

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

ALLEN SUPERIOR COURT
CAUSE NO: 02D01-2112-PL-000521

WILLIAM WOODS, KATERINA)
BOBAY, and DAVID BOBAY,)
individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

THREE RIVERS FEDERAL)
CREDIT UNION,)

Defendant.)

FINAL APPROVAL ORDER

This matter is before the Court on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement, and the Court, being duly advised, now finds and orders as follows:

RECITALS

WHEREAS, Plaintiffs and Defendant, by their respective counsel, entered into the class action Settlement Agreement and Release filed with the Court on January 2, 2024 (the “Settlement”);

WHEREAS, Plaintiffs and Defendant applied pursuant to Rule 23 of the Indiana Rules of Trial Procedure for an order certifying the class and preliminarily

approving the proposed Settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement;

WHEREAS, on January 10, 2024, the Court entered the Preliminary Approval Order and certified the following Settlement Classes:

“APSN Class” shall mean those current and former customers of Defendant who were charged and not refunded an APSN fee¹ during the Class Period.²

“Multiple NSF Class” shall mean those current and former customers of Defendant who were assessed and not refunded Multiple NSF Fees³ during the Class Period.

“Overdraft Transfer Class” shall mean those current and former customers of Defendant who were assessed and not refunded Overdraft Transfer Fees⁴ during the Class Period.

“Phantom Transfer Class” shall mean those current and former customers of Defendant who were assessed and not refunded Phantom Transfer Fees⁵ during the Class Period.

¹ “APSN Fee” shall mean an OD Fee that Defendant charged and did not refund on signature point-of-sale debit card transactions when there was a sufficient balance at the time the transaction was authorized, but an insufficient balance at the time the transaction was presented to Defendant for payment and posted to a customer’s account.

² “Class Period” means October 4, 2011, through September 30, 2023.

³ “Multiple NSF Fees” shall mean NSF Fees that were charged by Defendant during the Class Period for ACH and check transactions that were re-submitted by a merchant after being rejected for insufficient funds.

⁴ “Overdraft Transfer Fees” shall mean OD Fees that were charged by Defendant during the Class Period on a transfer that did not prevent an overdraft.

⁵ “Phantom Transfer Fee” shall mean an OD Fee or NSF Fee assessed as a result of a merchant verification process wherein a tiny amount is deposited into a customer account and then withdrawn by the merchant.

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order: (1) the Settlement Administrator caused the Notice to be emailed or mailed by United States First Class Mail to all known members of the Classes; and (2) the affidavit of the Settlement Administrator filed with this Court demonstrating compliance with the notice requirements and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Settlement Administrator's declaration states that no Class Members requested exclusion from the Classes and no Settlement Class Members objected to the Settlement;

WHEREAS, on May 13, 2024, this Court held a Final Approval Hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Classes, and also on the requests for payment of Class Counsel's attorneys' fees and expenses and the Class Representative Service Awards; and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of any persons who chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in the lawsuit, the benefits to the Classes under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiffs and Defendant in this case.

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order, including the certification of the Settlement Classes.

4. The Plaintiffs and Class Counsel fairly and adequately represent the interests of the Classes in connection with the Settlement.

5. The Settlement is the product of good faith, arm's-length negotiations by the Plaintiffs and Class Counsel, and Defendant and Defendant's Counsel, and the Classes and Defendant were represented by capable and experienced counsel. A mediator aided the negotiations.

6. The form, content, and method of dissemination of the Notice given to the Class Members were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Trial Rule 23 and Due Process.

7. The Settlement is fair, reasonable, and adequate and in the best interests of the Classes and is approved in all respects. The Court hereby directs the Plaintiffs,

the Classes, Class Counsel, Defendant, and Defendant's Counsel to effectuate the Settlement according to its terms.

8. The Settlement Agreement provides for certain benefits to Settlement Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the Parties are authorized to implement that distribution after deductions for fees, expenses, and the Service Award as approved by the Court.

9. The Court shall have continuing jurisdiction over the Settlement Fund.

10. Upon the occurrence of the Effective Date of the Settlement, the releases provided for in the Settlement shall become effective and binding on all of the parties and all of the Settlement Class Members.

11. Trial Rule 23(D) requires that "[t]he court shall allow reasonable attorney's fees and reasonable expenses incurred from a fund recovered for the benefit of a class under this section." Class Counsel has applied for approval of fees and expenses by separate motion, and the Court will address approval of fees and expenses by separate order.

12. This Order is a final judgment because it disposes of all claims against all Parties to this lawsuit. The Court retains jurisdiction over the Settlement Agreement, the Parties to the Settlement Agreement and the Settlement Class

Members, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

SO ORDERED this May 13, 2024

A handwritten signature in black ink, appearing to read "David Avery", written over a horizontal line.

Hon. David Avery, Judge (Special)
Allen Superior Court No. 1

Distribution to all counsel of record via IEFS.