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

JERRY W. RAY, on Behalf of Himself and Others Similarly Situated, Plaintiff, v. ADAPTHEALTH CORP., Defendant.	Case No: 1:22-cv-00898-TDS-JGM

PLAINTIFF'S UNOPPOSED MOTION FOR AN INCENTIVE AWARD

Plaintiff Jerry W. Ray, on behalf of himself and others similarly situated, pursuant to Section 6 of the Class Action Settlement Agreement[1] (Doc. 131) and the Court's Amended Order of Preliminary Approval of Class Action Settlement (Doc. 140), respectfully moves for an Incentive Award. Defendant does not oppose this motion. (*See* Doc. 131, p. 21 § 6.1.)

As explained in more detail in the accompanying brief, the Court should award Plaintiff a $100,000 Incentive Award because he has dedicated a significant amount of time and effort to this litigation over the last four years, at considerable personal expense, which resulted in a just $14,311,500 settlement with Defendant. For example, Plaintiff has spent at least 295 hours keeping meticulous records and regularly discussing them with Class Counsel, reviewing and providing feedback on each version of the complaint, each

[1] Capitalized terms not otherwise defined herein are defined in the Class Action Settlement Agreement.

substantive motion, and each expert report, and actively participating in discovery, strategy, and mediation. More important still, if Plaintiff had not brought Defendant's billing problems to Class Counsel's attention, this case would not have been filed, and the 464 Settlement Class A Members and the 142,539 Settlement Class C Members, who will receive $3,500 and $47, respectively, under the Settlement Agreement, would not have received any relief.

For these reasons, the Court should grant this motion and award Plaintiff a $100,000 Incentive Award.

In support of this motion, Mr. Ray is filing as Exhibit A hereto his declaration in support of his request for an incentive award. Further, in connection with Mr. Ray's request for an incentive award, the parties are filing as Exhibit B hereto a Joint Notice Concerning Agreement Made in Connection with Proposed Class Settlement, pursuant to Rule 23(e)(3) of the Federal Rules of Civil Procedure.

Respectfully submitted, this 12th day of November 2026.

KILPATRICK TOWNSEND & STOCKTON LLP

/s/ Chad D. Hansen
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Counsel for Plaintiff Jerry W. Ray and the Settlement Classes

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date I electronically filed the foregoing motion using CM/ECF, which will notify all counsel of record.

This 12th day of November 2026.

/s/ Chad D. Hansen
Chad D. Hansen

Counsel for Plaintiff Jerry W. Ray and the Settlement Classes

EXHIBIT A

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

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DECLARATION OF JERRY W. RAY IN SUPPORT OF HIS UNOPPOSED MOTION FOR AN INCENTIVE AWARD

I, Jerry W. Ray, hereby declare and state as follows:

1. I am over the age of 21 and am fully competent to testify about the facts set forth in this declaration, which are based upon my personal knowledge and experience.

2. I am the Named Plaintiff and Class Representative in the above referenced class action (the "Litigation").

3. I respectfully submit this Declaration in support of my application for the Incentive Award[1] described in the Class Action Settlement Agreement. (*See* Doc. 131, pp. 10 § 1.1.30, 21 § 6.1.)

My Background

4. I am 80 years old and have been a lifelong resident of North Carolina.

5. I am retired and live with my wife in Winston-Salem.

[1] Capitalized terms not otherwise defined herein are defined in the Class Action Settlement Agreement.

6. Before I retired, I owned and operated a small, commercial and residential painting company for many years, providing an important service to our community.

7. My wife and I now live on a fixed income, so unexpected expenses are incredibly stressful and can have a very significant, negative impact on us.

My Experience with AdaptHealth

8. Over five years ago, in January 2021, I was hospitalized with COVID-19 for ten days at Forsyth Medical Center. When I was discharged, my doctor prescribed supplemental oxygen to help with my recovery.

9. Defendant AdaptHealth Corp. delivered three oxygen tanks and a compressor (the "Equipment") to my home on or about January 20, 2021.

