



AlaFile E-Notice

11-CV-2025-900178.00

Judge: LOWELL DUSTIN MERRITT

To: HIRSCH JONATHAN RAYMOND
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

GENIE PEMBROOK V. AOD FEDERAL CREDIT UNION
11-CV-2025-900178.00

The following matter was FILED on 4/30/2026 11:08:11 AM

Notice Date: 4/30/2026 11:08:11 AM

KIM MCCARSON
CIRCUIT COURT CLERK
CALHOUN COUNTY, ALABAMA
25 WEST 11TH STREET
ANNISTON, AL, 36201

256-231-1750

Preliminary Approval as Exhibit A, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over (a) the claims at issue in the lawsuits, (b) Plaintiffs Genie Pembroke, Judy Young, Nadja Britt, Julia Bullock, Diane Hollingsworth, and Gary Hollingsworth, individually and on behalf of all others similarly situated (“Plaintiffs” or “Settlement Class”), and (c) Defendant AOD Federal Credit Union (“Defendant” or “AOD” and together with Plaintiffs, the “Parties”).

3. This Order is based on Alabama Rule of Civil Procedure 23 (“Rule 23”).

4. The Court finds that the Parties’ Settlement as set forth in Exhibit A to Plaintiffs’ Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm’s-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members, pursuant to Rule 23.

PROCEDURAL HISTORY

5. This is a putative class action brought by Plaintiffs, individually and on behalf of all others similarly situated, arising out of an unauthorized third-party access of Defendant’s computer network between August 8, 2024, and August 9, 2024 (the “Data Breach”). AOD conducted an investigation which determined that the unauthorized third party had accessed data containing Plaintiffs’ and approximately 70,000 Class Members’ personal identifying information, consisting of some combination of the following information: first and last names, Social Security Numbers, dates of birth, bank/financial account numbers, routing numbers, credit and/or debit card numbers, driver’s license/government ID numbers, clinical or treatment

information, health insurance member IDs and/or group numbers, and Taxpayer Identification Numbers (“Private Information”).

6. On or about March 27, 2025, AOD Defendant began notifying the impacted individuals that their Private Information may have been impacted in the Data Breach.

7. Beginning on April 1, 2025, seven (7) putative class action complaints were filed against AOD stemming from the Data Breach. On June 30, 2025, the Court granted Plaintiffs’ Motion to Consolidate and Appoint Interim Co-Lead Class Counsel. On August 14, 2025, Plaintiffs filed a Consolidated Class Action Complaint (“Consolidated Complaint”), seeking to represent all individuals potentially impacted by and harmed as a result of the Data Breach. Shortly thereafter, the Parties began exploring early resolution.

8. After exchanging informal discovery to confirm the foundational facts of the case, the parties worked at arms’ length to negotiate a settlement over the course of numerous phone calls, and emails.

9. After the parties ultimately reached an agreement in principle on all material terms of substantive relief for the settlement class, they began negotiating the amount of attorneys’ fees and costs that Defendant would pay to Class Counsel (subject to Court approval) and the amount of service awards Defendant would pay to the Class Representatives (also subject to Court approval). At all times, the issue of attorneys’ fees, costs, and class representative service awards was negotiated separately from the settlement relief to class members. Like the other negotiations, these negotiations were conducted at arm’s length.

10. Following negotiations, the parties ultimately reached an agreement in principle on all issues related to the settlement and began drafting, exchanging, and editing the detailed Settlement Agreement, including its accompanying exhibits, notices, and claim forms. Plaintiffs’

counsel obtained bids from multiple claims administrators, and ultimately selected a qualified and cost-effective company after an extensive bidding process. The Settlement Agreement resulted from hard fought and adversarial negotiations. The time and effort spent by all parties to this litigation demonstrate the rigor, intensity, and thoroughness of their efforts, as well as the parties' commitment to working constructively toward a resolution. The proposed settlement addresses the reasonable objectives of the litigation. The exchange of information throughout the settlement process allowed the parties to sufficiently understand the relative strengths and weaknesses of their positions when fashioning the proposed settlement.

SETTLEMENT BENEFITS

11. The Settlement negotiated on behalf of the Class will provide direct monetary relief to Settlement Class Members (approximately 70,000 individuals) in the form of a \$750,000.00 non-reversionary common fund that will provide each claimant with (1) either a pro rata cash payment (estimated to total \$75) or reimbursement for actual out-of-pocket losses up to \$5,000 per person, and (2) two years of credit monitoring services. The common fund will also be used to pay for the costs of notice and settlement administration and Plaintiffs' service awards and attorneys' fees and costs awarded by the Court.

