48 “Settlement Classes” means the two settlement classes consisting of Settlement Class A Members and Settlement Class C Members.

1.1.49 “Settlement Class A Period” means April 3, 2019 through April 3, 2025.

1.1.50 “Settlement Class C Period” means April 3, 2019 through March 31, 2026.

1.1.51 “Settlement Fund A” means a common fund to which Defendant will contribute ONE MILLION SIX HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$1,624,000.00). The Settlement Fund A will be non-reversionary and represents Defendant’s maximum possible payment for Settlement Class A Members.

1.1.52 “Settlement Fund C” means a common fund to which Defendant will contribute SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$6,700,000.00). The Settlement Fund C will be non-reversionary and represents Defendant’s maximum possible payment for Settlement Class C Members.

1.1.53 “Settlement Funds” means collectively the Settlement Fund A and Settlement Fund C, which together represent Defendant’s maximum possible payment of the Settlement to the Settlement Classes.

1.1.54 “Settling Parties” means collectively Plaintiff, Defendant, and all Settlement Class Members.

1.1.55 The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

## **2. NO ADMISSION OF LIABILITY, CONDITIONAL CERTIFICATION, AND ADMISSIBILITY.**

2.1 Denial of Wrongdoing and Liability. Defendant denies the material factual allegations and legal claims asserted by Plaintiff in the Litigation, on behalf of himself and

the purported classes, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. Further, Defendant maintains that it has strong, meritorious defenses to the class claims alleged in the Litigation and that it was prepared to vigorously defend all aspects of the Litigation.

2.2 Defendant's Position on Conditional Certification of the Settlement Classes. Defendant disputes that classes would be manageable or that common issues predominate over individual ones, and denies that one or more classes properly could be certified on the claims asserted in the Litigation. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Defendant does not oppose and hereby agrees to certification of the two Settlement Classes defined in Paragraphs 1.1.45 and 1.1.46, for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3). Certification of the Settlement Classes for settlement purposes will not be deemed a concession that certification of any class in the Litigation is, or was, appropriate, nor would Defendant be precluded from challenging class certification in further proceedings in the Litigation or in any other action if the Settlement is not finalized or finally approved. If the Court does not finally approve the Settlement for any reason whatsoever, the certification of the Settlement Classes resulting from this Agreement will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings involving Defendant. No agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiff, any Person in the Settlement Classes, or any other person to establish any of the elements

of class certification in any litigated certification proceedings, whether in the Litigation, or any other judicial proceeding.

2.3 Admissibility. This Agreement, any negotiations or proceedings related to it, the implementation of it, and any papers submitted in support of the motions for approval of it (collectively, the “Settlement Proceedings”) are not to be construed as or deemed to be evidence of any admission or concession by any of the Parties regarding liability, damages, or the appropriateness of class treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement and the Settlement Proceedings may be presented to the Court in connection with the implementation or enforcement of this Agreement, or as may be necessary or appropriate to further the purposes sought to be achieved by this Agreement.

### **3. THE BENEFITS OF SETTLEMENT**

3.1 Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Litigation against Defendant through trial and appeals. Class Counsel also has considered the strength of Defendant’s defenses, difficulties in obtaining class certification and proving liability, and the uncertain outcome and risk of the litigation, especially in complex actions such as this one, and the inherent delays in such litigation. Class Counsel believes that the proposed Settlement confers substantial benefits upon the Settlement Classes. Based on their evaluation of all of these factors, Plaintiff and Class Counsel have determined that the Settlement is in the best interests of Plaintiff and the Settlement Classes.

#### **4. SETTLEMENT TERMS**

4.1 Settlement Funds. By no later than the Funding Date for Administration Fund, Defendant will fund the Administration Fund in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) by wiring said funds to the trust account of Class Counsel. Defendant will fund the remainder of the Settlement Amount consisting of the Fee Fund, the Incentive Fund, Settlement Fund A and Settlement Fund C within ten (10) days of the Effective Date by wiring such funds to the trust account of Class Counsel. Defendant's payment of the Settlement Amount is for the purpose of making all required payments under this Settlement to the Settlement Classes. The Parties agree that Defendant's maximum monetary obligation under this Agreement to the Settlement Classes shall not exceed the Settlement Funds.

4.1.1 Defendant will cause to be created Settlement Fund A in the amount of ONE MILLION SIX HUNDRED AND TWENTY-FOUR THOUSAND DOLLARS (\$1,624,000) for the purpose of making all required payments to Settlement Class A. Upon payment of the \$1,624,000.00, Defendant's payment obligations under this Agreement to Settlement Class A shall be deemed to have been fully satisfied.

4.1.2 Defendant will cause to be created Settlement Fund C in the amount of SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$6,700,000.00) for the purpose of making all required payments to Settlement Class C. Upon payment of the \$6,700,000.00, Defendant's payment obligations under this Agreement to Settlement Class C shall be deemed to have been fully satisfied.

4.2 The Settlement Funds shall be Qualified Settlement Funds (“QSFs”) under Section 468B of the Internal Revenue Code and 26 C.F.R. § 1.468B-1, established pursuant to the Preliminary Approval Order. The Administrator shall be the Administrator of the QSFs.

4.3 Payment to Settlement Class A Members. Each Settlement Class A Member with an Approved Claim who does not opt out of the Settlement as set forth in Paragraph 10.4 shall automatically receive a payment. The amount of the payment shall be THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) per Person. Payments will be made directly to Settlement Class Members by the Administrator.

4.4 Payment to Settlement Class C Members. Each Settlement Class C Member with an Approved Claim who does not opt out of the Settlement as set forth in Paragraph 10.4 shall automatically receive a payment. The amount of the payment shall be FORTY SEVEN DOLLARS (\$47.00) per person. Payments will be made directly to Settlement Class Members by the Administrator.

4.5 The Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only legitimate claims, including, but not limited to, verifying claims with business records and data provided by Defendant where feasible.

## **5. ATTORNEYS’ FEES, EXPENSES, AND COSTS**

5.1 By no later than the Funding Date, Defendant shall cause to be paid into escrow with Class Counsel the sum of FIVE MILLION FOUR HUNDRED THIRTY-SEVEN

THOUSAND FIVE HUNDRED DOLLARS (\$5,437,500) for the Fee Fund to be set aside for the payment of Fee Awards. All Fee Awards shall be paid from the Fee Fund.

5.2 Fee Awards payable from the Fee Fund include: (1) a Fee Award to Class Counsel of Attorneys' Fees and Expenses incurred up to the time of the execution of this Agreement by all Parties (the "Initial Award"); and (2) one or more subsequent Fee Awards to Class Counsel of Attorneys' Fees and Expenses incurred after the execution of this Agreement by all Parties through the Effective Date (an "Additional Award").

5.3 Class Counsel's application for their Initial Award shall be filed no later than thirty (30) days prior to the Opt-Out Deadline. If awarded by the Court, the Initial Award shall be paid by transfer from the Fee Fund to Class Counsel within ten (10) calendar days following the Effective Date. Defendant agrees not to oppose or object to Class Counsel's request for an Initial Award of thirty-three and one-third percent (33 1/3%) of the Settlement Amount plus Class Counsel's adequately supported expenses.

5.4 Class Counsel's application for an Additional Award may be filed no more often than every sixty (60) days following entry of the Initial Award. No Additional Award may be filed more than thirty (30) days after the Effective Date. If awarded by the Court, an Additional Award shall be paid by transfer from the Fee Fund to Class Counsel within ten (10) calendar days following the later of the Effective Date or the Court's entry of the award.

5.5 Any Fee Award approved by the Court shall be paid solely out of the Fee Fund, shall not increase Defendant's total financial liability with respect to this Agreement, the Settlement, or the Settlement Amount, and shall not deplete in any way the Settlement

Funds, the Administration Fund, or the Incentive Fund. Except with respect to funding the Fee Fund, Defendant shall have no additional obligation to pay for attorneys' fees, costs, and/or expenses of any kind. Any remaining monies in the Fee Fund after payment of all Fee Awards approved by the Court shall be paid via Cy Pres Distribution in accordance with Paragraph 8.9.

5.6 In the event the Court approves the Settlement but declines to award Fee Awards in amounts requested by Class Counsel, the Settlement will nevertheless be binding on the Parties and the Settlement Class Members.

5.7 Except with respect to funding the Fee Fund, Defendant shall have no liability to Class Counsel or any other Person arising from any claim regarding the division of any award of attorneys' fees, expenses, and costs between and among Class Counsel or any other counsel who may claim entitlement to any portion of a Fee Award or the Fee Fund.

5.8 The Court shall retain jurisdiction of any dispute regarding the Fee Award and any repayment of any amount of the Fee Award or out of the Fee Fund.

## **6. INCENTIVE AWARD TO PLAINTIFF**

6.1 Plaintiff may request from the Court an Incentive Award of ONE HUNDRED THOUSAND DOLLARS (\$100,000). Defendant agrees not to oppose or object to Plaintiff's request for such Incentive Award. Plaintiff and AdaptHealth will accept the amount of the Incentive Award as approved by the Court.

6.2 An application for an Incentive Award by Plaintiff shall be filed no later than thirty (30) days prior to the Opt-Out Deadline.

6.3 If the Court approves an Incentive Award, Plaintiff will provide to Class Counsel a completed W-9 form within ten (10) days after the Effective Date. Upon receipt of a completed W-9 form, Class Counsel will deliver to Plaintiff a check made payable to Plaintiff within fourteen (14) days thereafter.

6.4 Any Incentive Award approved by the Court shall be paid solely out of the Incentive Fund, shall not increase Defendant's total financial liability with respect to this Agreement, the Settlement, or the Settlement Amount, and shall not deplete in any way the Settlement Funds, the Administration Fund, or the Fee Fund. Except with respect to funding the Incentive Fund, Defendant shall have no additional obligation to pay any Incentive Award of any kind. Any remaining monies in the Incentive Fund after payment of an Incentive Award approved by the Court shall be paid via Cy Pres Distribution in accordance with Paragraph 8.9.

6.5 In the event the Court approves the Settlement but declines to award an Incentive Award to Plaintiff, the Settlement will nevertheless be binding on the Parties and the Settlement Class Members.

## **7. ADMINISTRATION AND NOTICE**

7.1 All costs and expenses of the Administrator administering the Settlement in accordance with this Agreement, the Preliminary Approval Order, and the Final Order and Judgment shall be paid out of the Administration Fund, including the cost of CAFA Notice. Any remaining monies in the Administration Fund after payment of all costs and expenses of the Administrator in administering the Settlement shall be paid via Cy Pres Distribution in accordance with Paragraph 8.9.

