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**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

**MEMORANDUM IN SUPPORT OF
JOINT MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
PROVISIONAL CLASS
CERTIFICATION, AND PLAN OF
NOTICE**

Plaintiff Brandy Morris (“Plaintiff”) and Defendants Walmart, Inc. (“Walmart”) and TeleCheck Services, LLC f/k/a TeleCheck Services, Inc. (“TeleCheck”; together with Walmart, “Defendants”) respectfully submit this memorandum in support of their Joint Motion for Preliminary Approval of Proposed Settlement.

INTRODUCTION

After over four years of litigation and ongoing arm’s length negotiations, including two mediations, the parties have finally agreed to a class action settlement under Rule 23(b)(2). *See* Settlement Agreement, attached as **Exhibit A**. The Settlement Agreement contemplates Walmart changing the language of both disclosures at the center of this litigation: the disclosure posted at the Walmart point-of-sale (“Check Policy”) and the disclosure appearing on Walmart’s PIN Pad (“Proof of Authorization”). In each of its over 4,600 United States retail stores nationwide, Walmart will change the disclosures to notify customers of the possibility of repeat debit attempts and associated bank fees when checks are returned unpaid. Specifically, the amended disclosures will notify Walmart check paying customers as follows:

Check Policy:

If your check is returned unpaid, you authorize us to submit one or more separate EFT(s) or draft(s) drawn from your account to collect your payment, and you also authorize us to submit one or more separate

EFT(s) or drafts(s) to collect a return fee of [\$XX]¹ under the applicable federal regulations and NACHA Rules. Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

Proof of Authorization:

I authorize you to collect my check by EFT(s)/draft(s), and if returned unpaid, I authorize you to collect (i) the amount of the check and (ii) the POSTED FEE by one or more separate EFT(s) or draft(s). Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

This significant and costly change by Walmart will ensure that customers who pay by check will be on specific notice that they may incur multiple bank fees if they do not maintain sufficient funds in their bank accounts to cover both the check amount and the amount of the applicable return fee. Under the proposed settlement, the Parties have not agreed to a settlement under Rule 23(b)(3) and settlement class members will not release claims for damages they may have against Defendants.

Under Federal Rule of Civil Procedure 23(e), this Court must preliminarily approve this settlement as fair, reasonable, and adequate, certify the proposed settlement class for settlement purposes only, direct appropriate notice of the settlement, and approve the parties' plan of notice. Additionally, to certify a class for purposes of settlement, the Court must find that the proposed class satisfies Rule 23(a)'s requirements and at least one prong of Rule 23(b).

¹ Return fee amounts vary based on state law.

The Court should preliminarily approve the Settlement Agreement under Rule 23(e) because the Agreement is fair, reasonable, and adequate. The parties have spent the past four years actively litigating this case, including through two motions to dismiss, several objections to the United States Magistrate’s findings and recommendations, discovery on the meaning of the disputed Disclosures, and initial-phase summary judgment motions. Following this Court’s ruling on the parties’ motions for summary judgment, the parties reached this settlement only after participating in two mediations—one with a private mediator, Rodney Max, and a second mediation with Magistrate Judge Johnston. Plaintiff is represented by competent counsel from three separate law firms who engaged in extensive, arm’s length negotiations to reach the Settlement Agreement, and counsel for both Plaintiff and Defendants are experienced class action practitioners, which vitiates any concerns of collusion against the class’s interests. The Settlement Agreement is therefore more than fair and reasonable.

The Settlement Agreement is also adequate. While Plaintiff believes she has strong claims against Defendants, this case presents inherent risks due to (i) the novel and complex nature of the issues and liability theories presented, (ii) the substantial challenges associated with class certification, (iii) the threat of reversal on appeal, and (iv) the continued costs and delays stemming from continued litigation. Importantly, the Settlement Agreement confers a substantial, tangible benefit to the

proposed settlement class by requiring Walmart to amend its Check Policy and the Proof of Authorization that every customer who pays by check at any of Walmart's over 4,600 retail stores sees. Going forward and as a result of this settlement, customers will have clear notice that their banks may charge them multiple fees if they lack sufficient funds in their account to cover the check amount and return fee. The value of that remedial effect for all check-paying customers of Walmart—the nation's largest retailer—is substantial and plainly adequate.

The Court can properly certify the proposed settlement class under Rule 23(a) as satisfying the numerosity, commonality, typicality, and adequacy requirements. The proposed class includes thousands of check paying customers each year, all of whom received the challenged notices prior to the Settlement Agreement and all of whom will receive the amended disclosures under the Settlement Agreement, satisfying Rule 23(a)(1) through (a)(3). And for the terms of this settlement and the relief Plaintiff is obtaining, there is no reason that Plaintiff cannot fairly and adequately protect the class's interests, satisfying Rule 23(a)(4). Rule 23(a) is therefore satisfied here.

The proposed settlement class also satisfies Rule 23(b)(2) because the final injunctive relief contained in the Settlement Agreement will settle the dispute regarding the sufficiency of the disclosures given to check paying customers at Walmart stores. The proposed class consists only of individuals who would

ostensibly be affected by the challenged disclosures, and the injunctive relief is final and appropriate to the class as a whole. Finally, although not necessary, the parties will also give notice to potential class members using a settlement website, which will give class members a fair and adequate opportunity to challenge or otherwise respond to the proposed settlement agreement.

For all these reasons, the Court should preliminarily approve the Settlement Agreement, certify the proposed settlement class under Rule 23(b)(2), appoint Plaintiff's counsel as counsel for the settlement class, appoint Plaintiff as the representative of the settlement class, direct notice in the form and manner proposed herein, and set a hearing for final approval of the proposed Settlement Agreement.

BACKGROUND

A. Procedural History

On December 2, 2021, Plaintiff filed a putative class action in the Thirteenth Judicial District Court in Yellowstone County, Montana, alleging Walmart breached the terms of the Check Policy when processing the checks of Walmart customers who failed to maintain sufficient funds in their accounts, breached the implied covenant of good faith and fair dealing, and was unjustly enriched. (Compl., ECF Doc. [1-1].) Walmart removed the case to this Court and moved to dismiss. (Walmart's Mot. to Dismiss Memo., ECF Doc. [15].)

Viewing the factual allegations in the light most favorable to Plaintiff and

resolving all inferences in Plaintiff's favor, United States Magistrate Judge Cavan recommended that the Court (1) deny Walmart's Motion to Dismiss Plaintiff's breach of contract and breach of implied covenant claims because "both Morris and Walmart have set forth plausible, opposing interpretations of the Check Policy," Findings and Recommendations ("F&R"), Doc. [31] at 7-8; (2) grant Walmart's Motion to Dismiss Plaintiff's breach of implied covenant tort claim because no special relationship existed between Plaintiff and Walmart, *id.* at 11-13; and (3) grant Walmart's Motion to Dismiss Plaintiff's unjust enrichment claim because she failed to defend it, *id.* at 13-14. Neither Plaintiff nor Walmart objected to Magistrate Judge Cavan's Findings and Recommendations, so the Court adopted them in full, finding no clear error. (Order, ECF Doc. [32].)

Recognizing a "narrow, potentially dispositive issue exists concerning contract interpretation," however, the Court agreed to bifurcate this case into phases, with Phase I focusing on the interpretation of the Check Policy and Phase II focusing on class discovery, damages, and any remaining liability issues. (Order, ECF Doc. [62] at 2, 4.) Plaintiff subsequently filed the Amended Complaint on August 15, 2023, adding TeleCheck as a Defendant. (Am. Compl., ECF Doc. [80].) TeleCheck moved to dismiss. (TeleCheck Mot. to Dismiss Memo., ECF Doc. [91].)

