

**IN THE SUPERIOR COURT OF BULLOCH COUNTY
STATE OF GEORGIA**

KASANDRA HUNLEY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE
BOARD,

Defendant.

Civil Action No. SUCV2025000251

PHILLIP GREEN, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE
BOARD d/b/a PINELAND BEHAVIORAL
DEVELOPMENTAL DISABILITIES,

Defendant.

Civil Action No. SUCV2025000254

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiffs Kasandra Hunley and Phillip Green ("Plaintiffs") respectfully submit this Motion for Final Approval of Class Action Settlement and Memorandum in support pursuant to Official Code of Georgia Annotated ("O.C.G.A.") § 9-11-23. Plaintiffs request this Court enter an Order: (a) granting certification of the Settlement Class¹ for settlement purposes; (b) appointing Plaintiffs as Representative Plaintiffs and reaffirming as Class Counsel the attorneys

¹ Unless otherwise specified, capitalized terms used herein have the same meaning attributed to them in the Settlement Agreement previously submitted as Exhibit A to Plaintiffs' Motion for Preliminary Approval.

appointed in the Preliminary Approval Order; (c) finding the Notice Program satisfied due process requirements and O.C.G.A. § 9-11-23; (d) finding the terms of the Settlement fair, reasonable, and adequate; (e) directing the Parties, their attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the Final Approval Order and the terms of the Settlement Agreement; (f) resolving all claims, including the Released Claims, against the Released Parties and ruling the Settlement is binding on all Settlement Class Members, including the Releases contained in the Agreement; (g) granting Plaintiffs' Motion for Approval of Attorneys' Fees, Costs, and Plaintiffs' Service Awards; and (h) dismissing the consolidated Actions and entering a Final Judgment.

I. INTRODUCTION

If approved, the Settlement will resolve the claims of roughly 22,787 individuals nationwide whose Private Information (including names, dates of birth, Social Security numbers, medical billing information, medical treatment information, dates of service, diagnosis information, medical record information, and guardian information) was potentially impacted in the Data Incident involving Pineland Community Service Board ("Pineland" or "Defendant"), a healthcare entity that helps children, adolescents, adults, and seniors with mental illness, developmental disabilities, and addiction challenges. The Settlement brings meaningful resolution and significant benefits to the Settlement Class without requiring further delay, risk, and expense.

The Data Incident occurred between November 24, 2024, and January 20, 2025, when an unauthorized actor accessed Defendant's computer network, resulting in potential access to files containing Private Information. Defendant notified potentially impacted individuals around August 2025. On April 29, 2026, the Court granted preliminary approval of the Settlement and

ordered that notice be given to the Settlement Class. The Settlement provides a \$475,000.00 non-reversionary Settlement Fund, Cash Payment A—Documented Loss Payments of up to \$5,000 per Settlement Class Member, Cash Payment B—an estimated pro rata Alternate Cash payment of approximately \$75, two years of Credit and Medical/Healthcare Data Monitoring including one credit bureau monitoring and \$1 million in identity theft insurance, and prospective relief requiring Pineland to adopt, continue, and/or implement reasonable data security measures for at least five years from the Effective Date at Pineland’s expense, separate from the Settlement Fund. SA ¶¶ 1(a), 2(a), 2(d).

After five months of early resolution discussions, including exchanging informal discovery and information related to the Data Incident, and after numerous meetings and calls, the Parties negotiated the Settlement at arm’s length. The Settlement allowed Plaintiffs to avoid the many risks and uncertainties they would face at each stage of litigation if the consolidated Actions proceeded to trial. Indeed, Plaintiffs’ claims involve the intricacies of data security litigation, a novel and constantly evolving area of the law. Although Plaintiffs believe in the merits of their claims, Defendant denies all allegations of wrongdoing or liability. Against these risks, Class Counsel and Plaintiffs believe that the Settlement is the best result that could be achieved.

After the Court granted preliminary approval, the Settlement Administrator disseminated Notice to the Settlement Class in accordance with the Preliminary Approval Order and the Settlement Agreement. Direct mail notice was provided to all Settlement Class Members for whom valid addresses were available, and the Notice Program also included a Settlement Website with electronic claim submission and a toll-free helpline. *See* Declaration of Alejandra Zarate (on behalf of CPT Group, Inc.) Regarding Settlement Administration attached hereto as **Exhibit 2**

(“Admin. Decl.”), ¶¶ 3–24. The Notice was written in plain language and provided each Settlement Class Member with information on how to make a claim, opt out, or object to the Settlement. As of the date of the Admin. Decl., the Settlement Administrator had received one request for exclusion and no objections. CPT had received 1,318 Claim Forms, of which 1,164 were deemed valid; 1,138 valid claims elected a cash payment, and 339 elected Credit Monitoring. The results of the Notice Program are set forth in the Admin. Decl.

For these reasons and those further set forth herein, Plaintiffs and Settlement Class Counsel respectfully submit that the Settlement meets the standards for final approval under O.C.G.A. § 9-11-23 and is a fair, reasonable, and adequate result for the Settlement Class. Plaintiffs respectfully request that the Court grant Plaintiffs’ Unopposed Motion for Final Approval of the Class Action Settlement, grant Plaintiffs’ Motion for Approval of Attorneys’ Fees, Costs, and Plaintiffs’ Service Awards, and enter a final judgment dismissing the consolidated Actions.

II. BACKGROUND AND PROCEDURAL HISTORY

In the interest of efficiency, for factual and procedural background on these consolidated Actions, Plaintiffs refer this Court to, and hereby incorporate, Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support filed on April 24, 2026, and the Declaration of Jonathan S. Mann (“Mann Decl.”) submitted herewith as **Exhibit 1**. Plaintiff Hunley filed her initial class action complaint on September 12, 2025, alleging four counts against Defendant—negligence, negligence per se, breach of implied warranty, and unjust enrichment. Plaintiff Green filed a materially similar class action complaint on September 19, 2025. The Parties then engaged in early resolution discussions over five months, exchanging informal discovery and information related to the Data Incident; after numerous meetings, calls,

and arm's-length negotiations, they agreed to a Settlement in principle. On January 2, 2026, Plaintiffs filed a Notice of Settlement and Joint Motion to Stay, which the Court granted. The Settlement Agreement was executed on April 9, 2026.

III. SUMMARY OF SETTLEMENT

The Settlement negotiated on behalf of the class provides four categories of relief for Settlement Class Members: (1) Cash Payment A—Documented Loss Payments of up to \$5,000 per Settlement Class Member for documented losses related to the Data Incident; (2) Cash Payment B—an Alternate Cash payment, without documentation, calculated pro rata and currently estimated at approximately \$75; (3) two years of Credit and Medical/Healthcare Data Monitoring, including one credit bureau monitoring and \$1 million in identity theft insurance, with activation postponable for up to 12 months; and (4) Prospective Relief requiring Pineland to adopt, continue, and/or implement reasonable data and information security measures for at least five years from the Effective Date, at Pineland's expense and separate from the Settlement Fund. Pineland will fund a \$475,000.00 non-reversionary Settlement Fund, and the Settlement is designed to exhaust the Fund; any remaining amount is subject to distribution by mutual agreement to the Electronic Privacy Information Center as a cy pres recipient under the Settlement Agreement. The Settlement Class includes approximately 22,787 individuals and is defined as:

all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.

It specifically excludes (1) the Judges presiding over the consolidated Actions and members of their immediate families and their staff; (2) Pineland, its subsidiaries, parent companies, successors, predecessors, and any entity in which Pineland or its parents have a controlling interest, and its current or former officers and directors; (3) natural persons who

properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person. *Id.* ¶ 23.

A. Settlement Benefits

1. Cash Payment A – Documented Losses

Settlement Class Members who submit a valid Claim may receive Cash Payment A of up to \$5,000 per person for documented losses related to the Data Incident. To receive a Documented Loss Payment, a Settlement Class Member must elect Cash Payment A on the Claim Form, attest under penalty of perjury to having incurred the documented losses, and submit Reasonable Documentation demonstrating actual, unreimbursed losses. Expenses reimbursed by another source, including in connection with identity protection and credit monitoring services previously offered by Defendant, are not eligible for reimbursement. If a claim for Cash Payment A is rejected and the claimant fails to cure it, the claim will be converted to Cash Payment B—Alternate Cash. SA ¶ 2(d)(i).

