

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION**

BRANDY MORRIS, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

WALMART INC., previously known as
Wal-Mart Stores, Inc.; TELECHECK
SERVICES, LLC; and TELECHECK
SERVICES, INC.,

Defendants,

and

TELECHECK SERVICES, LLC,

Counter-Plaintiff,

v.

BRANDY MORRIS,

Counter-Defendant.

Case No. 1:22-CV-00016-SPW-TJC

**ORDER GRANTING JOINT
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, PROVISIONAL
CLASS CERTIFICATION, AND
PLAN OF NOTICE**

Under Federal Rule of Civil Procedure 23(e), the Parties filed a joint motion for preliminary approval of the proposed Settlement Agreement and plan of notice (“Motion”) (ECF Doc. 215). Based on this Court’s review of the Motion, the exhibits thereto, and the authorities cited therein, IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

1. This Court has jurisdiction over the subject matter of the Action, all Parties to the above-captioned matter (the “Action”), and all members of the Settlement Class as defined below.

2. The Court preliminarily approves the Settlement Agreement attached as Exhibit A to the Motion and the terms set forth therein (“Settlement”), subject to further consideration at a fairness hearing.

3. The Court finds on a preliminary basis that the Settlement falls within the range of reasonableness and therefore meets the requirements for preliminary approval.

4. The Court conditionally certifies, for settlement purposes only (and for no other purpose and with no other effect upon the Action, including no effect upon the Action should the Settlement Agreement not receive final approval or should the Effective Date not occur), a class defined as “all past and future customers who have written or will write a check for payment of goods or services at any Walmart retail store in the United States” (“Settlement Class”). The Settlement Class shall exclude Defendants, Defendants’ subsidiaries and affiliates, their officers, directors, and the members of their immediate families, and any entity in which Defendants have a controlling interest, the legal representatives, heirs, successors, or assigns of any such excluded party, the judicial officers to whom this action is assigned, and the members of their immediate families.

5. The Court finds, for settlement purposes only, that the Settlement Class is appropriate under Federal Rule of Civil Procedure 23(b)(2) because the Defendants are alleged to have acted or refused to act on grounds that apply generally to the Settlement Class, so that the described injunctive relief is appropriate with respect to the Settlement Class as a whole. The Court further finds that certification of the Settlement Class is appropriate under Federal Rule of Civil Procedure 23(a) because (i) the Settlement Class members are so numerous that joinder of all Class Members is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of Ms. Brandy Morris are typical of the claims of the Settlement Class members; and (iv) Ms. Morris and her counsel have and will fairly and adequately represent and protect the interests of the Settlement Class members.

6. The Court also finds that, subject to a fairness hearing, the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class under Federal Rule of Civil Procedure 23(e). The Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Class. The Settlement Agreement also (a) is the result of serious, informed, non-collusive arms'-length negotiations, involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance and supervision of two mediators; (b) meets all applicable

requirements of law, including Federal Rule of Civil Procedure 23, and the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715; and (c) is not a finding or admission of liability by Defendants.

7. Although notice of the settlement is not required for a class action settlement under Rule 23(b)(2), Fed. R. Civ. P. 23(c)(2)(A), the Court finds that notice should be given to the Settlement Class because they cannot opt out of the Settlement Agreement. The Court finds that the website developed by Defendants and the provision of notice within ten days of the filing of the Settlement Agreement in this Court to the appropriate authorities in each state where a class member resides and the appropriate federal authorities constitutes sufficient notice under 28 U.S.C. § 1715 and directs that such notice shall be given.

8. Each Settlement Class Member shall be given a full opportunity to comment on or object to the Settlement Agreement and to participate at a fairness hearing. Comments or objections must be submitted in writing, and must include (1) the name and case number of the Action (*Brandy Morris v. Walmart, Inc. et al.*, Case No. 1:22-CV-00016-SPW-TJC); (2) the Settlement Class member’s full legal name and mailing address; (3) the personal signature of the Settlement Class member; (4) the grounds for any objection; (5) the name and contact information of any and all attorneys representing, advising, or assisting with the comment or objection, or who may profit from pursuing any objection; and (6) a statement indicating whether the

Settlement Class member intends to appear at the final approval hearing, either personally or through counsel.

9. To be considered, written comments or objections must be submitted to the Court either by mailing them to Clerk, United States District Court for the District of Montana, Missouri River Federal Courthouse, 125 Central Avenue West, Suite 110, Great Falls, MT 59404, or by filing them in person at any location of the United States District Court for the District of Montana, within thirty (30) days after the entry of this Order. No Settlement Class member shall be entitled to be heard at the final approval hearing, whether individually or through counsel, unless written notice of the Settlement Class member's intention to appear at the final approval hearing is timely filed, or postmarked for mail to the Court within thirty (30) days after date of entry of this Order.

10. The date of the postmark on the envelope containing the written objection shall be the exclusive means used to determine whether an objection has been timely submitted. Settlement Class Members who fail to mail timely written objections in the manner specified above shall be deemed to have waived any objections and shall be forever barred from objecting to the Settlement Agreement and the proposed settlement by appearing at the final approval hearing, appeal, collateral attack, or otherwise.

11. The Court appoints Plaintiff Brandy Morris as the Class Representative, and the law firms of KalieGold PLLC and Hausfeld LLP as Settlement Class Counsel.

12. A fairness hearing shall be held before this Court on **May 13, 2026 at 1:30 p.m.**, at the United States District Court for the District of Montana, Missouri River Federal Courthouse, 125 Central Avenue West, Suite 110, Great Falls, MT 59404, to determine whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; whether a Final Approval Order and Final Judgment as provided in the Settlement Agreement should be entered; and to determine any amount of fees, costs, and expenses that should be awarded to Class Counsel and any award to the Class Representative for her representation of, or service on behalf of, the Settlement Class. All Settlement Class Members will be bound by any Final Approval Order and Final Judgment dismissing the Action with prejudice. The motion in support of final approval of the settlement, including Class Counsel's application for attorneys' fees, costs and expenses, shall be filed and served no later than thirty (30) days after the Court's order of preliminary approval. Any response to timely filed objections, if any, shall be filed and served no later than forty-five (45) days after the Court's order of preliminary approval.

14. At or after the fairness hearing, the Court shall determine whether any application for attorneys' fees, costs and expenses, and any award to the Class Representative for her representation of, and service to, the Class, should be approved.

15. Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendant. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action except by the settling Parties and only the settling Parties in a proceeding to enforce the Settlement Agreement.

16. The Court reserves the right to adjourn the date of the fairness hearing and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the settling Parties, if appropriate, without further notice.

17. All discovery and proceedings in this Action are stayed until further order of this Court, except as may be necessary to enforce or comply with the terms of the Settlement Agreement. Settlement Class Members are preliminarily enjoined from filing or otherwise participating in any other suit based on the claims released in the Settlement Agreement.

18. The Court retains jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement Agreement and the Settlement described therein.

DATED this 23rd day of March 2026.

A handwritten signature in blue ink that reads "Brian Morris". The signature is written in a cursive, flowing style.

Brian Morris, Chief District Judge
United States District Courts