Magistrate Judge Cavan issued another F&R, recommending that the Court deny TeleCheck's Motion to Dismiss based on the law of the case doctrine. (F&R,

ECF Doc. [119] at 8-9.) TeleCheck timely objected. (TeleCheck's Obj., ECF Doc. [139].) Although the Court agreed that the law of the case doctrine did not apply, it denied TeleCheck's Motion to Dismiss on other grounds. (Order, ECF Doc. [160].)

On May 17, 2024, after the close of Phase I discovery, Walmart filed a Motion for Summary Judgment, which TeleCheck joined, and Plaintiff filed a Partial Motion for Summary Judgment. (Walmart's Mot. for Summ. J., ECF Doc. [121]; Notice of Joinder, ECF Doc. [123]; Pl.'s Partial Mot. for Summ. J. Memo, ECF Doc. [135].)

On February 5, 2025, United States Magistrate Judge Cavan issued an F&R, recommending that the Court grant Walmart's Motion for Summary Judgment because Plaintiff lacked standing. (F&R, ECF Doc. [167].) Plaintiff objected to Magistrate Judge Cavan's findings and recommendations, attaching a declaration in which she attested to paying her entire negative bank balance prior to her bankruptcy and settlement, including the bank fees at issue. (Pl's Obj., ECF Doc. [169].)

Based on this assertion, Defendants agreed to stipulate that Plaintiff's declaration was sufficient to establish an injury-in-fact for purposes of Article III standing, and the Court declined to adopt Magistrate Judge Cavan's Report and Recommendation. (Order, ECF Doc. [184].) On April 17, 2025, Judge Watters sua sponte recused herself from all further proceedings, resulting in the case being reassigned to Judge Brian Morris. (Order, ECF Doc. [179].)

Judge Morris directed parties to file supplemental briefs in support of their

respective summary judgment motions, and on May 30, 2025, Plaintiff, Walmart, and TeleCheck each submitted a supplemental brief in support of their respective motions for summary judgment. (TeleCheck Supp. MSJ, ECF Doc. [192]; Walmart Supp. MSJ, ECF Doc. [195]; Pl's Supp. MSJ, ECF Doc. [194].) On August 6, 2025, despite staying the case on July 31, 2025, the Court denied both Plaintiff's and Walmart's motions for summary judgment. (Order, ECF Doc. [203]; Order, ECF Doc. [205].)

The parties subsequently filed a joint motion to stay proceedings pending private mediation, which the Court granted. (Order, ECF Doc. [207].) The parties attended private mediation on November 13, 2025 in Miami, Florida before Rodney Max but did not reach a resolution. After further discussion, the parties agreed to attend a settlement conference before United States Magistrate John Johnston on December 23, 2025. (Order, ECF Doc. [210].) During this settlement conference, the parties reached a settlement in principle. (Dec. 23, 2025 Text-only Order.)

B. Settlement Agreement

The parties have agreed to settle this matter in accordance with the terms set forth in the Settlement Agreement, which is the result of years' worth of litigation, discovery, and arm's length negotiation.

1. The Settlement Class

For purposes of settlement only, the parties seek preliminary certification

under Rule 23(b)(2) of the following settlement class: 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 officer(s) to whom this action is assigned, and the members of their immediate families.” (Am. Compl., ECF Doc. 80, ¶ 36.)

Defendants do not consent to certification of the Settlement Class for any purpose other than to effectuate the settlement of this matter. Defendants’ agreement to preliminary certification of the Settlement Class does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiff or the Settlement Class.

2. Injunctive Relief

Under the terms of the Settlement Agreement, the parties agree that the Court shall issue an order requiring Walmart to use the following language in the Check Policy and Proof of Authorization at each of its over 4,600 retail stores in the United States:

Check Policy:

If your check is returned unpaid, you authorize us to submit one or more separate EFT(s) or draft(s) drawn from your account to collect your payment, and you also authorize us to submit one or more separate EFT(s) or drafts(s) to collect a return fee of [XXX] under the applicable federal regulations and NACHA Rules. Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

Proof of Authorization:

I authorize you to collect my check by EFT(s)/draft(s), and if returned unpaid, I authorize you to collect (i) the amount of the check and (ii) the POSTED FEE by one or more separate EFT(s) or draft(s). Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

The parties further agree that the injunctive relief described in this Section shall be subject to the limitations described in Sections 4.2.2 and 4.2.3 of the Settlement Agreement.

3. Release of Claims Against Walmart and TeleCheck²

In exchange for the injunctive relief described above and upon entry of a final judgment approving the Settlement Agreement, the parties agree as follows:

- Plaintiff Releasors (which do not include the Settlement Class) will release and discharge the Defendant Releasees from all Claims arising out of or relating to the Covered Conduct, Check Policy, Proof of Authorization, or Plaintiff's payment for any goods or services by check, including but not limited to all claims and defenses that were or could have been asserted in the Lawsuit.

² All capitalized terms used in this Section are defined in the Settlement Agreement and have the same meaning, unless otherwise defined in this Motion.

- Defendant Releasors will release and discharge the Plaintiff Releasees from any Claims arising out of or related to the allegations in TeleCheck’s Counterclaim against Plaintiff.
- Plaintiff Releasors and the Settlement Class will waive their right to pursue claims for injunctive or prospective relief against the Defendant Releasees for any Claims based on Covered Conduct, including but not limited to Claims that were or could have been asserted in the Lawsuit. *See Reyn’s Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 748 (9th Cir. 2006) (“The weight of authority holds that a federal court may release not only those claims alleged in the complaint, but also a claim based on the identical factual predicate as that underlying the claims in the settled action.”).
- The Settlement Class does not release any individual or class Claims for monetary damages against the Defendant Releasees for Claims based on Covered Conduct, if any. *See In re Yahoo Mail Litig.*, 308 F.R.D. 577, 596 (N.D. Cal. 2015) (“[A] Rule 23(b)(2) judgment, with its one-size-fits-all approach and its limited procedural protections, will not preclude later claims for individualized relief.”).

4. Dismissal and Vacatur

The parties agree to the terms of the attached proposed order granting final approval of the settlement and dismissal of the Lawsuit with prejudice, which requests, among other things, that the Court vacate all prior rulings and United States Magistrate’s findings and recommendations on Defendants’ motions to dismiss and the parties’ motions for summary judgment (the “Proposed Final Approval Order”).

ARGUMENT

A. **The Court should preliminarily approve the Settlement Agreement.**

“[T]he decision to approve or reject a settlement is committed to the sound discretion of the trial judge because he is exposed to the litigants and their strategies, positions, and proof.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir.

1998). In exercising such discretion, the Court should give “proper deference to the private consensual decision of the parties...[T]he court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Hanlon*, 150 F.3d at 1027; *see also* Fed. R. Civ. P. 23(e)(2). In other words, preliminary approval is generally appropriate where the proposed settlement “(1) appears to be the product of serious, informed, non-collusive negotiations; (2) does not grant improper preferential treatment to class representatives or other segments of the class; (3) falls within the range of possible approval; and (4) has no obvious deficiencies.” *Id.*

This Settlement Agreement is fair, reasonable, and adequate. First, the Settlement Agreement resulted from serious, informed, non-collusive negotiations conducted at arm's length with the assistance of *two* mediators—Rodney Max and United States Magistrate Judge Johnston. *See Kline v. Dymatize Enters., LLC*, 2016 WL 6026330, at *5 (S.D. Cal. Oct. 13, 2016) (“That the settlement was reached with the assistance of an experienced mediator further suggests that the settlement is fair and reasonable.”). The parties have been litigating this action for several years and have participated in significant motion practice and expert and fact discovery. *See*

In re Wireless Facilities, Inc., 253 F.R.D. 607, 610 (S.D. Cal. 2008) (“Settlements that follow sufficient discovery and genuine arms-length negotiation are presumed fair.”). Plaintiff and the Class are represented by experienced class action counsel that have analyzed the strengths and weaknesses of each party’s respective claims and defenses and negotiated this settlement over several months. Joint Declaration of Class Counsel (“Class Counsel Decl.”), attached as **Exhibit B**, ¶ 11. *See Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (“We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution . . . and have never prescribed a particular formula by which that outcome must be tested.”)

