

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

FIRST CHOICE FEDERAL CREDIT UNION
and FINANCIAL HORIZONS CREDIT
UNION, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

SLIM CD, INC.,

Defendant.

Case No. 2:25-cv-01088-MRH

~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT

On June 3, 2026, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (ECF No. 39) of the Settlement between Plaintiffs First Choice Federal Credit Union and Financial Horizons Credit Union (“Plaintiffs”), on their own behalf and on behalf of the Settlement Class, and Defendant Slim CD, Inc. (“Slim CD” or “Defendant”), as memorialized in the Settlement Agreement, dated May 13, 2026 (ECF No. 32-3) (“Settlement Agreement”) submitted in connection with Plaintiffs’ Unopposed Motion for Preliminary Approval of the Settlement (ECF Nos. 30-31);¹

Pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

¹ All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement. ECF No 32-3.

On August 21, 2026, Plaintiffs filed their Motion for Final Approval of the Class Action Settlement (“Final Approval Motion”) and accompanying Memorandum of Law and supporting exhibits, and Plaintiffs filed an Application for Attorneys’ Fees, Expenses, and Service Awards and accompanying Memorandum of Law and supporting exhibits (“Fee and Expense Application”);

On September 22, 2026, at 9:30 a.m., the Court held the Final Approval Hearing to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement’s terms, all claims in the Complaint and Litigation should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of attorneys’ fees, costs, and expenses should be approved; and (f) the application for Service Awards to the Settlement Class Representatives should be approved. Prior to the Final Approval Hearing, Plaintiffs filed a declaration from Analytics LLC, the Settlement Administrator, confirming that the Notice Program was completed in accordance with the Parties’ instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval in support of or in opposition to the proposed Settlement, the award of attorneys’ fees, costs, and expenses, and Service Awards;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Slim CD, having reviewed all of the submissions presented with respect to the proposed Settlement,

having determined that the Settlement is fair, adequate, and reasonable, having considered Class Counsel's Fee and Expense Application, and having reviewed the materials in support thereof, and good cause appearing in the record, Plaintiffs' Final Approval Motion is **GRANTED**, and Class Counsel's Fee and Expense Application is **GRANTED**, and:

IT IS HEREBY ORDERED THAT:

Jurisdiction and General Findings

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all, for purposes of settlement approval only, Parties thereto, including the Settlement Class. The Court also has personal jurisdiction over the Parties and Settlement Class Members, for purposes of settlement.

2. The Settlement was entered into in good faith following arm's-length negotiations, including a full-day mediation before Steven R. Jaffe, Esq., on January 15, 2026, and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plan for allocation of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, and in the best interest of the Settlement Class.

Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

Objections and Opt-Outs

7. Zero (0) objections were filed by Settlement Class Members. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

8. One (1) Settlement Class Member timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement: Salem Five Cents Savings Bank. Salem Five Cents Savings Bank is not bound by the Settlement, this Final Approval Order and Judgment, and is not entitled to any of the benefits under the Settlement. Salem Five Cents Savings Bank shall be deemed not to be a Releasing Party.

Class Certification

9. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All financial institutions in the United States (including its territories and the District of Columbia) that issued one or more Alerted on Payment Cards.

Excluded from the Settlement Class are: (i) the Court and any immediate family members of the Court; (ii) directors and officers of Defendant; (iii) parents and subsidiaries of Defendant; and (iv) financial institutions that timely and validly request exclusion from the Settlement Class.

10. The Court determines that for settlement purposes only, the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives have and will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that Defendant has acted or refused to act on grounds that apply generally to the Settlement Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

11. The Court grants final approval to the appointment of First Choice Federal Credit Union and Financial Horizons Credit Union as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

12. The Court grants final approval to the appointment, pursuant to Rule 23(g), of Joseph P. Guglielmo of Scott+Scott Attorneys at Law LLP and Gary F. Lynch of Lynch Carpenter, LLP as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

Notice to the Settlement Class

13. The Court finds that the Notice Program, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied Rule 23(c)(2) and was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and

sufficient notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the Final Approval Hearing, and satisfied the other requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

14. The Court finds that Slim CD has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. §1715 (“CAFA”). No objections or requests for hearings have been made by any federal or state official within 90 days from the date on which Defendant fulfilled its obligations under CAFA.

