

FILED FEBRUARY 28 2025 JUDGE JANE L. WEINER

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JUDY COLLINS, on behalf of herself	:	SUPERIOR COURT OF NEW JERSEY
and all others similarly situated,	:	LAW DIVISION: HUDSON COUNTY
	:	
<i>Plaintiff,</i>	:	Docket No. HUD-L-001429-22
	:	
v.	:	
	:	
PROVIDENT BANK,	:	
	:	
<i>Defendant.</i>	:	
	:	

ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

WHEREAS, on October 11, 2024, this Court entered an Order Granting Preliminary Approval of Proposed Settlement Agreement (the “Preliminary Approval Order”), preliminarily approving the proposed settlement of this Litigation pursuant to the terms of the Parties’ Settlement Agreement and Release (“Settlement Agreement”) and directing that notice be given to the Class Members;

WHEREAS, pursuant to the Parties’ plan for providing notice to the Class (the “Notice Program”), the Settlement Class was notified of the terms of the proposed settlement and of a Final Approval Hearing to determine, *inter alia*, whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release and dismissal of the Released Claims against the Released Parties as contemplated in the Settlement Agreement, and whether judgment should be entered dismissing the Litigation with prejudice; and

WHEREAS, a Final Approval Hearing was held on February 25, 2025. Prior to the Final Approval Hearing, proof of completion of the Notice Program was filed with the Court, along with declarations of compliance. Class Members were therefore notified of the terms of the proposed settlement and their right to appear at the hearing in support of or in opposition to the proposed

settlement, the amount of attorney's fees and costs requested by Class Counsel, and the Service Award requested for the Class Representative;

NOW, THEREFORE, the Court, having heard the oral presentations made at the Final Approval Hearing, having reviewed all of the submissions presented with respect to the proposed settlement, having determined that the settlement is fair, adequate, and reasonable, having considered Class Counsel's motion for attorney's fees and costs and the Class Representative's Service Award, together with any briefing and argument in support thereof or in opposition thereto, and having reviewed the materials in connection therewith, and good cause appearing, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court has jurisdiction over the subject matter of this Litigation, all claims raised therein, and all Parties thereto, including Settlement Class Members.

3. The Court finds, solely for purposes of considering this settlement and this Final Approval Order, that the requirements of Rules 4:32-1 and 4:32-2 of the New Jersey Rules of Court are met, including requirements for the existence of numerosity, commonality, typicality, adequacy of representation, and manageability of the Settlement Class for settlement purposes, that common issues of law and fact predominate over individual issues, and that settlement and certification of the Settlement Class is superior to alternative means of resolving the claims and disputes at issue in this Litigation.

4. The Settlement Class, which will be bound by this Final Approval Order, shall include all Class Members who did not submit a timely and valid Opt-Out request. The two proposed members who opted out are Keith and Mehendra.

5. For purposes of settlement and this Final Approval Order only, Plaintiff Judy Collins (“Collins” or “Plaintiff”) is appointed and shall serve as Class Representative of the Settlement Class.

6. For purposes of settlement and this Final Approval Order only, the Court appoints the following as Class Counsel on behalf of Plaintiff and the Settlement Class: Bruce D. Greenberg of Lite Depalma Greenberg & Afanador, LLC; and Jeffrey D. Kalief and Sophia Goren Gold of KaliefGold PLLC.

7. For purposes of settlement and this Final Approval Order only, the Court hereby certifies the following Settlement Class:

All holders of a personal or business checking account established at Provident Bank, regardless of the state of residence or citizenship of its account holder, who, from May 2, 2016, to and including December 31, 2022, incurred one or more Overdraft Fees that Provident Bank charged on alleged APSN Transactions.

The Settlement Class excludes all judicial officers presiding over this Litigation and their staff, and any of their immediate family members as well as Plaintiff’s counsel and Provident’s officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns.

8. The persons comprising the certified Settlement Class are identified in the Class List, as defined in the Settlement Agreement, which list will be maintained as indicated in the Settlement Agreement. The Court finds that no Settlement Class Members have requested to be excluded, and no Settlement Class Members have objected to the Settlement.

