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U.S. DISTRICT COURT
N.D. OF ALABAMA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION

DOUGLAS GIBSON, on behalf of himself individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	
v.	)	**7:24-cv-00095-EGL**
WARRIOR MET COAL, INC.,	)	
Defendant.	)	

ORDER[1]

Before the Court is the Plaintiff's Amended Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. 46). Having considered the motion, the supporting brief, the Amended Settlement Agreement (Doc. 47) and its exhibits (the "Settlement Agreement"), the declarations of Gary M. Klinger and Andrea Dudinsky, and the record in this case, the Court finds that it will likely be able to approve the proposed settlement under Rule 23(e)(2) and to certify the proposed class for purposes of judgment on the proposal. *See* FED. R. CIV. P. 23(e)(1)(B). The Motion is **GRANTED** to the extent set out below.

[1] Unless otherwise defined herein, all terms that are capitalized shall have the meanings ascribed to them in the Settlement Agreement. Doc. 46-2 at 12-16.

BACKGROUND

1. Warrior discovered in or about July 2023 that an unauthorized third party may have accessed its network and acquired personally identifiable information ("PII") belonging to the Plaintiff and others (the "Data Incident"). Doc. 46-2 at 10. Beginning on or about December 12, 2023, Warrior sent notice of the Data Incident to approximately 20,939 individuals. *Id.*

2. Plaintiff filed this putative class action on January 26, 2024, asserting claims for negligence, negligence per se, breach of implied contract, invasion of privacy, and unjust enrichment. Doc. 1. On October 3, 2024, the Court dismissed the invasion of privacy claim and otherwise denied Warrior's motion to dismiss. Doc. 24. Warrior answered, and the parties exchanged written discovery. Doc. 46-2 at 11; Doc. 28.

3. While discovery was underway, the parties exchanged informal discovery concerning the Data Incident, the scope of the information affected, and the size and identifiability of the class, and then negotiated over several months before reaching agreement. Doc. 46-2 at 11. The parties represent that they did not discuss attorneys' fees, costs, or a service award until after the substantive terms of relief were settled. *Id.* at 26.

4. The Settlement Agreement provides claims-made relief paid by Warrior separate and apart from any award of fees, costs, or administration expenses: (a) compensation for lost time at $15.00 per hour for up to four hours, on an attested

description without further documentation; (b) reimbursement of documented ordinary out-of-pocket losses up to $250.00; (c) reimbursement of documented, unreimbursed actual monetary losses up to $2,500.00, subject to causation and mitigation requirements; (d) in the alternative to (a) through (c), a flat payment of $25.00; and (e) one year of three-bureau identity-theft protection and credit monitoring, available whether or not a class member claims monetary relief. *Id.* at 17-19. Combined recovery under (a) through (c) is capped at $2,500.00 per class member. *Id.* Warrior has also agreed to implement information-security enhancements it estimates will cost at least $120,000. *Id.* at 21.

5. Warrior will separately pay all notice and claims-administration costs, and has agreed not to oppose an application for attorneys' fees, costs, and expenses up to $225,000.00 and a service award of $5,000.00 to Plaintiff. *Id.* at 26-27. Neither payment reduces the relief available to the class, and the Settlement Agreement provides that the Court's disposition of those applications is not a condition of the settlement. *Id.*

6. Kroll Settlement Administration, LLC will administer notice and claims. Kroll projects that direct mail notice, supplemented by email where addresses are known, will reach roughly 90% of the class. *Id.* at 68.

JURISDICTION

7. The Court has subject-matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The Proposed Settlement Class comprises approximately 20,939 members; at least one member is a citizen of a State different from Warrior; and the amount in controversy exceeds $5,000,000, exclusive of interest and costs. Doc. 1 at 5. The Court has personal jurisdiction over Plaintiff, who invoked this forum, and over Warrior, which has appeared and defended this action without contesting it. The Court likewise has authority to bind absent Settlement Class Members, who will receive the best notice practicable under the circumstances and an opportunity to request exclusion. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985).

