

APR 29, 2026 03:48 PM

*Heather Banks McNeal*  
Heather Banks McNeal, Clerk  
Bulloch County, Georgia

**IN THE SUPERIOR COURT OF BULLOCH COUNTY  
STATE OF GEORGIA**

<p>KASANDRA HUNLEY, individually, and on behalf of all others similarly situated,</p> <p>Plaintiff,</p> <p>v.</p> <p>PINELAND COMMUNITY SERVICE BOARD,</p> <p>Defendant.</p>	<p>Civil Action No. SUCV2025000251</p>
<p>PHILLIP GREEN, on behalf of himself and all others similarly situated,</p> <p>Plaintiff,</p> <p>v.</p> <p>PINELAND COMMUNITY SERVICE BOARD d/b/a PINELAND BEHAVIORAL DEVELOPMENTAL DISABILITIES,</p> <p>Defendant.</p>	<p>Civil Action No. SUCV2025000254</p>

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT**

This matter came before the Court on *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement Agreement*. Plaintiffs Kassandra Hunley and Phillip Green ("Plaintiffs" or "Representative Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant Pineland Community Service Board d/b/a Pineland Behavioral Developmental Disabilities ("Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned Litigation.

On or about January 20, 2025, Defendant was the victim of a cyberattack (hereinafter, the "Data Incident") in which an unauthorized actor accessed Defendant's computer network, which resulted in potential access to files containing individuals' personally identifiable

information ("Private Information").

Plaintiffs are the named plaintiffs in the Litigation against Defendant arising from the Data Incident: *Kassandra Hunley, individually, and on behalf of all others similarly situated v. Pineland Community Service Board*, Civil Action Number SUCV2025000251, and *Phillip Green v. Pineland Community Service Board d/b/a Pineland Behavioral Developmental Disabilities*, Civil Action Number SUCV2025000254. *Hunley* was filed in this Court on September 12, 2025, and *Green* was filed in this Court on September 19, 2025. Both cases purport to represent a Settlement Class consisting of all persons whose Private Information was accessed and/or acquired during the Data Incident.

The Complaints assert numerous causes of action, all of which allegedly arise from the Data Incident. Following five months of exchanging informal discovery, calls, meetings, and arm's length negotiations, a confidential settlement term sheet was prepared. The Settlement Agreement is the result of the settlement negotiations.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and for good cause shown, it is hereby ordered that *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement Agreement* is granted as set forth herein.<sup>1</sup>

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

For settlement purposes only and pursuant to Georgia Code Section 9-11-23, the Court provisionally certifies a Settlement Class in this matter defined as follows:

all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.

The Settlement Class includes approximately 22,787 individuals and specifically excludes: (i) Pineland and its officers and directors; (ii) all Settlement Class Members who

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity pertaining to the Data Breach or who pleads *nolo contendere* to any such charge.

Pursuant to O.C.G.A. 9-11-23(a), the Court provisionally finds, for settlement purposes only, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact common to the Settlement Class; (iii) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; and (iv) the Representative Plaintiffs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Representative Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class.

Pursuant to O.C.G.A. 9-11-23(b), the Court finds, for settlement purposes only, that (i) the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Settlement Class and would establish incompatible standards of conduct for Defendant; and (ii) questions of law or fact common to Settlement Class Members predominate over questions affecting only individual members and a class action is superior to other methods available for a fair and efficient resolution of this controversy.

**2. Representative Plaintiffs and Settlement Class Counsel.**

Kassandra Hunley and Phillip Green are hereby provisionally designated and appointed as the Representative Plaintiffs. Pursuant to O.C.G.A. 9-11-23(a)(4), the Court provisionally finds that the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement

Class. The Court also provisionally finds for purpose of settlement that the Representative Plaintiffs are similarly situated to absent Settlement Class Members and are therefore typical of the Class.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Andrew J. Conn of Conn Law, LLC, Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., and Grayson Wells of Stranch, Jennings & Garvey PLLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and, accordingly, is approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Bulloch County, Georgia, and Defendant conducts substantial business throughout Bulloch County, Georgia.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on [DATE at least 120 days after entry of preliminary approval order] in the Superior Court of Bulloch County, State of Georgia, 20 Siebald Street, Statesboro, Georgia 30458, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to O.C.G.A. § 9-11-23; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11-23(e); (c) the Litigation 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 motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of Representative Plaintiffs for a Service Award (the "Service Award Request") should be

approved. Plaintiffs' Fee and Service Award Request shall be filed with the Court at least **fourteen (14) days prior to the Opt-Out and Objection Deadlines**. By no later than **thirty (30) days prior to the Final Approval Hearing**, Plaintiffs shall file their motion in support of final approval of the Settlement.