Second, the Settlement Agreement does not grant preferential treatment to any class member. Rather, because the Settlement Agreement provides “only for injunctive relief” that applies equally to all class members, “there is no potential for the named plaintiff[] to benefit at the expense of the rest of the class.” *Hart v. Colvin*, 2016 WL 6611002, at *9 (N.D. Cal. Nov. 9, 2016).

Third, the Settlement Agreement is within the range of possible approval. As a general matter, the Ninth Circuit has recognized a “strong judicial policy” that “favors settlements, particularly where complex class action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). Here, the Settlement Agreement **directly addresses** Plaintiff’s core claims—that the

Disclosures Walmart provided did not notify Plaintiff and the Settlement Class that they may incur multiple, separate bank fees by failing to maintain sufficient funds in their bank accounts. (*See, e.g.*, Am. Compl. ¶¶ 20-23, 25, 27, 31, 48-50.)

And importantly, the Settlement Agreement will continue to allow the Settlement Class to pursue damages claims against Defendants on an individual or class basis, which further weighs in favor of fairness and reasonableness. *See Moore v. GlaxoSmithKline Consumer Healthcare Holdings (US) LLC*, 2024 WL 4969182, at *4 (N.D. Cal. Oct. 3, 2024) (“Although the Settlement does not include monetary compensation, it preserves the class members’ rights to pursue damages in future claims.”); *Campbell v. Facebook*, 2017 WL 3581179, at *4 (N.D. Cal. Aug. 18, 2017) (finding a settlement agreement fair, reasonable and adequate when the agreement offered “immediate, tangible benefits” in the form of changed business practices “without requiring the class members to release any claims for monetary damages”). Indeed, as the *Moore* court recognized, courts routinely approve settlements providing “solely injunctive relief in consumer class actions, particularly where such relief offers direct benefits in curbing allegedly unlawful practices.” *Id.* (citing *Carr v. Tadin, Inc.*, No. 12-CV-3040 JLS JMA, 2014 WL 7497152, at *7 (S.D. Cal. Apr. 18, 2014) and *Johnson v. Triple Leaf Tea Inc.*, No. 3:14-CV-01570-MMC, 2015 WL 8943150, at *5 (N.D. Cal. Nov. 16, 2015)).

Class Counsel’s proposed fee award of \$1,850,000, which Defendants do not

oppose, is reasonable and adequate compensation for over four years of litigation, which resulted in the proposed nationwide prospective relief now before the Court. *Campbell v. Facebook* is directly on point. In *Campbell*, the Ninth Circuit affirmed the district court's award of \$3,890,000 in attorneys' fees when the benefit to the class was not "easily quantified," recognizing that "district courts have discretion to award fees based on how much time counsel spent and the value of that time (a lodestar calculation) without needing to perform a crosscheck in which they attempt to estimate how this compares to the recovery for the class." *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1126 (9th Cir. 2020). The *Campbell* Court further noted that concerns regarding "clear sailing" and reversion provisions do not apply when a class is certified for injunctive relief only. *Id.* at 1125. Rather, the Court must only consider whether there is any evidence of collusion. *Id.*

Here, the benefit to the Settlement Class cannot be easily quantified, and there is absolutely no evidence of collusion. Rather, the Settlement Agreement is the result of several years of contentious, hard-fought litigation in a case involving several complex, novel legal theories, and the parties only reached this agreement after the Court denied their respective motions for summary judgment and after participating in two mediations. The Settlement Agreement is therefore fair, reasonable, and adequate.

Fourth, the Settlement Agreement does not contain any obvious deficiencies.

As discussed, the parties have vigorously litigated this case for years, and should this case continue, Defendants will seek to appeal the Court's denial of the motions for summary judgment, oppose class certification, and seek to appeal any decision certifying Plaintiff's proposed class. Specifically, Defendants would strongly contend that no damages class could be certified under Rule 23(b)(3) because the proposed class does not meet superiority or predominance requirements. Fed. R. Civ. P. 23(b)(3). Defendants would further contend that numerous individual issues and collateral inquiries would swamp any common issues presented in this action, such as standing, course of dealing, prior release and waiver, and the terms of each individual class member's agreement with his or her third-party bank. Although Plaintiff believes she has strong arguments, proceeding with this litigation presents the inherent risk that Plaintiff and the Settlement Class may receive no relief, or at minimum, that any relief Plaintiff and the Settlement Class receive would be prolonged by years due to inevitable appeals. *See Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 966 (9th Cir. 2009) (weighing the fact that a settlement agreement afforded immediate relief to the class members in favor of reasonableness).

By contrast, the Settlement Agreement affords meaningful, immediate relief to Plaintiff and the Settlement Class and protects Plaintiff and the Settlement Class against the risk, anticipated expense, and complexity of further litigation. There are

therefore no obvious deficiencies with the Settlement Agreement. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007) (finding no “obvious deficiencies” in a settlement agreement based on the risk, anticipated expense, and complexity of further litigation). The Agreement is therefore fair, reasonable and adequate and should be preliminarily approved.

B. The Court should certify the proposed Settlement Class under Rule 23(a) and (b)(2).

Federal Rule of Civil Procedure 23 governs class certification and requires a proposed settlement class to meet the requirements of Rule 23(a) and to satisfy at least one of the prongs of Rule 23(b). Fed. R. Civ. P. 23. Within Rule 23’s framework, the Court has “broad discretion over whether to certify a class.” *In re Yahoo Mail Litig.*, 308 F.R.D. 577, 586 (N.D. Cal. 2015).

1. The Settlement Class meets the requirements of Rule 23(a).

“Under Rule 23(a), a party seeking certification of a class or subclass must satisfy four requirements: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation.” *Parsons v. Ryan*, 754 F.3d 657, 674 (9th Cir. 2014).

a. The Settlement Class is sufficiently numerous.

Rule 23(a)(1) requires that “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). While numerosity requires examination of specific facts of each case and imposes no absolute limitations, courts have generally held that classes involving at least 40 members meet Rule

23(a)(1)'s numerosity requirement. *See, e.g., McMillion v. Hawaii*, 261 F.R.D. 536, 542 (D. Haw. 2009) (“Generally, a class satisfies numerosity if it is likely to exceed forty members.”); *Coppel v. SeaWorld Parks & Enter., Inc.*, 347 F.R.D. 338, 355 (S.D. Cal. 2024) (“As a general rule, classes of 20 are too small, classes of 20–40 may or may not be big enough depending on the circumstances of each case, and classes of 40 or more are numerous enough.”).

Here, Rule 23(a)'s numerosity requirement is easily satisfied because the Settlement Class would likely consist of thousands of class members. (Yagi Decl. ¶¶ 4-7, ECF No. [1-2].)

b. Questions of law and fact are common to the Settlement Class.