2. Cash Payment B – Alternate Cash

In lieu of electing Cash Payment A—Documented Losses, a Settlement Class Member may elect Cash Payment B—Alternate Cash, which does not require supporting documentation. Cash Payment B will be a pro rata cash payment from the Net Settlement Fund, currently estimated at approximately \$75. The payment may increase or decrease pro rata depending on the total value of Valid Claims and the amounts paid or allocated for administration, fees and costs, Service Awards, and Credit and Medical/Healthcare Data Monitoring. SA ¶ 2(d)(ii), (i).

3. Credit and Medical/Healthcare Data Monitoring

The third benefit offered to Settlement Class Members is two (2) years of Credit and Medical/Healthcare Data Monitoring, including monitoring services from one credit bureau and

\$1 million in identity theft insurance. SA ¶ 2(d)(iii). These benefits will be available regardless of whether a Settlement Class Member took advantage of any previous offering of credit monitoring from Pineland. Settlement Class Members may postpone activation of this benefit for up to 12 months. Enrollment is available in addition to either Cash Payment A or Cash Payment B and is not conditioned on the type of cash payment selected. *Id.*

4. Prospective Relief

The fourth category of benefits requires Pineland to adopt, continue, and/or implement reasonable data and information security measures, as determined by Pineland and at its expense, designed to enhance its data and information security. *Pineland must maintain these measures for at least five (5) years from the Effective Date. All costs associated with these measures will be paid by Pineland separately and apart from the Settlement Fund. Prior to Final Approval, Pineland will provide Class Counsel with a written attestation regarding the security-related measures implemented and planned. SA ¶ 1(a).*

B. Notice and Settlement Administration Costs

Defendant has agreed to pay all reasonable Administrative Expenses, including the costs of providing Notice and administering the Settlement, from the Settlement Fund. SA ¶¶ 2(p), 5(a). The Parties selected CPT Group as the Settlement Administrator. *Mann Decl.* ¶ 31. CPT reports that its total costs for notice and settlement administration are not to exceed \$36,500 through completion of settlement administration. Admin. Decl. ¶ 25.

C. Opt-Outs and Objections

The Objection and Opt-Out Periods ended on August 10, 2026, which was 60 days after the Notice Date. Admin. Decl. ¶ 21. The Settlement Administrator received one request for

exclusion and no objections. *Id.* ¶¶ 22–23. The Notice Program and claims administration results are addressed in the Admin. Decl.

D. Attorneys’ Fees, Costs, and Expenses

The Settling Parties did not discuss the payment of attorneys’ fees, costs, expenses, and/or Service Awards to Representative Plaintiffs until after the substantive terms of the Settlement had been agreed upon. SA ¶¶ 7(d), 8(a). Defendant has agreed to pay, subject to Court approval, attorneys’ fees of up to one-third of the Settlement Fund, plus reasonably incurred litigation expenses and costs. *Id.* ¶ 8(a). Class Counsel filed their motion for attorneys’ fees, expenses, and Class Representatives’ *Service Awards* on June 22, 2026, seeking a combined award of attorneys’ fees and expenses totaling \$158,333.33, including \$157,603.90 in attorneys’ fees and \$729.43 in litigation expenses. The motion and supporting declaration were posted to the Settlement Website for review by Settlement Class Members before the Claims Deadline and the Opt-Out and Objection Deadline. Admin. Decl. ¶¶ 9–13.

The Settlement Agreement also calls for a reasonable Service Award to Plaintiffs in the amount of \$2,500 per Plaintiff, for a total of \$5,000 for the two Class Representatives, subject to approval of the Court. *Id.* ¶ 7(a). The Service Awards are intended to compensate Plaintiffs for their efforts on behalf of the Settlement Class, including assisting in the investigation, reviewing pleadings, answering counsel’s questions, and reviewing the Settlement terms. Mann Decl. ¶ 48. Attorneys’ fees, costs, expenses, and Service Awards will be paid from the Settlement Fund. SA ¶¶ 2(p), 7(b), 8(a).

E. Release

Upon entry of the Final Approval Order and Judgment and occurrence of the Effective Date, Settlement Class Members who did not submit a valid and timely Request for Exclusion

will release the Released Claims against the Released Parties. SA § 3(a). The Released Parties include Pineland Community Service Board; its current or former parents, subsidiaries, divisions, and affiliates, their successors and predecessors, any entity in which Pineland or its parents have a controlling interest, and their current or former officers and directors; Georgia Department of Behavioral Health and Developmental Disabilities (“DBHDD”); Georgia Department of Administrative Services (“DOAS”); all officers, authorities, agencies, departments, units, divisions, subdivisions, instrumentalities, institutions, commissions, boards, and entities of the State of Georgia; all current and former officers and employees of DBHDD, DOAS, and the State of Georgia; and all related current and former directors, managers, managing directors, principals, members, employees, equity holders, shareholders, stockholders, partners, servants, agents, successors, divisions, predecessors, assigns, consultants, contractors, independent contractors, vendors, attorneys, accountants, administrators, financial and other advisors, underwriters, lenders, auditors, firms, trusts, corporations, general or limited partners, representatives, insurers, reinsurers, subrogees, and other related individuals and entities identified in the Settlement Agreement. The Released Claims include all past, present, and future claims, liabilities, demands, damages, losses, costs, and causes of action, whether known or Unknown, asserted or unasserted, and under any legal theory, related to or arising from the Data Incident or the facts and circumstances alleged in the consolidated Actions. The release applies only to claims against the Released Parties and does not apply to any Class Member who timely excludes themselves. SA ¶ 3(a).

IV. THE NOTICE PROGRAM SATISFIED O.C.G.A. § 9-11-23 AND DUE PROCESS

Section 9-11-23(e) of the Official Code of Georgia Annotated provides “notice of the proposed . . . compromise shall be given to all members of the class in such a manner as the court

directs.” Due process requires provision of the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. See Fed. R. Civ. P. 23(c)(2)(B). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

After the Court granted preliminary approval, approved the Notice Program, appointed CPT Group as Settlement Administrator, and directed Notice to be disseminated. CPT commenced April 29, 2026the Notice Program on June 11, 2026, when the Settlement Website went live and the Postcard Notice was mailed. Of the 22,715 individuals on the Class List, 84 had invalid mailing addresses, and CPT mailed the Postcard Notice by First Class Mail to the remaining 22,631 Class Members. Admin. Decl. ¶¶ 4–5, 9, 13–16. CPT also established the Settlement Website, <https://www.PinelandSettlement.com>, which provided information about the Settlement and allowed electronic submission of Claim Forms, and a toll-free helpline for Class Members to obtain information and ask questions. *Id.* ¶¶ 6, 9–13. The Claims Deadline is September 9, 2026. The Opt-Out and Objection Deadline was August 10, 2026, 60 days after the Notice Date. The Final Approval Hearing is scheduled for October 5, 2026. The Notice Program results, as of the date of the CPT Declaration, were as follows: 22,631 notices mailed; 130 notices returned by the USPS; 91 notices re-mailed following skip-tracing efforts; 50 notices ultimately deemed undeliverable; approximately 99.78% estimated reach among mailed notices (22,581 of 22,631); approximately 2,400 unique Settlement Website visitors; and approximately 7,400 page views. *Id.* ¶¶ 9–17.

The notice plan, including direct mail, the Settlement Website, and the toll-free helpline, satisfies due process. *See, e.g., Agnone v. Camden County, Georgia*, No. 2:14-cv-00024, 2019 U.S. Dist. LEXIS 50662, at *28 (S.D. Ga. Mar. 26, 2019) (finding class notice mailed directly to settlement class members was the best practicable and satisfied concerns of due process); *Barkwell v. Sprint Communications Company L.P.*, No. 4:09-cv-56, 2014 U.S. Dist. LEXIS 203011, at *17 (M.D. Ga. Apr. 18, 2014) (finding a notice program that involved direct mail notice to satisfy due process). The Supreme Court has consistently found that mailed notice satisfies the requirements of due process. *See, e.g., Mullane*, 339 U.S. at 314. Here, the mailed Notice and online materials are clear and straightforward. They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the requested Service Awards for the Representative Plaintiffs, as well as the amount that proposed Class Counsel intends to seek in fees and costs; explain procedures for making claims, objections, or requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Approval Hearing; and prominently display the address and phone number of Class Counsel. SA ¶¶ 5(b), 5(f)-(h), 8(a); Exs. A-C.