7.2 The Administrator will facilitate the notice process by assisting the Parties in the implementation of the Notice Plan, as well as CAFA Notice.

### 7.3 Website

7.3.1 The Administrator will create and maintain the Website, to be activated within sixty (60) days of Preliminary Approval. The Administrator's responsibilities will also include securing an appropriate URL to be agreed upon by the Parties. The Website will contain information about the Settlement and case-related documents such as the Agreement, the Preliminary Approval Order, Class Counsel's applications for Fee Awards and the Fee Awards, the operative Complaint, and, subject to Court modification and/or approval, 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.

7.3.2 The Website will terminate (be removed from the internet) and no longer be maintained by the Administrator thirty (30) days after either (a) the Effective Date or (b) the date on which the Agreement is terminated or otherwise not approved in full if the Settlement is terminated or otherwise not approved in full.

7.3.3 All costs and expenses related to the Website shall be paid solely out of the Administration Fund.

### 7.4 CAFA Notice

7.4.1 The Parties agree that the Administrator shall serve CAFA Notice on the appropriate federal and state officials no later than ten (10) days after the filing of this Agreement with the Court.

7.4.2 All costs and expenses related to the CAFA Notice shall be paid out of the Administration Fund.

7.4.3 The Administrator will file a certification with the Court stating the date(s) on which CAFA Notice was sent. Each Party will provide the other Parties with any substantive responses received in response to any CAFA Notice.

## 7.5 Notice Plan

7.5.1 The Notice Plan shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the U.S. Constitution (including the Due Process Clauses), and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

7.5.2 Mail Notices, E-mail Notices, and Claim Forms to Settlement Class A Members. Within sixty (60) days after the Court enters the Preliminary Approval Order, 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 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 or as may be identified by the Administrator utilizing customary procedures.

7.5.3 Mail Notices and E-mail Notices to Settlement Class C Members. Within sixty (60) days after the Court enters the Preliminary Approval Order, 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 A 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 or as may be identified by the Administrator utilizing customary procedures.

7.5.4 Long-Form Notices and Claims Forms on the Website. Within sixty (60) days after the Court enters Preliminary Approval, the Administrator shall publish on the Website the Long-Form Notice, the Class A Claim Form, and the Class C Claim Form.

## 7.6 Interactive Voice Response (“IVR”) System

7.6.1 Within sixty (60) days after the Court enters the Preliminary Approval Order, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

## 8. CLAIMS PROCESS

8.1 Submission of Claims for Settlement Class A. To obtain a payment from the Settlement Class A Fund, Settlement Class A Members must timely submit in paper or online a valid Class A Claim Form substantially in the form attached as Exhibit A, as modified and/or approved by the Court, by the Claims Deadline.

8.2 Submission of Claims for Settlement Class C. A Settlement Class C Member for whom all mailed notices are not returned as undeliverable is 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 substantially in the form attached as Exhibit B, as modified and/or approved by the Court, by the Claims Deadline in order to obtain payment. Settlement Class C Members may download a Class C Claim Form from the Website or by requesting one from the Administrator.

8.3 Claims Processes Common to Both Settlement Classes. In circumstances where a Claim Form is required, all Claim Forms must be submitted to the Administrator by the Claims Deadline. A valid Claim Form means a Claim Form containing all required

information and which is signed (by hand or electronically) by the claimant and is timely submitted. Any Claim Form which is not timely submitted shall be denied. In the event a Settlement Class Member for whom all mailed notices are returned as undeliverable submits a Claim Form by the Claims Deadline but the Claim Form is not complete, then the Administrator shall give such Settlement Class Member a reasonable opportunity to provide any requested missing information. For any Settlement Class Member who is required to submit a Claim Form and submits a Claim Form determined by the Administrator to be incomplete, the Administrator shall provide notice directly to such Settlement Class Member by e-mail (if available) or mail, notifying him or her of the missing information and providing him or her with an opportunity to cure. Settlement Class Members must cure incomplete claims on or before the Effective Date.

8.4 Claims Processing. The Administrator shall apply the terms of this Agreement and the requirements set forth in the applicable Claim Form, and any Claim Form submitted that does not meet the requirements of this Agreement is not eligible to be an Approved Claim. The Administrator also shall employ reasonable procedures to screen claims for abuse, fraud, or duplication, and shall deny Claim Forms where there is evidence of abuse, fraud, or duplication. The Administrator's decisions regarding the Settlement Class Members' eligibility for a claims payment shall be final. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Administrator's conduct, omissions, or actions.

8.5 All costs and expenses of the Administrator administering the Settlement shall be paid solely out of the Administration Fund, shall not increase Defendant's total financial

liability with respect to this Agreement, the Settlement, or the Settlement Amount, and shall not deplete in any way the Settlement Funds, the Fee Fund, or the Incentive Fund. Except with respect to funding the Administration Fund, Defendant shall have no additional obligation to pay costs and expenses of the Administrator administering the Settlement. Any remaining monies in the Administration Fund after payment of all costs and expenses of the Administrator administering the Settlement shall be paid via Cy Pres Distribution in accordance with Paragraph 8.9.

8.6 Payment of Claims. At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Defense Counsel with a list identifying all Settlement Class Members who will be receiving payment and the amount of their associated payment. Within sixty (60) days after the Effective Date, or such other date as the Court may set, the Administrator shall issue payment by check or electronic payment from the Settlement Fund to each Settlement Class Member with an Approved Claim who does not opt out of the Settlement.

8.6.1 Payment of Settlement Class A Claims. The Administrator shall pay from the Class A Fund to each Settlement Class A Member with an Approved Claim, the sum provided for in Paragraph 4.3. If after the payment of all Approved Claims and after considering any payments to Settlement Class A Members that expire and become null and void pursuant to Paragraph 8.7 or are not payable pursuant to Paragraph 8.8, there remains in the Class A Fund sufficient funds to pay each Settlement Class A Member with an Approved Claim who were issued and cashed their initial payment an additional amount greater than or equal to ONE HUNDRED DOLLARS (\$100.00) per Person, the

Administrator shall distribute via a supplemental payment the remaining funds in the Class A Fund on a *pro rata* basis to Settlement Class A Members with Approved Claims who were issued and cashed their initial payments. All amounts remaining in the Class A Fund after the payment of all Approved Claims, and after considering any payments to Settlement Class A Members that expire and become null and void pursuant to Paragraph 8.7 or are not payable pursuant to Paragraph 8.8, shall be paid via Cy Pres Distribution.

8.6.2 Payment of Settlement Class C Claims. The Administrator shall pay from the Class C Fund to each Settlement Class C Member with an Approved Claim, the amount specified in Paragraph 4.4. If after the payment of all Approved Claims and after considering any payments to Settlement Class C Members that expire and become null and void pursuant to Paragraph 8.7 or are not payable pursuant to Paragraph 8.8, there remains in the Class C Fund sufficient funds to pay each Settlement Class C Member with an Approved Claim who were issued and cashed their initial payment an additional amount greater than or equal to FIVE DOLLARS (\$5.00) per Person, the Administrator shall distribute via a supplemental payment the remaining funds in the Class C Fund on a *pro rata* basis to Settlement Class C Members with Approved Claims who were issued and cashed their initial payments.

8.7 All payments to Settlement Class Members will state on their face that they will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

8.8 To the extent the amount due in payments to any Settlement Class Member in any single calendar year exceeds TWO THOUSAND DOLLARS (\$2,000,00) (or as

otherwise required by law), the Settlement Class Member will be issued payments totaling TWO THOUSAND DOLLARS (\$2,000,00) (or as otherwise permitted by law) with a request to complete and submit a Form W-9 electronically through the Website to receive any additional amounts due. If the Settlement Class Member does not complete and submit a Form W-9 within ninety (90) days of their issued payments totaling TWO THOUSAND DOLLARS (\$2,000,00), they will not be issued any additional payment.

8.9 Any remaining monies in the Settlement Funds shall be paid via Cy Pres Distribution to Salvation Army USA, Senior Services Program, Winston-Salem, North Carolina, subject to Court approval. No money remaining in the Settlement Funds shall revert to or otherwise be paid to Defendant.

8.10 No decisions by the Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.

## **9. RELEASES**

9.1 Upon entry of the Judgment, Plaintiff and each Settlement Class Member who has not opted out of the Settlement will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims against the Released Parties.

9.2 After entering into this Agreement, Plaintiff or Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe

to be true with respect to the Released Claims. Plaintiff and Settlement Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected, or unsuspected, contingent or noncontingent Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts.

9.3 Upon entry of the Final Order and Judgment, Plaintiff, and any Settlement Class Member who does not opt out as set forth in Paragraph 10.4 is hereby barred against bringing any action against any of the Released Parties for any of the Released Claims. Additionally, Plaintiff and Settlement Class Members agree and covenant, and each Settlement Class member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

## **10. APPROVAL PROCESS**

### **10.1 Court Approval**

10.1.1 Class Counsel shall submit the Agreement together with its Exhibits to the Court and request that the Court grant preliminary approval of the Settlement, issue a Preliminary Approval Order, and schedule a hearing on whether the Settlement should be granted final approval (collectively, “Motion for Preliminary Approval”).

10.1.2 In the Motion for Preliminary Approval, Class Counsel shall request that the Court schedule a Final Approval Hearing for a date no less than one hundred fifty (150) days from entry of the Preliminary Approval Order.

10.1.3 The date the Motion for Preliminary Approval is filed is the date by which the Settlement shall be deemed “filed” within the meaning of 28 U.S.C. § 1715.

10.1.4 If the Motion for Preliminary Approval is granted, Class Counsel shall be responsible for asking the Court to grant final approval of the Settlement and to enter a Final Order and Judgment, in accordance with the date set by the Court for the Final Approval Hearing.

10.1.5 If the Court does not enter a Preliminary Approval Order or a Final Order and Judgment or if the Final Order and Judgment is reversed or vacated, by any court, this Agreement shall terminate and be of no force or effect, except as otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. If this Agreement is terminated, any portion of the Settlement Funds, Administration Funds, Fee Fund, and Incentive Fund remaining shall be returned to Defendant. Notwithstanding any provision of this Agreement, the Parties agree that any decision by any court as to any Fee Award to Class Counsel or Incentive Payment to Plaintiff shall not prevent the Agreement from becoming effective, prevent a Final Order and Judgment from being entered, or provide any grounds for termination of the Agreement or the Settlement.

