

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

PRECISION ROOFING OF N.
FLORIDA INC. individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 3:20-cv-352-BJD-LLL

ANGELA DENISE GRANT, on behalf
of herself and all persons similarly
situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 8:20-cv-01920-BJD-AAS
(Administratively Closed)

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS
SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES AND
COSTS, AND INCORPORATED MEMORANDUM OF LAW**

Plaintiffs, Precision Roofing of N. Florida Inc. and Angela Denise Grant, move for Final Approval¹ of the Settlement Agreement, which resolves all claims against Defendant, CenterState Bank, N.A. (now known as SouthState Bank, N.A.), in the Action, and for an attorneys' fees and costs award to Class Counsel. Final Approval should be granted because the Settlement provides substantial and immediate relief for the Settlement Classes. Specifically, Defendant has agreed to: (1) pay \$2,650,000.00 in cash; (2) forgive and waive Uncollected Fees assessed to Accountholders; and (3) pay all Settlement Administration Costs; and (4) implement practice changes that will potentially save current Accountholders and future accountholders millions of dollars. The terms of the Settlement are fair, reasonable, and adequate and consistent with applicable case law in the Eleventh Circuit. Consequently, the Court should conclude that the Settlement meets the Fed. R. Civ. P. 23 standard and grant Final Approval.

Plaintiffs and Class Counsel respectfully request the Court: (1) grant Final Approval of the Settlement; (2) certify for settlement purposes the Settlement Classes; (3) finalize the appointments of Class Representatives and Class Counsel; (4) award Class Counsel attorneys' fees and reimbursement of costs; and (5) enter Final Judgment dismissing the Action with prejudice.

I. BACKGROUND

A. Procedural History

The history of this Action is fully set forth in the Background section of the

¹ All capitalized terms used throughout this memorandum have the same meanings as those defined in the Agreement, attached as *Exhibit A*.

Motion for Preliminary Approval, which is incorporated by reference to avoid burdening the Court with repetition. Dkt. 72 at § I. It is also set forth in the Joint Declaration of Class Counsel, attached as *Exhibit B* (“Decl.”), ¶¶10-26. On June 21, 2023, this Court adopted the Report and Recommendations granting the Motion for Preliminary Approval, conditionally certified the Settlement Class, and set the Final Approval Hearing. Dkt. 76, 78, 79. Specifically, the Court found “that the Agreement proposed by the Parties is fair, reasonable, and adequate and likely to be approved at a Final Approval Hearing such that giving Notice is justified.” Dkt. 79 at 2.

B. Summary of the Settlement Terms

1. The Settlement Class

The below Settlement Class includes opt-out classes under to Rule 23(b)(3):

APPSN Fee Class

All of Defendant’s current and former Accountholders who, from April 6, 2015, through May 31, 2020, were charged OD Fees on APPSN Transactions.

Multiple Fees Class

All of Defendant’s current and former Accountholders who, from August 18, 2015, through August 21, 2020, were charged Multiple Fees, including NSF Fees and OD Fees, on the same item.

Excluded from the Settlement Class is Defendant, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

Agreement ¶68. Plaintiff Precision Roofing is the Class Representative for the APPSN Fee Class, and Plaintiff Grant is the Class Representative for the Multiple Fee Class.

2. Relief for the Benefit of The Settlement Class

a. Settlement Fund

Defendant will pay \$2,650,000.00 in cash into the Settlement Fund, which is allocated as follows: \$1,457,500.00 (55%) for the APPSN Fee Class and \$1,192,500.00 (45%) for the Multiple Fee Class. *Id.* ¶99.c. The Settlement Fund will pay: (a) Settlement Class Member Payments; and (b) attorneys' fees and costs awarded to Class Counsel. *Id.* ¶79.a. Settlement Administration Costs are paid by Defendant. *Id.* ¶99.b.

Settlement Class Members do not have to submit claims or take any other affirmative step to receive Settlement benefits. Instead, Defendant and the Settlement Administrator will automatically distribute the Net Settlement Fund. *Id.* ¶99.c.iii. *See* Dkt. 72 at 7-9 (setting forth distribution process and disposition of residual funds).

3. Forgiveness of Uncollected Fees

Defendant shall forgive and waive all Uncollected Fees (APPSN Fees and Multiple Fees assessed, but not paid when an Account was closed and later charged off) no later than 30 days after the Effective Date. Defendant shall use its best efforts to update any negative reporting to Chexsystems or credit reporting agencies with respect to Settlement Class Members who receive forgiveness of Uncollected Fees. *Id.* ¶99.c.iv. The Uncollected Fees are in the process of being identified. Decl. ¶29.

4. Releases

In consideration for the Settlement benefits, all Settlement Class Members will release Defendant from the Released Claims. Agreement ¶¶102-104. Additionally,

Plaintiffs shall provide a separate general release to Defendant for \$5,000.00, along with the closing of their Accounts following Final Approval. *Id.* ¶80.

5. The Notice Program

Pursuant to the Court's requirements in the Preliminary Approval Order, the Settlement Administrator has implemented the Notice Program. Decl. ¶34. The Notice Program was designed to and did provide the best notice practicable and was tailored to take advantage of the information Defendant had available about Settlement Class members. *Id.* The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement, the Fee Application, and their rights to opt-out of the Settlement Class or object to the Settlement. *Id.* See also Declaration of Scott M. Fenwick of Kroll Settlement Administration LLC in Connection with Final Approval of Settlement ("Admin. Decl.") ¶¶4-22, attached as *Exhibit C*.

6. Attorneys' Fees and Costs

Pursuant to Fed. R. Civ. P. 23(h), Class Counsel request attorneys' fees of \$906,634.99 equal to 33.33% of the Value of the Settlement (\$2,650,000.00 Settlement Fund, and \$70,177.00 for estimated Settlement Administration Costs), plus reimbursement of \$80,710.64 for reasonable costs incurred. Agreement ¶99.a; Decl. ¶¶54-55. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs incurred. Decl. ¶56.

II. ARGUMENT

A. The Proposed Settlement Warrants Final Approval

As a prerequisite to directing Notice of the Settlement, the Court determined it would likely be able to approve the Settlement and certify the Settlement Class. Dkt. 76, 78, 79; *see* Rule 23(e)(1)(B). This Court should conclude that the Settlement is fair, reasonable, and adequate and grant Final Approval. *See* Rule 23(e)(2).

This Court should “[focus] on the primary procedural considerations and substantive qualities that should always matter to the decision whether to approve the proposal.” *See* Fed. R. Civ. P. 23(e), Committee Notes on Rules–2018 Amendment. The specific considerations include whether (1) the Settlement Class was adequately represented; (2) the Settlement was negotiated at arm’s length; (3) the Settlement Benefits are adequate, accounting for the costs, risks, and delay of trial and appeal; distribute plan is effective, including the Claims Process; the terms governing attorney’s fees; and any side agreements; and (4) whether Class Members are treated equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(A)-(D).

“Although class action settlements require court approval, such approval is committed to the sound discretion of the district court.” *In re U.S. Oil and Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992). In exercising that discretion, courts are mindful of the “strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). Indeed, “settlements are ‘highly favored in the law and will be upheld whenever possible because they are means of amicably resolving doubts and

preventing lawsuits.’” *Kuhr v. Mayo Clinic Jacksonville*, 530 F. Supp. 3d 1102, 1114 (M.D. Fla. 2021) (quotation omitted). In conjunction with the Rule 23(e)(2) factors, exercising its discretion, the Court may analyze the Settlement using the so-called *Bennett* factors.² Final Approval here is warranted under the applicable factors.

1. The Adequacy of Representation - Rule 23(e)(2)(A)

As this Court held in *Petersen v. Am. Gen. Life Ins. Co.*, 3:14-CV-100-J-39JBT, 2019 WL 11093816, at *1 (M.D. Fla. Oct. 22, 2019) (Davis, J.):

In evaluating the adequacy of class counsel and the class representative, the Advisory Committee on the Federal Rules of Civil Procedure (“Committee”) has instructed courts to consider whether class counsel and plaintiffs “had an adequate information base” before negotiating and entering into the settlement. *Id.* The proper inquiry is whether the plaintiffs and class counsel engaged in enough discovery to afford them an “adequate appreciation of the merits of the case[.]”

Id. at *5 (footnote and additional citation omitted). Here, Plaintiffs are adequate representatives. Plaintiffs’ respective interests are coextensive and do not conflict with the interests of the APPSN Fee Class and Multiple Fee Class. Decl. ¶48. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests. *Id.* Likewise, Class Counsel are experienced in complex class action litigation, including similar account fee class actions, and they devoted

² See *Bennett*, 737 F.2d at 986. The *Bennett* factors include: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the anticipated complexity, expense, and duration of litigation; (5) the opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved. *Id.*

Similar to Rule 23, a court should make findings that settlement “is not the product of collusion” and “that it is fair, reasonable and adequate.” See *Ault v. Walt Disney World Co.*, 692 F.3d 1212, 1217 (11th Cir. 2012) (citing *Bennett*). Courts have continued to weigh the *Bennett* factors after the 2018 amendments to Rule 23. See *In re Equifax*, 999 F.3d 1247, 1273 (11th Cir. 2021).

substantial time and resources to vigorous litigation. *Id.* ¶49.

2. The Settlement Was Negotiated at Arm's Length - Rule 23(e)(2)(B)

The Settlement was reached in the absence of collusion and is the result of good-faith, informed, and arm's-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at stake. *Id.* ¶37. Class Counsel thoroughly investigated and analyzed Plaintiffs' claims and engaged in extensive discovery, enabling them to gain an understanding of the evidence related to central questions in the Action and prepared them for well-informed settlement negotiations. *Id.* ¶9; *see also Kuhr*, 530 F.Supp.3d at 1115 ("Class Counsel had an adequate information base upon which to conduct negotiations"). Class Counsel were well-positioned to evaluate the claims' strengths and weaknesses, as well as the proper basis to settle them, from their prosecution, and ensuing settlement, of numerous bank and credit union cases involving similar legal and factual issues. Decl. ¶8.

The Settlement was reached with the assistance of a well-respected and experienced mediator, Rodney Max. *Id.* *See Petersen*, 2019 WL 11093816, at *6 (involvement of a mediator indicates that negotiations protect and further class interests) (*quoting* Fed. R. Civ. P. 23(e)(2)(B), Committee Notes on Rules–2018 Amendment; *citing Poertner v. Gillette Co.*, 618 F. App'x 624, 630 (11th Cir. 2015)). The extensive negotiations were conducted over several months and three formal sessions at arm's-length. Decl. ¶19. Moreover, attorneys' fees and costs were not discussed until the Parties agreed to all other material Settlement terms. *Id.* ¶33. For these reasons and

those discussed related to attorneys' fees below, there was no fraud or collusion in arriving at the Settlement. *Bennett*, 737 F.2d at 986.

3. The Adequacy of the Settlement Relief - Rule 23(e)(2)(C)

Class Counsel, a group with significant experience in class action litigation, strongly believe the Value of the Settlement is fair, reasonable, and adequate. Decl. ¶137; *see Bennett*, 737 F.2d at 986. The Court may rely upon the judgment of experienced counsel. *See, e.g., In re Equifax*, 999 F.3d at 1274 (trial judge “should be hesitant to substitute its own judgment for that of counsel”) (internal quotations omitted). Rule 23(e)(2)(C)'s factors also show the Settlement is fair, reasonable, and adequate.

a. The Settlement Benefits Are Outstanding

In determining a settlement's fairness given the potential range of recovery, the Court should be guided by “the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.” *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff'd*, 899 F.2d 21 (11th Cir. 1990). Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.” *Id.* “[T]he court must remember that “compromise is the essence of settlement. A just result is often no more than an arbitrary point between competing notions of reasonableness.” *Raines v. Florida*, 987 F. Supp. 1416, 1418 (N.D. Fla. 1997) (citing *Bennett*, 737 F.2d at 986) (internal annotations omitted). Fairness must be evaluated in light of “the likelihood of success on the merits, the complexity, expense,

and duration of litigation, the judgment and experience of trial counsel, and objections raised to the settlement.” *Id.* Thus, courts regularly find settlements to be fair where “[p]laintiffs have not received the optimal relief.” *Warren v. City of Tampa*, 693 F. Supp. 1051, 1059 (M.D. Fla. 1988), *aff’d*, 893 F.2d 347 (11th Cir. 1989).

Through this Settlement, Plaintiffs and the Settlement Class have achieved a recovery of approximately 60% of their total likely recoverable damages, without further risks or delays. Decl. ¶35. Additionally, the Settlement provides for additional benefits to the Settlement Class by forgiveness of Uncollected Fees, cessation of the APPSN practice, and Defendant paying Settlement Administration Costs separate and apart from the Settlement Fund. *Id.* ¶¶28-29. Thus, this Settlement provides an extremely fair and reasonable recovery in light of Defendant’s defenses, as well as the challenging, unpredictable litigation path Plaintiffs would otherwise have continued to face. *Id.* ¶43.

b. The Costs, Risks, and Delay of Trial and Appeal

Class Counsel believe Plaintiffs had a strong case, but even so, Class Counsel are mindful that Defendant advanced significant defenses that would have been required to overcome in the absence of the Settlement. Decl. ¶38. This Action involved several major litigation risks that loomed in the absence of settlement, including, but not limited to, class certification, summary judgment, *Daubert* motions, trial, and appellate review following a final judgment. *Id.* ¶39. Apart from the risks, continued litigation would have involved substantial delay and expense, which further counsels

in favor of Final Approval. *Id.* ¶40. The uncertainties and delays from this process would have been significant. *Id.*

Given the myriad risks attendant these claims, as well as the certainty of substantial delay and expense from ongoing litigation, the Settlement cannot be seen as anything except a fair compromise. *See, e.g., Wave Lengths Hair Salons of Florida, Inc., v. CBL & Associates Properties, Inc., et al*, 216CV206FTMPAMMRM, 2019 WL 13037028, at *6 (M.D. Fla. Aug. 22, 2019) (significant time, expense, risk, and delay of continuing case favored approving settlement). Even a successful trial might not yield more favorable results than the Settlement terms already achieved, and recovery might be delayed for years by an appeal. *See Lipuma v. American Express Co.*, 406 F. Supp. 2d 1298, 1322 (S.D. Fla. 2005) (likelihood appellate proceedings could delay class recovery “strongly favor[s]” approval of a settlement). All that is certain is that with continued litigation, the putative class would face a notably longer wait before receiving any potential recovery, if they received any recovery at all. Decl. ¶41. Thus, in Class Counsel’s experience and informed judgment, the Settlement represents an excellent recovery for the Settlement Class, and the Value of the Settlement outweighs risks and uncertainties of continued litigation. *Id.* ¶42; *see also In re Equifax*, 999 F.3d at 1273 (“Settlements also save the bench and bar time, money, and headaches”); *Petersen*, 2019 WL 11093816, at *7 (recognizing delay and risk of defendant prevailing as weighing in favor of approving settlement).

c. The Effective Method of Distributing Relief and Processing Claims

Settlement Class Members do not have to submit claims or take any other

affirmative step to receive Settlement benefits. Decl. ¶31. Instead, Defendant and the Settlement Administrator will automatically distribute the Net Settlement Fund. Agreement, ¶99.c.iii. *See also* Dkt. 72 at 7-9 (setting forth distribution process and disposition of residual funds). The Settlement Administrator is highly qualified to manage the entire process. *See Morgan v. Pub. Storage*, 301 F. Supp. 3d 1237, 1245 (S.D. Fla. 2016) (noting presence of an experienced administrator); Decl. ¶30.

d. The Reasonable Terms Relating to Attorneys' Fees

Whether the attorneys' fees are reasonable on their own terms is a Rule 23(h) analysis. By contrast, under Rule 23(e)(2)(C)(iii), the question is not the fee amount in a vacuum, but rather whether attorneys' fees impact the other settlement terms. Here, attorneys' fees do not impact the other terms of the Settlement, as Class Counsel and Defendant negotiated and reached agreement regarding attorneys' fees and costs only after reaching agreement on all other material Settlement terms. *See also James D. Hinson Elec. Contracting Co., Inc. v. BellSouth Telecomm. Inc.*, 2012 WL 12952592, at *2 (M.D. Fla. July 30, 2012) (because agreement as to amount of attorneys' fees "was not reached until after a settlement had been reached in principle on its other terms and that the agreement was not the product of collusion or fraud[,]” it was entitled to “substantial weight”). Also, the Settlement, including disbursement of the Settlement Fund to Settlement Class Members, is not contingent on approval of the attorneys' fee award to Class Counsel. Agreement ¶ 99.a. Subject to the Court's consideration of a detailed fee application, *see* §II.D., *infra*, the proposed attorneys' fees award is also fair.

e. The Agreements Identified Pursuant to Rule 23(e)(3)

Rule 23(e)(3) states “[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal.” Fed. R. Civ. P. 23(e)(3). The Parties’ agreements are all in the Agreement, including the \$5,000.00 to each Plaintiffs for their additional general releases and their Account closures.

4. The Equitable Treatment of Settlement Class Members Relative to Each Other - Rule 23(e)(2)(C)

Each APPSN Fee Class and Multiple Fees Class member is eligible to receive the same benefits as other members of their respective Settlement Class. Thus, the proposed Settlement treats all Settlement Class members equitably. Agreement ¶ 99.c.

5. The Opinions of Class Counsel, Plaintiffs, and Absent Settlement Class Members Favor Approval of the Settlement-Bennett

Class Counsel strongly endorse the Settlement. Decl. ¶37. The Court should give “great weight to the recommendations of counsel for the parties, given their considerable experience in this type of litigation.” *Warren*, 693 F. Supp. at 1060. *See also James D. Hinson Elec. Contracting Co., Inc. v. BellSouth Telecomm. Inc.*, 2012 WL 12952592, at *2 (M.D. Fla. July 30, 2012) (because agreement as to amount of attorneys’ fees “was not reached until after a settlement had been reached in principle on its other terms and that the agreement was not the product of collusion or fraud[,]” it was entitled to “substantial weight”) (citations omitted).

There is no opposition to the Settlement. As of October 5, 2023, there have been no opt-outs and no objections. Admin. Decl. ¶20. This is another indication that the Settlement Class is satisfied with the Settlement. Even if an objection(s) is made before

the deadline, it is settled that “[a] small number of objectors from a plaintiff class of many thousands is strong evidence of a settlement’s fairness and reasonableness.” *Association for Disabled Americans v. Amoco Oil Co.*, 211 F.R.D. 457, 467 (S.D. Fla. 2002); *see Dunbar v. Symmetry Mgmt. Corp.*, 819CV00715CEHTGW, 2021 WL 4935787, at *2 (M.D. Fla. Feb. 26, 2021) (low opt-out and objection rates favor final approval).