9. For purposes of settlement only, certification of the Settlement Class and this Final Approval Order, the Court further finds that “Class Period” means May 2, 2016, to and including December 31, 2022.

10. The Court finds for purposes of settlement only that the Settlement Class satisfies the prerequisites for a class action under Rules 4:32-1 and 4:32-2 of the New Jersey Rules of Court.

The Court finds, for purposes of settlement only, that the following requirements are met: (a) the above-described Settlement Class Members are so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) Plaintiff's claims are typical of Settlement Class Members' claims; (d) Plaintiff has fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Plaintiff has retained experienced Class Counsel; (e) the questions of law and fact common to the Settlement Class Members predominate over any affecting any individual Settlement Class Member; and (f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 4:32-1(b)(3) of the New Jersey Rules of Court and is superior to alternative means of resolving the claims and disputes at issue in this Litigation.

11. Notwithstanding the certification of the foregoing Settlement Class and the appointment of Class Counsel and of the Class Representative for purposes of effecting the settlement, if this Order is reversed on appeal, or the Settlement is terminated or is not consummated for any reason, the foregoing certification of the Settlement Class and appointment of Class Counsel and of the Class Representative shall be void and of no further effect, and the Parties to the proposed settlement shall be returned to the status each occupied before entry of this Order as if no Class was certified, and without prejudice to any legal argument that any of the Parties to the settlement might have asserted but for the settlement.

12. The Court finds that the Notice Program set forth in Section X of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute—and was reasonably calculated to provide and did provide—due and sufficient notice to the Settlement Class of the pendency of this Litigation, of the right to exclude themselves from the Settlement Class, of the fact that the

judgment will include all members who do not request exclusion, and of the right to appear at the Final Approval hearing, including through counsel, to object to any part of the settlement; the Notice Program therefore satisfies the requirements of the New Jersey Rules of Court, the New Jersey and United States Constitutions, and any other applicable law.

13. The Court hereby approves the settlement, including the plan for the calculation and distribution of the Cash Awards, and finds that the settlement, as set forth in the Settlement Agreement and this Order, satisfies each of the requirements of Rules 4:32-1 and 4:32-2 of the New Jersey Rules of Court and is in all respects fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court further finds that the Class Representative and Class Counsel have at all times adequately represented the Class and the settlement negotiations that resulted in the settlement were at all times conducted at arm's length. For all of these reasons, the Court grants final approval of the settlement.

14. The Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

15. Provided the Effective Date has occurred, distribution of the Cash Awards to Settlement Class Members provided for in the Settlement Agreement shall be paid to Settlement Class Members, pursuant to the terms and conditions of the Settlement Agreement and Sections V and VI thereof.

16. Upon the Effective Date, the Releasors shall have, by operation of this Final Approval Order, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims pursuant to Section VII of the Settlement Agreement.

17. Releasors are hereby permanently barred and enjoined from instituting,

commencing, or prosecuting, either individually or as a class, or in any other capacity, any Released Claims against any of the Released Parties. In addition, Plaintiff and each Settlement Class Member are hereby enjoined from asserting as a defense, including as a set-off or for any other purpose, any argument that if raised as an independent claim would be part of the Released Claims.

18. This Final Approval Order and Judgment of Dismissal, the Settlement Agreement, the settlement which it reflects, and any and all acts, statements, documents, or proceedings relating to the settlement are not, and shall not be construed as or used as an admission by or against Provident Bank or any other Released Party of any fault, wrongdoing, or liability on their part, or of the validity of any Released Claim or of the existence or amount of damages. This Final Approval Order and Judgment of Dismissal and the Settlement Agreement do not constitute a concession and shall not be used as an admission or indication of any wrongdoing, fault, or omission by Provident Bank or any of the other Released Parties or any other person in connection with any transaction, event or occurrence, and neither this Final Approval Order and Judgment of Dismissal nor the Settlement Agreement nor any related documents in this proceeding, nor any reports or accounts thereof, shall be offered or received in evidence in any civil, criminal, or administrative action or proceedings, other than such proceedings as may be necessary to consummate or enforce this Final Approval Order and Judgment of Dismissal, the Settlement Agreement, and all releases given thereunder, or to establish the affirmative defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in the Settlement Agreement. This Final Approval Order and Judgment of Dismissal also does not constitute any opinion or position of the Court as to the merits of the claims and defenses related to this Litigation.