## 10.2 Procedures for Objecting to the Settlement

10.2.1 Settlement Class Members shall have the right to appear and show cause, if they have any reason why the terms of this Agreement should not be given final approval, subject to each of the sub-provisions contained in this paragraph. Any objection to this Agreement, including any of its terms or provisions, must be in writing, 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, NC 27401-2544 by no later than the Opt-Out Deadline. Settlement Class Members may object either on their own or through an attorney hired at their own expense.

10.2.2 Any objection regarding or related to the Agreement 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: (i) the objector's name, address, telephone number, AdaptHealth account number, and email address (if available); (ii) the settlement class (A, C, or both) about which they are objecting; and (iii) the factual basis and legal grounds for their objection.

10.2.3 Any Settlement Class Member who fails to comply with the applicable provisions of the preceding paragraphs concerning their objection shall waive and forfeit any and all rights he or she may have to object, appear, present witness testimony, and/or submit evidence, shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing, shall be precluded from seeking review of this Agreement by appeal or other means, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Litigation. By filing an objection, objectors and their counsel submit to the jurisdiction of the Court for all purposes, including but not limited to subpoenas and discovery.

10.3 Right to Respond to Objections.

10.3.1 Class Counsel and the Parties shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by overnight delivery, with a courtesy copy by email (if available), to the objector (or counsel for the objector).

#### 10.4 Opt Outs.

10.4.1 Any Settlement Class Member who does not wish to participate in this Settlement must write to the Administrator stating an intention to be “excluded” from this Settlement. This written request for exclusion must be sent via mail to the Administrator at the address set forth in the Mail Notice and the Long-Form Notice and postmarked no later than the Opt-Out Deadline. A request for exclusion must: (i) be personally signed by the Settlement Class Member; (ii) include the Settlement Class Member’s name, address, telephone number, AdaptHealth account number, and email address (if available); (iii) specify the class (A, C, or both) to which the Person is seeking exclusion; (iv) and 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 this Agreement, if approved. So-called “mass” or “class” opt-outs shall not be allowed.

10.4.2 The Administrator will retain a copy of all requests for exclusion and will provide copies of any such requests to counsel for the Parties on a weekly basis. Class Counsel will keep any such Opt-Out information confidential and use it only for purposes of determining whether a Person in the Settlement Class has properly opted out. Class Counsel agrees that it would be a conflict of interest to solicit opt-outs or solicit or agree to represent a Settlement Class Member who has properly opted out or excluded themselves regarding any claims against the Released Parties that would have been Released Claims had the Settlement Class Member not opted out. The names of those Persons who have properly excluded themselves from the Settlement will be provided to the Court in connection with the motion for final approval of the Settlement.

10.4.3 All Settlement Class Members will be bound by all determinations and judgments in the Litigation.

10.4.4 Any Person in the Settlement Class who submits a request for exclusion may not file an objection to the Settlement. If a Settlement Class Member submits a written request for exclusion pursuant to Paragraph 10.4.1 above, he or she shall be deemed to have complied with the terms of the opt-out procedure and shall not be bound by the Agreement if approved by the Court.

10.4.5 After notice is disseminated and at least fifteen (15) days prior to the Final Approval Hearing, the Parties shall request and seek to obtain from the Court a Final Order and Judgment, which will (among other things):

- (i) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits hereto;

- (ii) approve the Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have preclusive effect on all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and the Releasing Parties;
- (iii) find that the notices under the Notice Plan implemented pursuant to the Agreement: (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise class members of the Settlement Classes of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;
- (iv) dismiss the action (including all individual claims and Settlement Class Member claims asserted therein) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Agreement; incorporate the releases set forth above in Paragraph 9; and make those releases effective as of the date of the Final Order and Judgment; and
- (v) forever discharge the Released Parties as set forth herein; permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction related to the Released Claims.

## **11. WITHDRAWAL FROM SETTLEMENT; MEET AND CONFER OBLIGATION**

11.1 If any of the conditions set forth below occurs and either (a) Class Counsel or (b) Defendant give notice that such Party or Parties wish to withdraw from this Agreement (subject to the terms below and herein), then this Agreement shall terminate and be null

and void, and the Parties will be returned to the *status quo ante* as if no settlement had been negotiated or entered into:

- (i) Any objections to the proposed settlement are sustained (other than opt outs), which results in changes to the Settlement described in this Agreement that the withdrawing Party deems in good faith to be material (e.g., because it increases the cost of settlement or deprives the withdrawing Party of a benefit of the settlement);
- (ii) The Final Approval of the Settlement described in this Agreement results in changes that the withdrawing Party deems in good faith to be material (e.g., because it increases the cost of settlement or deprives the withdrawing Party of a benefit of the settlement);
- (iii) The Final Approval of the Settlement described in this Agreement is:  
(a) substantially modified by an appellate court and the withdrawing Party deems any such modification in good faith to be material (e.g., because it increases the cost of settlement or deprives the withdrawing Party of a benefit of the settlement); or (b) reversed by an appellate court.

11.2 In addition to those conditions above, if opt-outs in accordance with Paragraph 10.4.1 from either Settlement Class A or Settlement Class C reach agreed percentages, then Class Counsel and Defense Counsel shall meet and confer to discuss whether changes to this Agreement that do not increase or decrease Defendant's total financial liability for the Settlement Amount would likely lower the percentages of opt-outs. The agreed percentages are identified as Exhibit J to this Agreement, and Exhibit J will be filed under seal as confidential information. If changes to this Agreement result in changes that need to be re-noticed or approved by the Court, then updated notices will be sent and approval of the amended Agreement will be sought, and the parties shall meet and confer on the allocation of additional administrative expenses from the Settlement Amount to cover such additional Administrative Expenses. If, consistent with the obligations of section 14.1, the parties

cannot agree on changes to this Agreement within Defendant's total financial liability for the Settlement Amount that the Parties believe will result in reducing the number of opt outs, then, only after conference with the Court or further assistance with the Parties' mediator, either Party may notice termination of this Agreement consistent with Paragraph 11.1.

## **12. TAXES**

12.1 Settlement Class Members, Representative Plaintiff, and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Agreement.

12.2 Qualified Settlement Fund. The Parties agree that the Escrow Account into which the Settlement Funds are deposited is intended to be a separate taxable entity and is and will at all times constitute a "Qualified Settlement Fund" within the meaning of § 1.468B-1(c) of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended from time to time. The Administrator will timely make such elections as necessary including, if necessary, the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections must be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended (the "Code"). It is the responsibility of the Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

12.3 Settlement Administrator Is “Administrator.” For the purpose of § 1.468B of the Code and the Treasury regulations thereunder, the Administrator must be designated as the “administrator” of the Settlement Fund. The Administrator must cause to be timely and properly filed all information and other tax returns necessary or advisable with respect to the Settlement Funds (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns must reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund will be paid out of the Settlement Funds.

12.4 Taxes Paid by Administrator. All taxes arising in connection with income earned by the Settlement Funds, including any taxes or tax detriments that may be imposed upon Defendant or any of the other Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Funds do not qualify as a “qualified settlement fund” for federal or state income tax purposes, will be paid from the Settlement Funds.

12.5 Expenses Paid from Fund. Any expenses reasonably incurred by the Administrator in carrying out the duties, including fees of tax attorneys and accountants, will be paid from the Administrative Fund.

12.6 Responsibility for Taxes on Distribution. Any Person that receives a distribution from the Settlement Funds will be solely responsible for any taxes or tax-related expenses owed or incurred by that person by reason of that distribution. Such taxes and tax-related expenses will not be paid from the Settlement Fund or any other fund established herein.

12.7 Defendant Is Not Responsible. In no event will Defendant or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Amount to Plaintiff, Settlement Class Members, Class Counsel or any other person or entity. The Settlement Class Members shall indemnify and hold Defendant and other Released Parties harmless—through the Settlement Fund—for all such taxes and tax-related expenses.

12.8 Defendant shall timely deliver to the Administrator a “Section 1.468B-3 Statement” (as provided in Treas. Reg Section 1.468B-3(e)) with respect to any transfers made to the Settlement Funds or any other funds established herein.

12.9 The Administrator will engage in reporting to the Internal Revenue Service and such other state and local taxing authorities as may be required by law. The parties acknowledge that the Administrator will comply with all withholding obligations as required under the applicable provisions of the Internal Revenue Code and such other state and local laws as may be applicable, and the regulations promulgated thereunder. In addition, the Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Settlement Class Member any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). The Parties agree to cooperate with the Administrator, each other, and their attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Paragraph 12.

12.10 Defendant makes no representation to Plaintiff, Settlement Class Members, Class Counsel, or any other person or entity regarding the appropriate tax treatment of the

Settlement Fund, income earned on the Settlement Fund, any distribution taken from the Settlement Fund, or any other funds established herein.

### **13. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION**

13.1 The Effective Date of this Agreement shall be the date the Final Order and Judgment has become Final, as defined in Paragraph 1.1.23.

13.2 Performance of the obligations set forth in this Agreement is subject to all of the following material conditions:

- (A) execution of this Agreement by Plaintiff, Class Counsel, and Defendant;
- (B) the granting of preliminary approval by the Court;
- (C) sending of the notices described herein;
- (D) the granting of final approval by the Court;
- (E) execution and entry of the Final Order and Judgment by the Court; and
- (F) the occurrence of all other circumstances necessary for the Effective Date to arise.

13.3 The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers, and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any order contemplated by this Agreement. Class Counsel represent and warrant that they have authority to take all such actions required of them pursuant to this Agreement, and that by doing so they are not in breach or violation of any agreement with Plaintiff or any third party.

13.4 If the Court does not approve this Agreement or the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, the Settling Parties will be restored to their respective positions in the Litigation as of February 9, 2026, and a new case management order will be sought. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be used in this Litigation or in any other proceeding for any purpose.

13.5 The Parties agree to request a stay of the Litigation pending approval of the Settlement.

#### **14. MISCELLANEOUS PROVISIONS**

14.1 Cooperation of the Parties. The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by putative or actual Settlement Class Members. Class Counsel recognize that they have an obligation to support the Settlement and to seek the Court's approval of its terms. Class Counsel will abide by all applicable and governing ethical rules, opinions, and obligations precluding their representation of Settlement Class Members who have obtained exclusion from the Settlement Class pursuant to Paragraph 10.4. If the Court suggests any modifications to the Agreement or conditions entry of the Preliminary Approval Order or the Final Order and Judgment on modifications to the

Settlement, the Parties shall, working in good faith and consistent with the Settlement, endeavor to address any such concerns identified by the Court.