B. Certification of the Settlement Class Is Appropriate

Plaintiffs seek final certification of the Settlement Class. Generally, an action may be certified for class treatment for settlement purposes. *See, e.g., Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 (1997). Further, “[a] class may be certified solely for purposes of settlement where a settlement is reached before a litigated determination of the class certification issue.” *Petersen v Am. Gen. Life Ins. Co.*, No. 3:14-cv-100-J-39JBT], 2019 WL 11093815, at *2 (M.D. Fla. Apr. 4, 2019) (Davis, J.). The Court conditionally certified the Settlement Class, Dkt. 79, and there is no reason to deviate from that ruling, and Plaintiffs respectfully request the Court finally certify it.

1. Numerosity. Rule 23(a)(1) requires a sufficiently numerous class such that joinder of all is impracticable. *Petersen*, 2019 WL 11093815, at *3. A class of more than 40 members is adequate. *Cox v. American Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986). The 22,745 Settlement Class members who were readily ascertainable and precisely identifiable from Defendant’s records proves numerosity, and joinder of all such persons is impracticable. Decl. ¶53.

2. Commonality. Generally, Rule 23(a)(2) commonality is a “low hurdle.”

Petersen, 2019 WL 11093815, at *4. There are many questions of law or fact common to the Settlement Classes that can be answered for all “in one stroke,” and will “generate common answers apt to drive the resolution of the litigation.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (quotation marks and citation omitted). Those common questions of law and fact concerning the APPSN Fee and Multiple Fee practices alleged to have injured all class members in the same way, which would generate common answers central to the claims’ viability if they were tried. Decl. ¶47.

3. Typicality. “Typicality under Rule 23(a)(3) turns on whether ‘a sufficient nexus exists between the claims of the named representative and those of the class at large.’” *Petersen*, 2019 WL 11093815, at *4 (citation omitted). *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (nexus established where claims arise from “the same event or pattern or practice and are based on the same legal theory.”). Plaintiffs are typical of their respective APPSN Fee Class and Multiple Fee Class members as they were subjected to the same account fee practices, claim the same injuries, and will benefit from the Settlement relief. Decl. ¶50.

4. Adequacy. Under Rule 23(a)(4), the representative party must “fairly and adequately protect the interests of the class.” The adequacy analysis is whether (1) substantial conflicts of interest exist between the representative and the class and (2) the representatives will adequately prosecute the action. *Petersen*, 2019 WL 11093815, at *5. Plaintiff Precision Roofing’s and Plaintiff Grant’s interests are respectively coextensive and do not conflict with the interests of the APPSN Fee Class and

Multiple Fee Class. They have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests. Decl. ¶48. Further, Plaintiffs and the proposed Settlement Class are represented by qualified and competent Class Counsel with extensive experience and expertise prosecuting complex class actions, including similar account fee class actions, and they devoted substantial time and resources to vigorous litigation. *Id.* ¶49. They meet the Fed. R. Civ. P. 23(g)(1)(A)-(B) requirements, and Rule 23(e)(2)(A) is also satisfied.

5. Predominance and Superiority. Rule 23(b)(3) is also readily satisfied because common factual and legal issues predominate over individualized issues, *Petersen*, 2019 WL 11093815, at *5, and resolution of common issues for thousands of Settlement Class members in a single, coordinated proceeding is superior to thousands of individual small value lawsuits addressing identical issues, *id.* at *6 (superiority focuses on efficiency). Central liability questions common to all Settlement Class members substantially outweigh any possible issues individual to each member. For example, each Settlement Class member's relationship with Defendant arises from account agreements that are the same or substantially similar in all relevant respects to other members' Account agreements. Decl. ¶52. *See Sacred Heart Health Sys.*, 601 F.3d 1159, 1171 (11th Cir. 2010) ("It is the form contract, executed under like conditions by all class members, that best facilitates class treatment.").

C. The Notice Program Was Completed and Satisfied Due Process and Rule 23

In addition to having personal jurisdiction over Plaintiffs, who are parties to this Action, the Court also has personal jurisdiction over all members of the Settlement

Class because they received the Notice and due process. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985). The Notice Program carried out by the Settlement Administrator conforms with the procedural and substantive requirements of due process and Rule 23 that make sure settlement class members receive notice of the settlement and an opportunity to be heard and participate in the litigation. *See* Fed. R. Civ. P. 23(c)(2)(B). The notice process mechanics are within the Court's discretion, subject to broad reasonableness standards imposed by due process.

Here, following the Court's approval of the Notice Program, the Settlement Administrator directed notice to the Settlement Class via direct mail and/or email. Admin. Decl. ¶¶11-14. A Long Form Notice was also available to Settlement Class members on request and posted on the Settlement Website. *Id.* ¶15. To ensure notice reached as many Settlement Class members as possible, the Settlement Administrator performed reasonable address traces for the initial Postcard Notice and to re-mail any Postcard Notices returned undeliverable. *Id.* ¶¶16-17. All of the notices included important Settlement information, including how to opt-out or object, and where to find more information about the Action or to contact Class Counsel. *Id.* ¶5. The Notice fully apprised Settlement Class members of their rights. Additionally, the Notice Program was designed to satisfy due process considerations. *Id.* ¶21. As Rule 23 requires, the Notices generally described the Settlement in sufficient detail to alert those with adverse viewpoints to investigate and come forward to be heard, and the Notices contained all of the critical information required to apprise Settlement Class members of their rights. Decl. ¶34. Thus, the Notice Program is adequate and provided

sufficient detail to allow Settlement Class members with adverse viewpoints to come forward and be heard.

The Federal Judicial Center states that a notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Admin. Decl. ¶18. Here, notice reached approximately 92.6% of Settlement Class Members. *Id.* Notice to the Settlement Class here was the best notice that is practicable and is equivalent or superior to notice campaigns approved in similar class actions.

D. Attorneys’ Fees and Costs Should Be Approved

Consistent with recognized class action practice and procedure, Class Counsel respectfully request an award of attorneys’ fees of \$906,634.99, which is equal to 33.33% of the Value of the Settlement (\$2,650,000.00 Settlement Fund, and \$70,177.00 for estimated Settlement Administration Costs):

When using the percentage-of-the-fund approach, courts compensate class counsel for their work in extracting non-cash relief from the defendant in a variety of ways. When the non-cash relief can be reliably valued, courts often include the value of this relief in the common fund and award class counsel a percentage of the total fund.

In re: Checking Account Overdraft Litig., 1:09-MD-02036-JLK, 2013 WL 11319243, at *13 (S.D. Fla. Aug. 2, 2013) (collecting authority); Decl. ¶54.³ Thus, the attorneys’ fee amount accounts for additional monetary benefits inuring to the Settlement Class.

Class Counsel also request reimbursement of \$80,710.64 for litigation costs incurred to prosecute the Action and for the Settlement. Decl. ¶55. Class Counsel and

³ The Value of the Settlement also includes substantial savings from Defendant’s cessation of the APPSN Fees. Agreement ¶99.a. Class Counsel is not requesting the attorneys’ fee award be measured based on inclusion of the value of that prospective relief.

Defendant negotiated and reached agreement regarding attorneys' fees and costs only after reaching agreement on all other material Settlement terms. *Id.* The requested fee is within the range of reason under the factors listed in *Camden I Condo. Ass'n. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991). For the reasons detailed herein, Class Counsel's request is appropriate, fair, and reasonable and respectfully should be approved by the Court.

1. The Law Awards Class Counsel Fees From the Common Fund Created Through Their Efforts.

It is well established that when a representative party has conferred a substantial benefit upon a class, counsel is entitled to attorneys' fees based upon the benefit obtained. *Camden I*, 946 F.2d at 771; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). The common benefit doctrine is an exception to the general rule that each party must bear its own litigation costs. "The doctrine serves the 'twin goals of removing a potential financial obstacle to a plaintiff's pursuit of a claim on behalf of a class and of equitably distributing the fees and costs of successful litigation among all who gained from the named plaintiff's efforts.'" *Gevaerts*, 2015 WL 6751061, at *10 (citation omitted) "As a result, the Supreme Court, the Eleventh Circuit, and courts in this District all recognize that '[a] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as whole.'" *Id.* (citations omitted). "Attorneys in a class action in which a common fund is created are entitled to compensation for their services from the common fund, but the amount is subject to court approval." *Camden I*, 946 F.2d at 771. Courts also recognize that appropriate fee awards in cases such as this encourage

redress for wrongs caused to entire classes of persons and deter future misconduct of a similar nature. *See Deposit Guar. Nat'l Bank v. Roper*, 445 U.S. 326, 338-39 (1980). Adequate compensation promotes the availability of counsel for aggrieved persons.

In the Eleventh Circuit, class counsel are awarded a percentage of the funds obtained through a settlement. In *Camden I* – the controlling authority regarding attorneys' fees in common-fund class actions – the Eleventh Circuit held “the percentage of the fund approach [as opposed to the lodestar approach] is the better reasoned in a common fund case. Henceforth in this circuit, attorneys' fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class.” *Camden I*, 946 F.2d at 774.

The Court has discretion in determining the appropriate fee percentage. “There is no hard and fast rule mandating a certain percentage of a common fund which may be awarded as a fee because the amount of any fee must be determined upon the facts of each case.” *In re Sunbeam Sec. Litig.*, 176 F. Supp. 2d 1323, 1333 (S.D. Fla. 2001) (quoting *Camden I*, 946 F.2d at 774). Nonetheless, “[t]he majority of common fund fee awards fall between 20 percent to 30 percent of the fund” – though “an upper limit of 50 percent of the fund may be stated as a general rule.” *Sunbeam*, 176 F. Supp. 2d at 1333 (quoting *Camden I*, 946 F.2d at 774-75); *see also Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999), *cert. denied*, 530 U.S. 1289 (2000) (approving fee award where the district court determined that the benchmark should be 30 percent and then adjusted the fee award higher in view of the circumstances of the case). The fee request falls within this accepted range.

2. Application of the Camden I Factors Supports the Requested Fee.

The Eleventh Circuit has provided factors the Court should use to determine a reasonable percentage to award as an attorney's fee to class counsel in class actions:

- (1) the time and labor required;
- (2) the novelty and difficulty of the relevant questions;
- (3) the skill required to properly carry out the legal services;
- (4) the preclusion of other employment by the attorney as a result of his acceptance of the case;
- (5) the customary fee;
- (6) whether the fee is fixed or contingent;
- (7) time limitations imposed by the clients or the circumstances;
- (8) the results obtained, including the amount recovered for the clients;
- (9) the experience, reputation, and ability of the attorneys;
- (10) the "undesirability" of the case;
- (11) the nature and the length of the professional relationship with the clients; and
- (12) fee awards in similar cases.

Camden I, 946 F.2d at 772 n.3.

These twelve factors are guidelines and not exclusive.⁴ The Eleventh Circuit has "encouraged the lower courts to consider additional factors unique to the particular case." *Id.* at 775.

a. The Claims Against Defendant Required Substantial Time and Labor.

Prosecuting and settling these claims demanded considerable time and labor, making this fee request reasonable. Decl. ¶57. The organization of Class Counsel ensured that the work was coordinated to maximize efficiency and minimize duplication of effort. *Id.* Class Counsel devoted substantial time to investigating the factual claims against Defendant, and also expended resources researching and

⁴ "Other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees requested by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Sunbeam*, 176 F. Supp. 2d at 1333 (quoting *Camden I*, 946 F.2d at 775).

developing the legal claims at issue. *Id.* Extensive time and resources were also dedicated to conducting discovery, including both issuing, reviewing and responding to written discovery and document production. *Id.* Class Counsel also expended significant resources researching and developing the arguments presented in opposition to Defendant's motions and briefs, and briefing class certification. *Id.*

Settlement negotiations consumed additional time and resources. *Id.* ¶58. The multiple mediation sessions and subsequent settlement discussions required substantial preparation and damage analysis. *Id.* Finally, a significant time was devoted to negotiating and drafting of the Settlement and the preliminary approval process, and to all actions required thereafter pursuant to the Preliminary Approval Order. *Id.* All of this work consumed a substantial amount of time. *Id.* Class Counsel will also spend time with Settlement administration after Final Approval. *Id.*

All told, Class Counsel's coordinated work paid dividends for the Settlement Class. *Id.* ¶59. Each of the above-described efforts was essential to achieving the Settlement before the Court. *Id.* The time and resources Class Counsel devoted to prosecuting and settling this Action readily justify the requested fee. *Id.*

b. The Issues Involved Were Novel and Difficult and Required the Skill of Highly Talented Attorneys.

This Court witnessed the quality of Class Counsel's legal work, including briefing motions to dismiss and motions for class certification before the Parties mediated and reached the proposed Settlement, conferring a substantial benefit on the Settlement Class, facing significant litigation obstacles. *Id.* ¶60. Class Counsel's work

required the acquisition and analysis of a great amount of facts and law. *Id.*

In any given case, the skill of legal counsel should be commensurate with the novelty and complexity of the issues, as well as the skill of the opposing counsel. Litigation of this Action required counsel trained in class action law and procedure. *Id.* ¶61. Class Counsel possess these attributes, and their participation added value to the representation of this Settlement Class. *Id.* The record demonstrates the complex and novel challenges which Class Counsel met at every juncture. *Id.* Notably, no case challenging APPSN Fees or Multiple Fees has been tried to judgment yet. *Id.*

To Class Counsel's quality of representation, the Court should also consider opposing counsel. *See Camden I*, 946 F.2d at 772 n.3; *Ressler v. Jacobson*, 149 F.R.D. 651, 654 (M.D. Fla. 1992); *Walco Invs. v. Thenen*, 975 F. Supp. 1468, 1472 (S.D. Fla. 1997) (“[g]iven the quality of defense counsel from prominent national law firms, the Court is not confident that attorneys of lesser aptitude could have achieved similar results”). Defendant was represented by extremely capable counsel who are worthy adversaries. Decl. ¶62.

c. Class Counsel Achieved a Successful Result.

Given the significant litigation risks Class Counsel faced, the Settlement represents a successful result. The Value of the Settlement is outstanding, given the complexity of the litigation and the significant risks and barriers that loomed without Settlement. Based on the analysis of Defendant's transactional data for mediation, the Value of the Settlement represents a substantial percentage of the Settlement Class's

most probable damages recovery if Plaintiffs and certified classes were successful in all respects through trial and appeal. Decl. ¶42. Defendant's payment practice changes further increase the Value of the Settlement, but Class Counsel is not seeking to increase attorneys' fees for these benefits. *Id.* There can be no doubt this Settlement is a fair and reasonable recovery for the Settlement Class in light of Defendant's defenses, and the challenging and unpredictable litigation path ahead absent settlement. *Id.* ¶43.

d. The Claims Presented Serious Risk.

Prosecuting the Action was risky from the outset. Decl. ¶36. The Settlement is particularly noteworthy given the combined litigation risks. *Id.* While Plaintiffs avoided dismissal on both theories at the motion to dismiss stage, the success of Plaintiffs' claims, however, turned on these and other questions likely to arise again in the pending motions for class certification, at summary judgment, at trial, and on post-judgment appeal. *Id.* Under the circumstances, Plaintiffs and Class Counsel appropriately determined the Settlement benefits outweigh the gamble of continued litigation. Decl. ¶42. Success under these circumstances represents a genuine milestone. Consideration of the "litigation risks" factor under *Camden I*:

[R]ecognizes that counsel should be rewarded for taking on a case from which other law firms shrunk. Such aversion could be due to any number of things, including social opprobrium surrounding the parties, thorny factual circumstances, or the possible financial outcome of a case. All of this and more is enveloped by the term 'undesirable.'"

Sunbeam, 176 F. Supp. 2d at 1336.

Given these risks, the Value of the Settlement is substantial in light of the complexity of the litigation and the significant risks and barriers that loomed in the

absence of Settlement. Any of these risks could easily have impeded, if not derailed, Plaintiffs' and the Settlement Classes' successful prosecution of these claims.

e. Class Counsel Assumed Considerable Risk to Pursue This Action on a Pure Contingency Basis.

In undertaking to prosecute this complex case entirely on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment. *Id.* ¶65. That risk warrants an appropriate fee. Indeed, “[a] contingency fee arrangement often justifies an increase in the award of attorney’s fees.” *Sunbeam*, 176 F. Supp. 2d at 1335 (quoting *Behrens*, 118 F.R.D. at 548); *Ressler*, 149 F.R.D. at 656 (“Numerous cases recognize that the attorney’s contingent fee risk is an important factor in determining the fee award.”). Public policy concerns—in particular, ensuring the continued availability of experienced and capable counsel to represent classes of injured plaintiffs holding small individual claims—also support the requested fee. Decl. ¶64. See *Behrens*, 118 F.R.D. at 548 (setting forth public policy rationale).

The progress of the Action shows the inherent risk faced by Class Counsel in accepting and prosecuting the Action on a contingency fee basis. Class Counsel remains completely uncompensated for the time invested in the Action, in addition to the substantial expenses they advanced. Decl. ¶65. There can be no dispute that this case entailed substantial risk of nonpayment for Class Counsel.

f. The Requested Fee Comports With Fee Awards in Similar Cases.

The 33.33% of the Value of the Settlement requested is within the range of fees

typically awarded in class actions in the Eleventh Circuit and in the Middle District.⁵ It is well within the range of reason for attorneys' fees awards in similar bank and credit union account fee cases, a table of which is in the Declaration of Class Counsel. Decl. ¶66. Thus, the attorneys' fee requested is reasonable and should be awarded.

3. The Reasonable Litigation Cost Request Is Appropriate.

Class Counsel also request reimbursement for a total of \$80,710.64 in litigation costs expenses. *Id.* ¶67. *See Petersen*, 2019 11039816, at *8 (reimbursing out-of-pocket expenses). This sum corresponds to certain actual out-of-pocket costs and expenses that Class Counsel necessarily incurred and paid in connection with the Action and the Settlement, consisting of court fees, expert witness fees, deposition costs, court server fees, mediation expenses, and travel costs. Decl. ¶67.

III. CONCLUSION

Plaintiffs respectfully request the Court grant the relief as set forth in the proposed Final Approval Order, attached hereto as *Exhibit D*.

