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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

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LAZARO STERN, CELESTE ALLEN,  
LISA KUCHERRY, PETER SMITH,  
SHARON THOMPSON, and CHARLY  
BATES, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

ACADEMY MORTGAGE CORPORATION,

Defendant.

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Case No.: 2:24-cv-00015-DBB-DAO

District Judge David Barlow

Magistrate Judge Daphne A. Oberg

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Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Plaintiffs,<sup>1</sup> individually and on behalf of the proposed Settlement Class, and Defendant Academy Mortgage Corporation have entered into a Settlement Agreement that, if approved, resolves the above-captioned Action.

**BACKGROUND**

This Action arises from a Data Incident that Defendant became aware of on or about March 21, 2023, involving systems that contained information about certain customers and other individuals. In or about December 2023, Defendant began notifying individuals, including

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms in this brief have the same meanings ascribed to them in the Settlement Agreement. *See* Settlement Agreement, Section II (Definitions).

Plaintiffs and Settlement Class Members, that their information was involved in the Data Incident. Lawsuits were subsequently filed against Defendant in the United States District Court for the District of Utah.

Thereafter, all related actions were consolidated into one action. Plaintiffs filed their Second Amended Complaint on May 27, 2025, alleging various common law and statutory claims. ECF No. 74. On March 13, 2026, the parties attended a full-day mediation with Michael Ungar of UB Greensfelder LLP. No settlement was reached.

After continued, extensive litigation, on June 30, 2026, the Parties again participated in an all-day mediation overseen by Steven Jaffe of Upchurch Watson White & Max. The parties engaged in hard-fought arm's-length negotiations and eventually reached an agreement in principle on all material terms.

Plaintiffs, on behalf of themselves and the proposed Settlement Class Members, have moved without opposition for an order preliminarily approving the settlement in accordance with the Settlement Agreement and attached as **Exhibit 1** to the Motion, which, together with the exhibits attached thereto, sets forth the terms and conditions for the proposed settlement.

The Court has reviewed and considered the Motion, the Settlement Agreement and its exhibits, the record in this Action, and the applicable law.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and does hereby preliminarily approve the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Fairness Hearing described below.

2. Pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) and for purposes of this Settlement only, the Court grants provisional certification to the following Settlement Class:

All living persons residing in the United States who were notified by Defendant that their Personal Information may have been impacted by the Data Incident. The Settlement Class specifically excludes: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff; (iii) all individuals who make a timely Request for Exclusion from this proceeding using the correct protocol for opting out; and (iv) the attorneys representing the Settling Parties in the Litigation.

3. The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

4. For the purposes of the Settlement only, Plaintiffs Lazaro Stern, Celeste Allen, Lisa Kucherry, Peter Smith, Sharon Thompson, and Charly Bates are certified as the Settlement Class Representatives.

5. The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel under Federal Rule of Civil Procedure 23(a)(4): Brittany Resch of Strauss Borrelli PLLC, Anthony L. Parkhill of Barnow and

Associates, P.C., and Andrew W. Ferich of Ahdoot & Wolfson, PC.

6. The Court preliminarily finds that the proposed Settlement should be approved as: (a) the result of serious and extensive arm's-length and non-collusive negotiations; (b) falling within a range of reasonableness warranting final approval; (c) having no obvious deficiencies; and (d) warranting notice of the proposed settlement to Settlement Class Members and further consideration of the settlement at the Final Fairness Hearing described below.

7. The Final Fairness Hearing shall be held before this Court on \_\_\_\_\_, 2026 at \_\_\_\_\_ .m. at the Orrin G. Hatch United States District Court, District of Utah, 351 South West Temple, Salt Lake City, Utah 84101. At this hearing, the Court will determine: (a) whether the proposed settlement, on the terms and conditions set forth in the Settlement Agreement, is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; (b) whether the proposed Final Approval Order, as provided under the Settlement Agreement and attached thereto as **Exhibit B**, should be entered; (c) whether the Settlement Class should be finally certified for settlement purposes only; (d) whether Plaintiffs and proposed Settlement Class Counsel should be finally appointed as Settlement Class Representatives and Settlement Class Counsel; (e) the amount of attorneys' Fee Award and Costs that should be awarded to Class Counsel; and (f) any service awards to the Settlement Class Representatives that should be awarded. The Court will also hear any objections by Settlement Class Members to (a) the Settlement; (b) the Fee Award and Costs to Class Counsel; (c) service awards to the Settlement Class Representatives, as well as consider such other matters the Court deems appropriate.

8. The Court approves, as to form and content, the use of the full-length Claim Form in a form substantially similar to that attached as **Exhibit A** to the Settlement Agreement;

9. The Court approves as to form and content the Long Notice to be posted on the

Settlement Website and shall be available to Settlement Class Members by mail upon request to the Claims Administrator attached as **Exhibit C** to the Settlement Agreement.

