

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

TERRIANN WALKER, individually,	:	
and on behalf of others	:	
similarly situated,	:	
plaintiff,	:	
	:	
v.	:	Civil No. 17cv304(AVC)
	:	
PEOPLE'S UNITED BANK, N.A. and	:	
DOES 1 through 100,	:	
defendants.	:	

ORDER

This court granted preliminary approval of the Settlement Agreement and Release ("Settlement") and certified a provisional settlement class. Due and adequate notice having been given to the class members, and the court having considered the settlement, all papers filed and proceedings had herein and all comments received regarding the settlement, and having reviewed the record in this litigation, and good cause appearing, EFFECTIVE SEPTEMBER 26, 2020 [EFFECTIVE DATE] IT IS HEREBY ORDERED,

ADJUDGED, AND DECREED AS FOLLOWS:

1. Unless otherwise provided, all terms used herein shall have the same meaning as provided in the settlement.
2. The court has jurisdiction over the subject matter of this litigation and over the parties to this litigation, including all class members.

3. The court finds that the members of the settlement class are so numerous that joinder of all members would be impracticable, that the litigation and proposed settlement raise issues of law and fact common to the claims of the class members and these common issues predominate over any issues affecting only individual members of the settlement class, that the claims of Teriann Walker (the "named plaintiff") are typical of the claims of the settlement class, that in prosecuting this action and negotiating and entering into the settlement agreement, the named plaintiff and her counsel have fairly and adequately protected the interests of the settlement class and will adequately represent the settlement class in connection with the settlement, and that a class action is superior to other methods available for adjudicating the controversy.

4. This court finds that the class meets all of the requirements for certification of a settlement class under the Federal Rules of Civil Procedure and applicable case law. For settlement purposes, the court now finally certifies the settlement class, which is composed of the following two classes:

The "Sufficient Funds Class," which is defined as, "those customers of Defendant who were assessed and who paid an overdraft fee between February 21, 2011 and October 31, 2016, on any type of payment transaction and at the time such fee was assessed the customer had sufficient money in his or her

ledger balance to cover the transaction that resulted in the fee."

The "Regulation E Class," which is defined as, "those customers of Defendant who were assessed and who paid an overdraft fee for a non-recurring debit card payment transaction between February 21, 2016 and October 31, 2016."

5. The court appoints Epiq Class Action & Claims Solutions, Inc., as the claims administrator under the terms of the settlement agreement. All costs incurred in connection with providing notice and settlement administration services to the class members shall be paid from the settlement fund. The administrator shall be subject to the jurisdiction of the court with respect to the administration of the settlement and shall comply with the terms of the settlement.

6. The court appoints named plaintiff Terriann Walker as the class representative of the settlement class.

7. The court further finds that counsel for the settlement class, Richard McCune of McCune Wright Arevalo, LLP, and Taras Kick of The Kick Law Firm, APC, are qualified, experienced, and skilled attorneys capable of adequately representing the settlement class, and they are approved as class counsel, and approves Richard Hayber as local counsel.

8. The court finds that the distribution of the notice of the settlement has been completed in conformity with the court's preliminary approval order. The court finds that the notice was

the best practicable under the circumstances and provided due and adequate notice of the proceedings and of the terms of the settlement. The court finds that the notice fully satisfied the requirements of due process. The court also finds that all class members were given a full and fair opportunity to object, and all class members have had a full and fair opportunity to exclude themselves from the class.

9. The court finds, as set forth in the declaration of Brian Young of the claims administrator Epiq Class Action & Claims Solutions, Inc., dated April 1, 2020, no objections to the settlement have been filed and nine members of the class requested exclusion from the class. The nine class members who opted out of the proposed settlement are identified in exhibit C to the April 1, 2020, declaration of Brian Young and are excluded from this settlement.

10. The court finds that the reaction of the class to the settlement was overwhelmingly favorable.

11. The court hereby grants final approval of the terms set forth in the settlement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to effectuate the settlement according to its terms. The court finds that the settlement has been reached as a result of informed and non-collusive arm's-length negotiations. The court further finds that the parties have conducted extensive

investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

12. The court finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks. The amount offered in settlement is reasonable in light of the expense, complexity, risk, and likely duration of further litigation.

13. The settlement is not an admission by the defendant, nor is this order a finding of the validity of any allegations or of any wrongdoing by the defendant. Neither this order, the settlement, nor any document referred to herein, nor any action taken to carry out the settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against the defendant.

14. The court finds the requested attorneys' fees of \$2,466,666 to be reasonable as a percentage of the settlement (33-1/3%), and also pursuant to a lodestar cross-check given the hourly rates and hours worked, and finds the requested fee is reasonable and therefore awards fees in this amount to be paid to class counsel from the settlement fund by the deadline specified in the settlement. The court further finds that the fee-sharing arrangement among class counsel was disclosed to and approved by the named plaintiff.

15. The court further finds that the request for reimbursement of litigation costs in the amount of \$141,084.88 is reasonable based on the work necessary to achieve this favorable class settlement and is to be paid to class counsel from the settlement fund by the deadline specified in the settlement agreement.

16. The court finds that named plaintiff Terriann Walker assisted with the prosecution and litigation of the case, including producing documents, assisting class counsel, responding to formal discovery, personally appearing at the mediation, and having been willing to testify at trial. The court therefore awards a service award in the amount of \$15,000 to be paid to named plaintiff Terriann Walker from the settlement fund by the deadline specified in the settlement agreement.

17. The court approves the Connecticut Bar Foundation, Inc. as the *cy pres* recipient in this matter, which is the default *cy pres* recipient under Local Rule 23 (D. Conn.).

18. Within 10 days of the EFFECTIVE DATE of this order, the defendant shall distribute the settlement fund to the claims administrator.

19. The court retains jurisdiction over the parties, class counsel, and the case to enforce the settlement and the terms of this judgment.

Good cause appearing therefore, IT IS SO ORDERED this 29th
day of June 2020, at Hartford, Connecticut.

_____/s/_____
Honorable Alfred V. Covello
United States District Judge