14.2 Representations by Class Counsel. Class Counsel represents and warrants that: (1) they do not represent any other AdaptHealth patients with potential or actual claims against AdaptHealth other than Plaintiff and the Settlement Classes; (2) they and their agents or other third party referral sources have not agreed or promised that Class Counsel will represent any other AdaptHealth customers with potential or actual claims against AdaptHealth other than Plaintiff and the Settlement Classes; (3) they and their agents or other third party referral sources are not aware of any other AdaptHealth patients who currently have retained, or intend to retain, Class Counsel or other law firms with whom Class Counsel have a relationship in connection with potential claims against AdaptHealth; (4) they and their agents or other third party referral sources are not actively soliciting clients or Settlement Class Members to bring cases against AdaptHealth; and (5) Class Counsel has taken down any website, social media, or other advertisements soliciting AdaptHealth customers to bring claims against AdaptHealth or contact Class Counsel about issues, concerns, or problems with AdaptHealth, and have no intention to recommence such solicitations in the future.

14.3 Resolution of Dispute without Admission. The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement covers claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense.

14.4 Use In Subsequent Proceedings. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of Defendant; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any party to this Litigation may file this Agreement and/or the Final Order and Judgment in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.5 Confidential Information. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

14.6 Destruction of Confidential Documents. It is agreed that, consistent with Paragraph 15 of the Consent Protective Order [Dkt. No. 48] and Paragraph 6 of the Consent HIPAA Qualified Protective Order [Dkt. No. 65] entered in this Litigation, the originals and all copies (including accessible backups or retained files) of all confidential documents and/or information subject to all confidentiality agreements and the Consent Protective Order (“Confidential Information”) shall be returned to the producing party within sixty (60) days after the Effective Date, unless the document has been offered into evidence or

filed without restriction as to disclosure. The Parties may agree in writing that certain Confidential Information may be destroyed in lieu of being returned. Nothing in the Agreement shall require attorney work product or pleading files to be returned or destroyed; however, any party or attorney retaining such work product or pleading files shall continue to treat such as Confidential Information pursuant to the terms of the Consent Protected Order.

14.7 Incorporation of Exhibits. Any and all Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

14.8 Modification. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

14.9 Integration. This Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized in such documents. Except as otherwise provided herein, the Parties will bear their own respective costs.

14.10 Class Counsel's Authority. Class Counsel, on behalf of the Settlement Classes, are expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Classes pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Classes.

14.11 Parties' Authority. Each counsel or other Person executing this Agreement or any of its Exhibits on behalf of any Party hereby warrants that such Person has the full authority to do so.

14.12 Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he, she, or it is acting upon his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

14.13 Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

14.14 No Prior Assignments. Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

14.15 Binding on Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Settlement Class Members.

14.16 Interpretation. None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter thereof.

14.17 Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Defense Counsel and as approved by the Court, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

14.18 Governing Law. This Agreement and any Exhibits hereto will be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of North Carolina without giving effect to that State's choice-of-law principles.

14.19 Headings. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

14.20 No Waiver. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

14.21 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and

enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision, hereunder. Provided, however, that the terms of this paragraph shall not apply should any court or tribunal find any part, term, or provision of the release, Released Claims, or Released Parties to be illegal or invalid.

14.22 Publicity and Confidentiality. Neither the Parties nor their counsel will initiate any public statement intended to be disseminated through the press, internet, television, radio, or other media that includes an opinion or editorial comment about the effect of the Settlement or the merits of any Parties' positions in the Litigation. This provision does not apply to any communications between any Settlement Class member and Class Counsel or any communications with the Court.

14.23 Notices. All notices to counsel provided for herein shall be sent by email with a hard copy sent by overnight mail to:

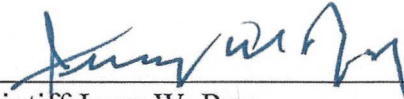
|                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>As to Plaintiff and the Settlement Classes:</i><br><br>Richard J. Keshian<br>Chad D. Hansen<br>Bradley A. Roehrenbeck<br>KILPATRICK TOWNSEND & STOCKTON<br>LLP<br>1001 W Fourth Street<br>Winston-Salem, NC 27101<br>rkeshian@ktslaw.com<br>chadhansen@ktslaw.com<br>broehrenbeck@ktslaw.com<br><br>Jeffrey H. Fisher<br>KILPATRICK TOWNSEND & STOCKTON<br>LLP<br>1100 Peachtree Street NE, Suite 2800<br>Atlanta, GA 30309 | <i>As to AdaptHealth Corporation:</i><br><br>Christopher J. Blake<br>CRANFILL SUMNER LLP<br>5440 Wade Park Boulevard, #300<br>Raleigh, NC 27601<br>cblake@cshlaw.com<br><br>D. Martin Warf<br>NELSON MULLINS RILEY &<br>SCARBOROUGH LLP.<br>301 Hillsborough Street, Suite 1400<br>Raleigh, NC 27603<br>martin.warf@nelsonmullins.com |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                    |  |
|--------------------|--|
| jfisher@ktslaw.com |  |
|--------------------|--|

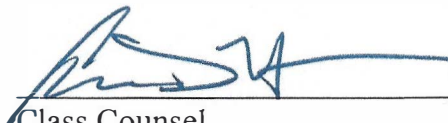
IN WITNESS WHEREOF, the Parties have executed this Agreement dated as of  
April 27, 2026.



Defendant AdaptHealth Corporation  
By: Richard Rew  
Chief Legal Officer and General Counsel



Plaintiff Jerry W. Ray



Class Counsel  
By Chad D. Hansen  
Kilpatrick Townsend & Stockton LLP

# EXHIBIT A

**EXHIBIT A**

# **Settlement Class A – “The Billing Claim Class”**

## **CLAIM FORM**

*Jerry W. Ray v. AdaptHealth Corporation, Case No. 1:22-cv-00898 (M.D.N.C.)*

**If you were billed by AdaptHealth for medical equipment you did not have, you may be eligible for a payment in a class action settlement**

**Settlement Class A Members must complete and submit this Claim Form to be eligible to receive a payment.**

To file a Claim Form for a payment, you must complete and file this Claim Form. You can either:

1. **File Online:** File online at [www.abcdefghijklmnopqrstuvwxyz.com](http://www.abcdefghijklmnopqrstuvwxyz.com);
2. **File by Email:** Submit your completed Claim Form, by email, to [info@abcdefghijklmnopqrstuvwxyz.com](mailto:info@abcdefghijklmnopqrstuvwxyz.com);  
or
3. **File by Mail:** Fill out, sign, and return this completed Claim Form to:

[abcdefghijklmnopqrstuvwxyz](mailto:info@abcdefghijklmnopqrstuvwxyz.com)  
c/o JND Legal Administration  
PO Box [xxxxx](mailto:info@abcdefghijklmnopqrstuvwxyz.com)  
Seattle, WA 98111

**Important: All Claim Forms must be submitted electronically or postmarked by [Month x, 202x](#).**



### **STEP 1: SETTLEMENT CLASS A - CLAIMANT INFORMATION**

|                                       |                       |       |     |
|---------------------------------------|-----------------------|-------|-----|
| <b>1. CLAIMANT NAME:</b>              |                       |       |     |
| <b>2. ADAPTHEALTH ACCOUNT NUMBER:</b> |                       |       |     |
| <b>3. MAILING ADDRESS:</b>            | Street Address Line 1 |       |     |
|                                       | Street Address Line 2 |       |     |
|                                       | City                  | State | Zip |
| <b>4. TELEPHONE NUMBER:</b>           |                       |       |     |
| <b>5. EMAIL ADDRESS:</b>              |                       |       |     |

Questions? Visit [www.abcdefghijklmnopqrstuvwxyz.com](http://www.abcdefghijklmnopqrstuvwxyz.com) or call [\(xxx\) xxx-xxxx](tel:(xxx) xxx-xxxx)  
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>



## STEP 2: SETTLEMENT CLASS A - REQUIREMENTS

According to a review of AdaptHealth's records, all the statements below apply to you:

- ✓ I purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, "equipment") from AdaptHealth or any of AdaptHealth's Family of Companies<sup>1</sup>;
- ✓ I returned, rejected, or did not receive the equipment;
- ✓ I was billed by AdaptHealth for one or more dates of service<sup>2</sup> on which I did not have the equipment;
- ✓ The dates of service occurred between April 3, 2019 and April 3, 2025; and
- ✓ I lived in North Carolina at the time at least one billing was sent

If you believe the information above is correct, please continue to Step 3.



## STEP 3: PAYMENT SELECTION

Please let us know how you would like to receive your settlement payment if your claim is deemed valid. **You may only check one box below.**

*Final determinations of claim amounts will not be made until after processing by the Settlement Administrator is complete.*

I would like to receive my payment by...

- ☐ Electronic Debit Card  
(Any potential payment will be sent to the email address provided above in Section 1.)
- ☐ Check  
(Any potential payment will be sent to the postal address provided above in Section 1.)



## STEP 4: SIGNATURE

By signing below, I am also certifying that this Claim Form contains true and correct information to the best of my knowledge, and I make this submission under penalty of perjury.

**Please provide below the Unique ID contained in the email or on the mailed notice that you received.** If you don't know your Unique ID, please email info@xxxxxxxxxxxxxxxxxxxx.com or call case (xxx)-xxx-xxxxx.

UNIQUE ID:

Signature:

Dated:

Print Name:

<sup>1</sup> The members of AdaptHealth's Family of Companies are identified on AdaptHealth's website at <https://adapthealth.com/locations/>.

