

1ST JUDICIAL DISTRICT
PARISH OF CADDO
STATE OF LOUISIANA

TINA ELLIS, OLIVIA LEWIS, BILLY SMITH, CORINA GONZALEZ, LAKEYSHIA BROWN, ALAN KAUFMAN, BELINDA HARRIS, YOLANDA JACKSON, and STEVE BAMBURG, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CARTER CREDIT UNION D/B/A CARTER FEDERAL CREDIT UNION,

Defendant.

NUMBER: 662980-C

072720265CCAN000000192

**AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Before the Court are Billy Smith, Corina Gonzalez, Lakeyshia Brown, Alan Kaufman, Belinda Harris, Steve Bamburg, Yolanda Jackson, Olivia Lewis, and Tina Ellis's (collectively "Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Carter Credit Union d/b/a Carter Federal Credit Union ("Carter," "Defendant," and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached as Exhibit 1 to the Motion (the "Settlement Agreement").¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement

provides for a Settlement Class defined as follows:

All persons whose PII was compromised because of the Data Incident experienced by Defendant beginning on or about June 25, 2025.

Specifically excluded from the Settlement Class are:

(1) any entity in which Carter has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Carter. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

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Caddo Parish
Filed Jul 17, 2026 8:10 AM
Sandy Rothell
Deputy Clerk of Court
E-File Received Jul 16, 2026 5:09 PM
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¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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Pursuant to La. C.C.P. Art. 592 and 594, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all the requirements of Art. 591(A) and the requirements of Art. 591(B). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives has no interests antagonistic to or in conflict with the Settlement Class; (e) the Settlement Class is defined objectively in terms of ascertainable criteria, such that the Court may determine the constituency of the Class for purposes of the conclusiveness of any judgment that may be rendered in this Litigation; (f) questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members and a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation; and (g) the Class Representatives have retained experienced and competent counsel who will adequately represent the interests of the Settlement Class Members.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Billy Smith, Corina Gonzalez, Lakeyshia Brown, Alan Kaufman, Belinda Harris, Steve Bamburg, Yolanda Jackson, Olivia Lewis, and Tina Ellis will likely satisfy the requirements of Art. 591(A)(4) and should be appointed as the Class Representatives. Additionally, the Court finds that Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP, Mariya Weekes of Milberg, PLLC, and A. Brooke Murphy of the Murphy Law Firm, will likely satisfy the requirements of Art. 591(A)(4) and should be appointed as Class Counsel pursuant to Art. 591(A)(4).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their

claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members by the Settlement, and all of the other factors required by Art. 591(A) and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to Article V, § 16(A) of the Louisiana Constitution and La. R.S. 13:477 and personal jurisdiction over the parties before it pursuant to La. R.S. 13:3201. Additionally, venue is proper in this District pursuant to La. C.C.P. Art. 42 and 593.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on November 30, 2026, at the 1st Judicial District Parish of Caddo in the State of Louisiana, 501 Texas St., Shreveport, LA 71101 [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to La. C.C.P. Art. 592; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to La. C.C.P. Art. 594; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for a Service Award should be approved.

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

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

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8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice Program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including La. C.C.P. Art. 592; and (e) meet the requirements of the Due Process Clause(s) of the United States and Louisiana Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated post office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days after the Notice Deadline as stated in the Notice.

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

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Deadline and as stated in the Notice. The Long Form Notice shall instruct Settlement Class Members who wish to object to the

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Settlement Agreement to file their objections with the Court and to mail copies to the Settlement Administrator. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to appear at the Final Approval Hearing; and (6) the objector’s wet signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in Paragraph 75 of the Settlement Agreement shall be the exclusive means for all challenges to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Uniform Rules of Louisiana Courts of Appeal and not through a collateral attack.

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

The Settlement Administrator will be responsible for effectuating the Claims Process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the

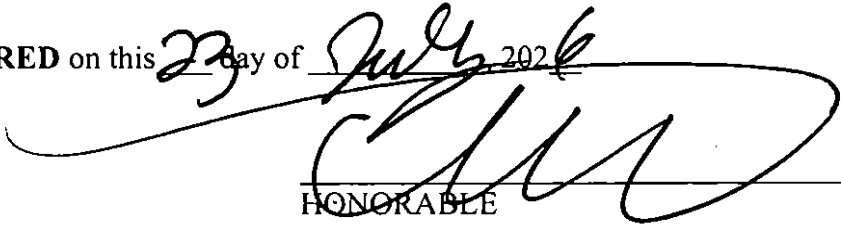
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Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

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

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

Event	Deadline
Defendant Provides Class Member Information To Settlement Administrator	Within 14 Days Of Entry Of Preliminary Approval Order
Deadline For Settlement Administrator To Begin Sending Short Form Notice (By First Class USPS Mail) Or Email, If It Is Known To Defendant	Within Thirty (30) Days Of Entry Of Preliminary Approval Order (the "Notice Deadline")
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Date Deadlines
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	November 30, 2026 9:30 a.m. No Earlier Than 100 Days After Entry Of Preliminary Approval Order

DONE AND ORDERED on this 23 day of July, 2026

HONORABLE

JUDGE MICHAEL A. PITMAN

ELLZEY
KHERKHER
SANFORD
MONTGOMERY_{LLP}

JARRETT ELLZEY
TOM KHERKHER
JOSH SANFORD
LEIGH MONTGOMERY
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July 16, 2026

Judge Michael A. Pitman
501 Texas Street, Suite 404
Shreveport, LA 71101

Re: Number 662980, Division C; *Tina Ellis et al. v Carter Credit Union D/B/A
Carter Federal Credit Union*; 1st Judicial District, Caddo Parish, Louisiana

Dear Judge Pitman,

Please find enclosed with this letter the Amended Proposed Order for the Preliminary Approval of Class Action Settlement. The previous Order was signed on May 28, 2026. Class Settlement Counsel needed to add in the date for the Final Approval Hearing prior to execution of the Order. The amended order has the date of the Final Approval Hearing, November 30, 2026 at 9:30 a.m. inserted. The hearing date was confirmed previously with Anita.

We respectfully request the Court execute the amended order accordingly, so we may forward same to the Class Administrator for timely notice administration.

Many Regards,

/s/ Leigh S. Montgomery
Leigh S. Montgomery

Caddo Parish
Filed Jul 17, 2026 8:10 AM
Sandy Rothell
Deputy Clerk of Court
E-File Received Jul 16, 2026 5:09 PM

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