10. The Court approves as to form and content the Short Notice with tear off claim form, substantially similar to **Exhibit D** to the Settlement Agreement.

11. The Court finds that the mailing and distribution of the Notice, substantially in the manner and form set forth in the Settlement Agreement attached as **Exhibit 1** to the Motion, (a) constitute the best Notice to Settlement Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement and of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient Notice to all persons entitled to receive such Notice; and (d) satisfy all applicable requirements of Federal Rule of Civil Procedure 23(c)(2) and (e), the Due Process Clauses under the United States Constitution, the Rules of this Court, and other applicable laws.

12. Kroll Settlement Administration is hereby appointed as the Claims Administrator, to supervise and administer the Notice Program, as well as the processing of claims as more fully set forth below.

13. No later than 30 days after entry of the Preliminary Approval Order (i.e., the Notice Deadline), the Claims Administrator will begin notifying Settlement Class Members of the Settlement with the Short Notice, substantially similar to the form attached to the Settlement Agreement as **Exhibit D**, by U.S. mail or email to all Settlement Class Members. The Claims Administrator will establish and maintain a Settlement Website throughout the Claim Period, which will contain the Long Notice and the Claim Form to either submit online or download and mail to the Claims Administrator before the Claims Deadline. The Claims Administrator will also

maintain a toll-free telephone number and P.O. Box through which Settlement Class Members can seek additional information regarding the Settlement.

14. Settlement Class Members who wish to submit a claim in the Settlement shall complete and submit a Claim Form in accordance with the instructions contained therein. Any such Claim must be postmarked or submitted electronically no later than 90 days from the Notice Deadline, i.e., by the Claims Deadline.

15. The Claim Forms submitted by each Settlement Class Member must comply with the requirements of the Settlement Agreement.

16. Any Settlement Class Member who files a Claim Form shall reasonably cooperate with the Claims Administrator, including by promptly responding to any inquiry made by the Claims Administrator, if applicable. Any Settlement Class Member who does not timely submit a Claim Form within the time provided in the Settlement Agreement (except those Settlement Class Members who opt out) are barred from receiving any benefits under the Settlement Agreement and shall be bound by the Settlement Agreement, the Final Approval Order, and the Releases therein, unless otherwise ordered by the Court.

17. Settlement Class Members will have no later than 60 days from the Notice Deadline to decide whether to exclude themselves from the Settlement. Any Settlement Class Member wishing to opt out of the Settlement Class shall comply with the requirements of Section IX of the Settlement Agreement. Settlement Class Members who exclude themselves from the Settlement shall not be eligible to receive any benefits of and/or be bound by the terms of the Settlement Agreement.

18. Any Settlement Class Member may appear in person or through counsel, at his or her own expense, at the Final Fairness Hearing to object to the Settlement. No Settlement Class

Member will be heard, and no papers submitted by any Settlement Class Member will be considered, unless the Settlement Class Member postmarks and files the objection by no later than the Objection Date and the objection complies with the requirements set forth in Section X of the Settlement Agreement. Any Settlement Class Member who fails to comply with the requirements for submitting an objection will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

19. All opening briefs and documents in support of any application by Plaintiffs and proposed Class Counsel for a Fee Award and Costs, and service awards, shall be filed and served by no later than 14 days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement. Plaintiffs shall file a Motion for Final Approval of the Class Action Settlement no later than 14 days prior to the Final Fairness Hearing.

20. At or after the Final Fairness Hearing, the Court shall determine whether any applications for the service awards and an attorneys' Fee Award and Costs should be approved. The Court reserves the right to enter a Final Approval Order approving the Settlement regardless of whether it has granted same.

21. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement, shall be the responsibility of Defendant and come out of the established Settlement Fund, as set forth in the Settlement Agreement.

22. Neither this Preliminary Approval Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant of the truth of any of the allegations in the

Action, or of any liability, fault, or wrongdoing of any kind.

23. The Court reserves the right to adjourn the date of the Final Fairness Hearing without further notice to the Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties to the Settlement Agreement, if appropriate, without further notice to the Settlement Class.

24. If the Settlement Agreement is not approved or consummated for any reason whatsoever, the Settlement Agreement and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the parties to the Settlement Agreement status quo ante.

25. Until otherwise ordered by the Court, the Court shall continue to stay all proceedings in the action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. The Court retains continuing and exclusive jurisdiction over the implementation, enforcement, and administration of the Settlement and this Preliminary Approval Order.

IT IS SO ORDERED.

Date: \_\_\_\_\_

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Hon. David B. Barlow  
United States District Judge