<sup>2</sup> In health care, the "date of service" is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

Questions? Visit [www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com) or call (xxx) xxx-xxxx

To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

# EXHIBIT B

**EXHIBIT B**

# **Settlement Class C – “Collection Letter Claim Class”**

## **CLAIM FORM**

*Jerry W. Ray v. AdaptHealth Corporation, Case No. 1:22-cv-00898 (M.D.N.C.)*

**If you received a “Seriously Past Due” or “Final Demand” letter from AdaptHealth, you may receive a payment in a class action settlement**

**Settlement Class C Members who DID NOT receive a notice by email or by mail MUST complete and submit this Claim Form to be eligible to receive a payment.**

**If you received a notice by email or mail, you DO NOT need to submit a Claim Form to receive a payment. You will get a payment automatically.**

To file a Claim Form for a payment, you must complete and file this Claim Form. You can either:

1. File Online: File online at [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com);
  2. File by Email: Submit your completed Claim Form, by email, to [info@xxxxxxxxxxx.com](mailto:info@xxxxxxxxxxx.com);
- or

3. File by Mail: Fill out, sign, and return this completed Claim Form to:

xxxxxxxxxxxxxxxxxxxxxx  
c/o JND Legal Administration  
PO Box xxxxx  
Seattle, WA 98111

**Important: All Claim Forms must be submitted electronically or postmarked by Month x, 202x.**



### **STEP 1: SETTLEMENT CLASS C - CLAIMANT INFORMATION**

|                                       |                       |       |     |
|---------------------------------------|-----------------------|-------|-----|
| <b>1. CLAIMANT NAME:</b>              |                       |       |     |
| <b>2. ADAPTHEALTH ACCOUNT NUMBER:</b> |                       |       |     |
| <b>3. MAILING ADDRESS:</b>            | Street Address Line 1 |       |     |
|                                       | Street Address Line 2 |       |     |
|                                       | City                  | State | Zip |
| <b>4. TELEPHONE NUMBER:</b>           |                       |       |     |

Questions? Visit [www.x.com](http://www.x.com) or call (xxx) xxx-xxxx  
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

5. EMAIL ADDRESS:



## STEP 2: SETTLEMENT CLASS C AFFIRMATION

- ☐ Please check the box to confirm that all the statements below apply to you:
- ✓ I **DID NOT** receive a notice by email or mail (If you did receive a notice by email or mail you do not need to complete a Claim Form. You will receive a payment automatically);
  - ✓ I purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, "equipment") from AdaptHealth or any of AdaptHealth's Family of Companies<sup>1</sup>;
  - ✓ I was sent at least one "Seriously Past Due" or "Final Demand" letter;
  - ✓ The letter(s) were associated with dates of service<sup>2</sup> between April 3, 2019 and March 31, 2026; and
  - ✓ I lived in North Carolina at the time at least one letter was sent



## STEP 3: PAYMENT SELECTION

Please let us know how you would like to receive your settlement payment if your claim is deemed valid. **You may only check one box below.**

*Final determinations of claim amounts will not be made until after processing by the Settlement Administrator is complete.*

I would like to receive my payment by...

- ☐ Electronic Debit Card  
(Any potential payment will be sent to the email address provided above in Section 1.)
- ☐ Check  
(Any potential payment will be sent to the postal address provided above in Section 1.)



## STEP 4: SIGNATURE

<sup>1</sup> The members of AdaptHealth's Family of Companies are identified on AdaptHealth's website at <https://adapthealth.com/locations/>.

<sup>2</sup> In health care, the "date of service" is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

By signing below, I am also certifying that this Claim Form contains true and correct information to the best of my knowledge, and I make this submission under penalty of perjury.

**Signature:**

**Dated:**

**Print Name:**

# EXHIBIT C

**EXHIBIT C**

From: [info@X.com]  
To: [Class Member email address]  
Subject: AdaptHealth Settlement – Billing Claim Class

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**COURT APPROVED LEGAL NOTICE**

**If you were billed by AdaptHealth for medical equipment you did not have, you may be eligible for a payment in a class action settlement**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

Questions? [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com) 1-XXX-XXX-XXXX

**PLEASE REFER TO YOUR UNIQUE ID TO FILE A CLAIM**

**YOUR UNIQUE ID:**

<<Unique\_ID>>

Dear [Class Member Name],

A proposed settlement has been reached in a class action lawsuit called *Jerry W. Ray v. AdaptHealth Corporation*, Case No. 1:22-cv-00898 (M.D.N.C.) (the “Settlement”). Plaintiff alleges that Defendant AdaptHealth Corporation (“AdaptHealth”) engaged in improper debt collection practices under North Carolina law. AdaptHealth denies all allegations and denies that it did anything wrong. The Court has not decided who is right. Instead, Plaintiff and AdaptHealth have agreed to settle the case to avoid the risks, costs, and delays of further litigation, including trial and appeals.

**Who is Included?**

There are two Settlement Classes<sup>1</sup>: (1) Settlement Class A – The Billing Claim Class and (2) Settlement Class C – The Collection Letter Claim Class. **This Summary Notice is in reference to Settlement Class A only.** For information on Settlement Class C, go to [www.x.com](http://www.x.com).

Records indicate that you are a member of **Settlement Class A** – the Billing Claim Class because you meet all of the following:

- ✓ You purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, “equipment”) from AdaptHealth or any of AdaptHealth’s Family of Companies<sup>2</sup>;
- ✓ You allegedly returned, rejected, or did not receive the equipment;
- ✓ You were billed by AdaptHealth for one or more dates of service<sup>3</sup> on which you allegedly did not possess the equipment;

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<sup>1</sup> The complaint includes a third class, Settlement Class B: Late Fee Class, which is a subset of members of Settlement Class A: Billing Claim Class. Settlement Class B is being resolved without any financial or other relief to those class members.

<sup>2</sup> The members of AdaptHealth’s Family of Companies are identified on AdaptHealth’s website at <https://adapthealth.com/locations/>.

<sup>3</sup> In health care, the “date of service” is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

- ✓ The dates of service occurred between April 3, 2019 and April 3, 2025;
- ✓ You lived in North Carolina at the time that at least one billing was sent; and
- ✓ You are one of 464 individuals identified from the business records of AdaptHealth as likely to have met these criteria.

### What does the Settlement Provide?

AdaptHealth has agreed to pay a Settlement Amount of **\$14,311,500** to resolve this case. The Settlement Amount will be used to pay Settlement Class Members; settlement administration expenses; attorneys' fees up to one-third of the Settlement Amount as of the date of the settlement, additional attorneys' fees associated with settlement administration, and costs and expenses (subject to Court approval); and a potential incentive award up to \$100,000 to Plaintiff as Class Representative.

A Settlement Fund of **\$1,624,000** has been set up to pay eligible Settlement Class A Members. If you submit a valid Claim Form, **you may be eligible to receive a payment of \$3,500.00 per person**. By filing a Claim Form, you will be bound by the Settlement and you will give up your right to sue AdaptHealth separately for the claims in this case.

### How to Get a Payment.

You must complete and file a Claim Form online or by mail postmarked by **Month XX, 202x**. You can file your Claim Form online at [www.x.com](http://www.x.com) or by clicking the link below.

**FILE A CLAIM**

You may also get a paper Claim Form at [www.x.com](http://www.x.com), or by calling **1-XXX-XXX-XXXX**, and submit it by mail to:

**x**  
c/o JND Legal Administration  
P.O. Box **x**  
Seattle, WA 98111

### Your Other Options.

Exclude Yourself (Opt Out): Remove yourself from the Settlement. Get no payment. This is the only option that allows you to keep your right to sue AdaptHealth, at your own expense, for the claims resolved in this case. You must exclude yourself by **Month XX, 202x**.

Object: If you do not exclude yourself, you can tell the Court what you don't like about the Settlement. You can still file a claim for payment and you will still be bound by the Settlement. Objections must be filed by **Month XX, 202x**.

Do Nothing: Get no payment. Be bound by the Settlement and give up your right to sue AdaptHealth separately for the claims in this case.

Go to [www.x.com](http://www.x.com) for details on how to opt out or file an objection.

### The Final Approval Hearing.

The Court scheduled a hearing on **Month XX, 202x** to consider whether to approve the Settlement, any requested incentive award payment to Plaintiff, how much to pay and reimburse Class Counsel, as well as any objections. The Court appointed Kilpatrick Townsend & Stockton LLP as Class Counsel. You or your attorney may attend the hearing at your own expense, but you are not required to do so.

### More Information.

Complete information about your rights and options, as well as the Claim Form, the Long-Form Notice, and the Settlement Agreement, are available at [www.x.com](http://www.x.com), or by calling toll free **1-XXX-XXX-XXXX**.

[Unsubscribe](#)

# EXHIBIT D

**EXHIBIT D**

From: [info@X.com]  
To: [Class Member email address]  
Subject: AdaptHealth Settlement – Billing Claim Class

## COURT APPROVED LEGAL NOTICE

### If you received a “Seriously Past Due” or “Final Demand” letter from AdaptHealth, you may receive a payment in a class action settlement

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

Questions? [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com) 1-XXX-XXX-XXXX

YOUR UNIQUE ID:

<<Unique\_ID>>

Dear [Class Member Name],

A proposed settlement has been reached in a class action lawsuit called *Jerry W. Ray v. AdaptHealth Corporation*, Case No. 1:22-cv-00898 (M.D.N.C.) (the “Settlement”). Plaintiff alleges that Defendant AdaptHealth Corporation (“AdaptHealth”) engaged in improper debt collection practices under North Carolina law. AdaptHealth denies all allegations and denies that it did anything wrong. The Court has not decided who is right. Instead, Plaintiff and AdaptHealth have agreed to settle the case to avoid the risks, costs, and delays of further litigation, including trial and appeals.

#### Who is Included?

There are two Settlement Classes<sup>1</sup>: (1) Settlement Class A – The Billing Claim Class and (2) Settlement Class C – The Collection Letter Claim Class. **This Summary Notice is in reference to Settlement Class C only.** For information on Settlement Class A, go to [www.x.com](http://www.x.com).

Records indicate that you are a member of **Settlement Class C** – the Collection Letter Claim Class because you meet all of the following:

- ✓ You purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, “equipment”) from AdaptHealth or any of AdaptHealth’s Family of Companies<sup>2</sup>;
- ✓ You were sent a “Seriously Past Due” or “Final Demand” letter allegedly suggesting possible legal action;
- ✓ The letters were associated with dates of service<sup>3</sup> between April 3, 2019 and March 31, 2026;
- ✓ You lived in North Carolina at the time the letter was sent; and

<sup>1</sup> The complaint includes a third class, Settlement Class B: Late Fee Class, which is a subset of members of Settlement Class A: Billing Claim Class. Settlement Class B is being resolved without any financial or other relief to those class members.

<sup>2</sup> The members of AdaptHealth’s Family of Companies are identified on AdaptHealth’s website at <https://adapthealth.com/locations/>.

<sup>3</sup> In health care, the “date of service” is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

- ✓ You are one of 142,539 individuals identified from the business records of AdaptHealth as having met these criteria.

