



AlaFile E-Notice

03-CV-2020-901539.00

Judge: J. R. GAINES

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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

KRYSTAL KENDRICK ET AL V. GUARDIAN CREDIT UNION
03-CV-2020-901539.00

The following matter was FILED on 6/25/2024 11:35:13 AM

Notice Date: 6/25/2024 11:35:13 AM

GINA J. ISHMAN
CIRCUIT COURT CLERK
MONTGOMERY COUNTY, ALABAMA
251 S. LAWRENCE STREET
MONTGOMERY, AL, 36104

334-832-1260



**IN THE CIRCUIT COURT
FIFTEENTH JUDICIAL CIRCUIT
MONTGOMERY COUNTY, ALABAMA**

KRYSTAL KENDRICK, GLENDA,
FAYSON, and JIMMY WILLIAMS, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

GUARDIAN CREDIT UNION,

Defendant.

Case No. CV-2020-901539.00

TAWANDA FAYSON and ERIC
WILLIAMS, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

GUARDIAN CREDIT UNION,

Defendant.

Case No. CV-2021-900523.00

**ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Upon review and consideration of Plaintiffs' Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement, and the Settlement Agreement and accompanying exhibits thereto, all of which have been filed with the Court, it is **HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in the Action. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

2. The Parties have agreed to settle the Action upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court.

3. Plaintiffs, by and through counsel, have investigated the facts and law relating to the matters alleged in the Complaint, including legal research as to the sufficiency of the claims, and an evaluation of the risks associated with continued litigation, class certification, trial, and potential appeal.

4. The Settlement was reached as a result of extensive arms-length negotiations between counsel for Plaintiffs and counsel for Defendant.

5. The Settlement confers substantial benefits upon the Settlement Classes, and does so without the costs, uncertainties, delays, and other risks associated with continued litigation, class certification, trial, and potential appeal.

6. The Court previously certified the following Settlement Classes and reaffirms that certification for the reasons set forth in the Order Granting Preliminary Approval of Class Action Settlement:

APPSN Fee Class. Any member of Defendant who had a checking account with Defendant and was assessed an Overdraft Fee that was charged (and not subsequently refunded) by Defendant from January 28, 2020 to November 30, 2022, inclusive, on a signature Point of Sale debit card transaction when the checking account had a positive available balance at the time the transaction was authorized but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a member's checking account.

Retry Fee Class. All current or former members of Defendant who had a checking account with Defendant and were assessed an NSF Fee that was charged (and not subsequently refunded) by Defendant from January 1, 2015 to November 30, 2019, inclusive, for an ACH or check transaction that was re-submitted after previously being declined.

Excluded from the Settlement Classes are the Court and any members of the Court's family and staff.

7. The Court reaffirms appointment of the following as Class Counsel: (i) Lynn A. Toops of Cohen & Malad, LLP, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and F. Jerome Tapley of Cory Watson Attorneys. For purposes of these settlement approval proceedings, the Court finds that Class Counsel are competent and capable of exercising their responsibilities as Class Counsel.

8. The Court reaffirms its designation of each of the following Plaintiffs as Class Representatives: Krystal Kendrick, Glenda Fayson, Jimmy Williams, Tawanda Fayson and Eric Williams.

9. The Court finds that the notice provided by the Settlement Administrator to the Settlement Classes was the best notice practicable under the circumstances and satisfied the requirements of Due Process. No Class Member has submitted any timely objection to the Settlement and no Class Member has timely chosen to opt out of the Settlement.

10. The Settlement Agreement, including all exhibits thereto, is approved as fair, reasonable, and adequate. The Parties are directed to carry out the terms of the Settlement Agreement triggered by final approval.

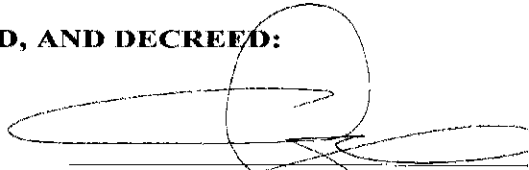
11. As of the Effective Date, except as to the rights and obligations provided for under the terms of the Settlement Agreement, Krystal Kendrick, Tawanda Fayson, Glenda Fayson, Eric Williams and Jimmy Williams, on behalf of themselves and each of the Class Members, release and forever discharge Defendant, and all of its past, present and future predecessors, successors, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys and agents (collectively, the "Defendant

Releasees”) from any and all claims, charges, complaints, debts, fees, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, which Named Plaintiffs and Class Members now 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 Kendrick Action and Fayson Action relating to APPSN Fees and Retry Fees.

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

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: 6/25, 2024



JUDGE J.R. GAINES