

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.)

PRELIMINARY APPROVAL ORDER

Plaintiffs William Woods, Katerina Bobay, and David Bobay, and Defendant Greenfield Banking Company, by their respective counsel, have submitted a class action Settlement Agreement and Release (the “Settlement”), and Plaintiffs have moved under Rule 23 of the Indiana Rules of Trial Procedure for an order: (1) preliminarily approving the terms and conditions set forth in the Settlement Agreement, (2) certifying the Settlement Classes for purposes of providing notice to the Classes, (3) approving the form and method of notice to the Classes, and (4) scheduling a final approval hearing to consider final approval of the Settlement Agreement. The Court has given due consideration to the terms of the Settlement, the exhibits to the Settlement, the submissions in support of

preliminary approval of the Settlement, and the record of proceedings, and now finds that the proposed Settlement should be preliminarily approved pending notice to Class Members and a final hearing on whether the Settlement is fair, reasonable, and adequate to the Classes.

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 Plaintiffs and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that, solely for the purposes of settlement and notice, the requirements of Rule 23(A) and 23(B)(3) of the Indiana Rules of Trial Procedure have been met, specifically:
 - a. Each 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 classes based upon the claims raised in the lawsuit;
 - c. The Plaintiffs’ claims are typical of the claims of the classes;
 - d. The Plaintiffs and Class Counsel will fairly and adequately protect the interests of the classes;
 - e. Questions of law and fact common to the class members

predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.

4. The Court therefore **CERTIFIES** the following Plaintiff 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.

The Court appoints Plaintiffs as Class Representatives and their counsel as Class Counsel.

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.

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

6. The proposed Notice of Class Action Settlement in the form attached to the Settlement, and the manner of distribution of such Notice by email and/or direct mail, are hereby approved by this Court as the best notice practicable to the Classes. The form and manner of notice proposed in the Settlement comply with Rule 23 of the Indiana Rules of Trial Procedure and the requirements of Due Process.

7. Pursuant to Rule 23 of the Indiana Rules of Trial Procedure, a final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned on April 11 __, 2024, at 2:00 ~~am~~/p.m. at the courtroom of the undersigned Judge, or by videoconference or telephone conference (if later set for such by the Court), for the purpose of: (a) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel’s application for an award of attorneys’ fees and costs

pursuant to Rule 23 of the Indiana Rules of Trial Procedure. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Classes, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Classes.

8. The Settlement Administrator shall email and/or mail, or cause to be sent to each Class Member (in accordance with the Settlement Agreement) a copy of the Notice in the form attached to the Settlement. Notice shall be sent in the manner set forth in the Settlement.

9. Class Members shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must: (i) state that the Class member wishes to “opt-out” or request “exclusion” from the Class; (ii) contain the full name, current address, and telephone number of the person requesting exclusion; (iii) contain the title of the Lawsuit: “*Woods v. Three Rivers Federal Credit Union*;” (iv) be signed by the person requesting exclusion; and (v) be sent to the Settlement Administrator by U.S. mail with a postmark on or before the Bar Date to Opt Out as defined in the Settlement. Members of the Class who submit a timely and valid request for exclusion from the Class shall not participate in and shall not be bound by the Settlement. Members of the Class who do not timely and validly opt out of the Class in accordance with the Notice shall be bound by all

determinations and judgments in the action concerning the Settlement.

10. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the Lawsuit: “*Woods v. Three Rivers Federal Credit Union*” with the case number (iii) state the reasons for the Class member’s objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the Class member intends to offer in support of the objection; (v) be signed by the Class member; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than the Bar Date to Object as defined in the Settlement Agreement to the Settlement Administrator. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she must file with the Court and serve on Class Counsel and Counsel for the Defendant a Notice of Intention to Appear before the Final Approval Hearing.

11. Any member of the Settlement Classes who does not make his or her objection known in the manner provided in the Settlement and 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.

12. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement 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, and must meet the requirements of the Indiana Rules of Civil Procedure.

13. 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 the Marion County Superior Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant in accordance with the Indiana Rules of Trial Procedure.

14. Prior to filing of the motion for final approval, the Settlement Administrator shall prepare a Notice of Settlement Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement, and the Settlement Administrator shall promptly forward a copy of the Notice of Settlement Exclusions to Class Counsel and Defense counsel, who shall provide the information to the Court.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Plaintiffs 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.

SO ORDERED this January 10, 2024



Hon. David Avery, Judge
Allen Superior Court No. 19

Distribution to all counsel of record via IEFS.