**6. Administration.** The Court appoints CPT Group as the Settlement Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement shall be paid out of the Settlement Fund to be established and paid into by Defendant, in accordance with the Settlement Agreement.

**7. Notice to the Class.** The proposed Notice Plan set forth in the Settlement Agreement, and the Claim Form, Summary Notice, and Long Notice attached to the Settlement Agreement as Exhibits A, B, and C, satisfy the requirements of O.C.G.A. § 9-11-23(c)(2) and (e), provide the best Notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

Within **35 days from the date of this Order** (the "Notice Deadline"), the Settlement Administrator shall complete the Notice Plan in the manner set forth in Section 4 of the Settlement Agreement.

**8. Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving Notice to the Settlement Class as described in this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated 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; and the Court concludes that the Notice Plan meets all applicable requirements of law, including O.C.G.A. 9-11-23(c)(2) and (e), and the Due Process Clause 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.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **sixty (60) days from the date of this Order** (the “Opt-Out Date”). The written notification must include the individual’s full name, address, and telephone number; an unequivocal statement that he or she wants to be excluded from the Settlement Class; and the original signature of the individual or a person previously authorized by law to act on behalf of the individual with respect to the claims asserted here.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications and a final list of all who have timely and validly excluded themselves from the Settlement Class within **seven (7) days after the Opt-Out Date.**

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member – including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims or transactions released in the Settlement Agreement –

who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

**10. Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Fee Request, or the Service Award Request. To do so, the objection must, as specified in the Notice, be filed with the Court by the Objection Date, and mailed first-class postage prepaid to Settlement Class Counsel and Defendant's Counsel at the addresses listed in the Notice, postmarked by no later than the Objection Date. For an objection to be considered by the Court, the objection must include all of the information set forth in section 6.1 of the Settlement Agreement, which is as follows:

- (a) the objector's full name, address, telephone number, and e-mail address (if any);
- (b) 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 notice, copy of original notice of the Data Incident);
- (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes is applicable;
- (d) the identity of all counsel representing the objector;
- (e) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- (f) the objector's signature and, if applicable, the signature of the objector's duly authorized attorney or other duly authorized representative (along with

documentation setting forth such representation); and

- (g) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Any Settlement Class Member who fails to comply with the provisions of Paragraph 6.1 of the Agreement may waive and forfeit any and all rights he or she may have to object, and shall be bound by all of the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must file a notice of appearance with the Court (and serve it on Settlement Class Counsel and Defendant's Counsel) by the Objection Date. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object

in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

11. **Claims Process and Distribution and Allocation Plan.** The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration and for providing credit monitoring services and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement should the Settlement be finally approved.

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 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 Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

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 as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. 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 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, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiffs or any other Settlement Class Member that their claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

**14. Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

**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 website maintained by the Settlement Administrator.

**16. Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

**Notice Completion Deadline (“Notice Date”):** 35 Days after Preliminary Approval Order

**Motion for Service Awards, Attorneys’ Fees and Costs:** 14 Days prior to the Objection Deadline and Opt-Out Deadlines

**Opt-Out Deadline:** 60 Days from the Notice Completion Deadline

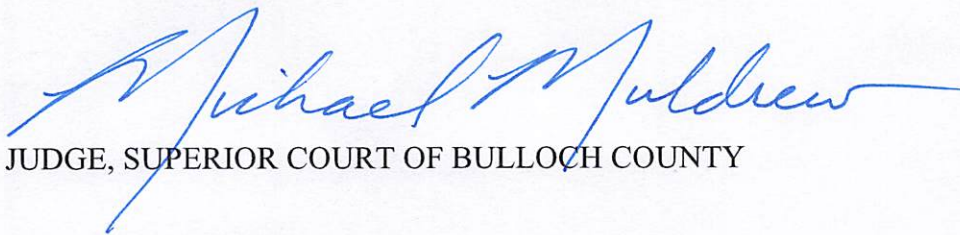
**Objection Deadline:** 60 Days from the Notice Completion Deadline

**Motion for Final Approval:** 30 Days prior to the Final Approval Hearing

**Claims Deadline:** 90 Days after Notice Completion Deadline

**Final Approval Hearing:** [DATE at least 120 days after Preliminary Approval Order]

IT IS SO ORDERED this 29 day of April 2026.

  
JUDGE, SUPERIOR COURT OF BULLOCH COUNTY

**Presented By:**

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