CERTIFICATION

8. For settlement purposes only, the Court **CERTIFIES** the following class under Rule 23(a) and Rule 23(b)(3):

> All individuals in the United States sent a notice of the Data Incident.

9. Excluded from the Settlement Class are: (i) Warrior and its parents, subsidiaries, affiliates, officers, and directors, and any entity in which Warrior has a controlling interest; (ii) all individuals who timely and validly elect exclusion; (iii) the attorneys representing the parties in this litigation; (iv) all judges assigned to hear any aspect of this litigation and 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.

10. **Numerosity.** With approximately 20,939 members, joinder of all class members is impracticable. FED. R. CIV. P. 23(a)(1).

11. **Commonality.** The claims turn on common questions concerning Warrior's data-security practices, including whether Warrior owed and breached a duty to safeguard class members' PII and whether that PII was disclosed to unauthorized third parties. Resolution of those questions would resolve issues central to every class member's claim in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011); FED. R. CIV. P. 23(a)(2).

12. **Typicality.** Plaintiff's claims arise from the same Data Incident and the same course of conduct as those of absent class members and rest on the same legal theories. FED. R. CIV. P. 23(a)(3).

13. **Adequacy.** The Court is aware of no conflict between Plaintiff and absent class members. Plaintiff was affected by the same incident, seeks the same categories of relief, and has participated in the litigation. Proposed class counsel is experienced in data-breach class litigation and has prosecuted this case through a contested motion to dismiss and into discovery. FED. R. CIV. P. 23(a)(4).

14. **Predominance.** Common questions concerning the adequacy of Warrior's security measures and the circumstances of the Data Incident predominate over individualized questions, which here concern principally the amount of each member's claimed loss. Because the proposal is that there be no trial, the Court need not consider trial manageability. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); FED. R. CIV. P. 23(b)(3).

15. **Superiority.** Individual class members have little incentive to litigate separately given the modest value of most individual claims and the cost of proving a data-breach case. A single settlement class is the superior mechanism for resolving these claims fairly and efficiently. FED. R. CIV. P. 23(b)(3).

16. **Ascertainability.** Class members are identifiable from Warrior's records of the individuals to whom it sent notice of the Data Incident.

17. This certification is for settlement purposes only. If the settlement is not finally approved, is terminated, or does not become effective, this certification is vacated, and the litigation returns to its posture as of the date the Settlement Agreement was executed, with all parties' rights and defenses, including Warrior's opposition to certification for litigation purposes, fully preserved. No party may cite this Order as evidence that a litigation class is or is not certifiable.

PRELIMINARY APPROVAL

18. At this stage the Court asks whether giving notice is justified by the parties' showing that the Court will likely be able to approve the settlement under Rule 23(e)(2) and certify the class. FED. R. CIV. P. 23(e)(1)(B). The Rule 23(e)(2) factors are informed by the considerations set out in *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The Court's review is preliminary; nothing here binds the Court at the final approval hearing, and the Court has not made a final determination on fairness, adequacy, the notice program's actual performance, or any application for fees, costs, or a service award.

19. The Court makes the following preliminary findings:

a. Plaintiff and class counsel litigated a contested motion to dismiss, obtained a ruling largely in the class's favor, took written discovery, and obtained additional information about the incident and the class scope before settling. FED. R. CIV. P. 23(e)(2)(A).

b. The parties negotiated substantive relief over several months while continuing to litigate, and deferred any discussion of fees and a service award until the class relief was agreed. The record shows no indication of collusion. FED. R. CIV. P. 23(e)(2)(B).