⁵See e.g., *Taylor v. Citizens Telecom Services Co., LLC*, 584 F. Supp. 3d 1101, 1104 (M.D. Fla. 2022) (awarding one-third of gross settlement fund in attorneys' fees and expenses); *Parker*, 2022 WL 2452623, at *5 ("Common-fund attorney fee awards of one-third are consistent with the trend in this Circuit.") (quotation omitted); *Boyd v. Task Mgmt. Staffing Inc.*, 8:20-CV-780-T-35JSS, 2021 WL 2474433, at *2 (M.D. Fla. Apr. 30, 2021) ("request for one third of the common fund as a fee is reasonable and in line with *Camden I.*"); *Hanley v. Tampa Bay Sports & Ent. LLC*, No. 8:19-CV-00550-CEH-CPT, 2020 WL 2517766, at *6 (M.D. Fla. Apr. 23, 2020) (same); *Wolff v. Cash 4 Titles*, No. 03-22778-CIV, 2012 WL 5290155, at *5-6 (S.D. Fla. Sept. 26, 2012) ("The average percentage award in the Eleventh Circuit mirrors that of awards nationwide—roughly one-third.") (citing Circuit and Southern and Middle District fee awards); see also *Waters*, 190 F.3d 1291 (affirming award of 33.33 %).

RULE 3.01(g) CERTIFICATION

Plaintiffs' Counsel certify they have conferred with Defendant's counsel regarding the subject matter of this Motion, and Defendant agrees to the relief sought.

Dated: October 6, 2023

Respectfully submitted,

/s/ Jonathan M. Streisfeld

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Counsel for Plaintiffs and the Settlement Class

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 6, 2023, the foregoing document was filed electronically on the CM/ECF system, which caused all CM/ECF participants to be served by electronic means.

/s/ Jonathan Streisfeld

Jonathan M. Streisfeld

EXHIBIT A

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

ANGELA DENISE GRANT, on behalf of
herself and all persons similarly situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 8:20-cv-01920-MSS-AAS

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

PRECISION ROOFING OF N. FLORIDA
INC. individually and on behalf of all others
similarly situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 3:20-cv-352-J-39JRK

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement and Releases (“Settlement” or “Agreement”),¹ dated as of March 30th, 2022, is entered into by Plaintiffs, Angela Denise Grant and Precision Roofing of N.

¹ All capitalized terms herein have the meanings ascribed to them in Section II below or other places in the Agreement.

Florida Inc., both individually and on behalf of the Settlement Classes, and Defendant CenterState Bank, now known as SouthState Bank. The Parties hereby agree to the following terms in full settlement of the Actions, subject to Final Approval, by the Court.

I. Procedural History and Recitals

1. The following summarizes the procedural history of the two putative class actions filed against Defendant that are the subject of this Agreement. Plaintiffs moved to consolidate the Actions following the filing of the *Grant* Action, which was denied. However, as explained below, the Parties did informally coordinate certain discovery efforts and mediation. Once the Parties agreed to this Settlement, the Parties jointly moved to the consolidate the Actions for the purpose of seeking settlement approval, including a single Notice Program to members of the Settlement Classes, which this Court granted.

A. *Precision Roofing of N. Florida v. CenterState Bank*

2. On April 6, 2020, Plaintiff Precision Roofing filed a putative Class Action Complaint in the *Precision* Action asserting a claim for breach of contract, including breach of the covenant of good faith and fair dealing, challenging Defendant's assessment of APPSN Fees on debit card transactions.

3. On July 7, 2020, Defendant moved to dismiss, to which Plaintiff filed its opposition on August 4, 2020, and for which Defendant filed its reply on August 6, 2020. Plaintiff filed several notices of supplemental authority.

4. On February 22, 2021, the Court denied Defendant's Motion to Dismiss.

5. Defendant filed its Answer and Affirmative Defenses to Plaintiff's Complaint on March 12, 2021.

6. On September 3, 2021, following discovery described below, Plaintiff filed its

Motion for Class Certification, supported by the report of Plaintiff's expert, Arthur Olsen.

7. On October 25, 2021, Defendant filed its Response in Opposition to the Motion for Class Certification.

8. With the Parties agreement, and with the Court's approval, the *Precision* Action was stayed to allow the parties to focus their efforts on settlement negotiations via mediation.

B. *Grant v. CenterState Bank*

9. On August 18, 2020, Plaintiff Grant filed a putative Class Action Complaint in the *Grant* Action, asserting a claim for breach of contract, including breach of the covenant of good faith and fair dealing, challenging Defendant's assessment of multiple NSF Fees and/or OD Fees on the same ACH debit or check item.

10. On September 25, 2020, Defendant filed a Motion to Dismiss, to which Plaintiff filed her opposition on October 30, 2020, and for which Defendant filed its reply. Plaintiff filed several notices of supplemental authority.

11. On July 16, 2021, the Court denied Defendant's Motion to Dismiss with respect to the breach of contract claim but dismissed the part of the claim seeking to enforce the covenant of good faith and fair dealing.

12. Defendant filed its Answer and Affirmative Defenses to Plaintiff's Complaint on July 20, 2021.

13. On September 3, 2021, following discovery described below, Plaintiff filed her Motion for Class Certification, supported by the report of Plaintiff's expert, Arthur Olsen.

14. On October 25, 2021, Defendant filed its Response in Opposition to the Motion for Class Certification.

15. With the Parties agreement, and with the Court's approval, the *Precision* Action

was stayed to allow the parties to focus their efforts on settlement negotiations via mediation.

C. Discovery Efforts

16. Throughout the discovery period in each of the Actions, Class Counsel served discovery requests and initiated several meet and confer conferences with Defendant's counsel to discuss discovery responses and objections, and production of electronically stored information, damages data, and other documents and materials subject to discovery. Those efforts led to the production and Class Counsel's analysis of thousands of pages of documents, sample account-level transaction data, and other information to evaluate the claims, defenses, to prepare for depositions taken in the case, and to move for class certification in each of the Actions.

17. Class Counsel worked with the well-known damages expert, Arthur Olsen, for bank account fee class action litigation. Mr. Olsen analyzed the sample transaction data produced for both Actions to arrive at opinions as to methodologies to be employed to determine damages and class membership used in support of the two motions for class certification filed in the Actions.

a. By Plaintiff Precision Roofing

18. On July 26, 2020, Plaintiff Precision Roofing served Defendant with its first set of discovery requests, including document requests and interrogatories, to which Defendant served its responses and objections on October 2, 2020. Defendant produced 2,588 pages of documents and also sample account-level transaction data in response to the discovery requests.

19. On August 16, 2021, Plaintiff served Defendant with its second request for production. On February 15, 2021, Defendant responded producing additional responsive documents.

ii. By Plaintiff Grant

20. On November 11, 2020, Plaintiff served Defendant with her first set of discovery

requests, including document requests and interrogatories, to which Defendant filed its responses and objections on January 11, 2021. Defendant produced 3,710 pages of documents and also sample account-level transaction data in response to the discovery requests.

iii. Depositions

21. The Parties also took depositions. Though the cases were not formally consolidated at the time, the Parties agreed that Defendant's Fed. R. Civ. P. 30(b)(6) designees should be deposed simultaneously in the Actions for efficiency.

22. On June 25, 2021, Plaintiffs took the deposition of Defendant's corporate representative, Matthew Bazo, as to certain topics.

23. On July 9, 2021, Plaintiffs took another deposition of Defendant's corporate representative, Don Stoltz, as to other topics.

24. On August 18, 2021, Plaintiff took a second follow-up deposition of Defendant's corporate representative Mr. Bazo.

25. On October 18, 2021, Defendant deposed Plaintiffs' expert Arthur Olsen.

D. Mediation and Settlement Negotiations

26. The Parties proceeded to court-ordered mediation, electing to simultaneously mediate both Actions with a well-regarded and experienced class action mediator, Rodney Max, of Upchurch Watson White & Max Mediation Group. Class Counsel prepared a detailed, consolidated confidential mediation statement. In advance of mediation, Class Counsel conferred with the mediator, and separately with Defendant's counsel.

27. The Parties participated in a lengthy private mediation session on November 10, 2021. Although the Parties did not agree to settle during this mediation, they agreed to reconvene for a second session on December 13, 2021. They did so, which resulted in an agreement to

continue negotiations following the Parties' exchange of additional information aimed at reaching a settlement. With the benefit of the exchange of that information, the negotiations progressed such that, through numerous back-and-forth sessions, the Parties ultimately agreed to the material terms of this Agreement on February 25, 2022.

28. The Parties now agree to settle the Actions entirely, without any admission of liability, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaints, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaints, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaints. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to liquidate and recover on the claims asserted in the Complaints, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede the claims alleged in the Complaints lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

29. “Account” means any checking account maintained by Defendant.

30. “Accountholder” means any person who has or had any interest, whether legal or equitable, in an Account during the Class Periods.

31. “Action” or means *Angela Denise Grant v. CenterState Bank*, Case No. 8:20-cv-01920-MSS-AAS (“*Grant Action*”) and *Precision Roofing of N. Florida Inc. v. CenterState Bank*, 3:20-cv-352-J-39JRK (“*Precision Action*”), individually, and “Actions” means both the *Grant Action* and the *Precision Action*. The Actions are pending in the District Court in the Middle District of Florida.

32. “APPSN Fees” means fees that Defendant charged and did not refund on signature point of sale debit card transactions, where there was a sufficient indicated available balance at the time the transaction was authorized, but an indicated insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a member’s Account.

33. “APPSN Fee Class” means those current or former Accountholders of Defendant who were assessed APPSN Fees.

34. “APPSN Fee Class Period” means the period from April 6, 2015, though and including May 31, 2020.

35. “Complaints” means the Class Action Complaints filed in the Actions.

36. “Class Counsel” means:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow, Esq.
Jonathan M. Streisfeld, Esq.
1 West Las Olas Blvd.

Suite 500
Fort Lauderdale, FL 33301

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Jeffrey Kaliel, Esq.
1100 15th Street NW, 4th Floor
Washington, DC 20005

37. “Class Periods” means the APPSN Fee Class Period and the Multiple Fee Class Period.

38. “Class Representatives” means Angela Denise Grant and Precision Roofing of N. Florida Inc.

39. “Court” means the United States District Court for the Middle District of Florida.

40. “Current Accountholder” means a Settlement Class Member who is an Accountholder of Defendant as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

41. “Defendant” means CenterState Bank, now known as SouthState Bank.

42. “Effective Date” means 5 days after the entry of the Final Approval Order provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after entry of a dismissal of the appeal.

43. “Email Notice” means a short form of notice that shall be sent by email to Current Accountholders who agreed to receive Account statements by email substantially in the form attached as *Exhibit 1*.

44. “Final Approval” means the date that the Court enters the Final Approval Order.

45. “Final Approval Hearing” is the hearing held before the Court during which the Court will consider granting Final Approval to the Settlement and further determine the amount of attorneys’ fees and costs awarded to Class Counsel.

46. “Final Approval Order” means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded.

47. “Long Form Notice” means the form of notice that shall be posted on the Settlement Website created by the Settlement Administrator and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator in substantially the form attached as *Exhibit 2*.

48. “Multiple Fee” shall mean NSF Fees and OD Fees that were charged and not refunded for Automated Clearing House (ACH) debits and check transactions that were re-submitted by a merchant after being returned by Defendant for insufficient funds.

49. “Multiple Fee Class” shall mean those current or former Accountholders of Defendant who were assessed multiple fees.

50. “Multiple Fee Class Period” means the period from August 18, 2015, through August 21, 2020.

51. “Net Settlement Fund” means the Settlement Fund, minus Court-approved attorneys’ fees and costs awarded to Class Counsel.

52. “Notice” means the Email Notice, Long Form Notice, and Postcard Notice that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of

the Settlement.

53. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Email Notice, Postcard Notice, and Long Form Notice, which shall be substantially in the forms as the exhibits attached to this Agreement.

54. “NSF Fee” means any non-sufficient funds fee or fees assessed to an Accountholder of an Account for items returned when the Account has insufficient funds.

55. “Objection Period” means the period that begins the day after the earliest date on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. The deadline for the Objection Period shall be specified in the Notice.

56. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing. The deadline for the Opt-Out Period shall be specified in the Notice.

57. “Overdraft Fee” or “OD Fee” means any fee or fees assessed to an Accountholder for items paid when the Account had insufficient funds.

58. “Party” means each of the Plaintiffs and Defendant, and “Parties” means Plaintiffs and Defendant collectively.

59. “Past Accountholder” means a Settlement Class Member who is not an Accountholder of Defendant as of the date that the Net Settlement Fund is distributed to Settlement Class Members pursuant to this Agreement.

60. “Plaintiffs” means Angela Denise Grant and Precision Roofing of N. Florida Inc.

61. “Postcard Notice” shall mean the short form of notice that shall be sent by mail to Current Accountholders who have not agreed to receive notices by email, Past Accountholders, or for whom the Settlement Administrator is unable to send Email Notice using the email address

provided by Defendant, substantially in the form attached as *Exhibit 1*.

62. “Preliminary Approval” means the date that the Court enters an order preliminarily approving the Settlement, substantially in the form of the exhibit attached to the motion for Preliminary Approval.

63. “Preliminary Approval Order” means the order granting Preliminary Approval of this Settlement.

64. “Releasing Parties” means Plaintiffs and all Settlement Class Members, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through them or on their behalf.

65. “Relevant Fees” means APPSN Fees and Multiple Fees.

66. “Settlement Administrator” means the Settlement administrator agreed to by the Parties and identified in the Motion for Preliminary Approval. Settlement Class Counsel and Defendant may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

67. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

68. “Settlement Class” or “Settlement Classes” means all current and former Accountholders of Defendant with one or more Accounts, who were charged at least one Relevant Fee during the Class Periods. It includes both the APPSN Fee Class and the Multiple Fee Class.

Excluded from the Settlement Class or Settlement Classes is Defendant, its parents, subsidiaries, affiliates, officers, and directors; all Settlement Class members who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

69. “Settlement Class Member” means any member of one or both of the Settlement Classes who has not opted-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment and/or forgiveness of Uncollected Relevant Fees.

70. “Settlement Class Member Payment” means the cash distribution that will be made from the Net Settlement Fund to each Settlement Class Member, pursuant to the allocation terms of the Settlement.

71. “Settlement Fund” means the \$2,650,000.00 common cash fund Defendant is obligated to pay under the terms of this Settlement.

72. “Settlement Website” means the website that the Settlement Administrator will establish as a means for Settlement Class members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, Preliminary Approval Order, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website for at least six months after Final Approval.

73. “Uncollected Fees” means the APPSN Fees and Multiple Fees that were assessed, but not paid when an Account was closed and the APPSN Fees or Multiple Fees were charged off during the Class Period.

74. “Value of the Settlement” means the amount of the Settlement Fund, the Uncollected Fees, plus the Settlement Administration Costs and the value of the practice changes,

if quantifiable, related to the cessation of the assessment of APPSN Fees.

III. Change in APPSN Fees Practice and Multiple Fees Disclosure

75. As a result of the litigation, Defendant ceased the assessment of APPSN Fees on May 31, 2020. Defendant agrees not to revert to assessing APPSN Fees for a period of at least 5 years.

76. Also, as a result of this litigation, Defendant modified the Account agreement effective August 21, 2020, to better inform Accountholders and future customers that it would charge Multiple Fees on ACH debits and checks that were resubmitted for payment.

IV. Calculation of APPSN Fees and Multiple Fees

77. Defendant and Plaintiffs shall work cooperatively and in good faith to identify APPSN Fees, Multiple Fees, and Uncollected Fees for the entire Class Periods, as well as the value of the practice changes, if possible. Defendant shall provide Plaintiff's expert with the transactional data in its possession, custody, or control to allow Plaintiff's expert to identify and calculate the APPSN Fees for the APPSN Fee Class Period and the Multiple Fees for the Multiple Fee Class Period.

V. Certification of the Settlement Class

78. Plaintiffs shall propose and recommend to the Court that the Settlement Classes be certified for settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class in either of the Actions.

VI. Settlement Consideration

79. Settlement consideration consists of:

- a. The cash Settlement Fund in the amount of \$2,650,000.00. The Settlement Fund shall be used to pay: (1) all attorneys' fees and costs awarded to Class Counsel; and (2) all Settlement Class Member Payments.
- b. Forgiveness of all Uncollected Fees during the Class Periods; and
- c. The separate payment of all Settlement Administration Costs.

80. In addition to the foregoing, Defendant further agrees to pay the Plaintiffs \$5,000.00 each in consideration for the closing of their accounts and a general release. The Plaintiffs' accounts shall be closed by the Plaintiffs within 3 days of Final Approval and the payments hereunder shall be payable to either Plaintiffs directly or to Class Counsel on their behalf within 15 days of the Effective Date.

81. Other than the payments described in this, Defendant shall not be required to make another payments in this Settlement.

82. Within 15 days following the Effective Date, Defendant shall transfer to the Settlement Administrator the Net Settlement Fund minus the amount of Settlement Class Member Payments related to Account credits to be made by the Defendant to Settlement Class Members who are Current Accountholders.

83. For avoidance of doubt, it is agreed by the Parties that a Settlement Class Member may be in both Settlement Classes and qualify for a Settlement Class Member Payment as a member of each.

VII. Settlement Approval

84. Upon execution of this Agreement by all Parties, Class Counsel shall promptly

move the Court for a Preliminary Approval Order. The proposed Preliminary Approval Order shall be attached to the motion, or otherwise filed with the Court, and shall be in a form agreed to by Class Counsel and Defendant.

85. The motion for Preliminary Approval shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Classes for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth herein for members to exclude themselves from the Settlement Classes or for Settlement Class Members to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and counsel for Defendant, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees and costs.

VIII. Settlement Administrator

86. Although the Defendant is paying the Settlement Administration Costs, the Parties shall jointly oversee the Settlement Administrator.

87. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and distributing the Net Settlement Fund as provided herein.

88. The duties of the Settlement Administrator are as follows:

a. Use the name and address information for Settlement Class members provided by

Defendant in connection with the Notice Program approved by the Court, for the purpose of distributing the Postcard Notice and Email Notice, and later mailing Settlement Class Member Payments to Past Accountholder Settlement Class Members and to Current Accountholder Settlement Class Members where it is not feasible or reasonable for Defendant to make the Settlement Class Member Payments by a credit to the Current Settlement Class Members' Accounts;

b. Establish and maintain a post office box for requests for exclusion from the Settlement Class;

c. Establish and maintain the Settlement Website;

d. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

e. Respond to any mailed Settlement Class member inquiries;

f. Process all requests for exclusion from the Settlement Classes;

g. Provide weekly reports to Class Counsel and Defendant that summarizes the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare a declaration or affidavit to submit to the Court confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Settlement Class member who timely and properly requested exclusion from the Settlement Classes, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Distribute Settlement Class Member Payments by check to Past Accountholder

Settlement Class Members and Current Accountholder Settlement Class Members who are unable to receive credits;

j. Provide to Defendant the amount of the Settlement Class Member Payments to Current Accountholder Settlement Class Members and instruct Defendant to initiate the direct deposit or credit of Settlement Class Member Payments to Current Accountholder Settlement Class Members.

k. Pay invoices, expenses, and costs upon approval by Class Counsel and Defendant, as provided in this Agreement; and

l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been distributed.