As such, Settlement Class Members have been afforded a full and fair opportunity to consider the proposed Settlement, exclude themselves from the Settlement, and respond and/or appear in Court. Further, the notice fully advised Settlement Class Members of the binding effect of the judgment on them. Accordingly, the notice process satisfies due process.

V. LEGAL AUTHORITY

O.C.G.A. § 9-11-23, which governs class action litigation in Georgia, provides “[a] class action shall not be dismissed or compromised without the approval of the court and notice of the

proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” O.C.G.A. § 9-11-23(e).

Since its enactment, Georgia courts have read the statute to track Federal Rule 23. In 2003 the state legislature shored up this interpretation, modifying O.C.G.A. § 9-11-23 to actually conform to the Federal Rule. Thus, and in acknowledgement of the few definitive holdings in Georgia on the subject, Georgia courts rely on federal cases interpreting Federal Rule 23(e) when interpreting O.C.G.A. § 9-11-23(e). *Brenntag Mid South, Inc. v. Smart*, 308 Ga. App. 899, 903 (2011) (“we look to federal cases interpreting Rule 23 of the Federal Rules of Civil Procedure, the rule upon which OCGA § 9-11-23 was based, for guidance.”).

The approval of a class action settlement is a two-step process. First, the Court must conduct a preliminary review to determine whether the proposed class settlement “is within the range of possible approval.” *Fresco v. Auto Data Direct, Inc.*, No. 3-cv-61063, 2007 U.S. Dist. LEXIS 37863, at *11 (S.D. Fla. May 11, 2007); *see also Loyd v. Emory-Adventist, Inc.*, 2013 Ga. Super. LEXIS 1742, *4-7 (Ga. Super. Ct. June 5, 2013) (applying the two-step process); *Manual for Complex Litigation*, Sec. 30.41 (3rd ed. 1995). This Court has completed the first step by preliminarily approving the Settlement and directing that notice be issued to the Settlement Class on April 29, 2026. Plaintiffs now seek to take the second step and ask the Court to grant Final Approval of the Settlement Class and to make a final determination that the Settlement is fair, reasonable, and adequate.

There is a strong judicial preference and public policy favoring voluntary conciliation and settlement of complex class action litigation. *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement of class action lawsuits”). This is because class action settlements ensure class members a benefit, as opposed to the “mere

possibility of recovery at some indefinite time in the future.” *In re Domestic Air Transp.*, 148 F.R.D. 297, 306 (N.D. Ga. 1993). In addition, “[s]ettlements conserve judicial resources by avoiding the expense of a complicated and protracted litigation process[.]” *In re Motorsports*, 112 F. Supp. 2d at 1333. Accordingly, a court has broad discretion in approving a settlement. *Id.*

VI. ARGUMENT

A. The *Bennett* Factors Support Final Approval

Before the 2018 revisions to Federal Rule 23(e), the Eleventh Circuit had developed its own list of factors for consideration on final approval, known as the *Bennett* factors. *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The *Bennett* factors include:

(1) the likelihood of success at trial; (2) the range of possible recoveries; (3) the point on or below the range of possible recoveries at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and degree of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved.

Columbus Drywall, 258 F.R.D. at 557 (quoting *Bennett*, 737 F.2d at 986). In either case, courts consider the relevant factors “informed by the strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett*, 737 F.2d at 986; *see also Meyer v. Citizens and Southern Bank*, 677 F. Supp. 1196, 1200 (M.D. Ga. 1988). The proposed Settlement here warrants approval under these factors.

1. The benefits of settlement outweigh the risks at trial.

Settlement Class Members who submit valid claims are eligible to receive Cash Payment A of up to \$5,000 for documented losses or Cash Payment B, an estimated pro rata cash payment of approximately \$75, as well as two years of free Credit and Medical/Healthcare Data Monitoring, including one credit bureau monitoring and \$1 million in identity theft insurance. Settlement Class Members will also benefit from the Prospective Relief requiring Pineland to

maintain reasonable data and information security measures for at least five years from the Effective Date, at Pineland's expense and separate from the Settlement Fund. SA ¶¶ 1(a), 2(d). The value achieved through the Settlement is guaranteed, whereas chances of prevailing on the merits are uncertain.

While Plaintiffs strongly believe in the merits of their case, they also understand that Defendant will assert a number of potentially dispositive defenses. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060, 2010 U.S. Dist. LEXIS 71996, at *2-4 (S.D. N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

While Plaintiffs are confident in the strength of their claims, they are also pragmatic in their awareness of the various defenses available to Defendant, as well as the risks inherent to continued litigation. Defendant has denied the allegations raised by Plaintiffs and made clear at the outset that it would vigorously defend the case, if necessary. Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all.

2. The settlement is within the range of possible recoveries and is fair, adequate, and reasonable.

The second and third *Bennett* factors are often considered together. *See Burrows*, 2013 U.S. Dist. LEXIS 189397, at *14. In evaluating the range of possible recoveries and the fairness, reasonableness, and adequacy of the settlement, “[t]he Court’s role is not to engage in a claim-

by-claim, dollar-by-dollar evaluation, but to evaluate the proposed settlement in its totality. *Lipuma*, 406 F. Supp. 2d at 1323. Here, Settlement Class Members can receive up to \$5,000 for documented losses or an estimated pro rata Alternate Cash payment of approximately \$75, together with two years of Credit and Medical/Healthcare Data Monitoring. The Settlement Fund is non-reversionary and designed to be exhausted; the amount of Cash Payment B may increase or decrease pro rata depending on Valid Claims, and any remaining balance is subject to a cy pres distribution to the Electronic Privacy Information Center under the Settlement Agreement. These benefits provide an immediate and substantial benefit to Settlement Class Members. *Columbus Drywall*, 258 F.R.D. at 559 (court found settlement fair, reasonable, and adequate, and approval warranted where there was an immediate and substantial benefit to the class). Accordingly, this Settlement is eminently reasonable, especially considering that it avoids the potential contingencies of continued litigation.

3. Continued litigation would be lengthy and expensive.

As discussed above, data breach litigation is difficult, complex, and the rapid evolution of caselaw makes outcomes uncertain. While early settlement has allowed costs to stay modest, the Settlement Agreement provides that Notice and administration expenses, fees, costs, and Service Awards will be paid from the Settlement Fund, while the costs of Prospective Relief are borne separately by Pineland. Protracted litigation would only serve to increase costs and have a potentially negative effect on class recovery, which is itself far from certain. Continued litigation would also increase the burden on the Court, without any guaranteed benefit to Plaintiffs or Settlement Class Members. “Complex litigation ... ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering meaningful relief increasingly elusive.’” *Woodward v. NOR-AM Chem. Co.*, No. Civ-94-0870, 1996 U.S. Dist.

LEXIS 7372, *62-63 (S.D. Ala. May 23, 1996) (*quoting In re U.S. Oil & Gas Litig.*, 967 F.2d at 493). Where a settlement, like here, “will alleviate the need for judicial exploration of . . . complex subjects [and] reduce litigation costs[,]” this factor weighs in favor of approval. *Lipuma*, 406 F. Supp. 2d at 1324.

4. The level of opposition supports final approval.

The Settlement Administrator received one request for exclusion and no objections. Admin. Decl. ¶¶ 22–24. The absence of objections and the minimal number of requests for exclusion support final approval of the Settlement. *See Columbus Drywall & Insulation, Inc. v. Masco Corp.*, No. 1:04-cv-3066, 2012 WL 12906499, at *3–4 (N.D. Ga. Oct. 26, 2012) (finding fact that not one objection was lodged after campaign of direct mail notice of settlement “weighs heavily in favor of settlement approval”).

