

<p><b>COLLEEN CHAPPLE and RICH ANDREWS, individually and on behalf of all others similarly situated,</b></p> <p style="text-align: center;"><b>Plaintiff,</b></p> <p style="text-align: center;">v.</p> <p><b>CROSS VALLEY FEDERAL CREDIT UNION,</b></p> <p style="text-align: center;"><b>Defendant.</b></p>	<p style="text-align: center;"><b>IN THE COURT OF COMMON PLEAS</b></p> <p style="text-align: center;"><b>OF LUZERNE COUNTY</b></p> <p style="text-align: center;"><b>CIVIL ACTION LAW</b></p> <p style="text-align: right;"><b>2025-03497</b></p>
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**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached to Plaintiffs' Motion (the "Settlement Agreement").<sup>1</sup> 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 individuals whose Private Information was potentially accessible in the December 2024 Data Incident, including those who were notified that their Private Information was potentially accessible in the Data Incident.

Excluded from the Settlement Class are: (i) Defendant's officers and directors; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Action; (iv) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads nolo contendere to any such charge.

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<sup>1</sup> All capitalized terms herein have the same meaning as set forth in the Settlement Agreement unless otherwise specified.

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Defendant represents that the Settlement Class comprises approximately 17,826 individuals.

Pursuant to 231 Pa. Code 1700 *et seq.* the Court finds that giving notice of the Settlement is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court finds also that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of the Pennsylvania Code.

Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims and defenses of the Settlement Class Representatives are typical of the claims and defenses of the Settlement Class; (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class under the criteria set forth in 231 Pa. Code Sec. 1709; (e) a class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in 231 Pa. Code Sec. 1708.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Colleen Chapple and Rich Andrews should be appointed as Settlement Class Representatives. Additionally, the Court finds that Gerald D. Wells, III of Lynch Carpenter LLC and Gary M. Klinger of Milberg, PLLC should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of 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 stage of the proceedings at which the Settlement was reached and the informal discovery that was conducted, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to Pa. Cons. Art. 5 sec. 5 and 42 Pa. C.S.A. Sec. 931, and personal jurisdiction pursuant to 42 Pa. C.S.A. Sec. 5301. Additionally, venue is proper in this District pursuant to Pa. R. Civ. P. 2179(a).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on 8/13/26, 2026, at 720. 843. 2662 Access 4648828. [via telephone ~~or videoconference or in-person~~] at 9:30 am to determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes; (b) the Settlement should be approved as fair, reasonable and adequate, and be finally approved; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for a Service Award should be approved.

6. **Claims Administrator.** The Court appoints Simpluris, Inc. ("Simpluris") as the Claims Administrator, with responsibility for class notice and claims administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims

Administrator's fees will be paid by or on behalf of Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice plan set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made with approval by the parties but without further order of the Court.

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 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 Action, 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; and (e) the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

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

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written opt-out Exclusion Request to the Claims Administrator at the address and in the manner provided in the Notice. Such opt-out Exclusion Requests must meet the Opt-Out Date established by this Order and stated in the Notice.

An opt-out exclusion request must state that the Settlement Class Member wants to be excluded from the Settlement in *Chapple v. Cross Valley Federal Credit Union*, and must include the Class Member's name, address, telephone number and unique identifier of the Class Member seeking exclusion, identify any lawyer representing the Class Member seeking to opt out, be physically signed by the person seeking exclusion and must contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Chapple v. Cross Valley Federal Credit Union*.'" An opt-out exclusion request that does not include the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not postmarked within the specified time shall be invalid and the Settlement Class Member serving such a request shall, if the Final Judgment and Order of Dismissal is entered, be considered a Settlement Class Member and shall be bound by any judgment entered herein with respect to the Settlement Class.

If the Final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written opt-out exclusion request from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Action, including but not limited to the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely opt-out exclusion requests shall not be entitled to receive any benefits from the Settlement.

10. **Objections and Appearances.** Any Settlement Class Member may object to the Settlement, Settlement Class Counsel's request for Attorneys' Fees, Costs, and Expenses, or the request for the Service Award payment to the Settlement Class Representatives; provided, however, that no Settlement Class Member shall be heard or entitled to contest such matters, unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider by the Objection Date as

provided in the Notice. For the objection to be considered by the Court, the objection must be in writing and must state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. All objections must be submitted to Class Counsel and Counsel for the Defendant at the addresses identified on the Long Notice.

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this Action, including but not limited to the release set forth in the Final Judgment and Order of Dismissal if entered.

11. **Claims Process.**

Settlement Class Counsel and Counsel for Cross Valley Federal Credit Union have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form

or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Claims 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 Notices and the Claim Form. If the Final Judgment and Order of Dismissal 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 Judgment and Order of Dismissal, including the release.

12. **Termination of Settlement.** This 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 immediately before the Court entered this Order, if: (a) the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (b) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if the Final Judgment and Order of Dismissal is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, finding, or declaration by or against Cross Valley Federal Credit Union of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement 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 Action or in any other lawsuit.

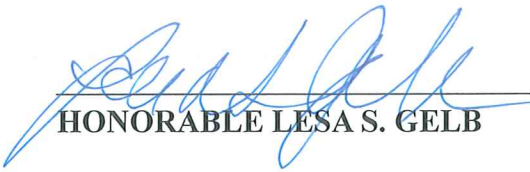
14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Action/Enjoining of Actions.** All proceedings in the Action, 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.

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

<b>Event</b>	<b>Date</b>
Notice Commencement Date	25 days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees, Reimbursement of Costs and Expenses, and Service Awards to be Filed by Class Counsel	At least 14 days before the Opt-Out/Objection Deadline
Deadline for requests for Exclusion (Opt-Out) or Objections	60 days after the Notice Commencement Date
Deadline for Claims	60 days after the Notice Commencement Date
Motion for Final Approval to be Filed by Class Counsel	14 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 100 days after the entry of the Preliminary Approval Order

**DONE AND ORDERED** in on this 24<sup>th</sup> day of April, 2026.



HONORABLE LESA S. GELB