IX. Notice to Settlement Class Members

89. Beginning no later than 90 days following entry of the Preliminary Approval Order, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class members may exclude themselves, meaning “opt-out” of the Settlement Class; a date by which Settlement Class Members may object to the Settlement and/or to Class Counsel’s application for attorneys’ fees and costs; the date upon which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part

of the Notice Program shall not bear or include Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. Within a reasonable time before initiating the Email Notice and Postcard Notice, the Settlement Administrator shall establish the Settlement Website.

90. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request for exclusion to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The request for exclusion must state the Settlement Class member's name, the last four digits of the Account number(s), address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement. If an Account has more than one Accountholder, and if one Accountholder excludes himself, herself, or itself from the Settlement Class, then all Accountholders on that Account shall be deemed to have opted-out of the Settlement with respect to that Account, and no Accountholder shall be entitled to a payment under the Settlement.

91. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees and costs, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the instructions. Objections to the Settlement, and to the application for attorneys' fees and costs, must be mailed to the Clerk of the Court, Class Counsel, Defendant's counsel, and the Settlement Administrator. For an objection to be considered by the

Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

92. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of the Action;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections

that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant may conduct limited discovery on any objector or objector's counsel consistent with the Federal Rules of Civil Procedure.

93. For those Settlement Class members who are Current Accountholders and have agreed to receive Account statements from Defendant electronically, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for these members. The Settlement Administrator shall send the Email Notice to each such member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall send a Postcard Notice in the manner described below. The Email Notice shall inform Settlement Class members how they may request a copy of the Long Form Notice.

94. For those Settlement Class members who are Current Accountholders of Defendant

who have not agreed to receive Account statements from Defendant electronically, or are Past Accountholders, the Postcard Notice shall be mailed to these members by first class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for these members. Prior to mailing the Postcard Notice, the Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Postcard Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address. For all mailed Postcard Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Postcard Notice once to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail. The Postcard Notice shall inform Settlement Class members how they may request a copy of the Long Form Notice.

95. The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. In addition to weekly updates to the Parties regarding the progress of the Notice Program and the declaration or affidavit by the Settlement Administrator in advance of the Final Approval Hearing and in support of the motion for Final Approval, a summary report of the Notice Program shall be provided to the Parties three days prior to the Final Approval Hearing. The database maintained by the Settlement Administrator regarding the Notices shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be kept confidential, not be shared with any third party and used only for purposes of implementing the terms of this

Agreement, and not be used for any other purposes.

96. The Email Notice, Postcard Notice, and Long Form Notice shall be in forms approved by the Court, and substantially similar to the notice forms attached hereto as *Exhibits 1 and 2*. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval. A Spanish language translation of the Long Form Notice shall be available on the Settlement Website and be provided to Settlement Class members who request it from the Settlement Administrator.

X. Final Approval Order and Judgment

97. Plaintiffs shall file their motion for Final Approval of the Settlement, inclusive of Class Counsel's application for attorneys' fees and costs no later than 30 days before the last day of the Opt-Out and Objection Period. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees and costs. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees and costs, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

98. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees and costs. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims (defined below); bar and enjoin all Releasing Parties from pursuing any Released Claims (defined below) against Released Parties (defined below) at any time, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Calculation and Disbursement of Settlement Class Member Payments.

99. Payments shall be made from the Settlement Fund as follows:

a. Class Counsel's Fees and Costs. Class Counsel's reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid by Defendant to Class Counsel from the Settlement Fund by wire transfer to account designated by Class Counsel within 5 days after the Effective Date. Class Counsel shall apply for an award of attorneys' fees of up to 33.33% of the Value of the Settlement, plus reimbursement of reasonable costs, to be approved by the Court. If the Final Approval Order is reversed on appeal, Class Counsel shall immediately repay all attorneys' fees and costs to the Settlement Administrator. If the award of attorneys' fees and costs is reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court, which reduced amount shall be added to the Net Settlement Fund for distribution to Settlement Class Members. This Settlement is not contingent on approval of a request for attorneys' fees and costs, and if the Court denies the request or grants it in an amount other than what was requested, the remaining provisions of the Settlement

Agreement shall remain in force. This provision was not negotiated until after the material Settlement terms, including the amount of the Settlement Fund and Settlement Class definition, were negotiated.

b. Settlement Administrator's Fees and Costs. The Settlement Administrator's fees and costs shall be paid separately by the Defendant, payable as they are incurred and upon submission of an invoice from the Settlement Administrator to Defendant's counsel. In the event the Final Approval Order is not entered, or this Agreement is terminated pursuant to the termination provisions hereinbelow, Defendant agrees to cover any costs incurred and fees charged by the Settlement Administrator prior to the denial of Final Approval or the termination of this Agreement.

c. Settlement Class Member Payments. The \$2,650,000.00 Settlement Fund is allocated \$1,457,500.00 (55%) is to the APPSN Fee Class and \$1,192,500.00 (45%) to the Multiple Fee Class. If applicable, Settlement Class Members may receive payments as members of the APPSN Fee Class and the Multiple Fee Class. Based on this allocation, payments from the Net Settlement Fund to the Settlement Class Members shall be calculated as follows:

i. Settlement Class Members of the APPSN Fee Class shall be paid per incurred APPSN Fee calculated as follows:

$(.55 \text{ of the Net Settlement Fund} / \text{Total APPSN Fees}) \times \text{Total number of APPSN Fees charged to and paid by each APPSN Fee Class member.}$

ii. Settlement Class Members of the Multiple Fee Class shall be paid per Multiple Fee calculated as follows:

$(.45 \text{ of the Net Settlement Fund} / \text{Total Multiple Fees}) \times \text{Total number of}$

Multiple Fees charged to and paid by each Multiple Fee Class member.

iii. Settlement Class Member Payments shall be made no later than 30 days after the Effective Date, as follows:

a) For those Settlement Class Members who are Current Accountholders at the time of the distribution of the Net Settlement Fund, a credit in the amount of the Settlement Class Member Payment they are entitled to receive shall be applied to any Account they are maintaining individually at the time of the credit. If by the deadline for Defendant to apply credits of Settlement Class Member Payments to Accounts Defendant is unable to complete certain credit(s), Defendant shall deliver the total amount of such unsuccessful Settlement Class Member Payment credits to the Settlement Administrator to be paid by check in accordance with subsection 2 below.

b) For those Settlement Class Members who are Past Accountholders at the time of the distribution of the Net Settlement Fund, they shall be sent a check by the Settlement Administrator at the address used to provide the Notice, or at such other address as designated by the Settlement Class Member. For jointly held Accounts, checks will be payable to all members, and will be mailed to the first member listed on the Account. The Settlement Administrator will make reasonable efforts to locate the proper address for any check returned by the Postal Service as undeliverable and will re-mail it once to the updated address or, in the case of a jointly held account, and in the Settlement Administrator's

discretion, to an Accountholder other than the one listed first. The Settlement Class Member shall have 180 days to negotiate the check. Any checks uncashed after 180 days shall be distributed pursuant to Section XII.

- iv. CenterState shall forgive and waive all Uncollected Fees no later than 30 days after the Effective Date. Defendant shall use best efforts to update any negative reporting to Chexsystems or credit reporting agencies with respect to Settlement Class Members who receive forgiveness of Uncollected Fees.
- v. In no event shall any portion of the Settlement Fund revert to Defendant.

XII. Disposition of Residual Funds

100. Within 7 days after the deadline to cash checks sent to Settlement Class Members, any residual funds shall be distributed as follows: (a) first to the Defendant as reimbursement for the payment of Settlement Administration Costs it paid to the Settlement Administrator as of that date; and (b) second by check to all Settlement Class Members who either cashed their checks or received an Account credit, unless the amount of residual funds is so small that it would be economically infeasible or impracticable to perform a secondary distribution. All costs associated with a secondary distribution shall be payable out of the funds remaining in the Net Settlement Fund.

101. If the amount of residual funds, after reimbursement to the Defendant for the payment of Settlement Administration Costs, is so small that it would be economically infeasible or impracticable to perform a secondary distribution, then within 14 days after the deadline cash the checks sent to Settlement Class Members by the Settlement Administrator, Plaintiffs shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties. Any remaining

amounts resulting from uncashed checks shall be distributed to the *cy pres* recipient approved by the Court. Similarly, if there are residual funds remaining 90 days following a secondary distribution, then Plaintiffs shall apply to the Court for a *cy pres* payment to the recipient agreed to by the Parties. Any remaining amounts resulting from uncashed checks shall be distributed to the *cy pres* recipient approved by the Court.

XIII. Releases

102. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them (“Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Periods that were or could have been alleged in the Action relating to the assessment of APPSN Fees and Multiple Fees (“Released Claims”).

103. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Defendant in any forum, action, or proceeding of any kind.

104. Plaintiffs or any Settlement Class Member may hereafter discover facts other than

or different from those that he/she/it knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she/it shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she/it shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she/it never receives actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

105. Nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present, or future amounts that may be owed by Plaintiffs or by any Settlement Class Member on his/her accounts, loans, or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts.

XIV. Termination of Settlement

106. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. The Court has entered the Preliminary Approval Order;
- b. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of approval; and

c. The Effective Date has occurred.

107. If all the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

108. Defendant shall have the option to terminate this Agreement if 5% or more of the total Settlement Class Members opt-out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section within 10 business days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

109. In the event this Agreement is terminated or fails to become effective, then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XV. Effect of a Termination

110. The grounds upon which this Agreement may be terminated are set forth herein above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

111. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for

any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

112. Defendant continues to dispute its liability for the claims alleged in the Action and maintains that its overdraft practices and representations concerning those practices complied, at all times, with applicable laws and regulations and the terms of the account agreements with its members. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Actions.

113. Class Counsel believe that the claims asserted in the Actions have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Actions. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant informal discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

114. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind

whatsoever.

115. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

116. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIX. Confidentiality

117. None of the Parties shall issue any press release or shall otherwise initiate press coverage of the Settlement, nor shall any Party post about the Settlement on social media or any website other than the fact that the Settlement was reached and that it was a fair and reasonable result. If contacted, the Party may respond generally, either online or in person, by stating that they are happy that the Settlement was reached and that it was a fair and reasonable result.

XX. Miscellaneous Provisions

118. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

119. Binding Effect. This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

120. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

121. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

122. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

123. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

124. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida, without regard to the principles thereof regarding choice of law.

125. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

126. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant or its affiliates at any time, including during any appeal from the Final Approval Order.

127. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow, Esq.
Jonathan M. Streisfeld, Esq.
1 West Las Olas Blvd.
Suite 500
Fort Lauderdale, FL 33301
Class Counsel

KALIELGOLD PLLC
Jeffrey Kaliel, Esq.
1100 15th Street NW, 4th Floor
Washington, DC 20005
Class Counsel

AKERMAN LLP
Christopher S. Carver, Esq.
3 Brickell City Centre
98 Southeast 17th Street, Miami, FL 33131
Email: christopher.carver@akerman.com
Counsel for Defendant

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

128. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendant and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

129. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

130. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and counsel for Defendant, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

131. Agreement Mutually Prepared. Neither Defendant nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

132. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts

in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Both Parties recognize and acknowledge that they and their experts reviewed and analyzed data for a subset of the time at issue and that they and their experts used extrapolation to make certain determinations, arguments, and settlement positions. The Parties agree that this Settlement is reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

133. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

Dated: Apr 2, 2022

Angela Grant
Angela Grant (Apr 2, 2022 13:42 EDT)

DENISE ANGELA GRANT
Plaintiff

Dated: Apr 4, 2022

Marie Fox
Marie Fox (Apr 4, 2022 10:21 EDT)

BY Marie Fox
Title Operations Manager
PRECISION ROOFING OF N. FLORIDA
Plaintiff

Dated: Mar 30, 2022

Jeffrey Ostrow
Jeffrey Ostrow (Mar 30, 2022 22:06 EDT)

JEFF OSTROW, ESQ.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: Mar 30, 2022

Jeff Kaniel
Jeff Kaniel (Mar 30, 2022 22:14 EDT)

JEFFREY KALIEL, ESQ.
KALIEL GOLD PLLC
Class Counsel

Dated: Mar 31, 2022

CENTERSTATE BANK N/K/A SOUTHSTATE
BANK, N.A.

William E. Matthews V
William E. Matthews V (Mar 31, 2022 09:00 CDT)

William E. Matthews, Senior Executive Vice
President and Chief Financial Officer, SouthState
Bank, N.A.

Dated: Mar 31, 2022

Lawrence D. Silverman
Lawrence D. Silverman (Mar 31, 2022 10:11 EDT)

LAWRENCE D. SILVERMAN, ESQ.
AKERMAN LLP
Counsel for Defendant

Exhibit 1 – Email and Postcard Notice

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT
READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH CENTERSTATE BANK, NOW KNOWN AS SOUTHSTATE BANK, AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN APRIL 6, 2015 AND MAY 31, 2020, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN AUGUST 18, 2015 AND AUGUST 21, 2020, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificación en Español, visitar www.XXXXXXXXXXXXXXXXXXXXXX.com.

The District Court for the Middle District of Florida has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Angela Denise Grant v. CenterState Bank* and/or *Precision Roofing of N. Florida Inc. v. CenterState Bank*, in which the Plaintiffs allege that Defendant CenterState Bank, now known as SouthState Bank improperly assessed certain overdraft fees between August 6, 2015 and May 31, 2020 and/or NSF Fees and overdraft fees between August 18, 2015 and August 21, 2020. The Actions have been consolidated for Settlement approval purposes. If you are a member of one or both of the Settlement Classes, and if the Settlement is approved, you may be entitled to receive a cash payment or account credit from the \$2,650,000.00 Settlement Fund, which is allocated \$ _____ for the APPSN Fee Class and \$ _____ for the Multiple Fees Class, or the forgiveness of Uncollected Fees which is allocated \$ _____ for the APPSN Fee Class and \$ _____ for Multiple Fee Class.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on [INSERT DATE]. At that hearing, the Court will consider whether to grant Final Approval of the Settlement, and whether to approve payment from the Settlement Fund of up to 33.33% of the Value of the Settlement for attorneys' fees and reimbursement of costs to Class Counsel. If the Court grants Final Approval of the Settlement and you do not request to be excluded from the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your Account or a cash payment to you if you are no longer an accountholder.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long Form Notice, please visit [INSERT WEBSITE ADDRESS]. Alternatively, you may call [INSERT PHONE #].

If you do not want to participate in this settlement—you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than [PARTIES TO INSERT DATE]. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable,

you may object by submitting an objection postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the opt-out and objection procedures by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS] or by calling [Insert Phone #].

Exhibit 2 – Long Form Notice

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
 MAY AFFECT YOUR RIGHTS!**

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH CENTERSTATE BANK, NOW KNOWN AS SOUTHSTATE BANK, AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN APRIL 6, 2015 AND MAY 31, 2020, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN AUGUST 18, 2015 AND AUGUST 21, 2020, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificacion en Espanol, visitar www.XXXXXXXXXXXXXXXXXXXXXX.com.

The District Court for the Middle District of Florida has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you don't do anything, you will receive a payment from the Settlement Fund or the forgiveness of Uncollected Fees so long as you do not opt-out of the settlement (described in the next box).
OPT-OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the Settlement or "opt-out." This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a payment from the Settlement Fund or the forgiveness of Uncollected Fees. If you opt-out of the Settlement, but want to recover against Defendant, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you Believe the Court should reject the Settlement. If your objection is overruled by the Court, then you may receive a payment or credit or forgiveness of debit and you will not be able to sue Defendant for the claims asserted in the litigation. If the Court agrees with your objection, then the Settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the Settlement are explained in this Notice.

BASIC INFORMATION

1. What are the lawsuits about?

The lawsuits that are being settled are entitled *Angela Denise Grant v. CenterState Bank* and *Precision Roofing of N. Florida Inc. v. CenterState Bank*. They are pending in the District Court in the Middle District of Florida. The cases are “class actions” and have case numbers: 8:20-cv-01920-MSS-AAS and 3:20-cv-352-J-39JRK, respectively, and have been consolidated for the purpose of the Court presiding over the Settlement approval process.

That means that the “Class Representatives,” Angela Denise Grant and Precision Roofing of N. Florida Inc., are individually acting on behalf of current and former accountholders who were purportedly improperly assessed APPSN Fees between April 6, 2015 and May 31, 2020 and Multiple Fees between August 18, 2015 and August 21, 2020. The Class Representatives have asserted claims for breach of contract.

Defendant does not deny it charged the fees the Class Representatives are complaining about, but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Class Representatives or any Settlement Class members.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Defendant’s records indicate that you were charged one or more APPSN Fees and/or Multiple Fees that are the subject of the Actions. The Court directed that this Notice be sent to all Settlement Class members because each such member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

3. Why did the Parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representatives’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representatives’ lawyers, known as Class Counsel, make this recommendation to the Class Representatives. The Class Representatives have the duty to act in the best interests of the Settlement Class as a whole and, in this case, it is their belief, as well as Class Counsel’s opinion, that this Settlement is in the best interest of all Settlement Class members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees at issue. And even if it was contractually wrong to assess these fees, there is uncertainty about whether the Class Representatives’ claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representatives were to win at trial, there is no assurance that the Settlement Class members would be awarded more than the current settlement amount, and it may take years of litigation before any payments would be made. By settling, the Settlement Class Members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received this notice, then Defendant's records indicate that you are a member of one or both of the Settlement Classes and are entitled to receive a payment/credit to your Account or the forgiveness of Uncollected Fees.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive a payment/account credit or forgiveness of Uncollected Fees according to the terms of this Settlement; (2) opt-out from the Settlement; or (3) participate in the Settlement, but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive a payment/account credit or forgiveness of Uncollected Fees. If you do nothing, then you will get a payment/credit or the forgiveness of Uncollected Fees.

The deadline for sending a letter to opt-out of the Settlement is [REDACTED].

The deadline to file an objection with the Court is also [REDACTED].

7. How do I decide which option to choose?

If you do not like the Settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire), and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting-out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved, and no payments will be made to you or any other member of the Settlement Class. If your objection (and any other objection) is overruled, and the Settlement is approved, then you may still get a payment/credit or the forgiveness of Uncollected Fees and will be bound by the Settlement.

