

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

**JOSEPH SELF AND MALINDA SELF,
on behalf of themselves and all others
similarly situated,**

PLAINTIFFS

v.

Case No. 4:24-cv-00142-LPR

CADENCE BANK

DEFENDANT

PRELIMINARY APPROVAL ORDER

Plaintiffs, Joseph and Malinda Self, and Defendant, Cadence Bank, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiffs have moved the Court to certify the Settlement Class under Federal Rules of Civil Procedure 23(a) and (b)(3), to grant preliminary approval to the Settlement under Federal Rule of Civil Procedure 23(e), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the Motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

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 Class Representatives and Defendant in the above-captioned case (the “Parties”).
3. For the reasons set forth in Doc. 24 (and incorporated herein by reference), the Court finds that, solely for the purposes of settlement and notice, the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been met:
 - a. The Class is so numerous that joinder of all members is impracticable, as there are thousands of Class Members;

- b. There are questions of law or fact common to the Class based upon the claims raised in the lawsuit relating to the APSN Fees;
- c. The claims of the Class Representatives are typical of the claims of the Class because they arise from the same fee processing protocols;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class;
- e. Questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, as the specific claims center on standardized fee processing protocols;
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the claims are numerous but each claim individually is not large.¹

4. The Court therefore **CERTIFIES** the following Plaintiff Class for settlement purposes only:

All current and former holders of Cadence Bank checking Accounts who, between January 11, 2019 through November 15, 2023 (the “Class Period”), were assessed at least one overdraft fee that Defendant charged on a Point-of-Sale debit card transaction that the customer initiated with a positive balance but settled into a negative balance during the Class Period, and which overdraft fee was not subsequently refunded (an “APSN Fee”).

Excluded from the Settlement Class are: (i) Defendant, its parent, subsidiaries, affiliated entities, and directors; (ii) all Settlement Class members who make a timely election to be excluded; (iii) current and former holders of Cadence Bank checking accounts who are or were represented separately by other counsel and have entered into separate individual settlement agreements prior to the Opt-Out Deadline related at least in part to APSN fees assessed during the Class Period; and (iv) all judges assigned to this litigation and their immediate family members.

¹ These rulings are preliminary in nature and will only become final after notice and a hearing.

The Court appoints Joseph and Melinda Self as Class Representatives, and the Court appoints Lynn A. Toops of Cohen & Malad, LLP, and Randall K. Pulliam of Carney, Bates & Pulliam, PLLC, as Class Counsel.

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case.² The court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Verita LLC, as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement. Subject to approval of invoices by Class Counsel, the Settlement Administrator and Ankura Consulting Group, LLC are authorized to be paid for services as provided in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at 9:00 a.m., on May 9, 2025, in Courtroom 1D at 500 West Capitol Avenue, Little Rock, AR 72201, or via video or teleconference, for the purpose of: (i) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (ii) determining whether a Final Approval Order should be entered; and (iii) considering Class Counsel’s application for an award of attorneys’ fees and expenses and any service awards from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and

² See *supra* note 1.

without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions, or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized

to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

13. Not more than ten (10) days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a Notice of Settlement Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Agreement, and Class Counsel shall promptly file the list with the Court.

14. Prior to the Final Approval Hearing, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

16. The Court retains Jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

IT IS SO ORDERED this 16th day of January 2025.



LEE P. RUDOFSKY
UNITED STATES DISTRICT JUDGE