c. The relief is meaningful in light of the risks of continued litigation, the cost and delay of trial and appeal, and the uncertainty attending damages proof

in data-breach cases. *See Cotton v. Hinton*, 559 F.2d 1326, 1330-32 (5th Cir. 1977); *see also In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992); *see, e.g.*, *Bozek v. Ariz. Lab. Force Inc.*, No. 24-cv-210, 2026 WL 2247772, *8 (D. Ariz. Aug. 4, 2026). The claims process is straightforward, as it involves a single form that can be submitted online or by mail, with attestation alone sufficient for lost-time and flat-payment claims, a cure period before denial, and a defined dispute-resolution procedure. Fees, costs, administration expenses, security enhancements, and any service award are payable by Warrior separately and do not diminish class relief. FED. R. CIV. P. 23(e)(2)(C).

d. All class members are eligible for the same categories of benefits on the same terms, with differences in recovery depending on documented loss rather than class-member status. FED. R. CIV. P. 23(e)(2)(D).

20. Because the settlement is claims-made rather than a common fund, the Court cannot presently value the relief the class will actually receive. At final approval, Class Counsel shall submit the data identified in ¶35(b) of this Order so the Court may assess the settlement's real-world value, including in connection with the fee application.

21. The Court accordingly **PRELIMINARILY APPROVES** the Settlement Agreement as sufficiently fair, reasonable, and adequate to warrant notice to the Settlement Class.

NOTICE PROGRAM

22. The Court finds that the Notice Program described in the Settlement Agreement, including direct mail of the Short Form Notice to every class member, email to those with known addresses, a settlement website hosting the Long Form Notice, Claim Form, and Settlement Agreement, and a toll-free help line, to be the best notice practicable under the circumstances, is reasonably calculated to apprise class members of the settlement and their options, and satisfies Rule 23(c)(2)(B), Rule 23(e)(1), and due process.

23. The Short Form Notice, Long Form Notice, and Claim Form are **APPROVED IN FORM**, conditioned on the following corrections, to be made before any notice is disseminated:

a. Every placeholder shall be replaced with final information, including the settlement website URL, the Claims Administrator's post office box addresses, all deadline dates, and the Final Approval Hearing date, time, and location required by this Order.

b. The case number in the Long Form Notice shall be corrected from "7:24-cv-00095-ACA" to "7:24-cv-00095-EGL," *see* Doc. 46-2 at 48; Doc. 47-3 at 7,

and the caption and case number shall be made consistent across all notice documents.

24. All costs incurred in disseminating and otherwise in connection with the Settlement Notices shall be paid by Warrior separate and apart from the relief offered to the class pursuant to the Settlement Agreement. The Claims Administrator shall maintain the settlement website from the Notice Commencement Date until the settlement has been fully administered. The website shall host the Long Form Notice, the Claim Form, the Settlement Agreement and its exhibits, this Order, and any motion for attorneys' fees, costs, expenses, or a service award upon its filing; shall permit online submission of Claim Forms; and shall display the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and the date, time, and location of the Final Approval Hearing. On request and at no charge, the Claims Administrator shall mail a printed copy of the Claim Form, either notice, or the Settlement Agreement to any person requesting one. Doc. 46-2 at 23.

APPOINTMENTS

25. The Court **APPOINTS** Gary M. Klinger of Milberg, PLLC as Settlement Class Counsel, finding that he has identified and investigated the claims, has substantial experience in data-privacy and complex class litigation, is knowledgeable about the applicable law, and has committed adequate resources to representing the class. FED. R. CIV. P. 23(g).

26. The Court **APPOINTS** Plaintiff Douglas Gibson as Class Representative for settlement purposes only.

27. The Court **APPOINTS** Kroll Settlement Administration, LLC as Claims Administrator. Kroll shall (a) establish post office boxes for communications with class members; (b) disseminate notice; (c) create and maintain the settlement website and toll-free help line; (d) receive, review, and process Claim Forms, exclusion requests, and objections; (e) administer the dispute-resolution process in Settlement Agreement ¶2.5 (Doc. 46-2 at 19-21); and (f) distribute settlement payments and administer enrollment in identity-protection services. Kroll shall consent to this Court's jurisdiction for all purposes connected to the administration of this settlement.

