

IN THE CIRCUIT COURT OF MARION COUNTY, MISSOURI
DISTRICT 1, PALMYRA, MISSOURI

FILED

DEC 04 2024

Cheryl L. Damron, Circuit Clerk
Marion Co., Palmyra, MO District 1

SHERYL COUCH, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HOME BANK,

Defendant.

Case No. 23MM-CV00074

FINAL APPROVAL ORDER

WHEREAS, Plaintiff Sheryl Couch (“Plaintiff”) and Defendant HomeBank (“HomeBank” or “Defendant”), by and through their respective counsel, entered into their class action settlement agreement (“Settlement Agreement”) on the following agreed terms:

WHEREAS, Class Representative and Defendant applied pursuant to Missouri Supreme Court Rule 52.08 for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement Agreement;

WHEREAS, the Court previously certified for settlement and notice purposes only the following class (the “Class”):

All current or former holders of a HomeBank personal or business checking account, regardless of the state of residence or citizenship of its account holder, who, during the Class Period, were assessed an overdraft fee on a debit card transaction that was authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized.

WHEREAS, on July 3, 2024, the Court entered an order preliminarily approving the Settlement Agreement, approving the forms of notice of the Settlement Agreement to the members of the Settlement Class, directing that appropriate notice of the Settlement Agreement be given to

the Settlement Class, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

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

WHEREAS, Class Counsel has informed the Court that no members of the Settlement Class submitted valid requests for exclusion from the Class;

WHEREAS, on December 4, 2024, this Court held a hearing on whether the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”);

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as 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 Members under the Settlement Agreement 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 will have the meanings ascribed to them in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in this case (the “Parties”).

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. The Class Representative and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement Agreement.

5. The Settlement Agreement is the product of good faith, arm's-length negotiations by the Class Representative and Class Counsel, and Defendant and Defendant's Counsel, and the Class and Defendant were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the notice given to members of the Class—individuals emailed or mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Missouri Supreme Court Rule 52.08(c)(2) and due process.

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

8. The Settlement Agreement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the method and recipients for receipt of any Residual Funds, and the parties are authorized to implement distribution of the Settlement Fund after deductions for fees, expenses, and service awards as approved by the Court.

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

10. Upon the occurrence of the Effective Date of the Settlement Agreement, the Class Representative and the Class Members release and forever discharge Defendant and all of their

past, present, and future parents, officers, directors, volunteers, subsidiaries, members, affiliates, divisions, predecessors, successors, agents, contractors, employees, representatives, assigns, insurers, and attorneys (the "Released Parties") from any and all claims, demands, causes of action, debts, obligations, and liabilities, whether arising under federal, state, or local law or under a constitutional provision, statute, regulation, rule, contract, or common law, whether or not now known, suspected, or claimed, that may have accrued from the beginning of time until the Effective Date that arise out of, relate to, or in any way concern this lawsuit, the Class Members' accounts, the Class Members' relationship with Defendant, or any of the facts, allegations, and claims asserted in this lawsuit. For avoidance of doubt, this release applies to: (a) Homebank from the beginning of the Class Period to the end of the Class Period.

11. Upon the occurrence of the Effective Date of the Settlement Agreement, Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in the lawsuit, or the filing or prosecution of any lawsuit relating to such claims. Notwithstanding the foregoing, nothing in this Order shall be construed as a release or waiver of any obligations of any Class Representative, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in the Settlement Agreement. Any such debts, loans, and credit obligations shall continue to be governed by the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in the Settlement Agreement.

12. The above-captioned lawsuit is hereby dismissed with prejudice and without assessment of costs or attorneys' fees against any party except as provided in the Settlement Agreement and Court order.

13. 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 all matters relating to the administration and enforcement of the Settlement Agreement.

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

DATED: 12-4-24



CIRCUIT COURT JUDGE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was filed electronically with the Clerk of Court on December 2, 2024, to be served on all counsel of record by operation of the Court's electronic filing system.

/s/ Tiffany Marko Yiatras