### **What does the Settlement Provide?**

AdaptHealth has agreed to pay a Settlement Amount of **\$14,311,500** to resolve this case. The Settlement Amount will be used to pay Settlement Class Members; settlement administration expenses; attorneys' fees up to one-third of the Settlement Amount as of the date of the settlement, additional attorneys' fees associated with settlement administration, and costs and expenses (subject to Court approval); and a potential incentive award up to \$100,000 to Plaintiff as Class Representative.

A Settlement Fund of **\$6,700,000** has been set up to pay eligible Settlement Class C Members. Unless you exclude yourself from the Settlement, **you will automatically receive a payment of \$47.00**; you will be bound by the Settlement; and you will give up your right to sue AdaptHealth separately for the claims in this case.

### **Your Other Options.**

Exclude Yourself (Opt Out): Remove yourself from the Settlement. Get no payment. This is the only option that allows you to keep your right to sue AdaptHealth, at your own expense, for the claims resolved in this case. You must exclude yourself by **Month XX, 202x**.

Object: If you do not exclude yourself, you can tell the Court what you don't like about the Settlement. You will still get your payment and you will still be bound by the Settlement. Objections must be filed by **Month XX, 202x**.

Go to [www.x.com](http://www.x.com) for details on how to opt out or file an objection.

### **The Final Approval Hearing.**

The Court scheduled a hearing on **Month XX, 202x** to consider whether to approve the Settlement, any requested incentive award payment to Plaintiff, how much to pay and reimburse Class Counsel, as well as any objections. The Court appointed Kilpatrick Townsend & Stockton LLP as Class Counsel. You or your attorney may attend the hearing at your own expense, but you are not required to do so.

### **More Information.**

Complete information about your rights and options, the Long-Form Notice, and the Settlement Agreement are available at [www.x.com](http://www.x.com), or by calling toll free **1-XXX-XXX-XXXX**.

[Unsubscribe](#)

# EXHIBIT E

**EXHIBIT E**

## COURT APPROVED LEGAL NOTICE

**If you were billed by AdaptHealth for medical equipment you did not have, you may be eligible for a payment in a class action settlement**

*A federal court authorized this Notice.  
This is not a solicitation from a lawyer.*

A proposed settlement has been reached in a class action lawsuit called *Jerry W. Ray v. AdaptHealth Corporation*, Case No. 1:22-cv-00898 (M.D.N.C.) (the “Settlement”). Plaintiff alleges that Defendant AdaptHealth Corporation (“AdaptHealth”) engaged in improper debt collection practices under North Carolina law. AdaptHealth denies all allegations and denies it did anything wrong. The Court has not decided who is right. Instead, Plaintiff and AdaptHealth have agreed to settle the case to avoid the risks, costs, and delays of further litigation, including trial and appeals.

### Who is Included?

There are two Settlement Classes<sup>1</sup>: (1) Settlement Class A – The Billing Claim Class and (2) Settlement Class C – The Collection Letter Claim Class. **This Summary Notice is in reference to Settlement Class A only.** For information on Settlement Class C, go to [www.NCAdaptHealthSettlement.com](http://www.NCAdaptHealthSettlement.com).

Records indicate that you are a member of **Settlement Class A** because you meet all of the following:

- ✓ You purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, “equipment”) from AdaptHealth or any of AdaptHealth’s Family of Companies<sup>2</sup>;
- ✓ You allegedly returned, rejected, or did not receive the equipment;
- ✓ You were billed by AdaptHealth for one or more dates of service<sup>3</sup> on which you allegedly did not possess the equipment;
- ✓ The dates of service occurred between April 3, 2019 and April 3, 2025;
- ✓ You lived in North Carolina at the time that at least one billing was sent; and
- ✓ You are one of 464 individuals identified from the business records of AdaptHealth as likely to have met these criteria.

<sup>1</sup> The complaint includes a third class, Settlement Class B: Late Fee Class, which is a subset of members of Settlement Class A: Billing Claim Class. Settlement Class B is being resolved without any financial or other relief to those class members.

<sup>2</sup> The members of AdaptHealth’s Family of Companies are identified on AdaptHealth’s website at <https://adapthealth.com/locations/>.

<sup>3</sup> In health care, the “date of service” is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

Questions? Visit [www.NCAdaptHealthSettlement.com](http://www.NCAdaptHealthSettlement.com), call 1-833-285-1329, or email [info@NCAdaptHealthSettlement.com](mailto:info@NCAdaptHealthSettlement.com)

## What does the Settlement Provide?

AdaptHealth has agreed to pay a Settlement Amount of **\$14,311,500** to resolve this case. The Settlement Amount will be used to pay Settlement Class Members; settlement administration expenses; attorneys' fees up to one-third of the Settlement Amount as of the date of the settlement, additional attorneys' fees associated with settlement administration, and costs expenses (subject to Court approval); and a potential incentive award up to \$100,000 to Plaintiff as Class Representative. A Settlement Fund of **\$1,624,000** has been set up to pay eligible Settlement Class A Members. If you submit a valid Claim Form, **you may be eligible to receive a payment of \$3,500.00 per person**. By filing a Claim Form, you will be bound by the Settlement and you will give up your right to sue AdaptHealth separately for the claims in this case.

## How to Get a Payment.

You must complete and file a Claim Form online at [www.NCAdaptHealthSettlement.com](http://www.NCAdaptHealthSettlement.com) or by mail to NC AdaptHealth Settlement, c/o JND Legal Administration, P.O. Box 91233, Seattle, WA 98111, submitted or postmarked by **Month XX, 202x**. You may also get a paper Claim Form at [www.NCAdaptHealthSettlement.com](http://www.NCAdaptHealthSettlement.com) or by calling 1-833-285-1329.

## Your Other Options.

**Exclude Yourself (Opt Out):** Remove yourself from the Settlement. Get no payment. This is the only option that allows you to keep your right to sue AdaptHealth, at your own expense, for the claims resolved in this case. You must exclude yourself by **Month XX, 202x**.

**Object:** If you do not exclude yourself, you can tell the Court what you don't like about the Settlement. You can still file a claim for payment and you will still be bound by the Settlement. Objections must be filed by **Month XX, 202x**.

**Do Nothing:** Get no payment. Be bound by the Settlement and give up your right to sue AdaptHealth separately for the claims in this case.

Go to [www.NCAdaptHealthSettlement.com](http://www.NCAdaptHealthSettlement.com) for details on how to opt out or file an objection.

## The Final Approval Hearing.

The Court scheduled a hearing on **Month XX, 202x** to consider whether to approve the Settlement, any requested incentive award payment to Plaintiff, how much to pay and reimburse Class Counsel, as well as any objections. The Court appointed Kilpatrick Townsend & Stockton LLP as Class Counsel. You or your attorney may attend the hearing at your own expense, but you are not required to do so.

## More Information.

Complete information about your rights and options, as well as the Claim Form, the Long-Form Notice, and the Settlement Agreement, are available at [www.NCAdaptHealthSettlement.com](http://www.NCAdaptHealthSettlement.com), or by calling toll free 1-833-285-1329.



**PLEASE REFER TO YOUR UNIQUE ID TO FILE A CLAIM**

**YOUR UNIQUE ID:**

**<<Unique\_ID>>**

Questions? Visit [www.NCAdaptHealthSettlement.com](http://www.NCAdaptHealthSettlement.com), call 1-833-285-1329, or email [info@NCAdaptHealthSettlement.com](mailto:info@NCAdaptHealthSettlement.com)

# EXHIBIT F

**EXHIBIT F**

COURT APPROVED LEGAL NOTICE

**If you received a  
“Seriously Past Due” or  
“Final Demand” letter from  
AdaptHealth, you may  
receive a payment in a class  
action settlement**

*A federal court authorized this Notice.  
This is not a solicitation from a lawyer.*

A proposed settlement has been reached in a class action lawsuit called *Jerry W. Ray v. AdaptHealth Corporation*, Case No. 1:22-cv-00898 (M.D.N.C.) (the “Settlement”). Plaintiff alleges that Defendant AdaptHealth Corporation (“AdaptHealth”) engaged in improper debt collection practices under North Carolina law. AdaptHealth denies all allegations and denies it did anything wrong. The Court has not decided who is right. Instead, Plaintiff and AdaptHealth have agreed to settle the case to avoid the risks, costs, and delays of further litigation, including trial and appeals.

Questions? [www.xxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxx.com)  
[1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)

***Jerry W. Ray v. AdaptHealth Corporation***

c/o JND Legal Administration

PO Box **9XXXX**

Seattle, WA **9XXXX**

«MailingBarcode»

Postal Service: Please do not mark barcode

«Name»

«Address1»

«Address2»

«City», «State» «PostalCode»

«Country»

**Who is Included?** There are two Settlement Classes<sup>1</sup>: (1) Settlement Class A – The Billing Claim Class and (2) Settlement Class C – The Collection Letter Claim Class. **This Summary Notice is in reference to Settlement Class C only.** For information on Settlement Class A, go to [www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com). Records indicate that you are a member of **Settlement Class C** because you meet all of the following:

- ✓ You purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, “equipment”) from AdaptHealth or any of AdaptHealth’s Family of Companies<sup>2</sup>;
- ✓ You were sent a “Seriously Past Due” or “Final Demand” letter allegedly suggesting possible legal action;
- ✓ The letters were associated with dates of service<sup>3</sup> between April 3, 2019 and March 31, 2026;
- ✓ You lived in North Carolina at the time the letter was sent; and
- ✓ You are one of 142,539 individuals identified from the business records of AdaptHealth as having met these criteria.

<sup>1</sup> The complaint includes a third class, Settlement Class B: Late Fee Class, which is a subset of members of Settlement Class A: Billing Claim Class. Settlement Class B is being resolved without any financial or other relief to those class members.

<sup>2</sup> The members of AdaptHealth’s Family of Companies are identified on AdaptHealth’s website at <https://adapthealth.com/locations/>.

<sup>3</sup> In health care, the “date of service” is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

**What does the Settlement Provide?** AdaptHealth has agreed to pay a Settlement Amount of **\$14,311,500** to resolve this case. The Settlement Amount will be used to pay Settlement Class Members; settlement administration expenses; attorneys’ fees up to one-third of the Settlement Amount as of the date of the settlement, additional attorneys’ fees associated with settlement administration, and costs and expenses (subject to Court approval); and a potential incentive award up to \$100,000 to Plaintiff as Class Representative. A Settlement Fund of **\$6,700,000** has been set up to pay eligible Settlement Class C Members. Unless you exclude yourself from the Settlement, **you will automatically receive a payment of \$47.00**; you will be bound by the Settlement; and you will give up your right to sue AdaptHealth separately for the claims in this case.