Rule 23(a)(2) requires the existence of “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). When analyzing commonality, the Court must find that the class representative shares at least one question of fact or law with the proposed settlement class. *In re Yahoo Litig.*, 308 F.R.D. 577, 590 (N.D. Cal. 2015). “All questions of fact and law need not be common to satisfy [Rule 23(a)(2)].” *Id.*

Here, Ms. Morris and the Settlement Class allege that the Disclosures Walmart provided at the point-of-sale are contracts that Defendants breached when processing Ms. Morris's and the Settlement Class members' checks. (Am. Compl., ECF Doc. [80], ¶¶ 47-50.) These claims involve both common issues of law—whether the Disclosures are contracts—and common issues of fact—whether

Defendants' processing practices violated the alleged contracts. The Settlement Class therefore satisfies the commonality requirement.

c. Ms. Morris's claims are typical of the Settlement Class members' claims.

Rule 23(a)(3) requires that the class representative's claims are "typical" of the class members' claims. Fed. R. Civ. P. 23(a)(3). Typicality does not require the representative's claims to be identical to those of the class members; rather, it is a permissive requirement that requires each class member's claim to arise "from the same course of events" and requires each class member to make "similar legal arguments to prove the defendants' liability." *In re Yahoo Mail Litig.*, 308 F.R.D. at 593. The purpose of typicality is to ensure that "the interest of the named representative aligns with the interests of the class." *Id.*

Here, both Ms. Morris's and the Settlement Class members' claims arise out of the same Disclosures and the same check processing practices, each class member asserts that the Disclosures are contracts that Defendants breached, and each class member seeks damages for the bank fees they incurred as a result of Defendants' processing practices. (Yagi Decl. ¶¶ 2-4, ECF No. [1-2]; Am. Compl., ECF Doc. [80], ¶¶ 47-50.) Thus, Plaintiffs and the proposed class members have a similar alleged injury based on the same conduct, and typicality is therefore satisfied. *See In re Yahoo Mail Litig.*, 308 F.R.D. at 593 (finding typicality was satisfied when each class member was "subject to the same scanning practices by Yahoo").

d. Class Counsel's representation is adequate.

Rule 23(a)(4) requires the representative parties to “fairly and adequately protect the interests of the class.” Class counsel are adequate if the named plaintiffs and class counsel have no conflicts of interest with other class members and if class counsel prosecute the action vigorously on behalf of the class. *In re Yahoo Litig.*, 308 F.R.D. at 595.

Here, counsel for Plaintiff and the Settlement Class are adequate. No conflict of interest exists between either class counsel and the putative class members or between Ms. Morris and the putative class members. Class Counsel Decl., Ex. B, ¶ 12. Ms. Morris’s decision to “only pursue certification of an injunctive relief class under Rule 23(b)(2) does not affect [her] adequacy to serve as [a] class representative[.]” *In re Yahoo Mail Litig.*, 308 F.R.D. at 595. From the beginning of this litigation, Plaintiff has sought “final injunctive relief or corresponding declaratory relief” on behalf of the Settlement Class. Am. Compl., ECF Doc. [80], ¶ 44. In obtaining the injunctive relief described herein and in the Settlement Agreement, Plaintiff has secured significant, valuable relief for all future check-paying customers at every Walmart store in America that will benefit the Settlement Class. Plaintiff is therefore an adequate representative of the Settlement Class.

Class counsel is also more than adequate. Class counsel has vigorously litigated this case on behalf of Ms. Morris and the putative class, including by

briefing two motions to dismiss, several objections to the United States Magistrate’s findings and recommendations, preparing for and attending hearings, taking depositions, participating in discovery, and conducting two mediations. Class Counsel Decl., Ex. B, ¶ 13. Additionally, class counsel are experienced class action litigators with substantial experience prosecuting financial services class actions on behalf of consumers. *Id.* ¶ 14. Rule 23(a)(4)’s adequacy requirement has therefore been easily met.

2. The Settlement Class meets the requirements of Rule 23(b)(2).

Once the Court determines a proposed settlement class has satisfied the requirements of Rule 23(a), it must consider whether the proposed class can be certified under Rule 23(b). Under Rule 23(b)(2), the Court may certify a settlement class if Defendants “acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2).

“Unlike Rule 23(b)(3), a plaintiff does not need to show predominance of common issues or superiority of class adjudication to certify a Rule 23(b)(2) class.” *In re Yahoo Mail Litig.*, 308 F.R.D. at 598. Rather, the plaintiff must only show that class members “complain of a pattern or practice that is generally applicable to the class as a whole.” *Id.* The key to certifying a settlement class under Rule 23(b)(2) is “the indivisible nature of the injunctive or declaratory remedy warranted—the notion

that the conduct is such that it can be enjoined or declared unlawful only as to all of the class members or as to none of them.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 360 (2011). The fact that some class members may have suffered different injuries from the challenged practice does not prevent a class from meeting the requirements of Rule 23(b)(2). *Rodriguez*, 591 F.3d at 1125.

Here, certification of the Settlement Class is appropriate under Rule 23(b)(2) because all check-paying customers receive the same disclosures at every Walmart store in the United States and TeleCheck applies the same check-processing logic to every check it processes on behalf of Walmart. (*See generally* Yagi Decl. ¶¶ 2-7, ECF No. [1-2].) In other words, Plaintiff and the Settlement Class challenge “a pattern or practice that is generally applicable to the class as a whole.” *In re Yahoo Mail Litig.*, 308 F.R.D. at 598. Additionally, the primary purpose for filing this lawsuit was to obtain an injunction requiring Walmart to inform its check-paying customers that they may be subject to multiple bank fees based on the way Defendants processed the customers’ checks. (*See, e.g.*, Am. Compl., ECF Doc. [80], ¶ 44.) Thus, certification under Rule 23(b)(2) is appropriate.

3. The Court should appoint Plaintiff’s counsel as counsel for the Settlement Class.

When certifying a class, the Court must appoint counsel to represent the certified class. Fed. R. Civ. P. 23(g). Here, the Court should appoint Jeffrey D. Kaliel from KalielGold PLLC and James J. Pizzirusso from Hausfeld LLP as class counsel

(“Proposed Class Counsel”).

In evaluating counsel, the court must consider: (1) the work counsel has done investigating the claims; (2) counsel’s experience in handling class actions and the types of claims asserted in the action; (3) counsel’s knowledge of the applicable law; and (4) the resources that counsel will commit to representing the class. *Id.* at 23(g)(1). In addition to those factors, the court may consider “any other matter pertinent to counsel’s ability to fairly and adequately represent the interests of the class.” *Id.*

The Court should appoint Proposed Class Counsel in this case because they have diligently investigated and prosecuted the claims in this case, overcoming two motions to dismiss, timely objecting to the United States Magistrate’s findings and recommendations, participating in Phase 1 discovery, filing a motion for summary judgment, and responding to Walmart’s motion for summary judgment. (Class Counsel Decl., Ex. B, ¶ 15.) Indeed, Proposed Class Counsel has years’ worth of experience litigating class actions on behalf of consumers involving wrongful disclosures in the financial services industry and has been appointed to serve as class counsel in many of these cases. (*Id.* ¶ 16.)

Proposed Class Counsel’s knowledge of the applicable law in this case and vigorous prosecution of this action helped achieve immediate, significant results on behalf of consumers—by forcing the United States’s largest retailer to change the

content of its check disclosures. (*Id.* ¶ 17.) Finally, Proposed Class Counsel has committed, and will continue to commit, the time and resources necessary to litigate this case and represent the interests of the class. (*Id.* ¶ 18.) Class Counsel is therefore adequate and should be appointed.