10. In early February 2021, when I no longer needed the Equipment, I contacted AdaptHealth and asked them to pick it up. AdaptHealth told me I would need to contact my doctor to start the return process, so I did. A few days later, AdaptHealth collected the Equipment from my home.

11. Later that month, AdaptHealth sent me a bill for $65.26, alleging that I owed $27.93 in current charges and $37.33 in previously billed charges. I assumed that those amounts were correct and paid the bill in full on March 1, 2021.[2]

12. I anticipated that my payment would be the last of my interactions with AdaptHealth.

13. But over the next 19 months, AdaptHealth continued to bill me for amounts that I did not owe and added late fees to my account when I did not pay.

[2] I later learned that AdaptHealth overbilled me and that I paid more than I owed.

14. All in all, between March 11, 2021, and October 26, 2022, AdaptHealth sent me at least 48 more bills for differing amounts that I did not owe.

15. Several of the bills I received were labeled "Seriously Past Due" or "Final Demand," and they stated that AdaptHealth might engage a collection agency or an attorney to pursue the alleged debt.

16. I disputed the incorrect bills with AdaptHealth, calling its 1-800 number at least three times and sending it at least seven letters.

17. AdaptHealth eventually referred the alleged debt to a collection agency, Simm Associates, Inc.

18. Simm sent me multiple collection notices on AdaptHealth's behalf.

19. I decided to hire an attorney. Even after I engaged counsel, AdaptHealth billed me for several more months.

20. I paid $126.07 in response to AdaptHealth's inaccurate bills, because I feared my credit score would be negatively impacted or I would be unable to obtain medical supplies and equipment in the future if I did not pay.

21. A more complete recitation of my billing experiences with AdaptHealth is truthfully and accurately set forth in the operative complaint in this matter, which is the Amended Class Action Complaint (Doc. 105).

My Role in the Litigation

22. Despite my age and health, I have been actively involved in the Litigation at every step.

23. I initially brought the problems I experienced with AdaptHealth's billing to Class Counsel's attention.

24. During the 19-month period in which AdaptHealth billed me for amounts I did not owe, I created and maintained a binder of meticulous records of each bill I received, my phone conversations with AdaptHealth's employees, and the letters that I sent to AdaptHealth. These records, which included copies of each of AdaptHealth's four form bills, in addition to my own personal knowledge and recollection, formed the basis of the original complaint.

25. Throughout the Litigation, I have painstakingly reviewed and/or provided feedback to Class Counsel on all substantive motions and briefs filed in this case, including those filed by AdaptHealth. I worked closely with Chad Hansen, among other Class Counsel, regularly and extensively throughout the Litigation.

26. I also reviewed and/or provided feedback or input to Class Counsel on every deposition transcript (approximately 360 pages), many draft discovery requests, AdaptHealth's discovery responses, and the key documents AdaptHealth produced.

27. After the original complaint was filed and discovery began, I became convinced that I was not the only person who had the type of billing issues with AdaptHealth that I had experienced. To protect the then-unknown number of people dealing with the same problems, I agreed to amend the complaint to pursue a class action, even though I knew that this would almost certainly delay my personal recovery.

28. To facilitate the identification of potential class members, I helped review AdaptHealth's numerous customer service complaints.

29. I contributed information to the Litigation outreach website set up by Class Counsel and gave a video testimonial to help generate awareness about the case and my experiences.

30. I assisted with selecting expert witnesses and reviewed each of their draft reports (approximately 60 pages) and some of their underlying data.

31. I participated in two rounds of hard-fought mediation with AdaptHealth, which lasted approximately 12 hours and ultimately resulted in a substantial settlement for thousands of people who dealt with similar issues to what I did.

32. I reviewed the Class Action Settlement Agreement and class notice documents and suggested changes that made the class notice documents easier for non-lawyers like me to understand.