**Your Other Options.** Exclude Yourself (Opt Out): Remove yourself from the Settlement. Get no payment. This is the only option that allows you to keep your right to sue AdaptHealth, at your own expense, for the claims resolved in this case. You must exclude yourself by **Month XX, 202x**. Object: If you do not exclude yourself, you can tell the Court what you don’t like about the Settlement. You will still get your payment and you will still be bound by the Settlement. Objections must be filed by **Month XX, 202x**. Go to [www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com) for details on how to opt out or file an objection.

**The Final Approval Hearing.** The Court scheduled a hearing on **Month XX, 202x** to consider whether to approve the Settlement, any requested incentive award payment to Plaintiff, how much to pay and reimburse Class Counsel, as well as any objections. The Court appointed Kilpatrick Townsend & Stockton LLP as Class Counsel. You or your attorney may attend the hearing at your own expense, but you are not required to do so.

**More Information.** Complete information about your rights and options, the Long-Form Notice, and the Settlement Agreement, are available at [www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.com), or by calling toll free **1-XXX-XXX-XXXX**.



# EXHIBIT G

**EXHIBIT G**

## **If you purchased, leased, or rented medical equipment, supplies, and/or other products from AdaptHealth, you may be affected by a class action settlement**

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

- A proposed settlement has been reached in a class action lawsuit called *Jerry W. Ray v. AdaptHealth Corporation*, Case No. 1:22-cv-00898 (M.D.N.C.) (the “Settlement”).
- Plaintiff alleges that Defendant AdaptHealth Corporation (“AdaptHealth”) engaged in improper debt collection practices under North Carolina law. Specifically, the claims assert that AdaptHealth:
  - ✓ Allegedly billed individuals for medical equipment they did not receive, rejected, or had already returned; and/or
  - ✓ Sent collection letters allegedly suggesting possible legal action regarding alleged debts.
- AdaptHealth denies all allegations and denies that it did anything wrong. AdaptHealth also maintains that it has strong, meritorious defenses to the claims alleged in the litigation and that it was prepared to vigorously defend all aspects of the litigation. The Court has not decided who is right. Instead, Plaintiff and AdaptHealth (together the “Parties”) have agreed to settle the case to avoid the risks, costs, and delays of further litigation, including trial and appeals.
- If the Court approves the Settlement, Settlement Class Members will be eligible to receive a payment, as further detailed in Question **9**.
- **There are two Settlement Classes<sup>1</sup>.** You are a Settlement Class Member if you meet all of the following criteria:

### **1. Settlement Class A: Billing Claim Class**

- ✓ You purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, “equipment”) from AdaptHealth or any of AdaptHealth’s Family of Companies<sup>2</sup>;
- ✓ You allegedly returned, rejected, or did not receive the equipment;
- ✓ You were billed by AdaptHealth for one or more dates of service<sup>3</sup> on which you allegedly did not possess the equipment;
- ✓ The dates of service occurred between April 3, 2019 and April 3, 2025;
- ✓ You lived in North Carolina at the time that at least one billing was sent; and
- ✓ You are one of 464 individuals identified from the business records of AdaptHealth as likely to have met these criteria.

### **2. Settlement Class C: Collection Letter Claim Class**

- ✓ You purchased, leased, or rented equipment from AdaptHealth or any of AdaptHealth’s Family of Companies<sup>2</sup>;
- ✓ You were sent a “Seriously Past Due” or “Final Demand” letter allegedly suggesting possible legal action;
- ✓ The letters were associated with dates of service<sup>3</sup> between April 3, 2019 and March 31, 2026;

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<sup>1</sup> The complaint includes a third class, Settlement Class B: Late Fee Class, which is a subset of members of Settlement Class A: Billing Claim Class. Settlement Class B is being resolved without any financial or other relief to those class members.

<sup>2</sup> The members of AdaptHealth’s Family of Companies are identified on AdaptHealth’s website at <https://adapthealth.com/locations/>.

<sup>3</sup> In health care, the “date of service” is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

Questions? Visit [www.x.com](http://www.x.com) or Call 1-xxx-xxx-xxxx

- ✓ You lived in North Carolina at the time the letter was sent; and
- ✓ You are one of 142,539 individuals identified from the business records of AdaptHealth as having met these criteria.
- Your legal rights are affected whether or not you act. **Please read this Long-Form Notice carefully.**

| YOUR LEGAL RIGHTS AND OPTIONS |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Submit a Claim Form           | <ul style="list-style-type: none"> <li>• Remain in the Settlement</li> <li>• Become eligible to receive a payment as a member of Class A if you qualify<br/><b>(Note: If you received a Settlement Class C: Collection Letter Claim Class Notice, you do <u>not</u> need to submit a Claim Form. You will get a payment automatically.)</b></li> <li>• Be bound by the Settlement</li> <li>• Give up your right to sue or continue to sue AdaptHealth for the claims resolved in this case</li> </ul> | Online or Postmarked by <b>Month x, 202x</b> |
| Ask to be Excluded (Opt Out)  | <ul style="list-style-type: none"> <li>• Remove yourself from the Settlement</li> <li>• Get no payment from the Settlement</li> <li>• Keep your right to sue or continue to sue AdaptHealth, at your own expense, for the claims resolved in this case</li> </ul>                                                                                                                                                                                                                                     | Postmarked by <b>Month x, 202x</b>           |
| Object                        | <ul style="list-style-type: none"> <li>• Remain in the Settlement but tell the Court what you do not like about the Settlement</li> <li>• The purpose of an objection is to persuade the Court not to approve the Settlement as proposed</li> <li>• A successful objection to the Settlement may mean that the objector and other members of the Settlement Classes are not bound by the Settlement</li> </ul>                                                                                        | Filed and served by <b>Month x, 202x</b>     |
| Do Nothing                    | <ul style="list-style-type: none"> <li>• Receive no payment as a member of Class A<br/><b>(Note: If you received a Settlement Class C: Collection Letter Claim Class Notice, unless you exclude yourself from the Settlement, you will get a payment automatically.)</b></li> <li>• Be bound by the Settlement</li> <li>• Give up your right to sue AdaptHealth separately for the claims in this case</li> </ul>                                                                                     |                                              |

- These rights and options—and the deadlines to exercise them—are explained in this Long-Form Notice. The deadlines may be moved, cancelled, or otherwise modified, so please check [www.x.com](http://www.x.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court gives final approval to the Settlement and after any appeals are resolved. Please be patient.

Questions? Visit [www.x.com](http://www.x.com) or Call 1-xxx-xxx-xxxx

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## **BASIC INFORMATION**

### **1. What is this Long-Form Notice about?**

The purpose of this Long-Form Notice is to provide information about a proposed settlement in a class action lawsuit called *Jerry W. Ray v. AdaptHealth Corporation*, Case No. 1:22-cv-00898 (M.D.N.C.) (the “Settlement”) and your rights and options before the Court decides whether to approve the Settlement. The person who sued is Plaintiff Jerry W. Ray. The company he sued is Defendant AdaptHealth Corporation (“AdaptHealth”).

### **2. What is this lawsuit about?**

The lawsuit alleges that AdaptHealth engaged in improper debt collection practices under North Carolina law. Specifically, the claims allege that AdaptHealth:

- ✓ Allegedly billed consumers for medical equipment they did not receive, rejected, or had returned; and/or
- ✓ Sent collection letters allegedly suggesting possible legal action regarding alleged debts.

AdaptHealth denies all allegations of wrongdoing and liability and contends that its conduct complied with applicable law. AdaptHealth also maintains that it has strong, meritorious defenses to the claims alleged in the litigation and that it was prepared to vigorously defend all aspects of the litigation. The Court has not decided who is right. Instead, Plaintiff and AdaptHealth (together the “Parties”) have agreed to settle to avoid the risks, costs, and delays of further litigation, including trial and appeals.

Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Classes.

### **3. What is a class action and who is involved?**

In a class action, a person(s) called a “Class Representative(s)” sues on behalf of all individuals who are alleged to have a similar claim. Here, Plaintiff Jerry W. Ray represents other eligible medical equipment consumers as the Class Representative and together they are called the “Settlement Classes” or “Settlement Class Members.” Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who validly exclude themselves from the class.

### **4. Why is this lawsuit a class action?**

The Court has preliminarily approved the Settlement and Settlement Classes under Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. The Court preliminarily found that:

- There are numerous Settlement Class Members whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Class Representative’s claims are typical of the claims of the rest of the Settlement Class Members;
- The Class Representative and the lawyer representing the Settlement Classes will fairly and adequately represent the interests of the Settlement Class Members;
- A class action settlement would be a fair, efficient and superior way to resolve this lawsuit;
- The common legal questions and facts predominate over questions that affect only individual Settlement Class Members; and
- The Settlement Classes are ascertainable because they are defined by identifiable objective criteria.

In preliminarily approving the Settlement and the Settlement Classes, the Court appointed Kilpatrick Townsend & Stockton LLP as Class Counsel. For more information, visit the Important Documents page at [www.x.com](http://www.x.com).

### **5. Why is there a Settlement?**

AdaptHealth denies all allegations and denies any wrongdoing or liability. The Court has not decided who is right. Instead, the Parties have agreed to settle to avoid the risks, costs, and delays of further litigation. Plaintiff and

Questions? Visit [www.x.com](http://www.x.com) or Call 1-xxx-xxx-xxxx

Class Counsel think the Settlement is in the best interests of the Settlement Class Members and is fair, reasonable, and adequate.

## **THE SETTLEMENT CLASSES**

### **6. Am I part of the Settlement Classes?**

**There are two Settlement Classes.** You are a Settlement Class Member if you meet all of the following criteria:

#### **1. Settlement Class A: Billing Claim Class**

- ✓ You purchased, leased, or rented medical equipment, supplies, and/or other products (collectively, "equipment") from AdaptHealth or any of AdaptHealth's Family of Companies<sup>4</sup>;
- ✓ You allegedly returned, rejected, or did not receive the equipment;
- ✓ You were billed by AdaptHealth for one or more dates of service<sup>5</sup> on which you allegedly did not possess the equipment;
- ✓ The dates of services occurred between April 3, 2019 and April 3, 2025;
- ✓ You lived in North Carolina at the time that at least one billing was sent; and
- ✓ You are one of 464 individuals identified from the business records of AdaptHealth as likely to have met these criteria.