CLASS CERTIFICATION

12. For purposes of settlement only, and pursuant to Rule 23, the Court provisionally certifies the class, defined as follows:

all individuals whose Private Information may have been compromised in the Data Breach.

13. The Settlement Class specifically excludes: (1) all persons who are directors, officers, members and agents of Defendant, or its respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (2) governmental

entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (4) all Settlement Class Members who timely opt-out of the Settlement Class; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

14. The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Plaintiffs' claims are typical of the claims of the Settlement Class; (d) the Plaintiffs will fairly and adequately protect the interests of the Settlement Class; (e) the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members; and (f) that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Alabama Rules of Civil Procedure 23(a)(1)-(4), (b)(3).

SETTLEMENT CLASS REPRESENTATIVES AND CLASS COUNSEL

15. Genie Pembroke, Judy Young, Nadja Britt, Julia Bullock, Diane Hollingsworth, and Gary Hollingsworth are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, will be adequate Class Representatives.

16. The Court finds that Pittman, Dutton, Hellums, Bradley & Mann, P.C., Milberg PLLC, and Stranch, Jennings & Garvey, PLLC, are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

NOTICE TO SETTLEMENT CLASS

17. No later than thirty (30) days after entry of the Preliminary Approval Order (the “Notice Commencement Date”), Notice shall be provided to Settlement Class Members via postcard mail to the postal address used for providing notice to the Settlement Class Members by AOD. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of Postcard Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Claims Administrator will also provide copies of the forms of Postcard Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request of Settlement Class Members.

18. Prior to any dissemination of the Postcard Notice and prior to the Notice Commencement Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Complaint in the Action, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Claims Administrator directly. The Settlement Website shall further allow for submission of Requests of Exclusion electronically through the Settlement Website.

19. The Postcard Notice, Long Notice, and Claim Form, attached as Exhibits 1-3, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy state statutory requirements and due process under Alabama Rule of Civil Procedure 23(c)(2), the United States Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing the Settlement Class Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

20. The Notice Program set forth in the Settlement Agreement and described herein satisfies the requirements Alabama Rule of Civil Procedure 23(c)(2), provides the best notice practicable under the circumstances, and is hereby approved.

21. The Claims Administrator is directed to carry out Notice as set forth in the Settlement Agreement.

22. Settlement Class Members who seek to be excluded from the Settlement Class shall individually sign and timely submit written notice of such intent electronically through the Settlement Website or to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest the intent to be excluded from the Settlement Class. To be effective, written notice must be electronically submitted or mailed with the postmark dated no later than 30 days before the initial scheduled Final Approval Hearing. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set

forth in the Settlement Agreement, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not timely request to be excluded from the Settlement Class in the manner set forth in the Settlement Agreement shall be bound by the terms of the Settlement Agreement and Final Approval Order and Judgment entered thereon.

23. In the event that the Court does not issue Final Approval or the Effective Date does not occur, the Settling 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 Settling Party or Settling Party's counsel, and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and 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*.

24. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) the case name and number: *In Re AOD Federal Credit Union Data Breach Litigation (Case No. 11-CV-2025-900178)*; (c) documentation sufficient to establish membership in the Settlement Class, such as a copy of Postcard Notice the objector received; (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling

upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (g) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector and/or the objector's counsel (if any) intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient).

25. The Notice will further inform Settlement Class Members that, to be considered timely and valid, they must file the objection with the Court, and send it by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

26. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than thirty (30) days before the initial scheduled Final Approval Hearing and served concurrently therewith upon by mail (postmarked no later than thirty (30) days before the initial scheduled Final Approval Hearing) to Class Counsel (Attn: Jonathan S. Mann, Pittman, Dutton, Hellums, Bradley & Mann, P.C., 2001 Park Place North, Suite 1100, Birmingham, AL 35203; Attn: Mariya Weekes, Milberg PLLC, 333 S.E. 2nd Ave.,

Suite 2000, Miami, FL 33131; and Attn: J. Gerard Stranch, IV, Stranch, Jennings & Garvey, PLLC, 223 Rosa Parks Ave., Suite 200); and counsel for Defendant (Attn: Josh Becker, Shook, Hardy & Bacon, L.L.P., 1230 Peachtree Street NE, Suite 1200, Atlanta, GA 30309).