4. The Court should approve the parties' plan of notice.

Because this is a settlement under Rule 23(b)(2) for injunctive relief only, the ordinary notice to class members that arises under Rule 23(b)(3) is not applicable. *See* Fed. R. Civ. P. 23(c)(2)(A); *Franco-Gonzalez v. Napolitano*, 2011 WL 13147421, at *2 (C.D. Cal. Dec. 13, 2011) (noting class notice is permissive under Rule 23(c)(2)(A)). Nevertheless, courts in the Ninth Circuit have recognized that “giving some type of notice in actions under Rule 23(b)(2) probably is the best practice in most cases.” *Riker v. Gibbons*, 2009 WL 102635, at *2 (D. Nev. Jan. 13, 2009) (citing 7B WRIGHT ET AL., FED. PRAC. & PROC. § 1793, at 15 (3d ed. 2005)). Additionally, the Class Action Fairness Act requires each defendant to provide notice to authorities in each state where a class member resides and the appropriate federal authorities “[n]ot later than 10 days after a proposed settlement of a class action is filed in court.” 28 U.S.C. § 1715(b).

Notice of a Rule 23(b)(2) class settlement is generally satisfactory if it “generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *Brooks v.*

Pressed Juicery, Inc., 2022 WL 1085228, at *2 (E.D. Cal. Mar. 15, 2022). Here, the parties have agreed to provide notice of the Settlement Agreement to the Settlement Class by posting the Settlement Agreement on an SEO-enabled settlement website, which will sufficiently notify the class of the proposed terms of the Settlement Agreement. (Decl. of D. Juang, attached as **Exhibit C**, ¶¶ 2-9; *Vietnam Veterans of Am. v. Cent. Intel. Agency*, 2018 WL 4827397, at *1 (N.D. Cal. Oct. 4, 2018) (finding notice posted on class action settlement website sufficient under Rules 23(h) and 23(b)(2)(A)).

Consistent with Rule 23(d)(1)(B), the website will inform the Settlement Class of the proposed terms of the Settlement Agreement and the deadline to file objections. Because the website will feature SEO—or search engine optimization—the disparate Settlement Class will be able to find it by conducting website searches using common search phrases like “Walmart Check Policy Settlement” or “Walmart Class Action Check Fee Settlement.” Decl. of D. Juang, Ex. C, ¶¶ 7-9. Once the Court preliminarily approves the Settlement Agreement, Defendants will also provide notice to a state official in each state where Walmart maintains a retail store and the appropriate federal authorities. This proposed plan of notice is more than sufficient and should be approved.

CONCLUSION

For the above reasons, Plaintiff and Defendants respectfully request that the Court enter an order: (1) preliminarily approving the Settlement Agreement, (2) certifying the Settlement Class under Rule 23(b)(2), (3) appointing Plaintiff's counsel as counsel for the Settlement Class, (4) appointing Plaintiff as the Representative of the Settlement Class, and (5) directing notice in the form and manner proposed here.

DATED this 20th day of March, 2026.

/s/ John W. Peterson
Christopher C. Voigt (MT Bar #5911)
CROWLEY FLECK PLLP

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Matthew S. Knoop, *pro hac vice*
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**ATTORNEYS FOR PLAINTIFF AND
THE PUTATIVE CLASS**

Exhibit A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into between Brandy Morris (“Plaintiff”), on one hand, and Walmart, Inc. (“Walmart”) and TeleCheck Services, LLC f/k/a TeleCheck Services, Inc. (“TeleCheck, and together with Walmart “Defendants”), on the other hand, and is subject to the Court’s approval under Federal Rule of Civil Procedure 23. Plaintiff and Defendants are referred to herein individually as a “Party” and collectively as the “Parties.”

1. RECITALS

WHEREAS, on December 2, 2021, Plaintiff filed a putative class action in the Montana District Court for the Thirteenth Judicial District in Yellowstone County, Montana, styled *Brandy Morris v. Walmart, Inc.*, Case No. DV21-01460, alleging Walmart breached the terms of certain disclosures posted at the Walmart register (the “Disclosures”)¹ and the covenant of good faith and fair dealing when processing Plaintiff’s check (“State Court Action”);

WHEREAS, on February 23, 2022, Walmart timely removed the State Court Action to the United States District Court for the District of Montana (“Court”), which is currently pending as Case No. 1-22-cv-00016-BMM (the “Lawsuit”);

WHEREAS, Plaintiff alleged claims on behalf of the following putative class: “All persons who, within the applicable statute of limitations period, were charged multiple fees from their banks as a result of Defendants’ repeat debit policy.” (Am. Compl. Doc. No. 80, ¶ 35.)

WHEREAS, on February 9, 2023, the Court adopted the findings and recommendations of the United States Magistrate Judge partially granting and partially denying Walmart’s motion to dismiss (Doc. No. 35);

WHEREAS, on July 28, 2023, the Court granted Walmart’s motion to bifurcate the Lawsuit into two phases, with the first phase focusing on contract interpretation and the second phase focusing on class discovery, damages, and any remaining liability issues (Doc. No. 62);

WHEREAS, on August 15, 2023, Plaintiff filed an Amended Complaint adding TeleCheck as a defendant in the Lawsuit (Doc. No. 80);

WHEREAS, on May 17, 2024, the United States Magistrate Judge issued findings and recommendations in the Lawsuit recommending denial of TeleCheck’s motion to dismiss (Doc. No. 119), to which TeleCheck timely objected (Doc. No. 139);

WHEREAS, on August 13, 2024, the Court adopted in part and rejected in part the United States Magistrate Judge’s findings and recommendations on TeleCheck’s motion to dismiss (Doc. No. 160);

¹ The Disclosures refer collectively to the Check Policy, Proof of Authorization, and Receipt defined in Walmart’s Memorandum in Support of its Motion for Summary Judgment the Memorandum. *See generally* Doc. No. 121.

WHEREAS, the Parties submitted competing motions for summary judgment following Phase 1 discovery (Doc. Nos. 120, 129);

WHEREAS, on August 6, 2025, the Court denied both Plaintiff's and Defendants' motions for summary judgment, finding several genuine issues of material fact (Doc. No. 205);

WHEREAS, on November 13, 2025, the Parties participated in a mediation before Rodney A. Max of Upchurch, Watson, White and Max in Miami, Florida, but were unable to reach a settlement agreement;

WHEREAS, after the November 13, 2025 mediation, the Parties continued to discuss settlement and agreed to attend an additional mediation with United States Magistrate Judge John Johnston on December 23, 2025, during which the Parties agreed to settle the Lawsuit on the terms set forth herein;

WHEREAS, the terms and conditions of this Agreement were reached after extensive, *bona fide*, arm's-length negotiations and mediations among the Parties by and through their respective attorneys;

WHEREAS, the Lawsuit has not yet proceeded to class certification or the remaining phase of discovery under the Court's bifurcation order (Doc. No. 62), and Plaintiff has not moved to certify the putative class;

WHEREAS, while Plaintiff believes the Lawsuit has merit, Defendants deny all Plaintiff's allegations of wrongful conduct and damages, disclaim any wrongdoing or liability whatsoever;

WHEREAS, the Parties have each considered the uncertainties of trial, the benefits to be obtained under the proposed settlement, the costs, risks, and delays associated with the continued prosecution of this Lawsuit, and the likely appeals of any rulings in favor of either Plaintiff or Defendants;

WHEREAS, the Parties agree that the putative class plaintiffs received the same Disclosures from Walmart at the point of sale and that TeleCheck applied the same check processing logic and procedures (consistent with applicable industry rules) when attempting to collect each putative class plaintiff's returned check such that final injunctive relief is appropriate for the putative class as a whole under Federal Rule of Civil Procedure 23(b)(2);