Moreover, the Court should give “great weight to the recommendations of counsel for the parties, given their considerable experience in this type of litigation.” *Lunsford v. Woodforest Nat’l Bank*, No. 1:12-cv-103-CAP, 2014 WL 12740375, at *26 (N.D. Ga. May 19, 2014). Here, the Settlement has resulted from the efforts of competent, experienced counsel with extensive experience in data breach class action litigation. Mann Decl. ¶¶ 2–6. After thoroughly vetting the legal, factual, and evidentiary issues in these consolidated Actions, Class Counsel recommend approval of the Settlement.

5. Plaintiffs had sufficient information to evaluate the merits and negotiate a fair, adequate, and reasonable settlement.

The final *Bennett* factor allows a Court to consider whether “plaintiffs had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation.” *Lipuma*, 406 F. Supp. 2d at 1324. Vast formal discovery is not a requirement. *Id.*, (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1332 (5th Cir. 1977)).

This case, though at an early stage when settled, has been thoroughly investigated by counsel experienced in data breach litigation, including substantial informal discovery conducted by Plaintiffs. Mann Decl. ¶¶ 2–6, 14. Counsel’s experience and investigation, combined with the informal exchange of information during five months of early resolution discussions and through numerous meetings and calls, put Plaintiffs in a position to proficiently evaluate the case, potential judgment collectability concerns, and negotiate a settlement they view as fair, reasonable, and adequate, and worthy of final approval. *Id.* ¶¶ 15–21.

As such, the Bennett factors support final approval.

B. Certification of the Settlement Class is Warranted.

Class certification is proper if the proposed class, proposed class representative, and proposed class counsel satisfy the numerosity, commonality, typicality, and adequacy of representation requirements of O.C.G.A. § 9-11-23. Additionally, where (as in this case), certification is sought under O.C.G.A § 9-11-23(b)(3), the plaintiffs must demonstrate that common questions of law or fact predominate over individual issues and that a class action is superior to other methods of adjudicating the claim. O.C.G.A § 9-11-23(b)(3); *Amchem Prods. Inc.*, 521 U.S. at 615-16.

“A class may be certified ‘solely for purposes of settlement where a settlement is reached before a litigated determination of the class certification issue.’” *Burrows v. Purchasing Power, LLC*, No. 1:12-CV-22800, 2013 U.S. Dist. LEXIS 189397, at *3 (S.D. Fla. Oct. 7, 2013) (quoting *Lipuma v. American Express Co.*, 406 F. Supp. 2d 1298. 1314 (S.D. Fla. 2005)). Because a court evaluating certification of a class action that settled is considering certification only in the context of settlement, the court’s evaluation is somewhat different than in a case that has not yet settled. *Amchem Prods., Inc.*, 521 U.S. at 620. In some ways, the court’s review of certification of

a settlement-only class is lessened: as no trial is anticipated in a settlement-only class case, the case management issues inherent in the ascertainable class determination need not be confronted. *Id.*; see also *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 557 (N.D. Ga. 2007). Other certification issues however, such as “those designed to protect absentees by blocking unwarranted or overbroad class definitions” require heightened scrutiny an active role as a guardian of the interests of the absent class members. *Amchem Prods., Inc.*, 521 U.S. at 620. “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems...for the proposal is that there be no trial.” *Id.* The instant Settlement meets all of the requirements set forth in O.C.G.A. § 9-11-23, and for the reasons set forth below, certification is appropriate.

Class actions are regularly certified for settlement. In fact, similar data breach cases have been certified by Georgia courts—on a *national* basis—including the record-breaking settlement in *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga. July 25, 2019) (certified for settlement purposes) (affirmed on appeal 999 F.3d 1247 (11th Cir. 2021)); *In re Target*, 309 F.R.D. 482 (D. Minn. 2015) (certifying data breach class pursuant to Rule 23(b)(3) following a contested class certification motion); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040 (S.D. Tex. 2012) (certifying data breach settlement class for settlement purposes). This case should be similarly certified.

1. The Settlement Class Meets the Requirements of O.C.G.A. § 9-11-23(a).

a. *The class is so numerous that joinder of all members is impracticable.*

Numerosity requires the members of the class be so numerous that separate joinder of all members is impracticable. O.C.G.A. § 9-11-23(a)(1). To demonstrate numerosity, “plaintiffs need not prove that joinder is impossible; rather, plaintiffs ‘need only show that it would be

extremely difficult or inconvenient to join all members of the class.” *Columbus Drywall*, 258 F.R.D. at 557 (quoting *Anderson v. Garner*, 22 F. Supp. 2d 1379, 1384 (N.D. Ga. 1997)).

Here, the Parties have identified approximately 22,787 people in the proposed settlement class. Mann Decl. ¶ 12. Joinder of so many parties would certainly be impracticable. Thus, the numerosity requirement is easily satisfied.

b. Questions of law and fact common to the Settlement Class.

The second prerequisite to certification is that there exist questions of law or fact common to the class. O.C.G.A. § 9-11-23(a)(2). To demonstrate commonality, plaintiffs must demonstrate class members “have suffered the same injury” such that their claims can be productively litigated at once. *In re Equifax Inc. Customer Data Security Breach Litigation*, No. 1:17-md-2800-TWT, 2020 U.S. Dist. LEXIS 118209, at *179 (N.D. Ga. Mar. 17, 2020), citing *Sellers v. Rushmore Loan Mgmt. Servs., LLC*, 949 F.3d 1031, 1039 (11th Cir. 2019). Courts have previously addressed this requirement in the context of data breach class actions and found it readily satisfied. *In re Equifax Inc.*, 2020 U.S. Dist. LEXIS 118209, at *180 (citing *In re the Home Depot, Inc., Customer Data Security Breach Litigation*, No. 1:14-md-02583, 2016 U.S. Dist. LEXIS 200113, at *30 (N.D. Ga. Aug. 23, 2016), and finding that multiple common issues center on the defendant’s conduct, satisfying the commonality requirement); *In re Anthem, Inc. Data Breach Litigation*, 327 F.R.D. 299, 308 (N.D. Cal. 2018) (noting that the data breach complaint contains a common contention capable of class-wide resolution—one type of injury claimed to have been inflicted by one actor in violation of one legal norm).

Here also, for purposes of this settlement the commonality requirement is satisfied, as Plaintiffs and Settlement Class Members all have common questions of law and fact that arise

from the same event—the Data Incident involving Pineland. Specifically, Plaintiffs have alleged, *inter alia*, that the following questions of law and fact are common to the Settlement Class:

- whether Defendant failed to timely notify the public of the Data Incident;
- whether Defendant owed a legal duty to Plaintiffs and the Settlement Class to exercise due care in collecting, storing, and safeguarding their Private Information;
- whether Defendant’s security measures to protect their data systems were reasonable in light of best practices recommended by data security experts;
- whether Defendant’s failure to institute adequate protective security measures amounted to negligence.

Like in other data breach cases, these common issues all center on Defendant’s conduct, or other facts and law applicable to all Settlement Class Members, thus satisfying the commonality requirement for settlement purposes. *In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 U.S. Dist. LEXIS 119870, at *16-17 (W.D. Ky. Dec. 22, 2009) (“All class members had their private information stored in Countrywide’s databases at the time of the data breach”); *In re Heartland*, 851 F. Supp. 2d at 1054 (“Answering the factual and legal questions about Heartland’s conduct will assist in reaching class wide resolution.”).

c. The claims and defenses of Plaintiffs are typical of the claims and defenses of the Settlement Class.

The next prerequisite to certification, typicality, measures whether the claim or defense of the representative party is typical of the claim or defense of each member of the Settlement Class. O.C.G.A. § 9-11-23(a)(3). “[T]ypicality measures whether a significant nexus exists between the claims of the named representative and those of the class at large. *Hines v. Widnall*, 334 F.3d 1253, 1256 (11th Cir. 2003) (internal quotation omitted). Like the commonality requirement, typicality does not require all putative class members share identical claims; factual difference amongst the claims will not necessarily defeat certification. *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004). The named representatives need only share the same

“essential characteristics” of the larger class. *Id.* The typicality requirement is met in data breach class actions, such as *In re Equifax Inc. Customer Data Security Breach Litigation*, No. 1:17-md-2800, 2020 U.S. Dist. LEXIS 7841, at *183 (N.D. Ga. Jan. 13, 2020).

Here, for purposes of settlement, the typicality requirement is satisfied for the same reasons that Representative Plaintiffs’ claims meet the commonality requirement. Specifically, Plaintiffs’ claims are typical of those of the other Settlement Class Members because they arise from the same Data Incident. They are also based on the same legal theory, *i.e.*, that Defendant had a legal duty to protect Plaintiffs’ and Settlement Class Members’ PII and PHI. Because there is a “strong similarity of legal theories” between Representative Plaintiffs’ claims and the claims of the Settlement Class Members, the typicality requirement is satisfied.

d. Plaintiffs will fairly and adequately protect the interests of the class.

O.C.G.A. § 9-11-23(a)(4) requires that Plaintiffs—the representative parties—will fairly and adequately protect the interest of the class. This requirement involves a two-part test that asks: (1) whether plaintiffs have interests antagonistic to the interests of the other class members; and (2) whether the proposed class counsel has the necessary qualifications and experience to lead the litigation. *In re Tri-State Crematory Litigation*, 215 F.R.D. 660, 690-691 (N.D. Ga. 2013).

As for the first prong, for settlement purposes, the Representative Plaintiffs are members of the Settlement Class and do not possess any interests antagonistic to the Settlement Class. They provided their Private Information to Defendant and allege that such Private Information was compromised as a result of the Data Incident, as the Private Information of the Settlement Class was also allegedly compromised. Indeed, Plaintiffs’ claims are identical to the claims of the Settlement Class, and Plaintiffs and the Settlement Class desire the same outcome of the

Litigation. Plaintiffs have vigorously prosecuted the Litigation for the benefit of all Settlement Class Members. Plaintiffs have participated in the Litigation, reviewed pleadings, and taken part in the factual investigation of the case.

The second prong is also met. Proposed Class Counsel have extensive experience in class actions generally, and in data breach cases in particular. *See* Mann Decl. ¶¶ 2–6. Because Proposed Class Counsel possess substantial experience and track records in similar actions and have vigorously prosecuted the consolidated Actions to get the best result for Plaintiffs and Settlement Class Members, the adequacy requirement is satisfied.

2. The Proposed Settlement Class Meets the Requirements of O.C.G.A. § 9-11-23(b)(3).

In addition to the requirements discussed at length above, Plaintiffs must demonstrate that one of the requirements of O.C.G.A. § 9-11-23(b) is met. Here, questions of law or fact common to Settlement Class Members predominate over any individual issues, making class treatment superior to other available methods of adjudication for purposes of settling this case. *See* O.C.G.A. § 9-11-23(b)(3).

a. Common issues predominate over individualized ones in this matter.

The predominance requirement “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Prods., Inc.*, 521 U.S. at 623. “Common issues of fact and law predominate if they have a direct impact on every class member’s effort to establish liability and on every class member’s entitlement to . . . relief.” *In re Equifax*, 2020 U.S. Dist. LEXIS 7841, at *186 (quoting *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016)).

Common issues predominate here for purposes of settlement because the central liability question in this Litigation—whether Defendant failed to safeguard Plaintiffs’ Private

Information, like that of every other Settlement Class Member—can be established through generalized evidence. *See Klay v. Humana, Inc.*, 382 F.3d 1241, 1264 (11th Cir. 2004) (“When there exists generalized evidence which proves or disproves an element on a simultaneous, class-wide basis, since such proof obviates the need to examine each class member’s individual position, the predominance test will be met.”) (citation omitted). Several case-dispositive questions could be resolved identically for all members of the Settlement Class, such as whether Defendant had a duty to exercise reasonable care in safeguarding, securing, and protecting the Private Information of Plaintiffs and Settlement Class Members and whether Defendant breached that duty. The many common questions of fact and law that arise from Defendant’s conduct predominate over any individualized issues.

Other courts have recognized that these types of common issues arising from a data breach predominate over individualized issues. *In re Countrywide*, 2009 U.S. Dist. LEXIS 119870, at *26 (finding predominance where proof would focus on data breach defendant’s conduct both before and during the theft of class members’ personal information); *In re Heartland*, 851 F.Supp.2d at 1059 (finding predominance where “several common questions of law and fact ar[ose] from a central issue: Heartland’s conduct before, during, and following the data breach, and the resulting injury to each class member from that conduct”).

b. Class treatment is superior to individual litigation.

Finally, a class action is superior to other methods available to fairly, adequately, and efficiently resolve the claims of the Proposed Settlement Class. A superiority analysis involves an examination of “the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to the plaintiffs.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1183-84 (11th Cir. 2010) (internal quotation omitted). The focus is efficiency. *In re Equifax*, 2020 U.S. Dist. LEXIS 7841, at *188.

Here, resolution of numerous claims through the Litigation is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Indeed, absent class treatment in the instant Litigation, each Settlement Class Member would be required to present the same or essentially the same legal and factual arguments in separate and duplicative proceedings, the result of which would be a multiplicity of trials conducted at enormous expense to both the judiciary and the litigants. Moreover, there is no indication that Settlement Class Members have an interest in individual litigation or an incentive to pursue their claims individually, especially given the amount of damages likely to be recovered relative to the resources required to prosecute such an action. *See Dickens v. GC Servs. Ltd. P'ship*, 706 F. App'x 529, 538 (11th Cir. 2017) (“the ways in which the high likelihood of a low per-class-member recovery militates in favor of class adjudication”).

Additionally, final approval of this Settlement will give the parties the benefit of finality and the Court will avoid having to be concerned with issues of manageability relating to trial. *See Amchem Prods., Inc.*, 521 U.S. at 620 (“[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case ...would present intractable management problems...”). Class certification providing for class resolution guarantees an increase in judicial efficiency and conservation of resources over the alternative of individually litigating approximately 22,787 individual data breach cases arising from the *same* Data Incident.

As the superiority requirement is satisfied, for settlement purposes, along with all other requirements of O.C.G.A. § 9-11-23, the Court should certify the Settlement Class.

VII. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable settlement that guarantees Settlement Class Members significant relief in the form of Cash Payment A for documented

losses, Cash Payment B in the form of a pro rata Alternate Cash payment, two years of Credit and Medical/Healthcare Data Monitoring, and Prospective Relief requiring Pineland to maintain reasonable data and information security measures for at least five years from the Effective Date. The Settlement Fund is non-reversionary and designed to be exhausted. The Settlement Agreement was reached only after five months of early resolution discussions, informal discovery, numerous meetings, calls, and arm's-length negotiations, and an assessment of the *Bennett* factors weighs in favor of final approval. For these and the above reasons, Plaintiffs respectfully request this Court grant their Motion for Final Approval of Class Action Settlement.

Dated: September 4, 2026

Respectfully submitted,

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Attorneys for Plaintiffs and the Settlement Class

**KASANDRA HUNLEY, individually,
and on behalf of all others similarly
situated,**

V.

Defendant.

[illegible]

Civil Action No.: SUCV2025000251

This 4th day of September, 2026.

/s/ Andrew J. Conn

Georgia Bar No.: 732541

Attorney for Plaintiff

26

EXHIBIT 1

**IN THE SUPERIOR COURT OF BULLOCH COUNTY
STATE OF GEORGIA**

KASANDRA HUNLEY, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE
BOARD,

Defendant.

Civil Action No. SUCV2025000251

PHILLIP GREEN, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE
BOARD d/b/a PINELAND BEHAVIORAL
DEVELOPMENTAL DISABILITIES,

Defendant.

Civil Action No. SUCV2025000254

**DECLARATION OF JONATHAN S. MANN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

I, Jonathan S. Mann, being competent to testify, make the following declaration based on my personal knowledge and, where stated, upon information and belief. I declare:

Counsel Qualifications

1. I am counsel for the Plaintiffs in this action and have personal knowledge of the facts and matters stated herein.

2. I am a shareholder with the law firm of Pittman, Dutton, Hellums, Bradley & Mann, P.C. ("PDHBM"). My practice includes complex litigation, including class actions, mass torts, and

products liability matters. I have litigated complex actions since 2011, with an emphasis on consumer claims and defective products. PDHBM represents plaintiffs in complex litigation, including class actions, in federal and state courts. While our law firm is located in Birmingham, Alabama, we routinely litigate cases nationwide.

