

**IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
ROCK ISLAND COUNTY, ILLINOIS**

DEANNA RIVERA, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

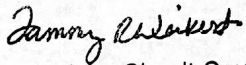
IH MISSISSIPPI VALLEY CREDIT UNION,

Defendant.

Case No.: 2019 CH 299

FILED in the CIRCUIT COURT
of ROCK ISLAND COUNTY
CIVIL DIVISION

JAN 26 2023


Clerk of the Circuit Court

FINAL APPROVAL ORDER AND JUDGMENT

On January 26, 2023, at the Circuit Court of the Fourteenth Judicial Circuit, Rock Island County, Illinois, this Court held a hearing to consider Plaintiff's unopposed motion for final approval of class action settlement and application for attorneys' fees and costs. Having considered Plaintiff's motion and the other pleadings and papers on file in this action, the Court finds and determines as follows:

1. The settlement is in all respects fair, reasonable, and adequate and should therefore be approved. Accordingly, the Court issues this Final Approval Order and Judgment approving the settlement and retaining jurisdiction for purposes of overseeing the administration and implementation of the settlement.

2. In its September 13, 2022, Order Granting Motion for Preliminary Approval ("Preliminary Approval Order"), this Court certified under 735 ILCS 5/2-801, *et seq* a Class consisting of "current or former members of Defendant who were assessed APPSN Fees or Retry Fees." Agreement at ¶ 1(e).

"APPSN Fees" means "overdraft fees that were charged and not refunded from January 1, 2018 to April 30, 2019, on signature Point of Sale debit

card transactions where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a member's account, and "Retry Fees" means "overdraft and/or returned item fees that were charged and not refunded from December 1, 2012 to April 30, 2019, for Automated Clearing House (ACH) and check transactions that were re-submitted by a merchant after being returned by Defendant for insufficient funds.

3. The Court now affirms its decision certifying this class, which consists of approximately 20,300 people. The Court finds that the requirements of numerosity, commonality, typicality, adequacy, predominance, superiority, and the other requirements of class certification have been met.

4. This Order incorporates by reference the Preliminary Approval Order and the Settlement Agreement executed by Plaintiff and by Defendants ("Settlement Agreement"), including the definitions contained therein. All terms used in this Final Order and Judgment shall have the same meaning as set forth in the Settlement Agreement and Preliminary Approval Order.

5. The Court has personal jurisdiction over the parties and the Class Members, venue is proper, the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Order and Judgment. Without in any way affecting the finality of this Final Order and Judgment, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order and Judgment, and for any other necessary purpose.

6. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Litigation") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties engaged in extensive litigation before this Court. Counsel for the Parties therefore were well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

7. The Court hereby reaffirms its findings and conclusions in the Preliminary Approval Order and further finds that the prerequisites for a class action under 735 ILCS 5/2-801 have been satisfied for settlement purposes for each Class Member in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class, which predominate over any questions affecting any individual member of the Class; (c) Named Plaintiff's claims are typical of those of the class members and Named Plaintiff has and will continue to fairly and adequately represent and protect the interests of the Class for purposes of entering into the Settlement Agreement; and (d) a class action is an appropriate method for the fair and efficient adjudication of the Litigation and is superior to other available methods for the fair and efficient resolution of this controversy.

8. Pursuant to 35 ILCS 5/2-806, this Court hereby finally certifies the Class, as identified in the Settlement Agreement.

9. The Court also reaffirms its findings and conclusions in the Preliminary Approval Order and finally appoints KalieGold PLLC as Class Counsel for the Class.

10. The Court finally designates the Named Plaintiff (*i.e.*, Deanna Rivera) as the Class Representative.

11. The Court finds that the distribution of the Notices and the notice methodology were properly implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and Class members have received the best notice practicable under the circumstances of the pendency of this action, their right to opt out, their right to object to the settlement, and all other relevant matters. The notices provided to the class met all requirements of due process, 735 ILCS 5/8-2001, *et seq.*, and any other applicable law.

12. The notices advised Class Members of their rights to exclude themselves from the settlement or objection to the terms of the Settlement Agreement, including Plaintiff's application for attorneys' fees and costs, and the proposed incentive award to the Named Plaintiff. The notices also advised Class Members of the deadline to submit requests for exclusion and objections. There were no objections to the Settlement Agreement. ^{Thru} ~~One~~ Class Member, Gilda C. Cavazos, opted-out of the Settlement Agreement.
William Lamb
Clifford Gumoles

13. The Court finds that the terms and provisions of the settlement as set forth in the Settlement Agreement have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, adequate, in the best interests of the Class, and in full compliance with all applicable requirements of 735 ILCS 5/8-2001, *et seq.*, and any other applicable law or due process requirements. The parties to the Settlement Agreement are hereby directed to consummate the Settlement Agreement in accordance with the terms and provisions of the Settlement Agreement. Plaintiff, the Class, and Defendant are hereby bound by the terms of the settlement as set forth in the Settlement Agreement.

14. Upon the Effective Date of the Settlement Agreement, Plaintiff and each member of the Class, whether or not he, she, or it objected to the Settlement Agreement, except those who

have timely requested exclusion from the Class, shall be deemed to have for itself, himself, or herself and for any assigns, agents, attorneys, and heirs, jointly and severally, expressly released and forever discharges Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Named Plaintiff and Class Members now have, own or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Complaint, and any other claims relating to APPSN Fees or Retry Fees assessed against said Class Members. Defendant agrees to release Named Plaintiff from any and all claims that arise out of and/or relate to the facts and claims alleged in the Complaint, and any other claims relating to APPSN Fees or Retry Fees.

15. This Order shall be the Final Judgment in this action. The Court shall retain jurisdiction for purposes of enforcing the terms of this Judgment. The Court finds that the plan of allocation of the Settlement Fund is fair, reasonable, and adequate.


16. The Court hereby approves the incentive payment of \$10,000 to Plaintiff Rivera for serving as the Class Representative. The Court further approves the payment to Class Counsel for the aggregate sum of attorneys' fees and litigation expenses equal to the amount of 33.33% of the total Value of the Settlement, in an amount of \$563,224. The Court further approves the reimbursement of litigation costs to Class Counsel in the amount of \$466.28.

17. Neither the Settlement Agreement nor this Order and Final Judgment shall constitute any evidence of, or an admission of liability by any Party.

18. This Court expressly retains jurisdiction, notwithstanding entry of this Order and Final Judgment, over all matters relating to the administration, consummation, interpretation, and enforcement of the Settlement Agreement, and of this Order and Final Judgment, and for any other necessary purpose.

19. There being no just reason for delay, the Court hereby directs that this Order and Final Judgment be entered by the Clerk of the Court as the Final Order and Judgment of the Court in this action.

SO ORDERED this 26 day of JAN, 2023.

A handwritten signature in black ink, appearing to read "Hon. Judge Darrow", written in a cursive style.

Hon. Judge Darrow