If you want to participate in the Settlement, then you don't have to do anything; you will receive a payment/credit or forgiveness of Uncollected Fees if the Settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at a “Final Approval Hearing,” which is currently scheduled for [REDACTED], 2022.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of \$2,650,000.00 and to separately pay the Settlement Administration Costs.

As discussed separately below, attorneys’ fees and litigation costs will be paid out of the Settlement Fund. The Net Settlement Fund will be divided among all Settlement Class Members entitled to Settlement Class Member Payments based on formulas described in the Settlement Agreement.

10. How much of the Settlement Fund will be used to pay for attorney fees and costs?

Class Counsel will request the Court to approve payment from the Settlement Fund for attorneys’ fees of not more than 33.33% of the Value of the Settlement and reimbursement for litigation costs incurred in prosecuting the Actions. The Court will decide the amount of the attorneys’ fees and costs after application by Class Counsel which shall be made contemporaneously with the filing of the Motion for Final Approval of the Settlement.

11. Who will pay the Settlement Administrator’s expenses?

The Settlement Administrator’s expenses will be paid separately by the Defendant. None of the fees or costs will be paid from the Settlement Fund; therefore, the payment will not reduce the amount of your payment/credit or amount of forgiven Uncollected Fees.

12. How much will my payment/credit or forgiveness of Uncollected Fees be?

The balance of the Settlement Fund after attorneys’ fees and costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the formulas outlined in the Settlement Agreement for the APPSN Fee Class and Multiple Fee Class. Current Accountholders will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders shall receive a check from the Settlement Administrator. Those Settlement Class Members entitled to the forgiveness of Uncollected Fees will receive a discharge of their pro rata share of the Uncollected Fees based upon the number of APPSN Fees or Multiple Fees that were assessed.

13. Do I have to do anything if I want to participate in the Settlement?

No. If you received this Notice, then you may be entitled to receive a payment/credit for Relevant Fees or forgiveness of Uncollected Fees without having to make a claim, unless you choose to opt-out of the Settlement.

14. When will I receive my payment/credit or forgiveness of Uncollected Fees?

The Court will hold a Final Approval Hearing on [REDACTED], at [REDACTED] to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments/credits or forgiveness of Uncollected Fees should be issued within 30 days of the Effective Date. However, if someone objects to the Settlement, and the objection is sustained, then there is no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the Settlement?

If you do not want to receive a payment/credit or forgiveness of Uncollected Fees, and if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must opt-out of the Settlement.

To opt-out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Angela Denise Grant v. CenterState Bank* and *Precision Roofing of N. Florida Inc. v. CenterState Bank* class actions.” Be sure to include your name, the last four digits of your member number(s) or former member number(s), address, telephone number, and email address. Your opt-out request must be postmarked by [REDACTED], and sent to:

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank

Attn:

ADDRESS OF THE SETTLEMENT ADMINISTRATOR

16. What happens if I opt-out of the Settlement?

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in the Actions. However, you will not be entitled to receive a payment from the settlement.

OBJECTING TO THE SETTLEMENT

17. How do I notify the Court that I do not like the Settlement?

You can object to the Settlement or any part of it that you do not like **IF** you do not opt-out from the Settlement. (Settlement Class members who opt-out from the Settlement have no right to object to how other Settlement Class Members are treated.) To object, you **must** send a written document by mail or private courier (e.g., Federal Express) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant’s Counsel at the addresses below. Your objection must include the following information:

- a. the name of the Action;

- b. the objector's full name, mailing address telephone number, and email address (if any);
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. the objector's signature (an attorney's signature is not sufficient).

All objections must be post-marked no later than _____, and must be mailed to the Clerk of the Court, Settlement Administrator, Class Counsel, and Defendant's Counsel as follows:

CLERK OF COURT	SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENDANT'S COUNSEL
<p>Clerk of the District Court for the Middle District of Florida George C. Young Federal Annex Courthouse 401 West Central Boulevard Orlando, Florida 32801</p>	<p>Angela Denise Grant v. CenterState Bank and Precision Roofing of N. Florida Inc. v CenterState Bank Settlement Administrator Attn: ADDRESS OF THE SETTLEMENT ADMINISTRATOR</p>	<p>Jeff Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, Florida 33301 and Jeffrey D. Kaliei Kaliel Gold PLLC 1100 15th Street NW, 4th Floor Washington, DC 20005</p>	<p>Christopher S. Carver Akerman LLP 3 Brickell City Centre 98 Southeast 17th St., Miami, FL 33131</p>

18. What is the difference between objecting and requesting to opt-out of the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment/credit or forgiveness of Uncollected Fees if the Settlement is approved, but you will release claims you might have against Defendant. Opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment/credit or forgiveness of Uncollected Fees or release claims you might have against Defendant for the claims alleged in this lawsuit.

19. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other member of the Settlement Class, then there is no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [redacted] on [redacted], 2022 at the [redacted] Courthouse for District Court for the Middle District of Florida, in Courtroom [redacted] (or such other

courtroom as the Court designates), which is located at [REDACTED]. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs to the Class Representatives. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.\[REDACTED\]](#).

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

22. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 17, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Settlement Class Members.

24. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

25. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application in the Motion for Final Approval at the website established by the Settlement Administrator.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [\[WEBSITE\]](#).

For additional information about the Settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida v. CenterState Bank
Settlement Administrator
Attn:

For more information, you also can contact the Class Counsel as follows:

Jeff Ostrow
Jonathan M. Streisfeld
KOPELOWITZ OSTROW P.A.
One West Las Olas Boulevard
Suite 500
Fort Lauderdale, Florida 33301
954-525-4100
954-525-4300
ostrow@kolawyers.com
streisfeld@kolawyers.com

and

Jeffrey D. Kaliel
KALIEL GOLD PLLC
1100 15th Street NW, 4th Floor
Washington, DC 20005
202-350-4783
jkaliel@kalielpllc.com

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF
DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***

EXHIBIT B

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

PRECISION ROOFING OF N.
FLORIDA INC. individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 3:20-cv-352-BJD-LLL

ANGELA DENISE GRANT, on behalf
of herself and all persons similarly
situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 8:20-cv-01920-BJD-AAS
(Administratively Closed)

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT
AND APPLICATION FOR ATTORNEYS' FEES AND COSTS**

We, Jonathan M. Streisfeld and Jeffrey Kaliel, hereby declare as follows:

1. We are Class Counsel¹ of record for Plaintiffs Precision Roofing of N. Florida Inc. and Angela Denise Grant, and the proposed Settlement Class in the

¹ The capitalized terms used herein shall have the same meanings as those defined in the Settlement Agreement and Releases.

above-captioned matter. We submit this Joint Declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Settlement and Application for Attorneys' Fees and Costs, and Incorporated Memorandum of Law. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

Kopelowitz Ostrow P.A. ("KO")

2. KO has extensive experience litigating nationwide and state consumer class actions. Although the firm handles a variety of consumer class actions, KO focuses a significant amount of its resources on pursuing financial institutions and other corporations that assess their accountholders unlawful fees.

3. KO has been appointed class counsel in dozens of cases throughout the country and have tried several to verdict. The firm is well positioned to understand the risks of this Action and why settlement at this stage of the litigation was the best option for the putative class. Based upon KO's experience as one of the leading financial services and unlawful fee class action firms for over a decade, KO is confident that the Settlement obtained here is a good result. KO has devoted the time and resources of its attorneys and staff to ensure the vigorous prosecution of the claims brought on behalf of the putative class in this litigation. The KO firm resume, including information confirming the experience of Jeff Ostrow and Jonathan Streisfeld in class action litigation, and a listing of cases demonstrative of KO's success in litigation against financial institutions, is attached as **Exhibit 1**.

KalielGold PLLC (“KG”)

4. Mr. Kaliel is currently class counsel in numerous ongoing putative class action lawsuits. Additionally, KG has been named class counsel or settlement class counsel in numerous class actions including, *inter alia*, *Figueroa v. Capital One, N.A. et al.*, No. 3:18-cv-00692 (S.D. Cal.); *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Walters v. Target Corporation*, No. 3:16-CV-01678-L-MDD (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01-GWBC (1st Cir. Haw.); *Brooks v. Canvas Credit Union*, 2019CV30516 (Denver Cnty., Colo. Dist. Ct); *Martin v. L&N Federal Credit Union*, No. 19-CI-002873 (Jefferson Cir. Ct., Tenn.); *Lambert v Navy Federal Credit Union*, No. 1:19-cv-00103 (E.D. Va.); *Perks v Activehouse d/b/a Earnin*, No. 5:19-cv-05543 (N.D. Cal.); and *White v Members 1st Credit Union*, No. 1:19-cv-00556 (M.D. Pa.). Mr. Kaliel’s biography and experience is further detailed in the firm’s resume, attached hereto as **Exhibit 2**.

Class Counsel’s Investigation

5. Before filing the Action, Class Counsel spent many hours investigating the claims of several potential plaintiffs against Defendant. Class Counsel interviewed Plaintiffs and gathered documents and information about Defendant’s alleged conduct and its impact on Accountholders, essential to Class Counsel’s ability to understand Defendant’s alleged conduct, the material Account agreement language, and potential remedies.

6. Class Counsel also expended significant resources researching and developing the legal claims at issue. Class Counsel are familiar with the claims as they have litigated and resolved several similar cases with the same factual and legal issues. Class Counsel has experience in understanding the damages at issue, what information is critical in determining class membership, and what data is necessary to calculate each Settlement Class Member's respective damages. Once the Action was filed, Class Counsel spent a significant amount of time analyzing data regarding Defendant's NSF Fee and OD Fee revenue to analyze the damages.

7. To even be able to identify the alleged inappropriate fees requires specialized knowledge and skill, as do the theories surrounding the alleged fees, not to mention the specialized knowledge of class action procedure required to achieve certification, let alone settlement. Because Class Counsel has litigated many complex consumer cases involving financial services and debit cards, including working extensively with experts to uncover the methodologies behind the assessment of fees, they were able to successfully litigate and settle this matter.

8. Class Counsel, fully informed of the claims' merits, negotiated the Settlement with the assistance of experience mediator, Rodney Max, Esq. of Upchurch Watson White Max, while zealously advancing the position of Plaintiffs and the members of the Settlement Class and being fully prepared to continue to litigate rather than accept any settlement that was not in the best interest of Plaintiffs and the Settlement Class. Class Counsel were well-positioned to evaluate the claims' strengths and weaknesses, as well as the proper basis to settle them, from their prosecution, and

ensuing settlement, of numerous bank and credit union cases involving similar legal and factual issues.

9. In summary, prior to negotiating the Settlement, Class Counsel spent significant time conferring with Plaintiffs, investigating facts, researching the law, preparing a well-pleaded complaint, and engaging in sufficient discovery. Class Counsel thoroughly investigated and analyzed Plaintiffs' claims and engaged in extensive discovery, enabling them to gain an understanding of the evidence related to central questions in the Action and prepared them for well-informed settlement negotiations.

Background and Procedural History

10. The following summarizes the procedural history of the Actions that are the subject of the Agreement. On April 26, 2022, the Court consolidated the Actions. Before that, the Parties informally coordinated certain discovery efforts and participated in mediation after the Court denied motions to dismiss in both Actions.

Precision Roofing of N. Florida v. CenterState Bank

11. On April 6, 2020, Plaintiff Precision Roofing filed a putative Class Action Complaint in the Precision Action asserting a claim for breach of contract, including breach of the covenant of good faith and fair dealing, challenging Defendant's assessment of APPSN Fees on debit card transactions. On July 7, 2020, Defendant moved to dismiss, which was fully briefed, following which Plaintiff filed several notices of supplemental authority. On February 22, 2021, the Court denied Defendant's Motion to Dismiss entirely. Defendant filed its Answer and Affirmative

Defenses to Plaintiff's Complaint on March 12, 2021. On September 3, 2021, following discovery, Plaintiff filed its Motion for Class Certification, supported by the report of Plaintiff's expert, Arthur Olsen. On October 25, 2021, Defendant filed its Response in Opposition to the Motion for Class Certification. With the Parties' agreement, and with the Court's approval, the Precision Action was stayed for mediation.

Grant v. CenterState Bank

12. On August 18, 2020, Plaintiff Grant filed a putative Class Action Complaint in the Grant Action, asserting a claim for breach of contract, including breach of the covenant of good faith and fair dealing, challenging Defendant's assessment of multiple NSF Fees and/or OD Fees on the same ACH debit or check item. On September 25, 2020, Defendant moved to dismiss, which was fully briefed, following which Plaintiff filed several notices of supplemental authority. On July 16, 2021, the Court denied the Motion to Dismiss as to the breach of contract claim but dismissed the part of the claim seeking to enforce the covenant of good faith and fair dealing. Defendant filed its Answer and Affirmative Defenses to Plaintiff's Complaint on July 20, 2021. On September 3, 2021, following discovery, Plaintiff filed her Motion for Class Certification, supported by Mr. Olsen's expert report. On October 25, 2021, Defendant filed its Response in Opposition to the Motion for Class Certification. With the Parties' agreement, and with the Court's approval, the Grant Action was stayed for mediation.

Practice Changes

13. Defendant charged OD Fees on APPSN transactions. After the *Precision*

Action was filed, Defendant ceased charging such fees. Thus, the APPSN Fee Class Period ends on May 31, 2020.

14. Similarly, Defendant changed its Account agreement effective August 22, 2020, after the *Grant* Action was filed, to specify the possibility of Multiple Fees on an item. Thus, Multiple Fee Class Period ends on August 21, 2020.

Discovery Efforts

15. Class Counsel served interrogatories and document requests in the Actions and initiated several meet and confer conferences to discuss discovery responses and objections, and production of electronically stored information, damages data, and other documents and materials subject to discovery. Those efforts led to the production, and Class Counsel's analysis, of thousands of pages of documents (2,588 pages for the *Precision* Action and 3,710 pages for the *Grant* Action), sample account-level transaction data, and other information to evaluate the claims, defenses, to prepare for depositions taken in the case, and to move for class certification in the Actions.

16. Class Counsel worked with Mr. Olsen, the preeminent expert for bank account fee class action litigation. He analyzed sample transaction data produced to arrive at opinions as to methodologies to be employed to determine damages and class membership for the motion for class certification in each of the Actions. Those methods will be used for the Settlement.

17. The Parties also took depositions. Though not formally consolidated at the time, the Parties agreed that Defendant's Fed. R. Civ. P. 30(b)(6) designees should

be deposed simultaneously in the Actions for efficiency. Matthew Bazo was deposed on June 25, 2021, and again on August 18, 2021. Don Stoltz was deposed on July 9, 2021. Mr. Olsen was deposed by Defendant on October 18, 2021.

Mediation

18. The Parties proceeded to court-ordered mediation, simultaneously mediating both Actions with a well-regarded and experienced class action mediator, Mr. Max. Class Counsel prepared a detailed, consolidated confidential mediation statement. In advance of mediation, Class Counsel conferred with the mediator, and separately with Defendant's counsel.

19. The extensive negotiations were conducted over several months and three formal sessions at arm's-length. The Parties participated in a lengthy mediation session on November 10, 2021. Though they did not settle, they agreed to reconvene on December 13, 2021. That session resulted in an agreement to continue negotiations following the Parties' exchange of additional information. Thereafter, the negotiations progressed, and the Parties ultimately agreed settle the Actions on February 25, 2022. Thereafter, the Parties negotiated and executed the Agreement dated March 30, 2022.

20. The Parties then moved to consolidate the Actions for an efficient Settlement approval process that would include a single Notice Program because some Settlement Class members will be members of APPSN Fee Class and Multiple Fee Class. The Court consolidated the Actions.

21. Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law on May 6, 2022.

22. On April 6, 2023, Magistrate Judge Lambert issued the Report and Recommendation, recommending the Court grant Preliminary Approval of the Settlement.

23. The Parties filed their Joint Notice of Non-Objection to the Report and Recommendation on April 14, 2023.

24. On June 21, 2023, the Court issued two orders (1) adopting the Report and Recommendation and (2) certifying the Settlement Class and setting the Final Approval Hearing for September 20, 2023.

25. On July 19, 2023, Plaintiffs filed an Unopposed Motion to Amend Final Approval Schedule Set Forth in Order Certifying Settlement Class. The Court granted this motion, and subsequently, rescheduled the Final Approval Hearing for November 11, 2023.

26. Following execution of the Agreement, Class Counsel worked extensively with Mr. Olsen, Defendant's counsel, and Defendant to gather the data necessary to determine which Accountholders are in the Settlement Classes and their individual APPSN Fees and Multiple Fees. Thereafter, Defendant used the results of Plaintiff's expert's analysis to deliver the list of Settlement Class members to the Settlement Administrator for the Notice Program.

Terms of the Settlement

27. Defendant will pay \$2,650,000.00 into the Settlement Fund, allocated \$1,457,500.00 (55%) for the APPSN Fee Class and \$1,192,500.00 (45%) for the Multiple Fee Class. That fund will pay: (a) Settlement Class Member Payments; and

(b) attorneys' fees and costs awarded to Class Counsel.

28. Defendant has also agreed to: (1) forgive and waive Uncollected Fees assessed to Accountholders; and (2) separately pay the Settlement Administration Costs. The Settlement Administration Costs are estimated to be \$70,177.00. Additionally, there are non-monetary benefits via Defendant's agreed practice changes.

29. Defendant agreed to forgive and waive all Uncollected Fees (APPSN Fees and Multiple Fees assessed, but not paid when an Account was closed and those fees were charged off) no later than 30 days after the Effective Date. Defendant will use best efforts to update any negative reporting to Chexsystems or credit reporting agencies with respect to Settlement Class Members who receive forgiveness of Uncollected Fees. The Uncollected Fees are in the process of being identified.

30. The Settlement Administrator, Kroll Settlement Administration, LLC, is highly qualified to manage the entire process.

31. Settlement Class Members do not have to submit claims or take any other affirmative step to receive Settlement benefits. Instead, Defendant and the Settlement Administrator will automatically distribute the Net Settlement Fund pro rata via either Account credits or checks.

32. Defendant agrees Class Counsel are entitled to attorneys' fees and costs to be determined by this Court. The Fee and Cost Award will serve to compensate Class Counsel for the time, risk, and expenses incurred to pursue the class claims. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs.

33. The Parties did not discuss Attorneys' Fees and Costs until they agreed on the material terms of the Settlement, Notice Program, and scope of the Released Claims.

34. The Settlement Administrator has implemented the Notice Program. The Notice Program was designed to and did provide the best notice practicable and was tailored to take advantage of the information Defendant had available about Settlement Class members. As Federal Rule of Civil Procedure 23 requires, the Notices generally described the Settlement in sufficient detail to alert those with adverse viewpoints to investigate and come forward to be heard, and Notices contained all of the critical information required to apprise Settlement Class members of their rights. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement, and their rights to opt-out of the Settlement Class or object to the Settlement.

