



## AlaFile E-Notice

69-CV-2024-900015.00

Judge: HON. BURT SMITHART

To: IRBY ROBERT BRENT  
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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

DEMETRIA WALKER V. ALFA INSURANCE CO. OF ALABAMA, INC.  
69-CV-2024-900015.00

The following matter was FILED on 4/21/2026 1:08:07 PM

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PAIGE SMITH  
CIRCUIT COURT CLERK  
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**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
 EUFAULA DIVISION**

WALKER DEMETRIA, Plaintiff,	)	
	)	
V.	)	Case No.: CV-2024-900015.00
	)	
ALFA INSURANCE CO. OF ALABAMA, INC., Defendant.	)	

**ORDER PRELIMINARILY APPROVING SETTLEMENT AND DIRECTING NOTICE TO  
 THE CLASS [PROPOSED]**

Plaintiff Demetria Walker, individually and on behalf of the certified Class and proposed Class, and Defendant Alfa Mutual Insurance Company (“ALFA”) have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Agreement. Plaintiff has filed an unopposed motion for preliminary approval of the Settlement, as set forth in the Agreement, and seeks, among other things, that the Court (1) grant preliminary approval of the Agreement; (2) direct notice to the settlement class; and (3) set a final fairness hearing.

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and for the reasons stated below, GRANTS Plaintiff’s motion for preliminary approval of the Agreement.

**IT IS HEREBY ORDERED:**

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Plaintiff, all Class Members, and ALFA.

3. The Court preliminarily approves the Agreement, and preliminarily finds the Settlement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by ALFA or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by ALFA. ALFA shall retain all rights to assert that the Action may not be certified as a class action except for settlement purposes. Neither the 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 the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons, except that ALFA may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

4. The Court approves, as to form and content, the Class Notice.

5. The Claims Deadline, Objection Deadline, Opt-Out Deadline and the date of the Final Fairness Hearing shall be added to the Short Form Notice before it is sent to Settlement Class Members.

6. The Court finds the Class Notice constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who can be identified through reasonable effort and constitutes valid and sufficient notice to all

Persons entitled thereto, complying fully with the requirements of due process.

7. The Court approves the Class Notice, the content of which is without material alteration from the Long Form Notice, Short Form Notice and Claim Form exhibits to the Agreement. Directs mailing of the Mailed Notice by first-class mail to the last-known address for each such Person as set forth in the Agreement, and, for Mailed Notices returned, directs the Claims Administrator to follow the procedures set forth in the Agreement. Directs sending of the Email Notice to the last-known email addresses for each such Person as set forth in the Agreement to the extent these email addresses are kept by ALFA.

8. The Court approves the Claim Form, the content of which is without material alteration from Exhibits A to C to the Agreement for distribution to and/or use by potential Settlement Class Members.

9. The Submission Deadline after which the Claim Forms shall be deemed untimely shall be fourteen (14) days after entry of the Final Approval Order

10. The Court approves the settlement website as described in the Agreement, which may be amended during the course of the settlement as appropriate and agreed to by the Parties, and which shall be maintained for at least 100 days after the Claims Submission Deadline.

11. The Court appoints A.B. Data Ltd. as the Claims Administrator.

12. Prior to the Class Notice mailing, the Claims Administrator will create an informational website. The website will provide the Agreement, Postcard Notice, Long Form Notice, Claim Form, Preliminary Approval Order, and frequently asked questions.

13. The Court directs the Claims Administrator to maintain a toll-free VRU

telephone system containing recorded answers to frequently asked questions, along with an option permitting potential Settlement Class Members to record a message to be returned by the Claims Administrator.

14. Each Settlement Class Member who wishes to exclude himself or herself from the Settlement Class must submit an appropriate, timely request for exclusion, postmarked no later than 30 days prior to the Final Approval Hearing. Any exclusion must be exercised individually by a Settlement Class Member or Legally Authorized Representative, not as or on behalf of a group, class, or subclass.

15. Any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member never received actual notice of the Action or this Proposed Settlement.

16. Each Settlement Class Member who has not submitted a timely request for exclusion from the Settlement Class, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or any term or aspect of the Proposed Settlement or to intervene in the Action, must follow the procedures set forth in the Agreement, and any objection must be postmarked no later than 30 days prior to the Final Approval Hearing.

17. The right to object to the Proposed Settlement or to intervene must be exercised individually by a Settlement Class Member or his or her attorney or Legally Authorized Representative, and not as a member of a group, class, or subclass.

18. The Claims Administrator shall receive requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications, and

only the Claims Administrator, counsel for the Parties, the Parties, the Court, the Clerk of the Court, and their designated agents shall have access to these documents, except as otherwise expressly provided in the Agreement.