3. I am admitted to practice before all courts of the State of Alabama. I have also been admitted to practice before the United States Court of Appeals for the Eleventh Circuit, the United States District Court for the Northern District of Alabama, the United States District Court for the Middle District of Alabama, the United States District Court for the Southern District of Alabama, the United States District Court for the Northern District of Florida, the United States District Court for the Northern District of Georgia, the United States District Court for the Northern District of Indiana, the United States District Court for the Southern District of Indiana, the United States District Court for the Eastern District of Louisiana, the United States District Court for the District of Maryland, the United States District Court for the District of Massachusetts, the United States District Court for the District of Minnesota, the United States District Court for the District of New Jersey, the United States District Court for the Eastern District of New York, the United States District Court for the Southern District of New York, the United States District Court for the District of Montana, and the Superior Court of Los Angeles County, California.

4. I, alongside other PDHBM lawyers, have been appointed to leadership positions in the following class actions and multidistrict litigations (MDLs) over the past ten years, including MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (Local Facilitating Counsel for Subscriber Plaintiffs); MDL 2441, *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2595, *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (Local Liaison Counsel); MDL 2734, *In*

re Abilify (Aripiprazole) Products Liability Litigation (Plaintiffs' Steering Committee); *In re: Arby's Restaurant Group, Inc. Data Security Litigation* (Financial Institution Plaintiffs' Steering Committee); MDL 2846, *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2875, *In re Valsartan Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (Common Benefit Fund Committee), MDL 2974, *In re Paragard IUD Products Liability Litigation* (Plaintiffs' Steering Committee), *Pirani v. Medical Properties Trust, Inc.*, 2:23-cv-00486 (N.D. Ala.) (Liaison Counsel), and MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (Settlement Implementation and Administration Committee).

5. I, alongside other PDHBM attorneys, have been appointed as settlement class counsel in other data breach cases such as *Sides v. Sheffield*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2024-900745, *Williams v. Gulf Coast Pain Consultants, LLC d/b/a Clearway Pain Solutions Institute*, 3:19-cv-01659 (N.D. Fla.), *Limbaugh, et al. v. Norwood Clinic, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2022-900851, and *Kemp, et al. v. NorthStar Emergency Medical Services, Inc.*, Circuit Court, Tuscaloosa County, Alabama, Case No. 63-cv-2023-900249.00.

6. I, alongside other PDHBM lawyers, have either been appointed as settlement class counsel or have been counsel of record in other class actions in the past few years, which have resolved favorably, including *Winsouth Credit Union v. MAPCO Express, Inc. and Delek US Holdings, Inc.*, 3:14-cv-1753 (M.D. Tn.), *Bach Enterprises, Inc. v. Advanced Disposal Services South, Inc.*, Circuit Court, Barbour County, Alabama, Case No. 69-cv-2013-9000090, *In re Arby's Restaurant Group, Inc. Data Security Litigation*, 1:17-cv-514 (N.D. Ga.), MDL 2406, *In re Blue*

Cross Blue Shield Antitrust Litigation (Subscriber Plaintiffs), and *Sullen, et al. v. Vivint, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2023-903893. I am currently putative class counsel in several pending actions involving data breaches, consumer protection, antitrust, and securities fraud claims.

7. Mr. Conn and Mr. Wells also have extensive class action litigation experience, as set forth in the Conn Law and Stranch, Jennings & Garvey firm resumes attached to previous filings.

The Data Incident

8. The following is alleged in the class action complaint. Defendant Pineland Community Service Board (“Pineland” or “Defendant”) is a healthcare entity that helps children, adolescents, adults, and seniors who have mental illness, developmental disabilities, and addiction challenges to live fuller and more productive lives.

9. As a condition of receiving either healthcare or employment services, Plaintiffs and Class Members were required to and did provide Defendant with sensitive, personal and private information, including their name, birth date, signature, insurance details, contact information, government identification such as driver’s license or Social Security number, medical history/treatment, and financial information such as bank account numbers.

10. In the ordinary course of providing services to Plaintiffs and Class Members, Defendant collects and maintains their highly sensitive Private Information. If any patient refuses to provide the required Private Information, upon information and belief, Defendant is unlikely to service that individual.

11. In the notice letters sent to impacted individuals by the Data Incident, Defendant unequivocally states: “Pineland takes the event and the security of information in our care very

seriously.” Between November 24, 2024, and January 20, 2025, computer hackers compromised Defendant’s computer servers and data infrastructure which resulted in potential access to and/or acquisition of files containing Personal Information that had been collected by Defendant and stored on its servers.

12. As a result of the Data Incident, the Private Information of approximately 22,787 of Defendant’s patients was impacted and potentially compromised. Upon learning of the Data Incident, Defendant provided all potentially impacted individuals with notice thereof around August of 2025.

Procedural Posture

13. Plaintiff Hunley filed her initial class action complaint on September 12, 2025, alleging four separate counts against Defendant: (1) negligence; (2) negligence per se; (3) breach of implied warranty; and (4) unjust enrichment in the Superior Court of Bulloch County in the State of Georgia.

14. On September 19, 2025, Plaintiff Green filed a class action against Defendant in the Superior Court of Bulloch County that was materially and substantively similar, had overlapping claims, and sought to represent the same putative class of individuals for damages stemming from the Data Incident.

The Class Settlement

History of Negotiations

15. Following the filing of the two complaints, the Parties engaged in early resolution discussions over a period of five (5) months, including exchanging informal discovery and information related to the Data Incident.

16. After numerous meetings, calls, and arm's length negotiations, the Parties agreed to a Settlement in principle.

17. On January 2, 2026, the Plaintiffs filed a Notice of Settlement and Joint Motion to Stay which was subsequently granted by the Court.

18. The Settling Parties acknowledge the benefits of settling the Litigation. Absent settlement, Plaintiffs are confident that they will prevail in certifying the Class of approximately 22,787 patients. Nevertheless, Plaintiffs recognize that all litigation has risks, and that discovery, class certification proceedings, and trial will be time-consuming and expensive for both Parties. Plaintiffs also recognize the potential benefits of early resolution, not the least of which is that Settlement Class Members will receive proper identity theft protection and compensation far sooner.

19. Plaintiffs, therefore, have determined that the Settlement agreed to by the parties is fair, reasonable, and adequate.

20. Defendant also maintains that it has a number of meritorious defenses to the claims asserted in this action and denies any and all liability. Nevertheless, I believe that Defendant recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals, and the disruption to its business operations.

21. Accordingly, Defendant has stated that it believes that the Settlement set forth in the Agreement is likewise in its best interests and for the purposes of settlement, Defendant does not dispute that the Settlement Class should be certified.

Settlement Benefits

22. Defendant will fund a \$475,000.00 non-reversionary Settlement Fund. The Settlement negotiated on behalf of the class provides for three categories of relief for Settlement

Class Members: (1) a Documented Loss Payment of up to \$5,000 (Cash Payment A) or (2) a flat, *pro rata* Alternate Cash payment calculated in accordance with Section 2(i) of the Settlement Agreement (Cash Payment B); and (3) two years of Credit and Medical/Healthcare Data Monitoring. Settlement Class Members will also benefit from additional data security measures implemented and maintained by Defendant through the Settlement.

23. The Settlement Class includes approximately 22,787 individuals and is defined as: “all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.”

24. The Settlement Class specifically excludes: “(1) the Judges presiding over the Action and members of their immediate families and their staff; (2) Pineland, its subsidiaries, parent companies, successors, predecessors, and any entity in which Pineland or its parents have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.”

25. The first category of benefits provides that Settlement Class Members who submit a valid claim may receive up to \$5,000 per person for reimbursement of out-of-pocket expenses incurred as a result of the Data Incident, including documented out-of-pocket losses fairly traceable to the Data Incident, such as, but not limited to, bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.

26. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented

losses. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment B – Alternate Cash Payment.

27. In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B amount will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately \$75.00.

28. The third category of relief provides for two (2) years of Credit and Medical/Healthcare Data Monitoring, which includes credit bureau monitoring services and \$1 million in identity theft insurance coverage.

