

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA, NORTHEASTERN DIVISION**

BEVERLY MACON and SAVANNAH  
GARNER, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

REDSTONE FEDERAL CREDIT UNION,

Defendant.

Case No. 5:21-cv-01682-LCB

Assigned to: Liles C. Burke

CLASS ACTION

HEATHER LESLIE, JEANINE DUNN,  
TAMELA HAMPTON, and JESSIE  
BEASLEY, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

REDSTONE FEDERAL CREDIT UNION,

Defendant.

Case No. 5:20-cv-00629-LCB

Assigned to: Liles C. Burke

CLASS ACTION

**[PROPOSED] FINAL APPROVAL ORDER AND FINAL JUDGMENT  
GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND FOR  
ATTORNEYS’ FEES AND COSTS**

On October 2, 2023, this Court heard Plaintiffs Tamela Hampton, Beverly Macon, and Savannah Garner’s (“Plaintiffs”) Unopposed Motion for Final Approval of Class Action Settlement and for Attorneys’ Fees and Costs (the “Motion”). The

Court reviewed the Motion and the supporting papers, including the Settlement Agreement and Release (the “Agreement”) entered into with Defendant Redstone Federal Credit Union (“Redstone” or “Defendant”) attached as *Exhibit A* to the Declaration of Sophia G. Gold submitted concurrently herewith, the Memorandum in support of the Motion, and heard counsel’s arguments. Based on this review and findings below, the Court finds good cause to grant the Motion.

**FINDINGS:**

1. This Final Approval Order and Final Judgment incorporates the Agreement, and the terms used herein shall have the meanings and/or definitions given to them in the Agreement.

2. Upon review of the record, the Court hereby finds that the Settlement is, in all respects, fair, adequate, and reasonable, and therefore approves it.

3. The Court also finds that the negotiations have taken place in good faith between Class Counsel and Defendant’s Counsel which resulted in the Agreement.

4. The Agreement provides substantial value to the Settlement Class in the form of a monetary payment in the form of a check or an account credit to Settlement Class Members, in addition to the forgiveness of certain Uncollected Fees.

5. Direct Notices were provided to Class Members in compliance with the Agreement, the Preliminary Approval Order. The Notices (i) fully and accurately

informed Settlement Class Members about the lawsuit and Settlement; (ii) provided sufficient information so that Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the Settlement; (iii) provided procedures for Class Members to submit written objections to the Settlement, Class Counsel's request for attorneys' fees, litigation costs, and administrative costs to the Settlement Administrator, to appear at the Final Approval Hearing, and to state objections to the Settlement; and (iv) provide the time, date, and place of the Final Approval Hearing. The Court finds that the notice program provided for in the Agreement has been implemented and fully satisfies the requirements of due process.

6. The Court finds that zero (0) Settlement Class Members have opted out of the Settlement by the deadline to do so.

7. The Court finds that there have been zero (0) objections to the Settlement by the deadline to object.

8. As stated in the Preliminary Approval Order, the Court finds and determines that the proposed Settlement Class, as defined below, meets all of the legal requirements for class certification, for settlement purposes only, in that (a) the members of the Settlement Class are so numerous as to make joinder impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual

Settlement Class members; (c) Plaintiffs' claims and the defenses thereto are typical of the claims of Settlement Class members and the defenses thereto; (d) Plaintiffs and their counsel can and have fairly and adequately protected the interests of the Settlement Class members in this action; and (e) a class action is superior to all other available methods for fairly and efficiently resolving this action and provides substantial benefits to the parties, the Settlement Class members and the Court. The Court therefore finally certifies the Settlement Class for settlement purposes only.

9. An award of \$1,325,211 in attorneys' fees to Class Counsel (one-third of the Value of the Settlement) is fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting the Actions, and the benefits obtained for the Class. An award of \$ 28,913.54 in costs is also reasonable.

10. Costs and fees to the Settlement Administrator, currently estimated to be \$148,573.89, is also fair and reasonable in light of its work in disseminating notice to the Settlement Class, and administering the Settlement and the Settlement Fund.

**IT IS HEREBY ORDERED:**

11. **Settlement Class.** The Settlement Class is defined as:

All persons who are members of the Multiple NSF Fee Class, Regulation E Class, and/or the Sufficient Funds Class.

