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 9/21/2026 10:55:04 AM

Notice Date: 9/21/2026 10:55:04 AM

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

256-231-1750

ELECTRONICALLY FILED
9/21/2026 10:55 AM
11-CV-2025-900178.00
CIRCUIT COURT OF
CALHOUN COUNTY, ALABAMA
KIM MCCARSON, CLERK

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

PEMBROOK GENIE, YOUNG JUDY, BRITT NADJA, BULLOCK JULIA ET AL, Plaintiffs,	)	
V.	)	Case No.: CV-2025-900178.00
AOD FEDERAL CREDIT UNION, Defendant.	)	

FINAL APPROVAL ORDER AND JUDGMENT

This matter came before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"). A hearing was held on September 16, 2026. Both parties appeared by and through able Counsel.

After due consideration, and after providing adequate notice to the Settlement Class, the Court finds the Motion well taken and the same is hereby **GRANTED**.

It is therefore **ORDERED, ADJUDGED, AND DECREED** as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all parties to the Action, including all Settlement Class Members.

3. This Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated April 30, 2026, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for

Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. Based on the papers filed with the Court and after a hearing being held on this matter on September 16, 2026, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support, the Court now gives Final Approval of the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Action, and the fact that the Settlement Agreement is the result of arm's-length negotiations presided over by a neutral mediator further supports this finding.

6. Pursuant to Rule 23 of the Alabama Rules of Civil Procedure ("Rule 23"), and for the purposes of settlement only, the following Settlement Class consists of:

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

7. For settlement purposes only, the Court confirms the following counsel as Class Counsel and finds they are experienced in class litigation and have adequately represented the Settlement Class: Pittman, Dutton, Hellums, Bradley & Mann, P.C.; Stranch, Jennings, Garvey, PPC; and Milberg, PLLC.

8. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is too numerous for their joinder to be practicable; (b) there are questions of law and fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Representative Plaintiffs and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d)

certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Action.

9. The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 23, applicable law, and the due process clauses of both the U.S. and Alabama Constitutions.

10. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

11. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against the Released Parties. The Court adjudges that the Released Claims and all the claims described in the Settlement Agreement are released against the Released Parties.

12. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as set forth in the Settlement Agreement.

13. The Court further adjudges that, upon entry of this Final Approval Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings related to the Released Claims maintained by or on behalf of Plaintiffs and all other

Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives, and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. Representative Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against the Released Parties.

15. The Court approves payment of attorneys' fees to Class Counsel in the amount of $250,000.00, as well as reimbursement of Class Counsel's costs and expenses in the amount of $2,304.75. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees and costs, finds the award of attorneys' fees and costs appropriate and reasonable for the following reasons: (a) the Court finds that the Settlement provides substantial benefits to the Settlement Class; (b) the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel; (c) the Court concludes that the Settlement was negotiated at arm's-length without collusion, and that the negotiation of attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members; and (d) the Court notes that the Notice

specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

16. The Court approves the Service Awards in the amount of $2,500.00 for each of the Representative Plaintiffs for a total of $10,000.00. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for payment of the Service Awards, finds the Service Awards appropriate and reasonable in light of the services performed by the Representative Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be available to the Settlement Class.

17. Neither this Final Approval Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendants or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Approval Order and Judgment is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendants or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of the Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendants.

18. As of the Opt-Out Deadline, two potential Settlement Class Members have requested to be excluded from the Settlement. Those persons are not bound by the Settlement Agreement and this Final Approval Order and shall not be entitled to any of the benefits

afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. These individuals are: (1) James A. Forrester, Jr. and (2) Justin Powers.

19. No objections were filed in this matter. The Court finds no reason to delay entering this Final Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order and Judgment.

20. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Approval Order and do not limit the rights of the Settlement Class Members.

21. Without affecting the finality of this Final Approval Order and Judgment for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose.

22. In accordance with Alabama Rule of Civil Procedure 23, this Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. The matter is hereby dismissed with prejudice, costs taxed as paid.

23. Any residual funds remaining in the Settlement Fund after the payment of all valid claims, attorneys' fees, costs, service awards, and administrative expenses shall be distributed to the Alabama Civil Justice Foundation as the *cy pres* recipient, as provided in the Settlement Agreement.

24. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

DONE this 21st day of September, 2026.

/s/ LOWELL DUSTIN MERRITT
CIRCUIT JUDGE