WHEREAS, the Parties believe that it is in their best interests to enter into this Agreement;

NOW, THEREFORE, in consideration of the representations, covenants, and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged as evidenced by the execution of this Agreement, the Parties agree, subject to Court approval, as follows:

2. DEFINITIONS

- 2.1** “Claim” or “Claims” mean all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.
- 2.2** “Class Counsel” means the attorneys and law firms who were listed identified as Plaintiff’s counsel of record on any pleading or other document filed by Plaintiff in the Lawsuit.
- 2.3** “Court” means the United States District Court for District of Montana where the Lawsuit is pending.
- 2.4** “Covered Conduct” means any and all conduct or activity of Defendants described in the pleadings or motions filed in the Lawsuit, including but not limited to Walmart’s posting of the Disclosures and Defendants’ processing of Plaintiff’s or any putative class member’s check and any return fees allowed by state law.
- 2.5** “Effective Date” means the date on which all appellate rights with respect to the Final Judgment and Order have expired or have been exhausted in such a manner as to affirm the Final Judgment and Order, and when no further appeals are possible, including review by the United States Supreme Court.
- 2.6** “Final Judgment” or “Final Judgment and Order” means a final judgment and order of dismissal entered by the Court in this Lawsuit granting final approval of this Agreement (including Class Counsel’s request for attorneys’ fees, costs, and other expenses and Plaintiff’s request for a Service Award), and entering a judgment according to the terms set forth in this Agreement.
- 2.7** “Injunctive Relief” means the injunctive relief to which Defendants have agreed and which benefits the Rule 23(b)(2) Settlement Class, as further described in Section 4 of this Agreement.
- 2.8** “Released Parties” shall include both Defendant Releasees and Plaintiff Releasees as defined in Sections 4.4.1 and 4.4.4.
- 2.9** “Rule 23(b)(2) Settlement Class” or “Rule 23(b)(2) Settlement Class Members” means all persons who have written or will write a check for payment of goods or services at any Walmart store in the United States of America. Excluded from the Rule 23(b)(2) Settlement Class are counsel of record (and their respective law firms) for any of the Parties; and the presiding judge in the action and his staff, and all members of their immediate family.
- 2.10** “Rule 23(b)(2) Settlement Class Released Claims” means those Claims that the Plaintiff and Rule 23(b)(2) Class Members are releasing, as set forth in Section 4 of this Agreement.

- 2.11** “Service Award” means the one-time payment to Plaintiff for the time and resources she has put into representing the Rule 23(b)(2) Settlement Class, which amount will be determined by Plaintiff and Class Counsel.

3. MOTION FOR PRELIMINARY APPROVAL

As soon as reasonably practicable after the execution of this Agreement, the Parties shall file with the Court a Joint Motion for Preliminary Approval of the Proposed Settlement, Conditional Certification of the Rule 23(b)(2) Settlement Class, and Appointment of Class Counsel that seeks entry of an order that would, for settlement purposes only:

- a) preliminarily approve this Agreement;
- b) certify a conditional settlement class under Federal Rule of Civil Procedure 23(b)(2) composed of the Rule 23(b)(2) Settlement Class Members; and
- c) appoint Class Counsel.

The Motion for Preliminary Approval shall include a proposed order granting preliminary approval of the settlement and certification of the Settlement Class for settlement purposes. The Parties shall jointly agree on the contents of the proposed order (the “Proposed Preliminary Approval Order”).

4. RULE 23(b)(2) SETTLEMENT

4.1 Certification of Rule 23(b)(2) Settlement Class.

4.1.1 Class Definition. For purposes of settlement only, and upon the express terms and conditions set forth in this Agreement, Plaintiff and Defendants agree to seek certification of a mandatory, nationwide Rule 23(b)(2) Settlement Class in the Lawsuit pursuant to Federal Rule Civil Procedure 23(b)(2) as follows:

All customers who have written or will write a check for payment of goods or services at any Walmart store in the United States of America.

4.1.2. No Right to Opt Out. Because the Rule 23(b)(2) Settlement Class is being certified as a mandatory class under Federal Rule of Civil Procedure 23(b)(2), Rule 23(b)(2) Settlement Class Members shall not be permitted to opt out of the Rule (b)(2) Settlement Class.

4.1.3. Class Certified For Settlement Purposes Only. Defendants contend that this Lawsuit could not be certified as a class action under Federal Rule of Civil Procedure 23 for trial or any other purpose. Nothing in this Agreement shall be construed as an admission by Defendants that this Lawsuit or any similar case is amenable to class certification for trial or any other purpose. Furthermore, nothing in this Agreement shall prevent Defendants from opposing class certification or seeking de-certification of the conditionally certified tentative Rule 23(b)(2) Settlement Class if final approval of this Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason, or

if any of the conditions exist that permit Defendants to terminate this Settlement Agreement in accordance with Section 6.

4.2 Injunctive Relief under Rule 23(b)(2).

4.2.1. **Agreed Injunctive Relief.** Subject to the terms and conditions of this Agreement, the Parties agree to jointly move the Court to enter an injunction applicable to Defendants by consent requiring Walmart to change the language of the posted Check Policy and the PIN Pad Proof of Authorization as follows:

4.2.1.1 The Check Policy shall state:

If your check is returned unpaid, you authorize us to submit one or more separate EFT(s) or draft(s) drawn from your account to collect your payment, and you also authorize us to submit one or more separate EFT(s) or drafts(s) to collect a return fee of [\$\$\$] under the applicable federal regulations and NACHA Rules. Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

4.2.1.2 The PIN PAD Proof of Authorization shall state:

I authorize you to collect my check by EFT(s)/draft(s), and if returned unpaid, I authorize you to collect (i) the amount of the check and (ii) the POSTED FEE by one or more separate EFT(s) or draft(s). Each attempt to collect these amounts may result in separate fees charged by your bank, which we do not control.

The changed Check Policy and Proof of Authorization will be implemented at every Walmart location in the United States including the amount of the Posted Fee ([\$\$\$]) based on the applicable jurisdiction within one-hundred eighty (180) days after the Effective Date.

4.2.2. **Sunset Provision.** The obligations contained in the Injunctive Relief section of this Agreement will expire on the earlier of five years from the Effective Date or the date that Defendants, in their reasonable discretion, must change the Disclosures or their check processing practices to comply with any change or interpretation of applicable federal or state rules, regulations, or statutes (including but not limited to Regulation E); private industry rules, regulations, or customs (including but not limited to the NACHA Rules); or judicial rulings or interpretations of any of the foregoing (“Sunset Date”).

4.2.3. **Limitations on Injunctive Relief.** Any action Defendants determine, in their reasonable discretion, to be necessary to comply with any federal or state rule, regulation, or statute; private industry rule, regulation, or custom; or judicial ruling or interpretation of any of the foregoing shall not constitute a breach of this Agreement. If Defendants, in their reasonable discretion, believe that the Injunctive Relief mandated in this Agreement becomes inconsistent with any federal or state rule, regulation, or statute; private industry rule, regulation, or customs; or judicial

ruling or interpretation of any of the foregoing, Defendants shall be released from performing such inconsistent obligation(s).

4.3 Rule 23(b)(2) Settlement Class Attorneys' Fees, Costs, and Other Expenses.

4.3.1. Within thirty (30) days of the Final Approval Hearing, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for up to \$1,850,000 million less the amount of Plaintiff's reasonable Service Award, to be paid by Defendants. Defendants take no position on Class Counsel's application and agree to pay the amount of fees and costs determined by the Court. These terms regarding fees and costs were negotiated and agreed to by the parties only after full agreement was reached as to all other material terms.