Award of Attorneys’ Fees, Costs, Expenses, and Service Awards

15. The Court has considered Plaintiffs’ Fee and Expense Application.

16. The Court grants Class Counsel’s request for Service Awards and awards \$~~2,500~~⁰⁰ to each Plaintiff: First Choice Federal Credit Union and Financial Horizons Credit Union. The Court finds that this payment is justified by their service to the Settlement Class. These Service Awards shall be paid from the Settlement Fund in accordance with the Settlement.

17. Pursuant to Rule 23(h) and relevant Third Circuit authority, the Court awards Class Counsel \$666,666.67 as an award of reasonable attorneys’ fees, and \$21,082.76 in costs and expenses, to be paid from the Settlement Fund in accordance with the Settlement. The Court finds the amount of fees and expenses to be fair and reasonable.

18. This award of attorneys’ fees, costs, expenses, and Service Awards is independent of the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement.

Other Provisions

19. The Parties to the Settlement shall carry out their respective obligations thereunder.

20. Release of Released Defendant's Persons. By operation of this Final Approval Order and Judgment, without further action by anyone, upon the Effective Date, Plaintiffs and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be: (i) deemed to have fully, finally, and forever waived, comprised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Claims against Defendant and each and every one of the Released Defendant's Persons; (ii) forever barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against Defendant and each and every one of the Released Defendant's Persons; and (iii) deemed to have covenanted not to sue Defendant and each and every one of the Released Defendant's Persons on the basis of any Released Claims or to assist any person in commencing or maintaining any suit relating to any Released Claim against Defendant and each and every one of the Released Defendant's Persons. The foregoing release is given regardless of whether Plaintiffs or Settlement Class Members have: (i) executed and delivered a Claim Form; (ii) actually received the Settlement Notice; (iii) participated in the Settlement Fund; (iv) filed an objection to the Settlement or the Fee and Expense Application; or (v) had their claims approved or allowed.

21. The Released Claims are any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected,

liquidated or unliquidated, legal, administrative, statutory, or equitable, that are, were, or could have been asserted in the Litigation or the Complaint, including, but not limited to, claims that result from, arise out of, are based upon, or relate to the Data Security Incident. Released Claims do not include any claims relating to the enforcement of the Settlement.

22. Release of Releasing Parties. By operation of this Final Approval Order and Judgment, without further action by anyone, as of the Effective Date, Defendant, on behalf of itself and each of their respective heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be (i) deemed to have fully, finally, and forever waived, compromised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Defendant's Claims against Plaintiffs and each and every one of the Released Plaintiffs' Persons; and (ii) forever barred from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendant's Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against Plaintiffs and each and every one of the Released Plaintiffs' Persons.

23. The Released Defendant Claims are any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, administrative, statutory, or equitable, arising out of or relating in any way to the institution, prosecution, assertion, settlement, or resolution of the Litigation. Released Defendant's Claims do not include any claims relating to the enforcement of the Settlement.

24. Notwithstanding ¶¶ 20-23, nothing in this Final Approval Order and Judgment shall bar any action by any Party to enforce or effectuate the terms of this Settlement Agreement or this Final Approval Order and Judgment.

25. As of the Effective Date, Settlement Class Members shall be enjoined from pursuing any Released Claims against Defendant's Released Persons. The Settlement may be pleaded as a complete defense to any action asserting Released Claims.

26. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Slim CD of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Slim CD, or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

27. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature, or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all Releases in the Settlement and this Final Approval Order and Judgment), or to defend against the assertion of any Released Claims or Released Defendant's Claims in any other proceeding, or as otherwise required by law.

28. The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

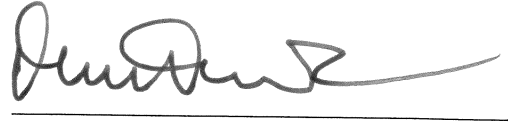
29. The Court hereby dismisses the Litigation and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment or the Settlement Agreement.

30. Consistent with the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

31. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party and resolution of any disputes that may arise relating in any way to, arising from, the

implementation of the Settlement or the implementation of this Final Approval Order and Judgment.

IT IS SO ORDERED on this 22nd day of September, 2026.

A handwritten signature in black ink, appearing to read "Mark R. Hornak", written over a horizontal line.

Hon. Mark R. Hornak
U.S. District Judge