SCHEDULE AND PROCEDURES

28. Within 10 days of this Order, Warrior shall provide the Claims Administrator with the name, last known mailing address, and any known email address for each class member.

29. The Claims Administrator shall mail the Short Form Notice by first-class mail, and send it by email where an address is known, beginning no later than 30 days after the date of this order (the "Notice Commencement Date"), and shall substantially complete the Notice Program no later than 45 days after this Order. Where mail is returned with a forwarding address, the Administrator shall re-mail

promptly; where mail is returned without one, the Administrator shall perform a reasonable address search and re-mail to any updated address located. The settlement website shall be live on or before the Notice Commencement Date.

30. A class member who wishes to be excluded must mail a written request for exclusion to the Claims Administrator, postmarked no later than 60 days after the Notice Commencement Date (the "Opt-Out Deadline"). The request must include the case name, the individual's full name and current address, a personal signature, and a statement that the individual does not wish to participate in the settlement. Requests must be submitted individually; group, class, or mass opt-outs are not permitted. Class members who validly opt out receive no benefits, are not bound by any judgment, and retain their claims. Within 7 days after the Opt-Out Deadline, the Claims Administrator shall provide counsel with a declaration listing all timely, valid exclusions, which Class Counsel shall file with the Court.

31. A class member who does not opt out may object to the settlement, the release, entry of judgment, the fee application, or any requested service award. Objections must be postmarked or filed no later than 60 days after the Notice Commencement Date (the "Objection Deadline") and must state: (i) the objector's full name, address, telephone number, and email address, if any; (ii) the case name and number; (iii) information showing that the objector is a class member; (iv) all grounds for the objection with any supporting authority; (v) the identity of any counsel representing

the objector; (vi) whether the objector or counsel intends to appear at the Final Approval Hearing; and (vii) the objector's signature or that of a duly authorized representative. Objections mailed to the Claims Administrator shall be transmitted to counsel promptly, and Class Counsel shall file all objections received with the Court no later than 7 days after the Objection Deadline. A class member who fails to comply with these requirements waives the objection, subject to the Court's discretion to consider an untimely or non-conforming objection.

32. Only a Settlement Class Member who has submitted a timely objection conforming to ¶31 of this Order, and who stated in that objection an intention to appear, may be heard at the Final Approval Hearing. Subject to the Court's discretion under ¶31 of this Order, a Settlement Class Member who does not timely and properly object waives any objection to the Settlement Agreement, the Release, entry of the Final Approval Order and Judgment, Class Counsel's application for attorneys' fees, costs, and expenses, and any service award, and may not later raise that objection by appeal or otherwise. Any challenge to the Settlement Agreement, the Final Approval Order, or the Judgment shall be pursued by appeal under the Federal Rules of Appellate Procedure and not by collateral attack. Doc. 46-2 at 25.

33. Claim Forms must be submitted online or postmarked no later than 90 days after the deadline for completion of the Notice to Settlement Class Members (the "Claims Deadline"). The Claims Administrator may, with the parties' agreement,

accept a late claim for good cause where doing so will not materially delay distribution.

34. Class Counsel shall file any motion for attorneys' fees, costs, and expenses, and any application for a service award, no later than 46 days after the Notice Commencement Date—that is, no fewer than 14 days before the Objection Deadline—and shall post the motion on the settlement website the day it is filed. *See* FED. R. CIV. P. 23(h); *Johnson v. NPAS Sols., LLC*, 975 F.3d 1244, 1252-54 (11th Cir. 2020).