Class Counsel's attorneys' fees shall include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work in connection with the Lawsuit regarding the claims of the Rule 23(b)(2) Settlement Class Members. Regardless of the number of attorneys sharing in the Court's award of attorneys' fees, costs, and other expenses, Defendants shall not be required to pay any award that exceeds, in the aggregate, \$1,850,000 million less the amount of Plaintiff's reasonable Service Award. Class Counsel's fee application shall also request that the Court specifically approve all of the terms of this Section. Defendants agree to support the application by Class Counsel for attorneys' fees, costs, and other expenses in an amount up to \$1,850,000 million, inclusive of Plaintiff's reasonable Service Award.

4.3.2 Within ten (10) business days following the Effective Date, Plaintiff will provide Defendants completed copies of Plaintiff's and Plaintiff's counsel's W-9 Forms. Within fifteen (15) business days of Defendants' receipt of the required W-9 Forms and wire instructions, Defendants will issue a wire transfer for the amount of attorneys' fees and Service Award approved by the Court, which shall not exceed \$1,850,000 million, in the aggregate, pursuant to wire instructions provided to Defendants' counsel by Plaintiff's counsel.

4.3.3 Should any Rule 23(b)(2) Settlement Class Member seek to object to the Class Counsel's attorneys' fee award, such objection must be filed no later than the earlier of (i) any Court-ordered deadline for objections or (ii) ninety (90) days after the preliminary approval of the Settlement Agreement.

4.4 Rule 23(b)(2) Settlement Class Release.

4.4.1 **Release of Defendants by Plaintiff.** Except for the obligations set forth in this Release, upon entry of the Final Approval Order, Plaintiff, on behalf of herself, her predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, estates, beneficiaries, executors, heirs, personal representatives, and assigns, and their past, present and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees,

managers, representatives, assigns and successors in interest, and all persons acting by, through, under, or in concert with it, and each of them (collectively, “Plaintiff Releasors”), hereby releases and discharges Defendants, together with their predecessors, successors, direct and indirect parent companies, companies in which any of the foregoing has any ownership interest (direct or indirect), direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively, “Defendant Releasees”), from any and all rights or claims (including but not limited to claims for indemnity or contribution), actions, causes of action, damages, injuries, obligations, debts, liabilities and demands of any kind, contingent or fixed, at law or in equity, known or unknown, foreseen or unforeseen, which Plaintiff Releasors, or any of them, ever had, now have, or hereafter may have against Defendant Releasees in any way arising out of or relating to the Covered Conduct, Disclosures, and/or Plaintiff’s payment for any goods or services by check, including but not limited to all claims and defenses that were or could have been asserted in the Lawsuit. This release on the part of Plaintiff Releasors shall be a fully binding and complete compromise, accord and satisfaction, and settlement of all claims against Defendant Releasees, provided that nothing herein shall preclude any Party from fully prosecuting and making allegations in support of any claim not released pursuant to this Release. For the avoidance of doubt, this Release does not include the obligations created by this Release or claims of any other putative class members.

4.4.2 Waiver of Class Action Remedy. Upon entry of the Final Approval Order, Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members waive their right to pursue, in the future, any Claims based on Covered Conduct against the Defendant Releasees that were or could have been brought in the Lawsuit (and that are not otherwise released and discharged by the Settlement Agreement) using the Rule 23(b)(2) class action procedural device. Plaintiff Releasors and the Rule 23(b)(2) Settlement Class Members recognize that as part of this Settlement Agreement, Defendants are agreeing to the certification of a tentative Rule 23(b)(2) Settlement Class, even though Defendants expressly deny that this Lawsuit could be certified as a class action for trial purposes. Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members further recognize that they have already availed themselves of the Rule 23(b)(2) class action procedural device once in this Lawsuit, and they agree that they shall not be allowed to avail themselves of the Rule 23(b)(2) class action procedural device a second time in the future against the Defendant Releasees for Claims that were or could have been brought in the Lawsuit. For the avoidance of doubt, this Agreement does not waive the right of any Rule 23(b)(2) Settlement Class Member (other than Plaintiff) to pursue damages on an individual basis or class basis under Rule 23(b)(3).

4.4.3 Waiver of California Civil Code § 1542. Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members acknowledge that they are aware that they may

hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Lawsuit and the Rule 23(b)(2) Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Claims for equitable relief under Rule 23(b)(2) in the Lawsuit, including but not limited to the Rule 23(b)(2) Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts. Plaintiff Releasors and Rule 23(b)(2) Settlement Class Members waive any and all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiff Releasors, Rule 23(b)(2) Settlement Class Members, and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542 and/or of any other applicable federal or state law relating to limitations on releases.

4.4.4 Release of Plaintiff by Defendants. Except for the obligations set forth in this Release, upon entry of the Final Approval Order, Defendants, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, estates, beneficiaries, executors, heirs, personal representatives, and assigns, and their past, present and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively, “Defendant Releasors”), hereby release and discharge Plaintiff, together with her predecessors, successors, direct and indirect parent companies, companies in which any of the foregoing has any ownership interest (direct or indirect), direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, and assigns, and her past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with her, and each of them (collectively, “Plaintiff Releasees”), from any and all rights or claims (including but not limited to claims for indemnity or contribution), actions, causes of action, damages, injuries, obligations, debts, liabilities and demands of any kind, contingent or fixed, at law or in equity, known or unknown, foreseen or unforeseen, which Defendant Releasors, or any of them, ever had, now have, or hereafter may have against Plaintiff Releasees arising out of or relating to the allegations TeleCheck asserted in the counterclaim in the Lawsuit. This release on the part of Defendant Releasors shall be a fully binding and complete compromise, accord and

satisfaction, and settlement of all claims against Plaintiff Releasees, provided that nothing herein shall preclude any Party from fully prosecuting and making allegations in support of any claim not released pursuant to this Release. For the avoidance of doubt, this Release does not include the obligations created by this Release or claims of any other putative class members.

4.4.5. **Dismissal and Vacatur.** In connection with the motion for final approval of the settlement, the Parties, through counsel, shall submit to the Court a proposed order granting final approval of the settlement and dismissal of the Lawsuit with prejudice. The Parties shall jointly agree on the contents of the proposed order, which shall, among other things, ask the Court to vacate all prior rulings and United States Magistrate's findings and recommendations on Defendants' motions to dismiss and the Parties' motions for summary judgment and provide that the Court will retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement (the "Proposed Final Approval Order"). All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

5. ENTRY OF FINAL JUDGMENT AND ORDER

The Parties shall jointly seek entry by the Court of a Final Judgment and Order that includes provisions:

- a) granting final approval of this Settlement Agreement, and directing its implementation pursuant to the terms and conditions herein;
- b) ruling on Class Counsel's applications for attorneys' fees, costs, and other expenses;
- c) enjoining Defendants according to Section 3 of this Agreement;
- d) discharging and releasing the Released Parties, and each of them, from the Rule 23(b)(2) Settlement Class Claims;
- e) permanently barring and enjoining all Rule 23(b)(2) Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Rule 23(b)(2) Settlement Class Released Claims;
- f) permanently barring and enjoining all Rule 23(b)(2) Settlement Class Members from seeking to use the Rule 23(b)(2) class action procedural device in any future lawsuit against any Released Party that asserts Claims under Rule 23(b)(2) that were or could have been brought in the Lawsuit and that are not otherwise released and discharged by the Settlement Agreement;
- h) directing that the Lawsuit be dismissed with prejudice and without costs;

- i) stating pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- j) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order as provided in this Agreement.