33. During this Litigation, I have reviewed and/or provided feedback on, among other documents:

a. 7 complaints and related documents;

b. 8 answers or default-related documents;

c. 41 documents filed in connection with substantive motions;

d. 3 unabridged deposition transcripts; and

e. 24 settlement and notice related documents.

34. In total, I have reviewed nearly 3,000 pages of documents in connection with this case.

35. I have remained in constant communication with Class Counsel throughout this case, helping with strategy and settlement discussions, including at least 10 in-person meetings, dozens of phone calls, and more than 100 emails.

36. Based on the available records and my personal recollection, I estimate that I have spent at least 295 hours, and probably quite a few more, assisting with the Litigation.

37. Several times throughout the Litigation, I had opportunities to settle all of my claims against AdaptHealth and abandon my request for class-wide relief. I was unwilling to do so, because I was strongly convicted that people like my own parents and others I know who do not have access to lawyers or know how to get legal help should not experience the billing issues I experienced without a remedy.

38. My role in this case has taken a significant toll on my physical and mental health, causing me countless sleepless nights and many hours of worrying, stress, and anxiety.

39. Based on my considerable and indispensable contributions to the Litigation, I am seeking a $100,000 Incentive Award for serving as the Class Representative.

40. I originally brought this case as an individual action. Although I subsequently amended the claim to bring putative class claims, I have at all times maintained that AdaptHealth is liable to me for other North Carolina and federal statutory violations which were not pursued on a class basis. Via a separate Confidential Settlement Agreement and Release, Defendant and I agreed in April 2026 to settle my non-class claims. (*See* Joint Notice Concerning Agreement Made in Connection with

Proposed Class Settlement.) This separate settlement of my individual claims had no effect whatsoever on my evaluation of the Class Action Settlement Agreement.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on: November 12, 2026.

/s/
Jerry W. Ray

Named Plaintiff and Class Representative

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
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JOINT NOTICE CONCERNING AGREEMENT MADE IN CONNECTION WITH PROPOSED CLASS SETTLEMENT

In accordance with Rule 23(e)(3) of the Federal Rules of Civil Procedure, Plaintiff and Defendant jointly give notice of an agreement made in connection with the proposed class settlement in this case. In support thereof, the parties state as follows:

1. This case was originally brought as an individual action on behalf of Mr. Ray alone (Doc. 1; Doc. 8).

2. Although the complaint was subsequently amended to bring certain putative class claims under the North Carolina Debt Collection Act ("NCDCA") (the "Class Claims") (Doc. 50; Doc. 105), Mr. Ray has at all times maintained that AdaptHealth is liable to him for other North Carolina and federal statutory violations which were not pursued on a class basis, including but not limited to claims under the common law, the Fair Debt Collection Practices Act ("FDCPA"), the North Carolina Fair Debt Collection Practices Act ("NCFDCPA"), and the North Carolina Unfair and Deceptive Trade Practices Act ("NCUDTPA") (the "Individual Claims").

3. The parties agreed to settle the Class Claims on behalf of two putative classes—Class A, the "Billed After Date of Service Class" and Class C, the "Legal Action Class"—via the Class Action Settlement Agreement ("Class Settlement").

4. Via a separate Confidential Settlement Agreement and Release ("Individual Settlement"), AdaptHealth and Mr. Ray agreed in April 2026 to settle Mr. Ray's Individual Claims.

5. The Class Settlement constitutes the entire and only agreement between the two settlement classes and AdaptHealth.

6. Mr. Ray entered into the Individual Settlement in his personal capacity only and not as putative class representative.

7. The Individual Settlement does not bind the absent class members, and the absent class members do not release, forfeit, or otherwise waive the right to pursue any claim against AdaptHealth or any other person or entity because of the Individual Settlement.

8. The amount paid by AdaptHealth under the Individual Settlement will not be deducted from or otherwise reduce the amount of the Class Settlement.

9. The terms of the Individual Settlement do not alter or otherwise affect the terms of the Class Settlement.

Respectfully submitted, this 12th day of November 2026.

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