29. Enrollment in Credit and Medical/Healthcare Data Monitoring services shall be available to Settlement Class Members regardless of whether the Settlement Class Member has submitted a claim for expense reimbursement.

Release

30. The Release negotiated and agreed to in this case is tailored to the claims that have been pled or could have been pled in this case.

31. Settlement Class Members who did not exclude themselves from the Settlement Agreement will release claims against Defendant related to the Data Incident as set forth in the Settlement Agreement upon the Effective Date.

Notice

32. I believe CPT Group (“CPT”), the Court-approved Settlement Administrator, administered the Notice Program effectively pursuant to the terms of the Settlement Agreement and the Court’s order granting preliminary approval. Specifically, on June 11, 2026, CPT mailed the Postcard Notice by First Class Mail to 22,631 Class Members on the Class List.

33. In addition to direct Notice, CPT Group (the “Settlement Administrator”) established a Settlement Website where Settlement Class Members can access the Settlement Agreement, the Claim Form, the Notices, and important case documents, as well as a toll-free number by which Settlement Class Members were able to get answers to frequently asked questions through an Interactive Voice Response. The Internet URL address of the Settlement Website (www.pinelandsettlement.com) will be functional until the Settlement has been fully administered.

34. The key settlement and case documents were posted on the website for Class Members to see, including the Settlement Agreement, Preliminary Approval Order, Long-Form Notice, and Claim Form.

35. All costs associated with the Notice Program and settlement administration shall be paid from the Settlement Fund in accordance with the Settlement Agreement.

36. The Notice Program was designed and intended to reach as many potential Settlement Class Members as possible, is the best notice practicable, and was designed to meet all the criteria set forth in O.C.G.A. § 9-11-23(c)(1) and the Manual for Complex Litigation. I believe the Notice Program was very successful.

37. As such, the Notice that was provided to the Class Members comported with O.C.G.A. § 9-11-23(c)(2) and (e), the United States Constitution, and exceeded due process requirements.

Claims Process

38. I believe that all Settlement Class Members had adequate time to receive Notice, to review the terms of the Settlement Agreement, and other relevant documents and decide whether they would like to make a claim, opt out, or object.

39. The ninety-day period to submit claims provided ample time for Settlement Class Members to decide whether to make a claim for a cash payment or reimbursement of monetary losses for out-of-pocket losses. The Claims Deadline is September 9, 2026.

40. As of the date of this declaration, CPT has received a total of one thousand three hundred eighteen (1,318) Claim Forms, of which one thousand one hundred sixty-four (1,164) have been deemed valid and one hundred fifty-four (154) have been deemed invalid due to duplicate submissions, known fraudulent filers, and non-Class Members.

Exclusions

41. Out of approximately 22,787 Settlement Class Members, CPT has received only one (1) Request for Exclusion. The Opt-Out/Objection Deadline was August 10, 2026.

Objections

42. There have been no objections filed as to any of the terms of the Settlement, including the requests for fees, expenses, and service awards.

43. Class Counsel have not received any complaints or other negative reactions to their requests for fees, expenses, and service awards from any Class Members or Class Representatives.

Conclusion

44. In my opinion, the Settlement is fair, reasonable, and adequate, provides significant benefits for Plaintiffs and the Settlement Class Members, and should be granted final approval.

45. I believe this Settlement is a positive resolution for the Settlement Class and falls comfortably within the range of reasonableness and represents a fair and reasonable discount from potential recovery. It is also my opinion that the Claim Form, Summary Notice, and Long Form Notice accurately and plainly explained the Settlement Benefits and how to obtain them, offered a clear opportunity for members of the Settlement Class to exclude themselves if they so choose, and provided a mechanism for the Settlement Class to share their opinions about the Settlement with the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 4th day of September 2026, in Birmingham, Alabama.



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Attorneys for Plaintiffs and Settlement Class

EXHIBIT 2

1
2 **IN THE SUPERIOR COURT OF BULLOCH COUNTY**
3 **STATE OF GEORGIA**

4 KASANDRA HUNLEY, individually, and on
5 behalf of all others similarly situated,

6 Plaintiff,

7 v.

8 PINELAND COMMUNITY SERVICE
9 BOARD,

10 Defendant.

Civil Action No. SUCV2025000251

11 PHILLIP GREEN, on behalf of himself and
12 all others similarly situated,

13 Plaintiff,

14 v.

15 PINELAND COMMUNITY SERVICE
16 BOARD d/b/a PINELAND BEHAVIORAL
17 DEVELOPMENTAL DISABILITIES,

18 Defendant.

Civil Action No. SUCV2025000254

**DECLARATION OF ALEJANDRA
ZARATE (ON BEHALF OF CPT
GROUP, INC.) REGARDING
SETTLEMENT
ADMINISTRATION**

19 I, Alejandra Zarate declare as follows:

20 1. I am employed as a Program Manager at CPT Group, Inc. ("CPT"), the
21 Settlement Administrator jointly agreed upon by the Parties and approved by the Court for
22 the above referenced matter. The following statements are based on my personal
23 knowledge, information provided to me by counsel for the Parties, by other CPT employees
24 working on this matter, and records of CPT generated and maintained in the usual course
25 of its business. If called on to do so, I could and would testify competently thereto. I submit
26 this declaration in support of the Parties' Motion for Final Approval of Class Action
27
28

1 Settlement.

2 2. CPT has extensive experience in providing notice of class actions and
3 administering class action settlements. In the past 30-plus years, we have provided
4 notification and/or settlement administration services in thousands of class action cases.

5 **SUMMARY OF NOTICE PLAN AND ADMINISTRATIVE DUTIES**

6 3. As the Settlement Administrator in this matter, CPT was tasked with
7 providing notice and claims administration services as outlined in the Parties' Settlement
8 Agreement. (a) prepare, print and otherwise disseminate notification of the pending
9 settlement to the Settlement Class Members; (b) establish a dedicated toll-free support
10 line; (c) establish a dedicated settlement website that that will, among many things, inform
11 Settlement Class Members of the terms of the Settlement and allow them to file a claim
12 form electronically; (d) receive objections submitted by Settlement Class Members; (e)
13 receive and validate claims and requests for exclusion submitted by Settlement Class
14 Members; (f) notify the parties of Settlement Class Members who file timely requests for
15 exclusion and timely claim forms; (g) receive other communications about the settlement;
16 (h) provide secure data management and reporting; (i) file any required reports with the
17 court; (j) establish a Qualified Settlement Fund for payment of authorized claims; (k)
18 calculate the amounts due to each Settlement Class Member pursuant to the settlement;
19 (l) make payments to Settlement Class Members through the established fund and file all
20 applicable tax returns; and (m) handle any uncashed checks as directed by the court.

21 **PROVISION OF CLASS DATA**

22 4. On May 6, 2026, CPT received a spreadsheet containing the names and
23 contact information for approximately twenty-two thousand seven hundred eighty-seven
24 (22,787) individuals.

25 5. CPT scrubbed the data for anomalies and duplicates. As a result, a refined
26 master list of twenty-two thousand seven hundred fifteen (22,715) Class Members referred
27 to as the "Class List," was compiled. CPT assigned a unique ID to each record to be used
28

1 for tracking purposes throughout the course of the administration. Of the twenty-two
2 thousand seven hundred fifteen (22,715) Class Members, eighty-four (84) have an invalid
3 mailing address, CPT was unable to provide notification.

4 **TOLL-FREE NUMBER**

5 6. CPT established a case-specific 24-hour toll-free telephone number (1-888-
6 524-4835) that went live on June 11, 2026. The toll-free telephone number was included on
7 the Postcard Notice. In addition, it is listed in several locations on the Settlement Website,
8 including the footer and Contact-Us page.

9 **CASE-SPECIFIC EMAIL ADDRESS**

10 7. CPT established a dedicated case email address
11 (PinelandSettlement@cptgroup.com) and inbox which was activated on June 11, 2026. The
12 email address is listed in several locations on the Settlement Website, including the footer
13 and Contact-Us page. Class Members can use this email address to communicate with
14 CPT if they have questions about the case.