Risks of Continued Litigation and Benefit of the Settlement

35. The Settlement Fund represents a substantial percentage of the APPSN Fees and Multiple Fees allegedly wrongly assessed against the Settlement Class. The Settlement Fund equals approximately 60% of the most likely recoverable damages, without further risks or delays. In light of the inherent litigation risks, Plaintiffs and Class Counsel submit that it is a very fair and reasonable recovery, and there are no grounds to doubt the Agreement's fairness. The Settlement benefits fairly and adequately compensate Settlement Class Members for the harm they suffered, and considering the risks of litigation, is an excellent result for the Settlement Class.

36. Prosecuting the Action was risky from the outset. The Settlement is particularly noteworthy given the combined litigation risks. While Plaintiffs avoided dismissal on both theories at the motion to dismiss stage, the success of Plaintiffs' claims, however, turned on these and other questions likely to arise again in the pending motions for class certification, at summary judgment, at trial, and on post-judgment appeal.

37. Class Counsel, a group with significant experience in class action litigation, strongly believe the Value of the Settlement is fair, reasonable, and adequate. The Settlement was reached in the absence of collusion and is the result of good-faith, informed, and arm's-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at stake.

38. Class Counsel believe Plaintiffs had a strong case, but even so, Class Counsel are mindful that Defendant advanced significant defenses that would have been required to overcome in the absence of the Settlement.

39. This Action involved several major litigation risks that loomed in the absence of settlement, including, but not limited to class certification, summary judgment, *Daubert* motions, trial, as well as appellate review following a final judgment.

40. Apart from the risks, continued litigation would have involved substantial delay and expense, which further counsels in favor of Final Approval. The uncertainties and delays from this process would have been significant.

41. All that is certain is that with continued litigation, the putative class

would face a notably longer wait before receiving any potential recovery, if they received any recovery at all.

42. Given the significant litigation risks faced, the Settlement represents a successful result. The Value of the Settlement is outstanding, given the complexity of the litigation and the significant risks and barriers that loomed without Settlement. Based on the analysis of Defendant's transactional data for mediation, the Value of the Settlement represents a substantial percentage of the Settlement Class's most probable damages recovery if Plaintiffs and certified classes were successful in all respects through trial and appeal. Defendant's forgiveness of Uncollected Fees, payment of all Settlement Administration Costs, and the practice changes further increase the Value of the Settlement. Thus, in Class Counsel's experience and informed judgment, the Settlement represents an excellent recovery for the Settlement Class, and the Value of the Settlement outweighs risks and uncertainties of continued litigation.

43. The Settlement is fair, reasonable, and in the Settlement Class members' best interests in light of Defendant's defenses and the challenging and unpredictable litigation path Plaintiffs would have faced absent a settlement.

44. Plaintiffs maintain that their claims are meritorious; that they would establish liability and recover substantial damages if the case proceeded to trial; and that the final judgment recovered in favor of Plaintiffs and the certified classes would be affirmed on appeal. But Class Counsel are also pragmatic and recognize that Plaintiffs' ultimate success would require them to prevail, in whole or in part, at all of

these junctures. Conversely, Defendant's success at any of these junctures could or would have spelled defeat for Plaintiffs and the Settlement Class. Thus, continued litigation posed significant risks and numerous uncertainties, as well as the time, expense, and delay associated with trial and appellate proceedings.

45. In addition, Defendant asserted numerous defenses to class certification raising substantial litigation risks, each of which by itself, could easily have impeded Plaintiffs' and the Settlement Class's successful prosecution of these claims at trial and in an eventual appeal.

46. Given these risks, a settlement that provides members of the Settlement Class with a substantial percentage of the most likely recoverable damage is outstanding, particularly when also considering the non-monetary relief.

Class Treatment is Appropriate

47. Those common questions of law and fact concerning the APPSN Fee and Multiple Fee practices alleged to have injured all class members in the same way, which would generate common answers central to the claims' viability if they were tried.

48. Plaintiff Precision Roofing's and Plaintiff Grant's respective interests are coextensive and do not conflict with the interests of the APPSN Fee Class and Multiple Fee Class. They have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests.

49. Further, Plaintiffs and the proposed Settlement Class are represented by qualified and competent Class Counsel with extensive experience and expertise

prosecuting complex class actions, including similar account fee class actions, they devoted substantial time and resources to vigorous litigation, and will vigorously protect the Settlement Class's interests, as they have done pursuant to the Preliminary Approval Order.

50. Plaintiffs are typical of their respective APPSN Fee Class and Multiple Fee Class members as they were subjected to the same account fee practices, claim the same injuries, and will benefit from the Settlement relief.

51. As stated previously, Class Counsel has significant experience in the litigation, certification, trial, and settlement of national class actions, including numerous claims against banks and credit unions, through their active roles similar class actions throughout the country, many of which have settled and received final approval. *See Exhibits 1-2.*

52. Central liability questions common to all Settlement Class members substantially outweigh any possible issues individual to each member. For example, each Settlement Class member's relationship with Defendant arises from account agreements that are the same or substantially similar in all relevant respects to other members' Account agreements.

53. Finally, ascertainability and numerosity are met. The 22,745 Settlement Class members were readily ascertainable and precisely identifiable from Defendant's records.

Attorneys' Fees and Litigation Costs

54. Class Counsel respectfully request an award of attorneys' fees of

\$906,634.99, which is equal to 33.33% of the Value of the Settlement (\$2,650,000.00 Settlement Fund and \$70,177 for estimated Settlement Administration Costs).

55. Class Counsel also request reimbursement of \$80,710.64 for litigation costs incurred to prosecute the Action and for the Settlement.

56. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs incurred. Defendant does not oppose these requests.

57. Prosecuting and settling these claims demanded considerable time and labor, making this fee request reasonable. The organization of Class Counsel ensured that the work was coordinated to maximize efficiency and minimize duplication of effort. Class Counsel devoted substantial time to investigating the factual claims against Defendant, and also expended resources researching and developing the legal claims at issue. Extensive time and resources were also dedicated to conducting discovery, including both issuing, reviewing and responding to written discovery and document production. Class Counsel also expended significant resources researching and developing the arguments presented in opposition to Defendant's motions and briefs, and briefing class certification.

58. Settlement negotiations consumed additional time and resources. The multiple mediation sessions and subsequent settlement discussions required substantial preparation and damage analysis. Finally, a significant time was devoted to negotiating and drafting the Settlement and the preliminary approval process, and to all actions required thereafter pursuant to the Preliminary Approval Order. All of this work consumed a substantial amount of time. Class Counsel will also spend time

with Settlement administration after Final Approval.

59. All told, Class Counsel's coordinated work paid dividends for the Settlement Class. Each of the above-described efforts was essential to achieving the Settlement before the Court. The time and resources Class Counsel devoted to prosecuting and settling this Action readily justify the requested fee.

60. This Court witnessed the quality of Class Counsel's legal work, including briefing motions to dismiss and motions for class certification before the Parties mediated and reached the proposed Settlement, conferring a substantial benefit on the Settlement Class, and facing significant litigation obstacles. Class Counsel's work required the acquisition and analysis of a great amount of facts and law.

61. In any given case, the skill of legal counsel should be commensurate with the novelty and complexity of the issues, as well as the skill of the opposing counsel. Litigation of this Action required counsel trained in class action law and procedure. Class Counsel possess these attributes, and their participation added value to the representation of this Settlement Class. The record demonstrates the complex and novel challenges which Class Counsel met at every juncture. Notably, while there has been great success at the motion to dismiss stage, and Class Counsel are confident they would be successful at trial, currently no case challenging APPSN Fees or Multiple Fees has been tried to judgment yet.

62. Defendant is represented by experienced and skilled attorneys at the nationally recognized law firm, Akerman LLP, who proved to be extremely competent counsel and worthy adversaries.

63. Class Counsel and Defendant negotiated and reached agreement regarding attorneys' fees and costs only after reaching agreement on all other material Settlement terms. Both are subject to this Court's approval and will compensate for the time, risk, and expense Class Counsel incurred pursuing the Action.

64. Public policy concerns—in particular, ensuring the continued availability of experienced and capable counsel to represent classes of injured plaintiffs holding small individual claims—also support the requested fee.

65. In undertaking to prosecute this complex case entirely on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment. The progress of the Action shows the inherent risk faced by Class Counsel in accepting and prosecuting the Action on a contingency fee basis. Class Counsel remains completely uncompensated for the time invested in the Action, in addition to the substantial costs they advanced.

66. Notably, courts approving attorneys' fee requests in other bank fee settlements have approved awards equal to the award requested here. Indeed, the requested 33.33% is in line with what has been routinely approved by judges who have approved similar bank fee class actions settlements. Since 2010, numerous other courts have awarded percentage-of-recovery-based fees in insufficient funds and overdraft fee class actions (some on the same theories of liability and others based on different—but arguably less difficult—theories of liability):

Case Name	Percentage-of-the-Fund Awarded
<i>Lopez v. JPMorgan Chase Bank, N.A.</i> , No. 1:09-MD-02036-JLK (S.D. Fla.)	44% of value of settlement, which includes 30% of \$110 million cash fund and 30% of value of practice changes
<i>Farrell v. Bank of Am., N.A.</i> , 327 F.R.D. 422 (S.D. Cal. 2018), <i>aff'd sub nom. Farrell v. Bank of Am. Corp., N.A.</i> , 827 F. App'x 628 (9th Cir. 2020)	40% of 37.5 million common fund
<i>Jacobs v. Huntington Bancshares Inc.</i> No. 11-cv-000090 (Lake County Ohio)	40% of value of settlement, which includes 40% of \$8.975 million and 40% of \$7 Million in debt forgiveness
<i>Kelly v. Old Nat'l Bank</i> , No. 82C01-1012-CT-627 (Vanderburgh Cty., Ind.)	40% of \$4.75 million
<i>Nelson v. Rabobank, N.A.</i> , No. RIC 1101391 (Cal. Supr.)	35.2% (\$750k fee includes % of practice changes)
<i>Hawkins et al v. First Tenn. Bank, N.A.</i> (Cir. Ct. Tenn.)	35% of \$16.75 million
<i>Dasher v. RBC Bank (USA)</i> , No. 1:09-MD-02036-JLK, 2020 WL 4586398 (S.D. Fla. Aug. 10, 2020)	35% of \$7.5 million
<i>Swift v BancorpSouth</i> , No. 1:10-cv-00090-GRJ (N.D. Fla.)	35% of \$24 million
<i>Checchia v. Bank of America, N.A.</i> , No. 2:21-cv-03585-RBS (E.D. Pa.)	33.33% of \$8 million
<i>Roy v. ESL Federal Credit Union</i> , No. 6-19-cv-06122-FPG-MJP (W.D.N.Y.)	33.33% of \$1,830,758.36 value of the settlement, including cash fund and debt forgiveness
<i>Glass v. Delta Cmty. Credit Union</i> , Case No. 2019CV31722 (Sup. Ct. Fulton Cty. Ga.)	33.33% of \$2,825,502.00 value of the settlement, including cash fund and debt forgiveness
<i>Morris v. Bank of Am., N.A.</i> , No. 3:18-cv-00157-RJC-DSC (W.D.N.C.)	33.33% of \$75 million
<i>Holt v. Cmty. Am. Credit Union</i> , No. 4:19-CV-00629-FJG (W.D. Mo.)	33.33% of 3.078 million
<i>White v. Members 1st Federal Credit Union</i> , Case No. 1:19-cv-00556-JEJ (W.D. Pa.)	33.33% of \$910,000.00
<i>Figuroa v. Capital One</i> , No. 3:18-cv-00692-JM-BGS (S.D. Cal.)	33.33% of \$13 million
<i>Liggio v. Apple Fed. Credit Union</i> , No. 1:18-cv-01059-LO-MSN (E.D. Va.)	33.33% of \$2.7 million
<i>Lambert v. Navy Fed. Credit Union</i> , No. 1:19-cv-103-LO-MSN, 2019 WL 3843064 (E.D. Va.)	33.33% of \$16 million
<i>Thompson v. Cmty. Bank, N.A.</i> , No. 8:19-CV-919, 2021 WL 4084148 (N.D.N.Y. Sept. 8, 2021)	33.33% of \$3.46 million
<i>Baptiste v. GTE Fed. Credit Union d/b/a GTE Financial</i> , No. 20-CA-002728 (13th Jud. Cir. Ct. Fla.)	33.33% of \$975,000.00

<i>Quirk v. Liberty Bank</i> , Docket No. HDD-CV20-6132741-S (Sup. Ct. Jud. Dist. Hartford Conn.)	\$33.33% of \$1.4 million
<i>Casto v. City Nat'l Bank, N.A.</i> , No. 10-C-1089 (Cir. Ct. W.Va.)	33% of \$3 million
<i>Schulte v. Fifth Third Bank</i> , No. 09-cv-6655 (N.D. Ill.)	33% of \$9.5 million
<i>Johnson v. Cmty. Bank, N.A.</i> , No. 12-cv-01405-RDM (M.D. Pa.)	33% of \$2.5 million
<i>Bodnar v. Bank of Am.</i> , No. 5:14-cv-03224-EGS (E.D. Pa.)	33% of \$27 million
<i>Molina v. Intrust Bank, N.A.</i> , No. 10-CV-3686 (Dist. Ct. Ks.)	33% of \$2.7 million

67. Class Counsel requests reimbursement of a total of **\$80,017.44** in litigation costs, which consist primarily of the costs of expert fees, mediation expenses, deposition costs, court fees, and travel costs. Each of these costs were reasonable and necessary to litigate this case:

Cost	Amount
Court Fees	\$1,415.00
Mediation	\$7,500.00
Expert Fees	\$65,100.00
Process Server	\$143.90
Depositions	\$5,858.54
Travel Costs	\$693.20
Total	\$80,710.64

We declare under penalty of perjury that the foregoing is true of my own personal knowledge.

Executed in Fort Lauderdale, Florida this 6th day of October, 2023.

/s/ Jonathan M. Streisfeld
 JONATHAN M. STREISFELD

Executed in Washington, D.C., this 6th day of October, 2023.

/s/ Jeff Kalliel
 JEFF KALIEL

EXHIBIT 1



FIRM RESUME

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OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS
ACTION
PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORT SETTLEMENTS**FINANCIAL
INSTITUTIONS**

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Mayo v. Affinity Plus Fed. Credit Union, 27-CV-20-11786 (4th Judicial District Minn. 2022) - \$1 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Cty., Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Clark v. Hills Bank and Trust Co., LACV080753 (Iowa Dist. Johnson Co. 2022) - \$740,000

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Perri v. Notre Dame Federal Credit Union, 71C01-1909-PL-000332 (Cir. Ct. St. Joseph 2021) - \$800,000

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Baptiste v. GTE Financial, 20-CA-002728 (Cir. Ct. Hillsborough 2021) - \$975,000

Morris v. Provident Credit Union, CGC-19-581616 (Sup. Ct. San Francisco 2020) - \$1.1 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5 million

Lashmbae v. Capital One Bank, N.A., No. 17-cv-06406 (E.D.N.Y. 2020) - \$320,000

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) - \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blabut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeber v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million Settlement

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million Settlement

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

**FALSE
PRICING**

Gattinella v. Michael Kors (USA), 14-Civ-5731 (WHP) (S.D. NY 2015) - \$4.875 million

Stathakos v. Columbia Sportswear, 4:15-cv-04543-YGR (N.D. Ca. 2018) - Injunctive relief prohibiting deceptive pricing practices

Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million

Gupta v. Aeries Software, Inc., 8:20-cv-00995 (C.D. Ca. 2022) - \$1.75 million

In Re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) – \$12.6 million

Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) – \$8.2 million

Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million

Bloom v. Jenny Craig, Inc., 18-cv-21820-KMM (S.D. Fla. 2019) - \$3 million

Masson v. Tallahassee Dodge Chrysler Jeep, LLC, 1:17-cv-22967-FAM (S.D. Fla. 2018) - \$850,000

DiPuglia v. US Coachways, Inc., 1:17-cv-23006-MGC (S.D. Fla. 2018) - \$2.6 million

In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - Liaison Counsel

In re Zantac (Ranitidine) Prods. Liab. Litig., 9:20-md-02924-RLR (S.D. Fla.) - MDL No. 2924 – Co-Lead Counsel

In re: Stryker Rejuvenate and ABG II PRODUCTS LIABILITY LITIGATION, 13-MD-2411 (17th Jud. Cir. Fla. Complex Litigation Division)

In re: National Prescription Opiate Litigation, 1:17-md-02804-DAP (N.D. Ohio) - MDL 2804

In re: Smith and Nephew BHR Hip Implant Products Liability Litigation, MDL-17-md-2775

Yasmin and YAZ Marketing, Sales Practices and Products Liability Litigation, 3:09-md-02100-DRH-PMF (S.D. Ill.) – MDL 2100

In re: Prempro Products Liab. Litigation, MDL Docket No. 1507, No. 03-cv-1507 (E.D. Ark.)

**CONSUMER
PROTECTION**

**MASS
TORT**

JEFF OSTROW

Managing Partner

Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the Eleventh Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan
U.S. District Court, Western District of Tennessee
U.S. District Court, Western District of Wisconsin
U.S. District Court, Western District of Kentucky
U.S. District Court, Northern District of New York
U.S. District Court, District of Colorado

Education

Nova Southeastern University, J.D. - 1997
University of Florida, B.S. - 1994

Email: Ostrow@kolawyers.com



Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 25 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the areas of consumer class actions, sports and business law. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow is an accomplished trial attorney who represents both Plaintiffs and Defendants, successfully trying many cases to verdict involving multi-million dollar damage claims in state and federal courts. Currently, he serves as lead counsel in nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead Class Counsel in consumer class actions against some of the

world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, pharmaceutical companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Eastern District of Michigan, Northern District of Illinois, Western District of Tennessee, Western District of Wisconsin, and the U.S. Court of Appeals for the Eleventh Circuit. Mr. Ostrow is also member of several Bar Associations.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni-owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is a Member of the Broward County Courthouse Advisory Task Force. He is also the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons, 2 of which currently attend the University of Florida.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: Gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Beach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.

KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.



DANIEL TROPIN

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Virginia, J.D. - 2012

Emory University, B.A. - 2008

Email: tropin@kolawyers.com

Daniel Tropin is a litigator who specializes in complex commercial cases and class action litigation. Mr. Tropin joined the law firm as a partner in 2018, and has a wealth of experience across the spectrum of litigation, including class actions, derivative actions, trade secrets, arbitrations, and product liability cases.

