



class action Settlement Agreement and Release filed with the Court on July 18, 2024 (the "Settlement");

WHEREAS, Plaintiffs filed an unopposed motion pursuant to Rule 23 of the Indiana Rules of Trial Procedure requesting an order: (1) certifying the class; (2) preliminarily approving the proposed Settlement; and (3) preliminarily approving the form and plan of notice and distribution as set forth in the Settlement;

WHEREAS, on August 5, 2024, the Court entered the Preliminary Approval Order and certified the following Settlement Class:

Those current and former customers of STAR who were charged and not refunded an APSN Fee during the Class Period.

An "APSN Fee" is an overdraft fee that STAR charged and did not refund during the Class Period on signature-based point-of-sale debit card transactions where there was a sufficient balance at the time the transaction was authorized, but an insufficient balance at the time the transaction was presented to STAR for settlement and posted to a customer's account. The "Class Period" is March 18, 2011, through June 30, 2024.

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order: (1) the Settlement Administrator caused the Notice to be emailed or mailed by United States First Class Mail to all known members of the Class; and (2) the affidavit of the Settlement Administrator filed with this Court demonstrating compliance with the Email Notice and Postcard Notice requirements and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Settlement Administrator's declaration states that no Class Members requested exclusion from the Class and no Settlement Class Members objected to the Settlement;

WHEREAS, on November 19, 2024, this Court held a Final Approval Hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class, and also on the requests for payment of Class Counsel's attorneys' fees and expenses and the Class Representative Service Awards; and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of any persons who chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in the lawsuit, the benefits to the Class

under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

**THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiffs and Defendant in this case.
3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order, including the certification of the Settlement Class.
4. The Plaintiffs and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement.
5. The Settlement is the product of good faith, arm's-length negotiations by the Plaintiffs and Class Counsel, and Defendant and Defendant's Counsel, and the Class and Defendant were represented by capable and experienced counsel. A mediator aided the negotiations.
6. The form, content, and method of dissemination of the Notice given to the Class Members—individual Email Notice or Postcard Notice—were adequate and reasonable, constituted the best notice

practicable under the circumstances, and satisfied the requirements of Trial Rule 23 and Due Process.

7. The Settlement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the Plaintiffs, the Class, Class Counsel, Defendant, and Defendant's Counsel to effectuate the Settlement according to its terms.

8. The Settlement Agreement provides for certain benefits to Settlement Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the Parties are authorized to implement that distribution after deductions for fees, expenses, and the Service Award as approved by the Court by separate order.

9. The Court shall have continuing jurisdiction over the Settlement Fund.

10. Upon the occurrence of the Effective Date of the Settlement, the releases provided for in the Settlement shall become effective and binding on all of the Parties and all of the Settlement Class Members.

11. Trial Rule 23(D) requires that "[t]he court shall allow reasonable attorney's fees and reasonable expenses incurred from a fund

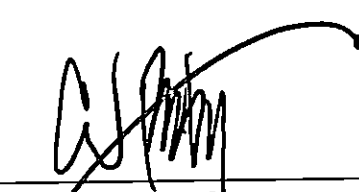
recovered for the benefit of a class under this section.” Class Counsel has applied for approval of fees and expenses by separate motion, and the Court will address approval of fees and expenses by separate order.

12. This Order is a final judgment because it disposes of all claims against all Parties to this lawsuit. The Court retains jurisdiction over the Settlement Agreement, the Parties to the Settlement Agreement and the Settlement Class Members, and all matters relating to the administration and enforcement of the Settlement Agreement.

**THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.**

**SO ORDERED on:**

Nov. 19, 2024

  
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Hon. Craig J. Bobay  
Judge Allen Superior Court

Distribution to all counsel of record via IEFS.