15 8. CPT established a dedicated case mailing address located at PO Box 19504,
16 Irvine, CA 92623. The case mailing address was listed on the Postcard Notice and is listed
17 in several locations on the Settlement Website, including the footer and Contact-Us page.
18 Class Members can use this mailing address to communicate with CPT or submit a claim.

19 **SETTLEMENT WEBSITE**

20 9. CPT established a dedicated Settlement Website
21 (<https://www.PinelandSettlement.com>) which went live prior to the initial mailing on June
22 11, 2026. The Settlement Website includes a Court Documents page that contains links to
23 downloadable versions of case documents, including the Settlement Agreement,
24 Preliminary Approval Order, Class Action Complaint, Long Form Notice and Claim
25 Form.

26 10. An Important Dates page on the Settlement Website lists the case deadlines
27 for submitting a Claim Form, filing a Request for Exclusion, or filing an Objection, as well
28

as the date and time of the Final Approval Hearing.

11. Additionally, the website provides a link allowing Class Members to submit a Claim Form electronically which will remain active until the deadline to submit a Claim Form (September 9, 2026).

12. As of the date of this declaration, there have been approximately seven thousand four hundred (7,400) views of the website's page, and approximately two thousand four hundred (2,400) unique visitors to the site. CPT will continue to maintain and update the Settlement Website with relevant documents, including the Final Approval Order and Judgment once entered by the Court, and other updates as necessary.

DIRECT NOTICE

13. **Postcard Notice:** On June 11, 2026, CPT mailed the Postcard Notice by First Class Mail to twenty-two thousand six hundred thirty-one (22,631) Class Members on the Class List. Prior to mailing, CPT checked all mailing addresses against the National Change of Address (NCOA) database to ensure that notices were sent to the most current addresses available. Attached hereto as **Exhibit A** is a true and correct copy of the Postcard Notice.

14. As of the date of this declaration, the United States Postal Service ("USPS") has returned a total one hundred thirty (130) Postcard Notices. For the Postcard Notices returned without a forwarding address, CPT conducted skip tracing using Accurint, one of the most comprehensive address-location tools available. Accurint utilizes hundreds of different databases supplied by credit supporting agencies, public records, and a variety of other national databases.

15. As a result of CPT's skip-trace efforts, a total of ninety-one (91) Postcard Notices have been re-mailed to date.

16. As of the date of this declaration, fifty (50) Postcard Notices have been deemed undeliverable where no forwarding address was available, and no updated address could be identified through skip tracing.

1 **CLAIMS ADMINISTRATION**

2 17. The deadline for Class Members to submit a Claim Form is September 9,
3 2026 (“Claim Deadline”).

4 18. As of the date of this declaration, CPT has received a total of one thousand
5 one hundred sixty-four (1,164) valid Claim Forms. For the one thousand one hundred sixty-
6 four (1,164) Claim Forms, the cash payment benefit was elected one thousand one hundred
7 thirty-eight (1,138) times, and the credit monitoring benefit was elected three hundred
8 thirty-nine (339) times.

9 19. **Valid Claims:** Of the one thousand, three hundred eighteen (1,318) claims
10 received, one thousand, one hundred sixty-four (1,164) have been deemed valid through
11 CPT’s claims validation process. Of the valid claims, one (1) is Cash Payment A, one
12 thousand, one hundred thirty-seven (1,137) are Cash Payment B and three hundred thirty-
13 nine (339) are Credit Monitoring. Valid Cash Payment A or B claims could also elect Credit
14 Monitoring.

15 20. **Invalid Claims:** Of the one thousand, three hundred eighteen (1,318) claims
16 received, one hundred fifty-four (154) are invalid due to duplicate submissions, known
17 fraudulent filers and non-Class Members.

18 **REQUESTS FOR EXCLUSION & OBJECTIONS**

19 21. The deadline for Class Members to exclude themselves from the Settlement
20 or file and serve a written Objection was August 10, 2026.

21 22. As of the date of this declaration, CPT has received one (1) request for
22 exclusion. The name of the individual requesting exclusion is D. Brown.

23 23. As of the date of this declaration, CPT has received no objections.

24 **ADMINISTRATION FEES**

25 24. If the Court grants final approval of the Settlement, CPT will handle further
26 steps of settlement administration in accordance with the Settlement Agreement and the
27 Court’s Order.
28

25. CPT's total costs for the notice and settlement administration of this matter are not to exceed \$36,500 through the completion of settlement administration in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of September 2026, at Irvine, California.

Alejandra Zarate

EXHIBIT A

A \$475,000 Settlement has been reached in a class action lawsuit against Pineland Community Service Board (“Pineland” or “Defendant”) regarding a cybersecurity incident (“Data Incident”) that took place from November 24, 2024, to January 20, 2025, resulting in the potential unauthorized access of Settlement Class members’ Private Information. Private Information means information collected and/or maintained by Defendant, including, but not limited to some combination of names, dates of birth, Social Security numbers, medical billing information, medical treatment information, dates of service, diagnosis information, medical record information, and guardian information. The Defendant denies any wrongdoing.

Who is Included? Records show you are a member of the Settlement Class, defined as: all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.

What does the Settlement Provide? You can file your claim online at www.PinelandSettlement.com using the CPT ID and Passcode located on the front of this postcard or download and submit by mail, postmarked by **September 9, 2026**, for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation to be reimbursed for losses related to the Data Incident for up to \$5,000 per Settlement Class Member;

OR

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of \$75; **AND**

Credit and Medical/Healthcare Data Monitoring: In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

Injunctive Relief: Defendants are implementing additional security measures following the Data Incident.

Your Cash Payment will be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked by August 10, 2026**. If you do not opt-out, you will give up the right to sue and will release Defendants and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement Agreement by **August 10, 2026**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **October 5, 2026**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees up to 1/3 of the Settlement Fund, plus reimbursement of costs, and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so.

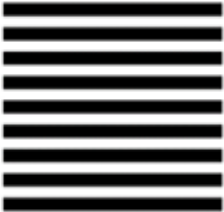
Learn more about the Settlement at www.PinelandSettlement.com, emailing PinelandSettlement@cptgroup.com or by calling toll free 1-888-524-4835.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



POSTAGE WILL BE PAID BY ADDRESSEE



CPT GROUP INC
PO BOX 19504
IRVINE CA 92623

PRESORTED
First Class
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PAID

Court-Approved Legal Notice

Hunley v. Pineland Community Service Board,
SUCV2025000251; *Green v. Pineland Community*
Service Board, SUCV2025000254

Court of Bulloch County, State of Georgia

Hunley v. Pineland Community Service Board

c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

ELECTRONIC SERVICE REQUESTED

**If your Private Information was impacted in the
Data Incident involving Pineland Community
Service Board that took place in or around
January 2025, and you were sent notice, you may
be entitled to Settlement Class Member Benefits
from a Settlement.**

*A Court has authorized this notice. This is **not** a
solicitation from a lawyer.*

www.PinelandSettlement.com

1-888-524-4835

CPT ID: «ID» 

Passcode: «Passcode»

«FullName»

«Address1» «Address2»

«City», «State» «Zip»

«IMBarCode»

Pineland Data Incident Settlement

*Complete this Claim Form to receive Alternate Cash Payment and/or Credit and Medical Healthcare Data Monitoring. Tear at perforation and return by U.S. Mail no later than **September 9, 2026**. Only one Claim Form per Class Member.*

Cash Payment A – Documented Losses: To submit a claim for Documented Loss Payment, visit the settlement website at www.PinelandSettlement.com

Cash Payment B – Alternate Cash Payment: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of \$75.

☐ By checking this box, I affirm I want to receive the Alternate Cash Payment.

Credit and Medical/Healthcare Data Monitoring - In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

☐ By checking this box, I affirm I want to receive two years of free Credit and Medical/Healthcare Data Monitoring.

Payment: A paper check will be sent to the same address as this Notice. If you prefer an electronic payment such as PayPal, Venmo or Direct Deposit, file your claim at www.PinelandSettlement.com

Your email address (**REQUIRED**): _____

**If you selected Credit and Medical/Healthcare Data Monitoring, please provide your email*

You must notify the Claims Administrator if your contact information is different from what is shown above, or of changes after you submit this form.

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature:

Date:

CPT ID:«ID» / Claimant: «FullName»