**Multiple NSF Fee Class:** All current or former members of Defendant who were assessed Multiple NSF Fees on a consumer account. Multiple NSF Fees mean nonsufficient funds fees and overdraft fees that were

charged and not refunded from December 20, 2015 to July 1, 2021 for ACH and check transactions that were re-submitted by a merchant after being rejected for insufficient funds.

**Regulation E Class:** All current or former members of Defendant who were assessed Regulation E Overdraft Fees on a consumer account. Regulation E Overdraft Fees mean overdraft fees that were charged to members of Defendant and not refunded from May 5, 2014 to July 1, 2021 for non-recurring debit card or ATM transactions.

**Sufficient Funds Class:** All current or former members of Defendant who were assessed Sufficient Funds Overdraft Fees on a consumer account. Sufficient Funds Overdraft Fees mean overdraft fees that Defendant assessed and did not refund from May 5, 2014 to July 1, 2021 where there was enough money in the member's account to cover the transaction in question if holds placed on deposits, holds for pending debit card transactions, and legal and other holds were not deducted from the account balance.

12. **Binding Effect of Order.** This Order applies to all claims or causes of action settled under the Agreement and binds all Settlement Class Members.

13. **Release.** As of the Effective Date of the Agreement, the Releasing Persons are deemed to release and forever discharge the Defendant Releasees from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, damages, suits, controversies, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether based on any law of any kind, whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, which Releasing Persons have, own or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Actions.

Each Releasing Person 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 claims that are the subject of the Release.

The Releasing Persons may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims that would be subject of the Release. Nevertheless, the Releasing Persons expressly agree to be bound by the Agreement, including the releases set out in the Agreement.

14. **Payments to Class Members.** Within fourteen (14) days after the Effective Date, Defendant shall transfer the Settlement Fund to the Settlement Administrator, less the total amount that will be credited to Settlement Class Members by Defendant, as provided in Section 11(d)(iv)(5)(i) of the Agreement.

Within twenty-four (24) days after the Effective Date, Defendant shall credit the accounts of those Settlement Class Members who are members of Defendant at the time of distribution in the amount of the Individual Payment they are entitled to receive (as calculated by the Settlement Administrator), and the Settlement Administrator shall pay Settlement Class Members who are not members of Defendant at the time of distribution a settlement check via mail in the amount of the Individual Payment they are entitled to receive.

Any uncashed checks and residual amounts held by the Settlement Administrator after one-hundred eighty (180) days shall be paid either as a secondary distribution to Class Members who received credits or cashed settlement payment checks in accordance with the formulas set forth in Section 11(d)(iv) of the Agreement, or to the *cy pres* recipients nominated by the Parties, the United Way of Madison County (Alabama) and the United Way of Rutherford and Cannon Counties (Tennessee), in equal parts.

15. **Attorneys' Fees and Costs.** Class Counsel is awarded \$1,325,211 in attorneys' fees (one-third of the Value of the Settlement). In addition, Class Counsel is awarded \$28,913.54 in costs. Payments shall be made from the Settlement Fund to Class Counsel within twenty-four (24) days after the Effective Date.

16. **Settlement Administrator's Fees and Costs.** The Court awards the Settlement Administrator its fees and costs, currently estimated to be \$148,573.89 through the date of completion. Payment shall be made from the Settlement Fund to the Settlement Administrator within twenty-four (24) days after the Effective Date.

17. **Final Judgment.** This Final Approval Order shall constitute the Court's final judgment in this Action.

18. **Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain jurisdiction over the Actions and the Parties, including Defendant, all

Settlement Class Members, in order to administer, supervise, construe, and enforce the terms of the Final Approval Order until final performance of the Agreement.

**NOW, THEREFORE**, the Court, finding that no reason exists for delay, this Final Approval Order and Final Judgment shall be entered as of the date set forth below.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE LILES C. BURKE  
UNITED STATES DISTRICT JUDGE

**CERTIFICATE OF SERVICE**

I hereby certify that I caused the foregoing to be served electronically using the Court's CM/ECF filing system on June 30, 2023, to counsel for Defendant as follows:

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*/s/ Sophia Goren Gold* \_\_\_\_\_  
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