19. The claims of the Class Representative and all Settlement Class Members in the

Litigation, and as defined as Released Claims in Section VII of the Settlement Agreement, are hereby dismissed in their entirety with prejudice. Except as otherwise provided in this Order, the Parties shall bear their own costs and attorneys' fees. The Court reserves jurisdiction over the implementation of the settlement, including enforcement and administration of the Settlement Agreement, including any releases in connection therewith and any other matters related or ancillary to the foregoing.

20. The Court, being fully advised and having afforded Class Members an opportunity to object, finds that the Class Settlement is fair and reasonable under Rule 4:32-2 of the New Jersey Rules of Court, the Notice sent to Class Members satisfies the requirements of Rule 4:32-2 of the New Jersey Rules of Court and due process, and the Parties have fully complied with the Preliminary Approval Order.

21. The Court finds Class Counsel's requested attorneys' fees of \$587,076, ~~representing one-third of the Settlement, is reasonable based on the percentage of the fund method and based upon the lodestar cross-check.~~ Class Counsel's hourly rates are in line with prevailing market rates and the hours worked are also reasonable. That award shall be paid to Class Counsel from the Settlement Fund by the deadline specified in the Agreement.

22. The Court further finds the request for reimbursement of \$41,332.40 for litigation costs is reasonable based on the work necessary to achieve this favorable class Settlement and is to be paid to Class Counsel from the Settlement Fund by the deadline specified in the Agreement.

23. The Court finds that Plaintiff took a reputational risk by initiating and assisted with the prosecution and litigation of the Action to help secure a favorable Settlement for the benefit of the Settlement Class. The Court therefore awards a \$5,000 service award to be paid to Judy Collins as Class Representative by the deadline specified in the Agreement.

24. The Court approves payment of the Settlement Administration costs of up to \$53,683 to be paid to the Settlement Administrator from the Settlement Fund in accordance with the terms in the Agreement.

25. The Court finds that no reason exists for delay in entering this Final Approval Order. Accordingly, the Clerk is directed to enter this Final Approval Order and the accompanying Judgment of Dismissal.

26. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Approval Order and Judgment of Dismissal and do not limit the rights of the Settlement Class Members.

27. All Settlement Class Members are bound by this Final Approval Order and the Judgment of Dismissal. They are further bound by the terms of the Settlement Agreement including, but not limited to, its Release provisions.

28. Notice of entry of this Order and the ensuing Judgment of Dismissal has been given to Class Counsel on behalf of the Settlement Class. It shall not be necessary to send notice of entry of this Final Approval Order or ensuing Judgment of Dismissal to individual members of the Settlement Class.

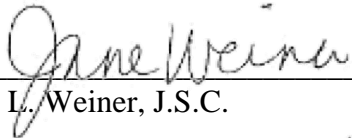
29. In the event that the Settlement Agreement is terminated pursuant to its own terms; or the Settlement Agreement, Preliminary Approval Order, Final Approval Order, or Judgment of Dismissal are reversed, vacated, or modified in any material respect by this or any other court; then: (a) all orders entered pursuant to the Settlement Agreement shall be vacated, including this Final Approval Order; (b) the instant action shall proceed as though a Settlement Agreement had

never been reached; and (c) no reference to the prior Settlement Agreement, or any documents or actions related thereto, shall be made for any purpose; provided, however, that the Parties to the Settlement Agreement agree to appeal an adverse ruling jointly and if the Settlement Agreement, Preliminary Approval Order, Final Approval Order, or Judgment of Dismissal are upheld on appeal in all material respects, then the Settlement Agreement, Preliminary Approval Order, Final Approval Order, or Judgment of Dismissal shall be given full force and effect.

30. Without affecting the finality of this Final Approval Order or the Judgment of Dismissal for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Approval Order and accompanying Judgment of Dismissal, and for any other necessary purpose.

It is SO ORDERED.

Date: 2/28/2025



Jane L. Weiner, J.S.C.

* THIS MOTION WAS UNOPPOSED. For the reasons stated on the record.