



final approval hearing to consider final approval of the Settlement Agreement. The Court has given due consideration to the terms of the Settlement Agreement, the exhibits to the Settlement Agreement, the submissions in support of preliminary approval of the Settlement Agreement, and the record of proceedings, and now finds that the proposed Settlement Agreement should be preliminarily approved pending notice to the members of the Settlement Class and a final hearing on whether the Settlement Agreement is fair, reasonable, and adequate to the Class.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement between Class Representatives and Defendant.
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. The Court finds that, solely for the purposes of settlement and notice, the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been met, specifically:
  - 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;

- c. The Class Representatives' claims are typical of the claims of the class;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the class;
- 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.

Neither this Order nor the above paragraph may be cited as authority or precedent by either Party and shall not stand as support of a motion for class certification in any other case where certification is contested.

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

All members of Defendant who, while members of Defendant, have been charged an APPSN Fee or a Futile ODT Fee during the Class Period.<sup>1</sup>

Excluded from the Class are Defendant's current and former officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns. Also excluded are any judges who have presided over this matter and their immediate families and judicial staff.

4. For purposes of the Settlement only, the Court finds and determines that it will likely find at the final approval stage, pursuant to Federal Rule of Civil

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<sup>1</sup> APPSN Fee means an overdraft fee charged on a debit card transaction that was authorized into a positive balance and settled into a negative balance. Futile ODT Fee means an overdraft transfer fee that was charged on a transfer which did not prevent an overdraft fee from being assessed. The Class Period is defined in the Settlement Agreement as June 28, 2016 to December 1, 2021.

Procedure Rule 23(a)(1), that Plaintiffs Shirley Lloyd and Victoria Miller will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and therefore appoints them as the Class Representatives.

5. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement:

Chris Weldy, Esq.  
WELDY LAW FIRM, PLLC  
1438 North State Street  
Jackson, MS 39202

Jeffrey D. Kaliel, Esq.  
Sophia G. Gold, Esq.  
KALIELGOLD PLLC  
1100 15<sup>th</sup> Street NW 4th Floor  
Washington, DC 20005

The Court finds that based on the record evidence submitted to it, Class Counsel has done extensive work to identify and investigate the potential claims in this Action (*see* Dkt. No 53 at ¶¶ 30-31); Class Counsel has ample experience in handling class actions and complex actions such as this one (*id.* at ¶¶ 2-5); Class Counsel is knowledgeable of the applicable law given their experience in other class actions raising the same claims as this one (*id.* at ¶¶ 4, 31, 57) as well as the specific law of Mississippi (*id.* at ¶5); and Class Counsel has and will continue to devote substantial time and necessary resources to this litigation representing the class (*id.* at ¶56).

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

7. The proposed Notice of Class Action Settlement in the form attached to the Settlement Agreement as Exhibit “B,” 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 Class. The proposed long form notice attached to the Settlement Agreement as Exhibit “B-1” and the manner of distribution of such by posting to the settlement website are hereby approved by the Court. The form and manner of notice proposed in the Settlement Agreement comply with the Federal Rules of Civil Procedure and the requirements of Due Process.

8. Pursuant to the Federal Rule of Civil Procedure 23(e), a final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned on **August 2, 2022, at 9:30 a.m.**, at the United States District Court for the Southern District of Mississippi, Courtroom 806, in Gulfport, Mississippi, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Agreement 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 pursuant to Federal Rule

of Civil Procedure 23(h). 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 Agreement, with or without minor modification and without further notice to the Class.

9. The Settlement Administrator shall email and/or mail, or cause to be sent to each member of the Settlement Class (in accordance with the Settlement Agreement) by the latter of thirty (30) days of receiving the Class List or fourteen (14) days of this Order, a copy of the Notice in the form attached to the Settlement Agreement as Exhibit “B.” Notice shall be sent in the manner set forth in the Settlement Agreement.

10. Members of the Settlement Class 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: “*Lloyd v. Keesler 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 “Exclusion Deadline” as defined below.<sup>2</sup> Members of the Settlement Class who submit a timely and valid request for exclusion from the Class shall not participate

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<sup>2</sup> The Exclusion Deadline shall be the date set forth in the schedule below as opposed to the date set forth in the Settlement Agreement. This revised schedule increases the amount of time for class members to opt out or object to the Settlement to 60 days.

in and shall not be bound by the Settlement Agreement. Members of the Settlement 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 Agreement.

11. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the Lawsuit: “*Lloyd v. Keesler Federal Credit Union*” (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 “Objection Deadline” (as defined in the Settlement Agreement) to the Settlement Administrator.

12. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement 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 Agreement.

13. 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.

14. 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 in accordance with the Federal Rules of Civil Procedure and the Court's Local Uniform Civil Rules.

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

16. 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, in accordance with the deadlines set forth below.

17. Defendants have agreed to pay \$3,000,000 as the Settlement Fund, which is required to be paid into the Escrow Account 14 days following entry of this Order approving this Settlement to be held for the benefit of the Settlement Class and subject to further Court order.

18. 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 Agreement shall be vacated.

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

20. Accordingly, the Unopposed Motion [52] for Preliminary Approval is **GRANTED**, and the Court sets the following schedule of events:

<u>Event</u>	<u>Date</u>
<b>Notice Program Complete (including Initial Mailed Notice and the Notice Re-Mailing Process)</b>	May 4, 2022 (90 days before final approval hearing)
<b>Motion for Final Approval, Application for Attorneys' Fees, Expenses, and Costs and for a Service Award</b>	June 17, 2022 (45 days before final approval hearing)
<b>Opt-Out Deadline</b>	July 1, 2022 (30 days before final approval hearing)
<b>Deadline to Submit Objections</b>	July 1, 2022 (30 days before final approval hearing)
<b>Deadline to Respond to Objections</b>	July 18, 2022 (15 days before final approval hearing)
<b>Final Approval Hearing</b>	August 2, 2022, at 9:30 a.m.

**SO ORDERED AND ADJUDGED**, this the 9<sup>th</sup> day of February, 2022.

*s/ Halil Suleyman Ozerden*

HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE