



AlaFile E-Notice

63-CV-2025-900067.00

Judge: COREY G. SEALE

To: TERRELL JAMES MICHAEL
jterrell@mmlaw.net

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN ET AL V. PECO FOODS INC.
63-CV-2025-900067.00

A court action was entered in the above case on 7/12/2026 2:12:10 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: CGS

Notice Date: 7/12/2026 2:12:10 PM

MAGARIA HAMNER BOBO
CIRCUIT COURT CLERK
TUSCALOOSA COUNTY, ALABAMA
714 GREENSBORO AVENUE
TUSCALOOSA, AL, 35401

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Agreement following good faith arm's-length negotiations. The Settling Parties have agreed to settle this Litigation, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in the dismissal of the Litigation with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement is granted as set forth herein.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Ala. R. Civ. P. 23, *et seq.*, the Court provisionally certifies a Settlement Class in, this matter defined as follows:

all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.

The Settlement Class specifically excludes: (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class members; (d) Plaintiffs and Proposed Class Counsel will fairly and adequately protect the interests of the Settlement Class as 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; (e) questions of law or fact common to Plaintiffs predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. Class Representatives and Settlement Class Counsel: Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell are hereby provisionally designated and appointed as Representative Plaintiffs. The Court provisionally finds that the Representative Plaintiffs are similarly situated to absent Settlement Class Members and therefore will be adequate class representatives.

The Court also finds Plaintiffs' counsel is experienced and adequate and is hereby provisionally designated as Class Counsel: Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley, & Mann P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan.

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 preliminarily approved.

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

5. Final Fairness Hearing: A Final Fairness Hearing shall be held on December 14, 2026 at 11:00 am in the Circuit Court of Tuscaloosa County, Alabama, or remotely if so set by the Court, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Ala. R. Civ. P. 23, *et seq.*; (b) the settlement should be finally approved as fair, reasonable, and adequate pursuant to Ala. R. Civ. P. 23, *et seq.*; (c) the Litigation should be dismissed with prejudice pursuant to the terms of the settlement; (d) Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (e) the motion for final approval and application for attorneys' fees, costs, and service awards should be granted.

Plaintiffs' motion for attorneys' fees, costs, and service awards shall be filed with the Court no later than 14 days prior to the objection/exclusion deadline, and Plaintiffs' motion for final approval of the settlement shall be filed with the Court no later than 14 days before the initial Final Fairness Hearing. No later than 14 days before the initial Final Fairness Hearing, the Settling Parties shall also file responses, if any, to any

objections, and any replies in support of final approval of the settlement and/or the application for attorneys' fees, costs, and service awards.

6. **Administration:** The Court appoints Eisner Advisory Group LLC as the Claims Administrator, with responsibility for Notice and Claims Administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All Notice and Administration Costs shall be paid by Defendant.

7. **Notice to the Class:** The proposed Notice Program set forth in the Settlement Agreement including the Short Form Notice, Long Form Notice, and the Claim Form attached to the Settlement Agreement as Exhibits 1, 2, and 3 satisfy the requirements of Ala. R. Civ. P. 23(c)(2), *et. seq.*, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Claims Administrator is directed to carry out the Notice Program in conformance with the Agreement.

By 30 days following Preliminary Approval, the Claims Administrator shall complete the Notice Program in the manner set forth in 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 the Settlement (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 action; the terms of the proposed settlement, and their rights under the proposed settlement, including, but not limited to, their rights to object or opt-out from the proposed settlement and other rights under the terms of

the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Alabama and 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: Each Settlement Class member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement. To be effective, written notice must be postmarked no later than 60 days after the Class Notice Date.

Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Defendant's counsel a complete list of all timely and valid requests for exclusion. No later than 14 days prior to the Final Fairness Hearing, Proposed Class Counsel shall file the list of exclusions with the Court for purposes of being attached to the Judgment to be entered upon final approval.

Any Settlement Class Member who does not timely and validly opt-out of settlement shall bound by the terms of the settlement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt-out of 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 Approval Order and Judgment, 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 and transactions released in the settlement. All Settlement Class Members who submit valid and timely notices to opt-out of the settlement 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 or the application for attorneys' fees, costs, and service awards.

Each Settlement Class Member desiring to object shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, no later than 60 days after the Class Notice Date and served concurrently therewith on Proposed Class Counsel and counsel for Defendants.

Any Settlement Class Member who fails to comply with the requirements for objecting in the Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the settlement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Fairness Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the settlement or the application for attorneys' fees, costs, and service awards. If the objecting Settlement Class Member intends to appear at the Final Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Fairness Hearing. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Fairness Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony by the Objection Date.

If a Final Approval 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 or application for attorneys' fees, costs, and service awards.

11. Claims Process and Distribution and Allocation Plan: Proposed Class Counsel and Defendant have created 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 described in the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of settlement consideration according to the terms of the settlement, 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 the Final Approval Order and Judgment are 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, the Release included in that settlement, and the Final Approval Order and Judgment.

12. Termination of Settlement: This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the settlement if the settlement is not finally approved by the Court or is terminated in accordance with the settlement. In such event, the 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 Preliminary Approval Order, relating to the settlement shall be used or referred to for any purpose whatsoever.

13. Use of Order: This Preliminary Approval 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 Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs or any other Settlement Class member that his or her 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 Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Fairness Hearing and issuance of the Final Approval 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 Fairness 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 settlement website maintained by the Claims Administrator.

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

Class Notice Date: 30 days after the date of entry of the Order granting Preliminary Approval

Motion for Attorney's Fees, Costs, and Service Awards: 14 days prior to the objection/exclusion deadline

Opt-Out Date: 60 days after the Class Notice Date

Objection Date: 60 days after the Class Notice Date

Motion for Final Approval: 14 days prior to the Final Fairness Hearing

Claim Deadline: must be postmarked or electronically submitted to the Claims Administrator within 90 days after the Class Notice Date

Final Fairness Hearing: December 14, 2026 at 11:00 am.

DONE this 12th day of July, 2026.

/s/ COREY G. SEALE

CIRCUIT JUDGE