Mr. Tropin graduated from the University of Virginia law school in 2012, and prior to joining this firm, was an associate at a major Miami law firm and helped launch a new law firm in Wynwood. He was given the Daily Business Review's Most Effective Lawyers, Corporate Securities award in 2014. His previous representative matters include:

- Represented a major homebuilder in an action against a former business partner, who had engaged in a fraud and defamation scheme to extort money from the client. Following a jury trial, the homebuilder was awarded \$1.02 billion in damages. The award was affirmed on appeal.
- Represented the former president and CEO of a cruise line in a lawsuit against a major international venture capital conglomerate, travel and entertainment company, based on allegations of misappropriation of trade secrets, breach of a non-disclosure agreement, and breach of a partnership agreement.
- Represented the CEO of a rapid finance company in an action seeking injunctive relief to protect his interest in the company.
- Represented a medical supply distribution company an action that involved allegations of misappropriation and breach of a non-circumvention agreement.
- Represented a mobile phone manufacturer and distributor in a multi-million-dollar dispute regarding membership interests in a Limited Liability Company, with claims alleging misappropriation of trade secrets and breach of fiduciary duty.
- Represented a major liquor manufacturer in a products liability lawsuit arising out of an incident involving flaming alcohol.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.

STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar
The New York Bar

Court Admissions

United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018
Northwestern University, B.S., 2010

Email: sukert@kolawyers.com



Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

EXHIBIT 2



KALIELGOLD PLLC

KalielGold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our attorneys have decades of combined experience and have secured hundreds of millions of dollars for their clients. Our firm's practice focuses on representing consumers in class action litigation and specifically on cases in the consumer financial services sector. In the four years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class action and putative class action lawsuits in state and federal courts nationwide including most recently in *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.); *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Morris et al. v. Bank of America, N.A.*, No. 3:18-cv-00157-RJC-DSC (W.D.N.C.); *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.); *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.); *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.); *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Cnty. Of Bartholomew, Ind.); *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.); *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco Cnty, Cal.); *Martin v. Le^oN Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Div. One); *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.); *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct., San Francisco Cnty., Cal.).

As shown in the biographies of our attorneys and the list of class counsel appointments, KalielGold PLLC is well versed in class action litigation and zealously advocates for its clients. To learn more about KalielGold PLLC, or any of the firm's attorneys, please visit www.kalielgold.com.



JEFFREY D. KALIEL

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College summa cum laude in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received "Washington D.C. Rising Stars Super Lawyers 2015" recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America's most vulnerable populations.

Jeff's class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department's appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.



SOPHIA GOREN GOLD

Sophia Goren Gold is a third-generation Plaintiff's lawyer. A *summa cum laude* graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of individual and class cases in both state and federal courts across the country. Collectively, she has helped secure tens of millions of dollars in relief on behalf of the classes she represents.

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the Tampon Tax in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, daughter, and their goldendoodle.



BRITTANY CASOLA

Brittany Casola attended the University of Central Florida in Orlando and graduated in 2012 with a bachelor's degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining KalielGold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.



AMANDA ROSENBERG

Amanda Rosenberg graduated *cum laude* from the University of California, Hastings College of the Law in 2011 and the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in history.

Before joining KalielGold PLLC, Amanda represented and advised small businesses and financial institutions in litigation matters including employment disputes, merchant disputes, credit and charge card disputes, wrongful foreclosures, and securities. She has successfully litigated cases in California, Illinois, and Michigan.

Amanda is an active volunteer in her community and has helped numerous individuals understand and navigate their rights in the workplace.

In law school, Amanda worked as an extern for the Honorable Judge Vaughn Walker in the United States District Court, Northern District of California. Amanda was awarded academic excellence awards for receiving the highest grades in Trial Advocacy and Litigating Class Action Employment.

When not working, Amanda loves exploring Michigan's outdoors with her husband, kids, and rescue dog.



CLASS COUNSEL APPOINTMENTS

- *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.);
- *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.);
- *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.).
- *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.);
- *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.).
- *Liggio v. Apple Federal Credit Union*, Civil No. 18-cv-01059 (E.D. Va.);
- *Morris et al. v. Bank of America, N.A.*, Civil No. 3:18-cv-00157-RJC-DSC (W.D.N.C.);
- *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.);
- *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Bartholomew Cnty., Ind.);
- *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.);
- *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco, Cnty., Cal.);
- *Martin v. Le&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Division One);
- *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.);
- *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct. San Francisco Cnty., Cal.).
- *Bodnar v. Bank of America, N.A.*, 5:14-cv-03224 (E.D. Pa.);
- *In re Higher One OneAccount Marketing and Sales Practice Litigation.*, No. 12-md-02407-VLB (D. Conn.).
- *Shannon Schulte, et al. v. Fifth Third Bank.*, No. 1:09-cv-06655 (N.D. Ill.);
- *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.);
- *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir. Ct. Jackson Cnty., Mo.);
- *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct. Kanawha Cnty., W. Va.);
- *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa Cnty., Okla.);
- *Lodley and Tehani Taulva, et al., v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.);
- *Jessica Duval, et al. v. Citizens Financial Group, Inc., et al*, No. 1:10-cv-21080 (S.D. Fla.);
- *Mascaro, et al. v. TD Bank, Inc.*, No. 10-cv-21117 (S.D. Fla.);
- *Theresa Molina, et al., v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick Cnty., Kan.);
- *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.); *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.);
- *Brown et al. v. Transurban USA, Inc. et al.*, No. 1:15-CV-00494 (E.D. Va.);
- *Grayson v. General Electric Co.*, No. 3:13-cv-01799 (D. Conn.);
- *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.).

EXHIBIT C

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

PRECISION ROOFING OF N.
FLORIDA INC., individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

) Case No.: 3:20-cv-00352-BJD-LLL

) **DECLARATION OF
SCOTT M. FENWICK OF KROLL
SETTLEMENT ADMINISTRATION
LLC IN CONNECTION WITH FINAL
APPROVAL OF SETTLEMENT**

ANGELA DENISE GRANT, on behalf
of herself and all persons similarly
situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

) Case No.: 8:20-cv-01920-BJD-AAS
(Administratively Closed)

I, Scott M. Fenwick, declare as follows:

INTRODUCTION

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),¹ the Settlement Administrator appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with Final Approval of the Settlement.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

BACKGROUND

3. Kroll was appointed as the Settlement Administrator to provide notification and administration services in connection with that certain Settlement Agreement and Releases (the “Settlement Agreement”). Kroll’s duties in connection with the Settlement have and will include: (a) preparing and sending notices in connection with the Class Action Fairness Act; (b) creating a Settlement Website; (c) receiving and analyzing the Settlement Class member contact list (the “Class List”) from Defendant’s counsel; (d) establishing a toll-free telephone number; (e) establishing a post office box for the receipt of mail; (f) preparing and sending the Postcard Notice via first-class mail to Settlement Class members; (g) preparing and sending Email Notice to Settlement Class members for whom email addresses were provided; (h) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (i) receiving and processing undeliverable mail, without a forwarding address, from the USPS; (j) receiving and processing opt-out requests and objections; and (k) such other tasks as counsel for the Parties or the Court request Kroll to perform.

NOTICE PROGRAM

4. Federal Rule of Civil Procedure 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all

members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.” Fed. R. Civ. P. 23(c)(2)(B).

5. The Notice Program, as detailed below, included sending postcards by first-class mail to all Settlement Class members and email notice to Settlement Class members for whom an email address was available. The notices included important information about the Settlement, and directed Settlement Class members to the Settlement Website or a toll-free telephone number to find out more information, including how to opt-out or object, important dates and deadlines, and how to contact Class Counsel.

The CAFA Mailing

6. As noted above, on behalf of the Defendant, Kroll provided notice of the proposed Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. §1715(b) (“the CAFA Notice”). At defense counsel’s direction, on May 16, 2022, Kroll sent the CAFA Notice, a true and correct copy of which is attached hereto as **Exhibit A**, via first-class certified mail, to (a) the Attorney General of the United States and (b) fifty-seven (57) Attorneys General for the states and jurisdictions identified in the service list for the CAFA Notice, attached hereto as **Exhibit B**. The CAFA Notice directed the Attorneys General to the website www.CAFANotice.com, a site that contains all the documents relating to the Settlement referenced in the CAFA Notice.

Data and Case Setup

7. On June 30, 2023, Kroll created a dedicated Settlement Website entitled www.csfeesettlement.com. The Settlement Website “went live” on September 8, 2023, and contains details of the Settlement, frequently asked questions, contact information for the Settlement Administrator, as well as a copy of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Long

Form Notice (including a Spanish language translation), and other documents relevant to the Settlement that counsel for the Parties agreed to post.

8. On August 10, 2023, Kroll received one (1) data file from the Defendant. The file contained 22,745 total records including names, physical addresses, email addresses where applicable, account numbers, account statuses, and email opt-out flags. Kroll undertook several steps to compile the eventual Class List for the emailing and mailing of Notice. Kroll standardized and reformatted the addresses in the file, matched the Relevant Fees with the respective record, and split up customer names to distinguish between individuals and entities. Kroll noted that all 22,745 Class List records had a physical mailing address, of which 8,245 records had an email address. Additionally, in an effort to ensure that Notice would be deliverable to Settlement Class members, Kroll ran the Class List through the USPS's National Change of Address ("NCOA") database and updated the Class List with address changes received from the NCOA.

9. On August 15, 2023, Kroll established a toll-free telephone number, (833) 933-8334, for Settlement Class members to call and obtain additional information regarding the Settlement through an Interactive Voice Response ("IVR") system. As of October 5, 2023, the IVR has received 259 calls, which collectively lasted for a total of 1,213 minutes.

10. On August 15, 2023, Kroll designated a post office box with the mailing address *Angela Denise Grant v. Center State Bank, Precision Roofing of N. Florida v. CenterState Bank*, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391, in order to receive opt-out requests, objections, and correspondence from Settlement Class members.

The Notice Program

11. On September 8, 2023, Kroll caused 14,500 Postcard Notices to be mailed via first-class mail. A true and correct copy the Postcard Notice is attached hereto as **Exhibit C**.

12. On September 8, 2023, Kroll caused the Email Notice to be sent to the 8,245 email addresses on file for Settlement Class members as noted above. A true and correct copy of a complete exemplar Email Notice (including the subject line), is attached hereto as **Exhibit D**. Of the 8,245 emails attempted for delivery, 1,518 emails were rejected/bounced back as undeliverable.

13. On September 14, 2023, Kroll discovered that the email addresses and email opt-out flag contained in the original Class List received from Defendant on August 10, 2023, were misaligned and thus mismatched with the otherwise correctly aligned names, physical addresses, and other data elements on the Class List. Once Kroll informed Class Counsel and Defendant's counsel (collectively "Counsel") of this finding, Counsel directed Kroll to mail Postcard Notices to the 8,245 Settlement Class members whose email addresses were misaligned on the Class List.

14. On September 22, 2023, Kroll caused 8,245 Postcard Notices to be mailed via first-class mail to the affected Settlement Class members as noted above, thereby making Postcard Notice the primary means by which Settlement Class members would be timely notified of the Settlement and their rights.

15. The Long Form Notice is available for viewing on the Settlement Website, and Settlement Class members can also request that a copy be mailed to them by the Settlement Administrator. A true and correct copy of the Long Form Notice is attached hereto as **Exhibit E**.

NOTICE PROGRAM REACH

16. As of October 5, 2023, 100 Postcard Notices were returned by the USPS with a forwarding address. The 100 Postcard Notices were automatically re-mailed to the updated addresses provided by the USPS.

17. As of October 5, 2023, 1,683 Postcard Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran 1,683 undeliverable records through an advanced address search. The advanced address search produced 1,037 updated addresses. Kroll has re-mailed Postcard Notices to the 966 updated addresses obtained from the advanced address search. Kroll will continue the trace and re-mail process of the remaining 71 undeliverable Postcard Notices received and any further undeliverable Postcard Notices as they are received.

18. Based on the foregoing, following all Postcard Notice re-mailings, Kroll has reason to believe that Postcard Notices likely reached 21,062 of the 22,745 Settlement Class members to whom Postcard Notices were mailed, which equates to a reach rate of the direct mail notice of approximately 92.6%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center (“FJC”) Guidelines, which state that a notice plan that reaches² over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.³

OPT-OUTS AND OBJECTIONS

19. The deadline for submitting requests for exclusions and objections is October 23, 2023.

² FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

³ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

20. As of October 5, 2023, Kroll has received no timely exclusion requests and no objections to the Settlement.

CONCLUSION

21. The Notice Program for this Settlement was designed to satisfy due process considerations. As set forth above, the Notice Program included individual notice via first-class mail to all Settlement Class members, with additional notice via email to those Settlement Class members for whom an email address was available. Kroll has reason to believe that the Notice Program's individualized efforts reached approximately 92.6% of Settlement Class members. As such the Notice Program readily achieved a reach rate at the high end of the FJC standard.

22. Kroll will provide updated information to the Court on the foregoing notice reach and any opt-outs or objections received as the date of the Final Approval Hearing nears.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this Declaration was executed on October 5, 2023, Inver Grove Heights, Minnesota.

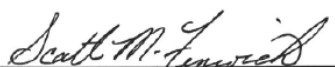

SCOTT M. FENWICK

Exhibit A



VIA US MAIL

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715 (see attached distribution list)

Re: CAFA Notice for the Proposed Settlement in *Precision Roofing v. CenterState Bank*, 3:20-cv-352, consolidated with *Grant v. CenterState Bank*, 8:20-cv-01920 pending in the United States District Court, Middle District of Florida, Jacksonville Division.

Pursuant to Section 3 of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, Defendant CenterState Bank (“Defendant” or “CenterState”) hereby notifies you of the proposed settlement of the above-captioned action (the “Action”) currently pending in the United States District Court, Middle District of Florida, Jacksonville Division (the “Court”).

Eight items must be provided to you in connection with any proposed class action settlement pursuant to 28 U.S.C. § 1715(b). Each of these items is addressed below:

1. 28 U.S.C. § 1715 (b)(1) - a copy of the complaint and any materials filed with the complaint and any amended complaints.

The Class Action Complaints are available at the website: www.cafanotice.com under the Precision Roofing v CenterState Bank folder as **Exhibits A and A1**.

2. 28 U.S.C. § 1715 (b)(2) - notice of any scheduled judicial hearing in the class action.

On May 6, 2022, Plaintiff filed a motion for preliminary approval of the class action, the motion date has not been set. The Court has not scheduled the Fairness Hearing for this matter. Plaintiff’s Unopposed Motion for Preliminary Approval of Class Settlement and for Certification of Settlement Class and the Proposed Preliminary Approval Order are available at the website: www.cafanotice.com under the Precision Roofing v CenterState Bank folder as **Exhibit B** and **Exhibit B1**, respectively.

3. 28 U.S.C. § 1715(b)(3) - any proposed or final notification to class members.

A copy of the proposed email, postcard and long-form notices of Settlement will be provided to Class Members, which will be available on the website created for the administration of this matter. These are available at the website: www.cafanotice.com under the Precision Roofing v CenterState Bank folder as **Exhibit C**. The Notices describe, among other things, the Class Members’ rights to object or exclude themselves from the Class.



4. 28 U.S.C. § 1715(b)(4) - any proposed or final class action settlement.

The Settlement Agreement is available at the website: www.cafanotice.com under the Precision Roofing v CenterState Bank folder as **Exhibit D**.

5. 28 U.S.C. § 1715(b)(5) - any settlement or other agreement contemporaneously made between class counsel and counsel for defendants.

There are no other settlements or other agreements between Class Counsel and counsel for Defendant beyond what is set forth in the Agreement.

6. 28 U.S.C. § 1715(b)(6) - any final judgment or notice of dismissal.

The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no such document is presently available.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State’s appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

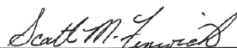
The definition of the class in the proposed Settlement Agreement means all current or former Accountholders of Defendant with one or more Accounts, who were charged at least on Relevant Fee during the Class Periods. It includes both the APPSN Fee Class and the Multiple Fee Class. The complete list and counts by state of Class Members is not known at this time, but fewer than 50 Class Members are estimated to reside in this State and their estimated proportionate share is estimated to be under 1% of the claims of the entire settlement.

8. 28 U.S.C. § 1715(b)(8) - any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

There has been no written judicial opinion. Accordingly, no such document is presently available.

If you have any questions about this notice, the Action, or the materials located on the website: www.cafanotice.com under the Precision Roofing v CenterState Bank folder, please contact undersigned listed below.

Respectfully submitted,


Scott M. Fenwick
Senior Director



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2. 28 U.S.C. § 1715 (b)(2) - notice of any scheduled judicial hearing in the class action.

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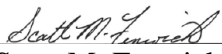
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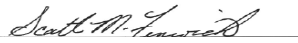

Scott M. Fenwick
Senior Director

Exhibit B

SERVICE LIST FOR CAFA NOTICE

U.S. Attorney General

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U.S. Department of Justice
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Minnesota Attorney General

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Mississippi Attorney General

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Department of Justice
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Missouri Attorney General

Eric Schmitt
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Montana Attorney General

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Helena, MT 59620

Nebraska Attorney General

Doug Peterson
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Nevada Attorney General

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New Hampshire Attorney General

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New York Attorney General

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North Dakota Attorney General

Drew Wrigley
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Ohio Attorney General

Dave Yost
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Oklahoma Attorney General

John O'Connor

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Oregon Attorney General

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Pennsylvania Attorney General

Josh Shapiro
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Puerto Rico Attorney General

Domingo Emanuelli Hernandez
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Alan Wilson
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Columbia, SC 29211

South Dakota Attorney General

Jason Ravensborg
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Pierre, SD 57501

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Herbert H. Slatery III
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Nashville, TN 37243

Texas Attorney General

Ken Paxton
Capitol Station
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Austin, TX 78711

U.S. Virgin Islands Attorney General

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GERS Building, 2nd Floor
St. Thomas, Virgin Islands 00802

Utah Attorney General

Sean Reyes
State Capitol
Room 236
Salt Lake City, UT 84114

Vermont Attorney General

T.J. Donovan
109 State St.
Montpelier, VT 05609

Virginia Attorney General

Jason Miyares
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Richmond, VA 23219

Washington Attorney General

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1125 Washington St. SE

P.O. Box 40100
Olympia, WA 98504

West Virginia Attorney General

Patrick Morrissey
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Wisconsin Attorney General

Josh Kaul
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Madison, WI 53707

Wyoming Attorney General

Bridget Hill
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Cheyenne, WY 82002

Northern Mariana Islands Attorney General

Edward E. Manibusan
Administration Building
P.O. Box 10007
Saipan, MP 96950

Exhibit C

Ingalda Denise Groulx, CenterState Bank
Precision Roofing of N. Florida v. CenterState Bank
c/o Kroll Settlement Administrator LLC
P.O. Box 225391
New York, NY 10150-5391

FIRST CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

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<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!

IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH CENTERSTATE BANK, NOW KNOWN AS SOUTHSTATE BANK, AND YOU WERE CHARGED CERTAIN OVERDRAFT FEES ON DEBIT CARD TRANSACTIONS BETWEEN APRIL 6, 2015 AND MAY 31, 2020, OR CERTAIN NSF FEES AND OVERDRAFT FEES ON AUTOMATIC CLEARING HOUSE (ACH) DEBITS OR CHECKS BETWEEN AUGUST 18, 2015 AND AUGUST 21, 2020, THEN YOU MAY BE ENTITLED TO A PAYMENT OR ACCOUNT CREDIT FROM A CLASS ACTION SETTLEMENT.

Para una notificacion en Espanol, visitar www.csfeesettlement.com.

The District Court for the Middle District of Florida has authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the Settlement Classes in *Angela Denise Grant v. CenterState Bank and/or Precision Roofing of N. Florida Inc. v. CenterState Bank*, in which the Plaintiffs allege that Defendant CenterState Bank, now known as SouthState Bank improperly assessed certain overdraft fees between August 6, 2015 and May 31, 2020 and/or NSF Fees and overdraft fees between August 18, 2015 and August 21, 2020. The Actions have been consolidated for Settlement approval purposes. If you are a member of one or both of the Settlement Classes, and if the Settlement is approved, you may be entitled to receive a cash payment or account credit from the \$2,650,000.00 Settlement Fund, which is allocated \$1,457,500.00 for the APPSN Fee Class and \$1,192,500.00 for the Multiple Fees Class, and/or the forgiveness of Uncollected Fees.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on **November 30, 2023**. At that hearing, the Court will consider whether to grant Final Approval of the Settlement, and whether to approve payment from the Settlement Fund of up to 33.33% of the Value of the Settlement for attorneys' fees and reimbursement of costs to Class Counsel. If the Court grants Final Approval of the Settlement and you do not request to be excluded from the Settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your Account or a cash payment to you if you are no longer an accountholder.

To obtain a more detailed explanation of the Settlement terms and other important documents, including the Long Form Notice, please visit www.csfeesettlement.com. Alternatively, you may call 1-833-933-8334

*If you do not want to participate in this settlement—you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than **October 23, 2023**. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than **October 23, 2023**. You may learn more about the opt-out and objection procedures by visiting www.csfeesettlement.com or by calling 1-833-933-8334.*

Exhibit D

Bibbiano, Jack

From: Kroll Settlement Administration <KrollClaimsAdministration@maildel.com>
Sent: Friday, September 1, 2023 1:45 PM
To: Bibbiano, Jack
Subject: [EXTERNAL] Angela Denise Grant v. CenterState Bank and/or Precision Roofing of N. Florida Inc. v. CenterState Bank Settlement

Class Member ID: 54995jackbibb

*Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank*

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If you do not want to participate in this settlement—you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than **October 23, 2023**. If you want to object to this Settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than **October 23, 2023**. You may learn more about the opt-out and objection procedures by visiting www.csfeesettlement.com or by calling 1-833-933-8334.

[Click here to unsubscribe to future emails related to this settlement](#)

Exhibit E

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

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Para una notificación en Español, visitar www.csfeesettlement.com.

The District Court for the Middle District of Florida has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you do nothing, you will receive a payment from the Settlement Fund or the forgiveness of Uncollected Fees so long as you do not opt-out of the settlement (described in the next box).
OPT-OUT FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the Settlement or “opt-out.” This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a payment from the Settlement Fund or the forgiveness of Uncollected Fees. If you opt-out of the Settlement, but want to recover against Defendant, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the Settlement. If your objection is overruled by the Court, then you may receive a payment or credit, or forgiveness of debt, and you will not be able to sue Defendant for the claims asserted in the litigation. If the Court agrees with your objection, then the Settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the Settlement are explained in this Notice.

BASIC INFORMATION

1. What are the lawsuits about?

The lawsuits that are being settled are entitled *Angela Denise Grant v. CenterState Bank* and *Precision Roofing of N. Florida Inc. v. CenterState Bank*. They are pending in the District Court in the Middle District of Florida. The cases are “class actions” and have case numbers: 8:20-cv-01920-MSS-AAS and 3:20-cv-352-J-39JRK, respectively, and have been consolidated for the purpose of the Court presiding over the Settlement approval process.

That means that the “Class Representatives,” Angela Denise Grant and Precision Roofing of N. Florida Inc., are individually acting on behalf of current and former accountholders who were purportedly improperly assessed APPSN Fees between April 6, 2015, and May 31, 2020, and Multiple Fees between August 18, 2015, and August 21, 2020. The Class Representatives have asserted claims for breach of contract.

Defendant does not deny it charged the fees the Class Representatives are complaining about, but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Class Representatives or any Settlement Class members.

2. Why did I receive a Notice of this lawsuit?

You received a Notice because Defendant’s records indicate that you were charged one or more APPSN Fees and/or Multiple Fees that are the subject of the Actions. The Court directed that the Notice be sent to all Settlement Class members because each such member has a right to know about the proposed Settlement and the options available to him, her, or it before the Court decides whether to approve the Settlement.

3. Why did the Parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representatives’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representatives’ lawyers, known as Class Counsel, make this recommendation to the Class Representatives. The Class Representatives have the duty to act in the best interests of the Settlement Class as a whole and, in this case, it is their belief, as well as Class Counsel’s opinion, that this Settlement is in the best interest of all Settlement Class members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees at issue. And even if it was contractually wrong to assess these fees, there is uncertainty about whether the Class Representatives’ claims are subject to other defenses that might result in no or less recovery to Settlement Class members. Even if the Class Representatives were to win at trial, there is no assurance that the Settlement Class members would be awarded more than the current settlement amount, and it may take years of litigation before any payments would be made. By settling, the Settlement Class members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the Settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received a Notice, then Defendant’s records indicate that you are a member of one or both of the Settlement Classes and are entitled to receive a payment/credit to your Account or the forgiveness of Uncollected Fees.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive a payment/account credit or forgiveness of Uncollected Fees according to the terms of this Settlement; (2) opt-out from the Settlement; or (3) participate in the Settlement, but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive a payment/account credit or forgiveness of Uncollected Fees. If you do nothing, then you will get a payment/credit or the forgiveness of Uncollected Fees.

The deadline for sending a letter to opt-out of the Settlement is October 23, 2023.

The deadline to file an objection with the Court is also October 23, 2023.

7. How do I decide which option to choose?

If you do not like the Settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire), and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting-out.

If you believe the Settlement is unreasonable, unfair, or inadequate and the Court should reject the Settlement, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved, and no payments will be made to you or any other member of the Settlement Class. If your objection (and any other objection) is overruled, and the Settlement is approved, then you may still get a payment/credit or the forgiveness of Uncollected Fees and will be bound by the Settlement.

If you want to participate in the Settlement, then you do not have to do anything; you will receive a payment/credit or forgiveness of Uncollected Fees if the Settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at a “Final Approval Hearing,” which is currently scheduled for November 30, 2023.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of \$2,650,000 and to separately pay the Settlement Administration Costs.

As discussed separately below, attorneys’ fees and litigation costs will be paid out of the Settlement Fund. The Net Settlement Fund will be divided among all Settlement Class Members entitled to Settlement Class Member Payments based on formulas described in the Settlement Agreement.

10. How much of the Settlement Fund will be used to pay for attorney fees and costs?

Class Counsel will request the Court to approve payment from the Settlement Fund for attorneys’ fees of not more than 33.33% of the Value of the Settlement and reimbursement for litigation costs incurred in prosecuting the Actions. The Court will decide the amount of the attorneys’ fees and costs after application by Class Counsel which shall be made contemporaneously with the filing of the Motion for Final Approval of the Settlement.

11. Who will pay the Settlement Administrator’s expenses?

The Settlement Administrator’s expenses will be paid separately by the Defendant. None of the fees or costs will be paid from the Settlement Fund; therefore, the payment will not reduce the amount of your payment/credit or amount of forgiven Uncollected Fees.

12. How much will my payment/credit or forgiveness of Uncollected Fees be?

The balance of the Settlement Fund after attorneys’ fees and costs, also known as the Net Settlement Fund, will be divided among all Settlement Class Members entitled to Settlement Class Member Payments in accordance with the formulas outlined in the Settlement Agreement for the APPSN Fee Class and Multiple Fee Class. Current Accountholders will receive a credit to their Accounts for the amount they are entitled to receive. Past Accountholders shall receive a check from the Settlement Administrator. Those Settlement Class Members entitled to the forgiveness of Uncollected Fees will receive a discharge of their pro rata share of the Uncollected Fees based upon the number of APPSN Fees or Multiple Fees that were assessed.

13. Do I have to do anything if I want to participate in the Settlement?

No. If you received a Notice, then you may be entitled to receive a payment/credit for Relevant Fees or forgiveness of Uncollected Fees without having to make a claim, unless you choose to opt-out of the Settlement.

14. When will I receive my payment/credit or forgiveness of Uncollected Fees?

The Court will hold a Final Approval Hearing on November 30, 2023, at 2:00 p.m. to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments/credits or forgiveness of Uncollected Fees should be issued within 30 days of the Effective Date. However, if someone objects to the Settlement, and the objection is sustained, then there is no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the Settlement?

If you do not want to receive a payment/credit or forgiveness of Uncollected Fees, and if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must opt-out of the Settlement.

To opt-out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Angela Denise Grant v. CenterState Bank* and *Precision Roofing of N. Florida Inc. v. CenterState Bank* class actions.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your opt-out request **must** be postmarked by October 23, 2023, and sent to:

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida Inc. v. CenterState Bank
Attn: Exclusions
c/o Kroll Settlement Administration, LLC
P.O. Box 225391
New York, NY 10150-5391

16. What happens if I opt-out of the Settlement?

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in the Actions. However, you will not be entitled to receive a payment from the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I notify the Court that I do not like the Settlement?

You can object to the Settlement or any part of it that you do not like **IF** you do not opt-out from the Settlement. (Settlement Class members who opt-out from the Settlement have no right to object to how other Settlement Class members are treated.) To object, you **must** send a written document by mail or private courier (e.g., Federal Express) to the Clerk of Court, Settlement Administrator, Class Counsel, and Defendant's Counsel at the addresses below. The objection must include the following information:

- a. the name of the Action;
- b. the objector's full name, mailing address telephone number, and email address (if any);
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- h. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. the objector's signature (an attorney's signature is not sufficient).

All objections must be postmarked no later than October 23, 2023 and must be sent to the Clerk of the Court, Settlement Administrator, Class Counsel, and Defendant's Counsel as follows:

CLERK OF COURT	SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENDANT'S COUNSEL
<p>Clerk of the District Court for the Middle District of Florida</p> <p>Bryan Simpson United States Courthouse 300 North Hogan Street Jacksonville, Florida 32202</p>	<p><i>Angela Denise Grant v. CenterState Bank and Precision Roofing of N. Florida Inc. v CenterState Bank</i></p> <p>c/o Kroll Settlement Administration LLC P.O. Box 225391 New York, NY 10150-5391</p>	<p>Jeff Ostrow Jonathan M. Streisfeld Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, Florida 33301</p> <p><i>and</i></p> <p>Jeffrey D. Kaliel Kaliel Gold PLLC 1100 15th Street NW, 4th Floor Washington, DC 20005</p>	<p>Christopher S. Carver Akerman LLP 201 East Las Olas Boulevard – Suite 1800 Ft. Lauderdale, FL 33301</p>

18. What is the difference between objecting and requesting to opt-out of the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment/credit or forgiveness of Uncollected Fees if the Settlement is approved, but you will release claims you might have against Defendant. Opting-out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a payment/credit or forgiveness of Uncollected Fees or release claims you might have against Defendant for the claims alleged in this lawsuit.

19. What happens if I object to the Settlement?

If the Court sustains your objection, or the objection of any other member of the Settlement Class, then there is no Settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 2:00 p.m. on November 30, 2023, at the United States Courthouse for District Court for the Middle District of Florida, in Courtroom 12C (or such other courtroom as the Court designates), which is located at 300 North Hogan Street, Jacksonville, Florida 32202. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and any awards to the Class Representatives. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at www.csfeesettlement.com.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

22. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 17, above, the statement, “I hereby give notice that I intend to appear at the Final Approval Hearing.”

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel” will represent you and the other Settlement Class members.

24. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

25. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Final Approval Hearing. Class Counsel will file an application for attorneys’ fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application in the Motion for Final Approval at the website established by the Settlement Administrator.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at www.csfeesettlement.com.

For additional information about the Settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Angela Denise Grant v. CenterState Bank
Precision Roofing of N. Florida v. CenterState Bank
c/o Kroll Settlement Administrator, LLC
P.O. Box 225391
New York, NY 10150-5391

For more information, you also can contact the Class Counsel as follows:

Jeff Ostrow
Jonathan M. Streisfeld
KOPELOWITZ OSTROW P.A.
One West Las Olas Boulevard
Suite 500
Fort Lauderdale, Florida 33301
954-525-4100
954-525-4300
ostrow@kolawyers.com
streisfeld@kolawyers.com

Jeffrey D. Kalief
KALIEL GOLD PLLC
1100 15th Street NW, 4th Floor
Washington, DC 20005
202-350-4783
jkalief@kaliellpc.com

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.

EXHIBIT D

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

PRECISION ROOFING OF N.
FLORIDA INC. individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 3:20-cv-352-BJD-LLL

ANGELA DENISE GRANT, on behalf
of herself and all persons similarly
situated,

Plaintiff,

v.

CENTERSTATE BANK,

Defendant.

Case No.: 8:20-cv-01920-BJD-AAS
(Administratively Closed)

**[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL
OF CLASS SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES AND COSTS**

WHEREAS, Plaintiffs have submitted to the Court their Unopposed Motion for Final Approval of Class Settlement and Application For Attorneys' Fees and Costs;

WHEREAS, on June 21, 2023, the Court entered two orders (1) adopting Magistrate Judge Laura Lothman Lambert's Report and Recommendations to grant Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement and for

Certification of Settlement Class (Doc. 78); and (2) certifying the Settlement Class and setting the Final Approval Hearing, which, *inter alia*: (i) preliminarily approved the Settlement; (ii) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Federal Rule of Civil Procedure Rules 23(a) and 23(b)(3) and certified the Settlement Class consisting of the APPSN Class and Multiple Fee Class; (iii) appointed Plaintiffs as Class Representatives; (iv) appointed Jeff Ostrow and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. and Jeffrey D. Kalief of KaliefGold PLLC as Class Counsel; (v) approved the form and manner of Notice and the Notice Plan; and (vi) set the Final Approval Hearing date (Doc. 79);

WHEREAS, the Court granted Plaintiffs' Unopposed Motion to Amend Final Approval Schedule Set Forth in Order Certifying Settlement Class (Doc. 80), and subsequently entered its Order setting November 30, 2023, as the new date for the Final Approval Hearing and the required associated deadlines (Doc. 81, 82);

WHEREAS, thereafter, Notice was provided to Settlement Class members in accordance with the Court's Preliminary Approval Order by direct Email Notice or Postcard Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, a Notice of Settlement was timely mailed to governmental entities as provided for in 28 U.S.C. § 1715;

WHEREAS, on November 30, 2023, the Honorable Brian J. Davis, held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider the application for an award of attorneys' fees and costs to

Class Counsel;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

2. This Order incorporates the definitions in the Settlement Agreement and Releases, and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The Notice fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules.

4. The notice to government entities, as given, complied with 28 U.S.C. § 1715.

5. The Settlement is in all respects fair, reasonable, and adequate to the Settlement Class, after considering all of the Fed. R. Civ. P. 23(e)(2) factors, highlighted by evidence that (A) the Class Representatives and Class Counsel have

adequately represented the Settlement Class, (B) the Settlement was negotiated at arm's length among competent, able counsel with the assistance of qualified mediator, (C) the Settlement relief to the Settlement Class is adequate, and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

6. The distribution plan for Settlement Class Member Payments proposed by the Parties in the Agreement is fair, reasonable, and adequate.

7. The Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

8. A list of the individuals who have opted-out of the Settlement is attached hereto as **Exhibit A**. Those individuals will not be bound by the Settlement or the Releases contained therein.

9. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

10. All Parties to this Action, and all Settlement Class Members, are bound

by the Settlement as set forth in the Settlement Agreement and this Order.

11. The appointment of Plaintiffs as Class Representatives is affirmed.

12. The appointment of Jeff Ostrow and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. and Jeffrey D. Kaliel of KalielGold PLLC as Class Counsel is affirmed.

13. The Court affirms the finding that the Settlement Class meets the relevant requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) for purposes of the Settlement in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class Members; (4) the Class Representative is an adequate representative for the Settlement Class, and has retained experienced counsel to represent them; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any Party.

15. The Releasing Parties hereby fully and irrevocably release and forever discharge as of the Effective Date, and in exchange for the relief described in the Settlement, the Class Representative and each Settlement Class Member, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries,

successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through them or on their behalf, fully and finally release and discharge the Released Parties of and from the Released Claims. The Released Claims are dismissed with prejudice and released regardless of whether these claims are known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent.

16. If, consistent with the plan of distribution set forth in the Settlement, any Residual Funds exist after the first distribution, the residue will be paid to Settlement Class Members by way of a secondary distribution, if economically feasible. Otherwise, the residue will go to an appropriate *cypres* recipient, which is to be agreed to by the Parties and approved by the Court.

17. The Court hereby decrees that neither the Settlement, nor this Order, nor the fact of the Settlement, is an admission or concession by Defendant or the Released Parties of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against Defendant or the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar

defense.

18. Class Counsel is awarded attorneys' fees in the amount of \$_____ and costs in the amount of \$_____, such amounts to be paid from the Settlement Fund in accordance with the terms of the Settlement.

19. The Court also approves the payment of Settlement Administration Costs by Defendant separately and apart from the Settlement Fund.

20. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and the Action shall return to its status immediately prior to execution of the Agreement.

22. With the exception of those listed on Exhibit A, the Court adjudges that the Class Representative and all Settlement Class Members shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Rule 54(b) of the Federal Rules of Civil

Procedure.

DONE and ORDERED in Jacksonville, Florida this ____ day of _____, 2023.

Honorable BRIAN J. DAVIS
United States District Judge

EXHIBIT A
List of Opt-Outs

(To Be Completed at Final Approval)