27. Any Settlement Class Member who does not make their objections to the Settlement in the manner and by the date set forth herein shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or 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 exclusive means for any challenge to the Settlement Agreement shall be through the provisions stated herein and set forth in the Settlement Agreement.

28. Without limiting the foregoing, any challenge to the Settlement Agreement, this Preliminary Approval Order, the Final Approval Order, and Final Judgment shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

29. The Claims Administrator shall calculate and administer the claims submitted by Settlement Class Members in accordance with the terms of the Settlement Agreement. Class Counsel and Counsel for Defendant shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator shall determine the validity or invalidity of any such claims and such determination shall be binding, subject to the dispute resolution process set forth in the Settlement Agreement.

30. The Court appoints Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator.

31. The Court directs that the Settlement Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

32. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

33. If the Final Approval Order and Final Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement and will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, including the Releases contained therein and the Final Approval Order and Judgment.

34. Prior to the Final Approval Hearing, Class Counsel and AOD shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to the Notice provided to the Settlement Class Members.

FINAL APPROVAL HEARING

35. A Final Approval Hearing shall be held not less than 120 days following the entry of this Order, *to wit*, on September 16, 2026 at 1:30 P.M., at the Circuit Court of Calhoun County, Alabama, or as otherwise directed by the Court, to be noticed on the Settlement Website.

36. The Court may require or allow the Parties and any objectors to appear at the

Final Approval Hearing either in person or by telephone or videoconference.

37. At the Final Approval Hearing, the Court will determine whether: (1) this Action should be finally certified as a class action for settlement purposes pursuant to Alabama Rules of Civil Procedure 23(a)(1)-(4), (b)(3) & (c)(1); (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class Counsel's application for Attorneys' Fee Award and Costs should be approved; (6) the Class Representatives' requests for Service Awards should be approved; and (7) the Parties, their respective attorneys, and the Settlement Administrator should consummate the Settlement in accordance with the terms of the Settlement Agreement.

38. Class Counsel shall file a motion for an Attorneys' Fee Award and Costs and Class Representatives' requests for Service Awards no later than 45 days before the initial scheduled Final Approval Hearing.

39. Class Counsel shall file a motion for Final Approval and Final Judgment of the Settlement no later than 45 days before the initial scheduled Final Approval Hearing.

RELEASE

40. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns (collectively, the "Releasing Parties") shall be deemed to have released, acquitted, and forever discharged any and all Released Claims they have or may have, whether known or unknown, against Defendant and each of its past, present,

and future heirs, assigns, associates, corporations, investors, owners, direct and indirect parents, direct and indirect subsidiaries, joint ventures, affiliates, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant; and (b) Defendant and each of its past, present, and future insurers, reinsurers, excess insurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, advisors, assigns, representatives, and attorneys, and all their respective predecessors, successors, managers, administrators, executors, and trustees (collectively, "Released Parties"). It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

TERMINATION

41. In the event that the Effective Date does not occur, class certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

42. In the event the Settlement is terminated, the Parties to the Settlement Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of the Settlement Agreement, and, except as otherwise expressly provided in the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Settlement Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

SUMMARY OF DEADLINES

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

- **Notice Commencement Date**

- o No later than 30 days after the Court's entry of the Preliminary Approval Order

- **Deadline for Plaintiffs to File Motion for Attorneys' Fees, Expenses and Service Awards for Class Representatives**

- o No later than 45 days before the initial scheduled Final Approval Hearing

- **Deadline for Class Members to Opt-Out of Settlement**

- o 30 days before the initial scheduled Final Approval Hearing

- **Deadline for Class Members to Object to Settlement**

- o 30 days before the initial scheduled Final Approval Hearing

- **Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief and other Settlement Benefits**

- o 15 days before the initial scheduled Final Approval Hearing

- **Deadline for Plaintiffs to File Motion for Final Approval and Judgment**

- o No later than 45 days before the initial scheduled Final Approval Hearing

- **Final Approval Hearing**

- o September 16, 2026 at 1:30 P.M.

44. Upon application of the Parties and for good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further detail regarding extensions of these deadlines. The Court

reserves the right to adjourn or continue the Final Approval Hearing and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

DONE this 30th day of April, 2026.

/s/ LOWELL DUSTIN MERRITT
CIRCUIT JUDGE