19. The Claims Administrator shall promptly furnish to Class Counsel and Counsel for Defendant copies of any and all objections, written requests for exclusion, motions to intervene, notices of intention to appear, or other communications that come into its possession, as set forth in the Agreement.

20. The Court hereby stays all proceedings in the Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.

21. The Court preliminarily finds, for the sole purpose of settlement, that the requirements of Alabama Rule of Civil Procedure 23 have been met as to the Settlement Class, as defined in the Agreement, in that the Class, which numbers approximately 55,000 is sufficiently numerous such that joinder is impracticable, there are questions of law and fact common to the Settlement Class Members, Plaintiff Walker's claims are typical of absent Class Members, Class Counsel and Plaintiff Walker are adequate representatives, the aforementioned common questions of law and fact predominate over any individualized questions, and class adjudication is superior to any alternative forms of adjudication. As such, the Court preliminarily certifies the proposed Settlement Class, and preliminarily appoints Plaintiff Walker as Class Representative, and preliminarily appoints R. Brent Irby of Irby Law, LLC and Edmund A. Normand, Alex R. Couch, and Christopher M. Hudon of Normand PLLC as

Class Counsel.

22. The Court preliminarily finds that the settlement of the lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of (i) the parties' arm's-length settlement negotiations; (ii) the lack of evidence that the settlement was obtained by fraud or collusion; (iii) the complexity, expense, and likely duration of the litigation; (iv) the stage of the proceedings and discovery completed to support the proposed settlement; and (v) the opinion of competent counsel supporting the settlement.

23. Having considered the proposed Settlement in light of the aforementioned factors, this Court finds as a preliminary matter that the terms of the Settlement are sufficiently fair, reasonable, and adequate such that providing Class Notice to the Settlement Class and providing them the opportunity to respond and/or voice any objections is justified.

24. A hearing shall be held on **July 20, 2026, at 9:30 am**, for the purpose of determining (a) whether the proposed Settlement as set forth in the Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment, granting final approval of the Agreement and dismissing the Action with prejudice should be entered; (c) whether the Class Representative should receive an incentive award and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

25. Any application by Class Counsel for Attorneys' Fees and Costs, and all papers

in support thereof, and any application for a Class Representative Award, shall be filed with the Court at least twenty-one (21) days prior to the Final Approval Hearing.

26. All other papers in support of the Settlement or responding to objections or motions to intervene shall be filed at least ten (10) days prior to the Final Approval Hearing.

27. Unless otherwise ordered by the Court, any Settlement Class Member who does not make an objection in the manner provided for herein, shall be deemed to have waived such objection and shall be foreclosed from making any objection to the foregoing matters.

28. The Court may adjourn the Final Approval Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice as to ALFA and against the Named Plaintiff and the Class Members at or after the Final Approval Hearing and without further notice to the Class Members.

29. Pending final determination as to whether the Settlement, as set forth in the Agreement, should be approved, no Settlement Class Member shall commence, prosecute, pursue, or litigate any Released Claims against any Released Person, whether directly, representatively, or in any capacity, and regardless of whether or not any such Settlement Class Member has appeared in the Action.

30. The following schedule is established to guide the Parties in conducting the

Notice and claims administration process:

**PRELIMINARY SCHEDULE**

<b>Action</b>	<b>Deadline</b>
Entry of the Preliminary Approval Order	
ALFA provides class list to Claims Administrator	Within twenty-one (21) days after entry of the Preliminary Approval Order
Deadline for Claims Administrator to initiate mailing of Postcard Notice, which will be in the form set forth in Exhibit B	Within forty (40) days of the entry of the Preliminary Approval Order
Deadline for Claims Administrator to send out additional notice	Date suggested by the Claims Administrator
Deadline for Class Members to opt-out of the Agreement	Thirty (30) days prior to the Final Approval Hearing
Deadline to file Unopposed Motion for Fees and Costs	Twenty-eight (28) days prior to Final Approval Hearing
Deadline to file Unopposed Motion for Final Approval	Twenty-eight (28) days prior to Final Approval Hearing
Deadline for Class Members to object to Agreement	Twenty-one (21) days prior to Final Approval Hearing
Deadline for Parties to file any response to any objection	Seven (7) days before Final Approval Hearing
Final Approval Hearing Date Effective Date	Thirty (30) days after the Final Approval Order
ALFA to pay Class Counsel's Fees and Costs and Class Representative Award	Five (5) days after the Effective Date
Deadline for Class Members to file claims ("Claims Deadline")	Fourteen (14) days after Final Approval Order
Deadline for Payments to Class Members by ALFA	Ninety (90) days after the Effective Date

**DONE this 21<sup>st</sup> day of April, 2026.**

**/s/ BURT SMITHART**  
**CIRCUIT JUDGE**