35. **Final Approval Submissions:**

a. Plaintiff shall file the motion for final approval no later than 46 days after the Notice Commencement Date.

b. No later than 14 days before the Final Approval Hearing, Plaintiff shall file a supplemental submission that includes: (i) a declaration from the Claims Administrator describing implementation of the Notice Program and its measured reach; (ii) the number of Claim Forms submitted, approved, denied, and pending, by benefit category; (iii) the total dollar amount claimed and the total amount Warrior will pay on approved claims; (iv) the number of enrollments in identity-protection services; (v) a list of all exclusion requests; and (vi) a response to any objections.

36. The Court will hold a Final Approval Hearing on March 15, 2027, at 1:00 PM in the Richard Shelby Federal Building and Courthouse, 2005 University Boulevard, Tuscaloosa, Alabama 35401. At the hearing the Court will consider whether the settlement is fair, reasonable, and adequate and should be finally approved; whether to certify the Settlement Class for purposes of judgment; the fee and service-award applications; entry of a final approval order and judgment, including the release; and dismissal with prejudice. The Court may continue the hearing, or convert it to a video or telephonic proceeding, without further notice to the class other than a posting on the settlement website and the docket; a continuance does not alter any other deadline unless the Court so orders. Instructions on how to appear at the Final Approval Hearing will be posted on the Settlement Website. Class members need not appear or take any action to indicate approval, and a class member who does not opt out may but need not appear through counsel. Settlement Class Members that do not timely object or opt out and that do not have an attorney enter an appearance on their behalf will be represented by Settlement Class Counsel.

SCHEDULE

EVENT	DEADLINE
Class Member Information to Settlement Administrator	September 18, 2026
Notice Commencement Date ("NCD")	October 8, 2026
Motion for Final Approval; Fee and Service-Award Application	November 23, 2026

Objection Deadline	December 7, 2026
Opt-Out Deadline	December 7, 2026
Claims Deadline	January 21, 2027
Final Approval Hearing	March 15, 2027

ADDITIONAL PROVISIONS

37. Warrior shall serve, or shall have served, the notices required by 28 U.S.C. § 1715, and shall file proof of service, within 14 days of this Order. No final judgment shall enter earlier than 90 days after the last such notice is served. 28 U.S.C. § 1715(d).

38. If Warrior exercises its right to void the settlement if more than 200 valid exclusion requests are submitted, *see* Doc. 46-2 at 24, the parties shall notify the Court within 7 days of its election to do so.

39. All litigation deadlines and proceedings in this action are **STAYED** pending final approval, except those necessary to implement this Order and the Settlement Agreement. Pending final determination, all class members who have not validly opted out are enjoined from commencing or prosecuting any action asserting a Released Claim against Warrior or any Released Person.

40. Neither this Order, the Settlement Agreement, nor any settlement-related document or proceeding is or may be construed as an admission or concession by Warrior of the validity of any claim, of any liability, or of the propriety of class

certification for any purpose other than this settlement, and none may be offered or received in evidence in any proceeding except one to enforce or implement the settlement.

41. If the settlement is terminated or does not become effective under its terms, this Order and all related orders shall be null and void, the certification will be vacated, and the litigation shall revert to its pre-settlement posture, except that Warrior shall remain obligated for notice and administration costs already incurred.

42. The Court may alter any deadline set in this Order for good cause or on the parties' joint motion, without further notice to the class other than posting on the settlement website and the docket.

43. The Court retains exclusive jurisdiction over this action, the parties, the Settlement Class, the Claims Administrator, and the Settlement Agreement for all purposes relating to the administration, consummation, interpretation, and enforcement of the settlement.

44. Any member of the Settlement Class who does not properly and timely opt-out of the Settlement shall, upon entry of the Final Approval Order and Judgment, be bound by all the terms and provisions of the Settlement Agreement and Release, whether or not such Settlement Class Member objected to the Settlement and

whether or not such Settlement Class Member received consideration under the Settlement Agreement.

DONE and **ORDERED** this 8th day of September, 2026.

EDMUND G. LACOUR JR.
UNITED STATES DISTRICT JUDGE