



## AlaFile E-Notice

68-CV-2025-900681.00

Judge: DAVID J HOBODY

To: MANN JONATHAN STEPHEN  
jonm@pittmandutton.com

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# NOTICE OF COURT ACTION

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

JEVON WORRELL V. ROBBIE D. WOOD, INC.  
68-CV-2025-900681.00

A court action was entered in the above case on 4/7/2026 11:36:46 AM

ORDER

[Filer: ]

Disposition: GRANTED  
Judge: DJH  
Notice Date: 4/7/2026 11:36:46 AM

KAREN DUNN BURKS  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
1851 2ND AVENUE NORTH  
SUITE 130  
BESSEMER, AL, 35020  
205-497-8510



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
 BESSEMER DIVISION**

WORRELL JEVON, Plaintiff,	)	
	)	
V.	)	Case No.: CV-2025-900681.00
	)	
ROBBIE D. WOOD, INC., Defendant.	)	

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

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement between Jevon Worrell ("Plaintiff"), and on behalf the Settlement Class, and Robbie D. Wood, Inc. ("Defendant" or "Robbie D. Wood") (collectively the "Parties"), as set forth in the Settlement Agreement between the Parties, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this Action, Plaintiff, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

**PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff's motion papers and briefs,

and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

#### **PRELIMINARY CLASS CERTIFICATION**

5. Pursuant to Alabama Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.

Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Alabama Rule of Civil Procedure 23(a)(1) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiff's claims are typical of those of Settlement Class Members; and Plaintiff will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Alabama Rule of Civil Procedure 23(a)(2) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiff Jevon Worrell as the Class Representative for the Settlement Class. The Court provisionally finds that Plaintiff is similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that he will be an adequate class representative.

9. The Court finds Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. are experienced and adequate and appoints them as Settlement Class Counsel for the Settlement.

### **NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Atticus Administration LLC as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Alabama Rules of Civil Procedure and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Action, the scope of the Settlement Class, the

terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form, Postcard Notice, and Long Form Notice.

### **EXCLUSION AND OBJECTIONS**

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion (or "Opt Out") must be in writing and clearly manifest a person's intent to be excluded from the Settlement Class. Persons wishing to opt out of the Settlement Class will only be able to submit a Request for Exclusion on their own behalf; mass or class opt outs will not be permitted. All requests for exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the

Final Approval Order.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Notice by sixty (60) days after the Notice Deadline, it must be in writing, postmarked by the Objection Deadline, filed with the Court and mailed to the Settlement Administrator, and must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which the Settlement Class Member (or his/her attorney) has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

**FINAL APPROVAL HEARING**

18. The Court will hold a Final Approval Hearing on **AUGUST 18, 2026 at 9:30 A.M.** before the undersigned at the Circuit Court of Jefferson County, Bessemer Division, 1851 2nd Ave. N., Bessemer, AL 35020, Courtroom 340.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Settlement Class Counsel should be made final; (d) the preliminary appointment of Plaintiff as Settlement Class Representative should be made final; (e) Settlement Class Counsel's motion for a Fee Award and Costs should be granted; (f) the Service Award sought for Plaintiff should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date or change the location (from in person to remote) of the Final Approval Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall be considered null and void, (b) all of the Parties' obligations under the Agreement shall

cease to be of any force and effect, and (c) the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective Pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

### **SUMMARY OF DEADLINES**

**Notice Deadline (Postcard Notice Sent and Website Notice Established):**

- 30 days after Preliminary Approval Order

**Deadline to file Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards:**

- At least fifteen (15) days before the Objection and Opt-Out Deadlines

**Opt-Out Deadline:**

- 60 days after the Notice Deadline

**Objection Deadline:**

- 60 days after the Notice Deadline

**Claim Deadline**

- 90 days after the Notice Deadline

**File Supplemental Declaration on Claims, Objections, and Opt-Outs:**

- 7 days before the Final Approval Hearing

**Final Approval Hearing:**

- **AUGUST 18, 2026 @ 9:30 A.M.**

24. 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.**

**DONE this 7<sup>th</sup> day of April, 2026.**

**/s/ DAVID J HOBDY**  
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**SENIOR CIRCUIT JUDGE**