#### **2. Settlement Class C: Collection Letter Claim Class**

- ✓ You purchased, leased, or rented equipment from AdaptHealth or any of AdaptHealth's Family of Companies<sup>3</sup>;
- ✓ You were sent a "Seriously Past Due" or "Final Demand" letter suggesting possible legal action;
- ✓ The letters were associated with dates of service between April 3, 2019 and March 31, 2026;
- ✓ You lived in North Carolina at the time the letter was sent; and
- ✓ You are one of 142,539 individuals identified from the business records of AdaptHealth as having met these criteria.

### **7. Are there exceptions to being included?**

Yes. Excluded from the Settlement Classes are (1) the Judges presiding over this Litigation; (2) AdaptHealth and all subsidiaries and affiliates of AdaptHealth, as well as their respective past, present, and future officers, directors, shareholders, employees, predecessors, affiliates, parents, subsidiaries, partners, distributors, principals, insurers, administrators, agents, servants, successors, trustees, vendors, subcontractors, alleged co-conspirators, buyers, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all of the foregoing persons ("Released Parties"); (3) persons who properly execute and file a timely request for exclusion from the Classes, and (4) the legal representatives, successors or assigns, or immediate family of any such excluded person(s).

### **8. What if I am still not sure if I am included?**

If you are still not sure whether you are a Settlement Class Member, please visit [www.x.com](http://www.x.com), call the Settlement Administrator toll-free at 1-xxx-xxx-xxxx, or write to: X Settlement Administrator, c/o JND Legal Administration, P.O. Box X, Seattle, WA 98111.

## **WHAT SETTLEMENT CLASS MEMBERS GET**

<sup>4</sup> The members of AdaptHealth's Family of Companies are identified on AdaptHealth's website at <https://adapthealth.com/locations/>.

<sup>5</sup> In health care, the "date of service" is generally the date on which a patient receives health care treatment, services, equipment, or supplies.

Questions? Visit [www.x.com](http://www.x.com) or Call 1-xxx-xxx-xxxx

## 9. What does the Settlement provide?

AdaptHealth has agreed to pay a Settlement Amount of **\$14,311,500** to resolve this case. The Settlement Amount will be used to pay Settlement Class Members; settlement administration expenses; attorneys' fees up to one-third of the Settlement Amount as of the date of the settlement, additional attorneys' fees associated with settlement administration, and costs and expenses (subject to Court approval); and a potential incentive award up to \$100,000 to Plaintiff as the Class Representative (see Question 17 below).

- ✓ A Settlement Fund of **\$1,624,000** has been set up for **Settlement Class A: Billing Claim Class**. Eligible Settlement Class A Members who submit valid claims **will receive \$3,500.00 per person**.
- ✓ A Settlement Fund of **\$6,700,000** has been set up for **Settlement Class C: Collection Letter Claim Class**. Eligible Settlement Class C Members who received a Notice (either by mail or email) will automatically **get a payment of \$47.00 per person**. Those who did **not** receive a Notice will need to submit a valid Claim Form to be eligible for payment.

**If funds remain after initial payments, additional distributions may be made on a *pro rata* basis, where applicable.** If funds still remain, the Court may direct a payment to Salvation Army USA, Senior Services Program. No portion of the Settlement Amount will be returned to AdaptHealth.

More details are in a document called the Settlement Agreement, which is available at [www.x.com](http://www.x.com).

## 10. What am I giving up by staying in the Settlement?

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against AdaptHealth about the same claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement. They describe the legal claims that you give up if you stay in the Settlement. The Settlement Agreement is available at [www.x.com](http://www.x.com).

### HOW TO GET A PAYMENT

## 11. How can I get a payment?

The steps you take to get a payment depended upon the Settlement Class:

- ✓ Eligible members of **Settlement Class A: Billing Claim Class** must submit a valid Claim Form to get a payment.
- ✓ Eligible members of **Settlement Class C: Collection Letter Claim Class who received a Notice** do **not** need to submit a Claim Form to get a payment. They will get a payment automatically.
- ✓ Eligible members of **Settlement Class C: Collection Letter Claim Class who did not receive a Notice but believe they should have been included** must submit a valid Claim Form to get a payment.

Claims Forms can be submitted online at [www.x.com](http://www.x.com) or mailed to the Settlement Administrator:

x  
c/o JND Legal Administration  
P.O. Box x  
Seattle, WA 98111

Claim Forms must be submitted or postmarked by **Month x, 202x**. To be eligible, claims must be submitted on time, be fully completed with all required information, and signed.

## 12. When will I get my payment?

Payments will be sent to eligible Settlement Class Members *after* the Court grants "final approval" of the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

Questions? Visit [www.x.com](http://www.x.com) or Call 1-xxx-xxx-xxxx

If you do not want to remain in the Settlement and be eligible to get a payment or you want to keep the right to sue or continue to sue AdaptHealth on your own about the claims released in the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

### 13. How do I ask to be excluded?

To exclude yourself (or “opt-out”) of the Settlement, you must mail the Settlement Administrator a written request for exclusion. The exclusion request **must** include the following:

- Your full name, current address, telephone number, AdaptHealth account number, and email address (if available);
- A statement clearly saying that you want to be excluded from the Settlement in *Jerry W. Ray v. AdaptHealth Corporation*;
- The Settlement Class or Classes that you want to be excluded from (Settlement Class A, Settlement Class C, or both); and
- Your personal signature.

Your exclusion request must be **postmarked by Month x, 202x** to:

**X** - EXCLUSIONS  
c/o JND Legal Administration  
P.O. Box **x**  
Seattle, WA 98111

**IF YOU DO NOT EXCLUDE YOURSELF BY MONTH X, 202x, YOU WILL REMAIN PART OF THE SETTLEMENT AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.**

### 14. If I don't exclude myself, can I sue AdaptHealth for the same thing later?

No. Unless you exclude yourself, you give up any right to sue AdaptHealth for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the action relating to the Settlement.

### 15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

Yes. As part of the preliminary approval, the Court has appointed Kilpatrick Townsend & Stockton LLP as “Class Counsel.”

Richard J. Keshian  
Chad D. Hansen  
Bradley A. Roehrenbeck  
KILPATRICK TOWNSEND & STOCKTON LLP  
1001 W Fourth Street  
Winston-Salem, NC 27101  
rkeshian@ktslaw.com  
chadhansen@ktslaw.com  
broehrenbeck@ktslaw.com

Jeffrey H. Fisher  
KILPATRICK TOWNSEND & STOCKTON LLP  
1100 Peachtree Street NE Suite 2800  
Atlanta, GA 30309  
jfisher@ktslaw.com

Questions? Visit [www.x.com](http://www.x.com) or Call 1-xxx-xxx-xxxx

#### 17. How will the lawyers be paid?

The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will file a motion seeking approval of an award of reimbursement of all litigation costs and expenses, an award of attorneys' fees up to one-third of the Settlement Amount as of the date of the settlement, and additional attorneys' fees associated with settlement administration, all of which will not exceed \$5,436,500. In addition, Class Counsel will seek an incentive award of \$100,000 for Plaintiff for his service as the Class Representative on behalf of the Settlement Classes, to be paid from the Settlement Amount. You will not be responsible for paying any of these fees, expenses, or awards.

#### 18. Should I get my own lawyer?

If you stay in the Settlement, you do not need to hire your own lawyer. Class Counsel is working on behalf of the Settlement Classes. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

### **OBJECTING TO THE SETTLEMENT**

#### 19. How can I tell the Court if I do not like the Settlement?

Any Settlement Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Settlement Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court. The written objection must include:

- A title stating: "Objection to Class Settlement in *Jerry W. Ray v. AdaptHealth Corporation*, No. 1:22-cv-00898-TDS-JLW (M.D.N.C.)";
- Your full name, current address, telephone number, AdaptHealth account number, and email address (if available);
- A statement as to which Settlement Class you object (Settlement Class A, Settlement Class C, or both);
- A clear explanation of why you object to the Settlement;
- Any facts or legal arguments supporting your objection; and
- Your signature.

Your objection, along with any supporting material you wish to submit, must be filed with the Court or mailed to the address below by **Month x, 202x**:

**Clerk of Court**  
United States District Court  
Middle District of North Carolina  
L. Richardson Preyer Courthouse  
324 W. Market Street  
Greensboro, NC 27401-2544

#### 20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Settlement Classes are not bound by the Settlement.

Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **Month x, 202x at x:xx x.m.** ET at the United States District Court, Middle District of North Carolina. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay and reimburse Class Counsel and any incentive award payment to Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

#### **22. Do I have to come to the hearing?**

No. But you or your own lawyer may attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and served your written objection on time to the Court, the Court will consider it.

#### **23. May I speak at the hearing?**

Yes. Any Settlement Class Member who timely files a valid written objection may appear at the Final Approval Hearing. The Court will decide whether and how long objectors may speak.

### **IF YOU DO NOTHING**

#### **24. What happens if I do nothing at all?**

What happens if you do nothing depends upon the Settlement Class:

- ✓ If you are a member of **Settlement Class A: Billing Claim Class**, you will not get a payment, but you will still be part of the Settlement and you will give up your right to sue AdaptHealth separately for the claims in this case.
- ✓ If you are a member of **Settlement Class C: Collection Letter Claim Class who received a Notice**, you will automatically get a payment, you will remain part of the Settlement, and you will give up your right to sue AdaptHealth separately for the claims in this case.
- ✓ If you are a member of **Settlement Class C: Collection Letter Claim Class who did not receive a Notice**, you will not get a payment, but you will still be part of the Settlement and you will give up your right to sue AdaptHealth separately for the claims in this case.

Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against AdaptHealth about the legal issues in this case.

### **GETTING MORE INFORMATION**

#### **25. How can I get more information?**

This Long-Form Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at **www.x.com**. You can also call the Settlement Administrator toll-free at **1-xxx-xxx-xxxx**, or write to:

x  
c/o JND Legal Administration  
P.O. Box x  
Seattle, WA 98111

Questions? Visit **www.x.com** or Call 1-**xxx-xxx-xxxx**

PLEASE DO NOT CONTACT THE COURT

Questions? Visit [www.x.com](http://www.x.com) or Call 1-xxx-xxx-xxxx

# **EXHIBIT H**

## **Filed Under Seal**

**EXHIBIT H**

# **EXHIBIT I**

## **Filed Under Seal**

**EXHIBIT I**

# **EXHIBIT J**

## **Filed Under Seal**

**EXHIBIT J**