6. TERMINATION

The Parties' willingness to settle this Lawsuit on a class-action basis and to agree to the certification of the Rule 23(b)(2) Settlement Class for settlement purposes only depends upon achieving finality in this Lawsuit to avoid the expense of this Lawsuit. Consequently, upon the occurrence of any of the following conditions, any Party shall have the right to terminate this Agreement and declare it null and void:

- a) the Parties fail to obtain and maintain preliminary approval of the proposed settlement of the Rule 23(b)(2) Settlement Class;
- b) any court requires Defendants, or any of them, to comply with obligations or requirements that are greater than or materially different from the Injunctive Relief;
- c) any court orders Defendants to pay, in the aggregate, attorneys' fees, costs, and/or other expenses in connection with the Lawsuit in excess of \$1.85 million in connection with the settlement of the Rule 23(b)(2) Settlement Class;
- d) the Court fails to enter a Final Judgment and Order consistent with this Agreement;
- e) the Court fails to enter the Injunctive Relief described in Section 3 of this Agreement;
- f) the settlement of the Rule 23(b)(2) Settlement Class Claims is not upheld on appeal, including review by the United States Supreme Court; or
- g) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Rule 23(b)(2) Settlement Class shall be decertified; this Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

7. MISCELLANEOUS

7.1 Court's Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement.

7.2 No Other Class Plaintiffs. Class Counsel represents and warrants that, to the best of their knowledge, they have not solicited, contacted, or agreed to represent any other potential class representative in connection with the Lawsuit, Covered Conduct, or the Disclosures. Class Counsel further represents and warrants that, to the best of their knowledge, they are not engaged in an ongoing investigation to find another potential class representative in connection with the Lawsuit, Covered Conduct, or the Disclosures and that they are not cooperating with any other counsel in seeking to obtain another potential class representative in connection with the Lawsuit, Covered Conduct, or the Disclosures.

7.3 Representations and Warranties. All of the warranties and representations made in this Agreement are true and correct as of the Effective Date. The Parties acknowledge and agree that no representations, warranties, or promises have been made to or relied upon by them or by any person acting for or on their behalf, in connection with the subject matter of this Agreement, which are not explicitly set forth herein.

7.4 Recitals. Each of the above Recitals is true and correct and is incorporated herein by reference.

7.5 Entire Agreement. This Agreement contains the entire agreement and understanding between Plaintiff, on one hand, and Defendants, on the other hand, with respect to the matters set forth herein, and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the settlement of the Lawsuit. This Agreement supersedes any and all prior agreements, negotiations, arrangements, or understandings, whether written or oral, express or implied, between Plaintiff, on one hand, and Defendants, on the other hand, relating to the subject matter hereof. The Parties agree that there are no understandings with respect to the settlement of the Lawsuit between Plaintiff, on one hand, and Defendants, on the other hand, whether written, oral, express, implied, or otherwise, except as set forth in this Agreement and that, in entering into this Agreement, no Party has relied, or is entitled to rely, upon any promise, inducement, representation, statement, assurance, or expectation between Plaintiff, on one hand, and Defendants, on the other hand, unless it is contained herein in writing.

7.6 Modifications and Amendments. No amendment, change, or modification to this Agreement will be valid unless in writing signed by the Parties or their counsel.

7.7 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement. This Agreement has been, and must be construed to have been, drafted by all the Parties to it so that any rule that construes ambiguities against the drafter will have no force or effect.

7.8 Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete

counterpart. Photocopies or PDF copies of executed copies of this Agreement shall be treated as originals.

7.9 Weekend and Holiday Deadlines. If any deadline established by this Agreement falls on a weekend or court holiday, any such deadline shall be deemed to be extended to the next business day.

7.10 Waiver. No waiver of any right of any of the Parties under this Agreement shall be effective unless such waiver is in writing and executed by such party and notice thereof is given to all Parties.

7.11 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York and without regard to conflicts of law principles. Each Party expressly agrees that in the event a dispute arises regarding the contents of this Agreement or any Party's performance hereunder, the Parties consent to jurisdiction in, and agree that any action or dispute arising out of or related to this Agreement must be submitted to binding arbitration before the American Arbitration Association ("AAA"), with each Party bearing its own attorneys' fees and costs incurred in the arbitration.

7.12 Attorneys' Fees and Costs. Other than the Payment described in this Agreement, each Party shall bear their own attorneys' fees and costs relating in any way to the Lawsuit or this Agreement, or the subject matter of any of them.

7.13 Taxes. Under no circumstances will Defendants have any liability for any taxes or tax expenses under this Agreement. Plaintiff and Plaintiff's counsel are solely responsible for any taxes on their respective recoveries or awards. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by the Defendants or the Defendants' counsel.

7.14 No Admission of Liability. This Agreement reflects the Parties' compromise and settlement of disputed claims. Defendants are entering into this Agreement to compromise and resolve disputed claims that they believe have no validity so as to avoid further litigation. The Parties, by entering into this Agreement, do not admit liability and, in fact, expressly deny liability. The provisions of this Agreement, and all related drafts, communications and discussions, and any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any Party. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations, actions or proceedings connected with it, shall be admissible as evidence in this Lawsuit or any other pending or future civil, criminal, or administrative action or proceeding for any purpose whatsoever other than seeking preliminary and final approval of this Agreement or in any proceeding brought to enforce this Agreement.

7.15 Parties Represented by Counsel. The Parties acknowledge that: (i) Plaintiff has been represented by independent counsel of her own choosing; (ii) Defendants have been represented by independent counsel of their own choosing; (iii) the Parties have read this Agreement and are fully aware of its contents; and (iv) Parties' respective counsel fully explained

to them the Agreement and its legal effect. The Parties executed this Agreement voluntarily and without duress or undue influence and intend to be legally bound by this Agreement.

7.16 Authorization. The Parties represent that they each have all necessary power and authority to enter into this Agreement and to carry out such Party's obligations hereunder. Each signatory below represents and warrants that he or she is fully entitled and duly authorized to enter into this Agreement on behalf of the Party on whose behalf he or she is signing.

7.17 Support and Cooperation to Obtain Court Approval and in Administering the Settlement. The Parties agree, subject to their legal obligations, to support this Agreement and use their best efforts to obtain Court approval of this Settlement, including but not limited to by cooperating to the extent reasonably necessary in producing information, executing any documents, or taking any additional actions which are consistent with and which may be necessary or appropriate to secure the Court's preliminary and final approval of this Agreement, or to effectuate the terms and administration of this Agreement.

7.18 Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision subject to the Parties' termination rights under this Agreement.

7.19 Notice to Counsel: All notices to Settlement Class Counsel provided for herein shall be sent by overnight mail and email to:

Jeffrey D. Kaliel,
Sophia Goren Gold
KALIELGOLD PLLC
1100 15th Street NW, 4th Floor
Washington, DC 20005
Telephone: (202) 350-4783
jkaliel@kalielpllc.com
sgold@kalielgold.com

James J. Pizzirusso
Ian J. Engdahl
HAUSFELD LLP
888 16th Street, NW, Suite 300
Washington, DC 20006
Telephone: (202) 540-7200
jizzirusso@hausfeld.com
iengdahl@hausfeld.com

Steven M. Nathan
HAUSFELD LLP
33 Whitehall Street
Fourteenth Floor
New York, NY 10004

Telephone: (646) 357-1100
snathan@hausfeld.com

All notices to counsel for Walmart provided for herein shall be sent by overnight mail and email to:

Suyash Agrawal
Hillary W. Coustan
MASSEY & GAIL LLP
50 E. Washington Street, Suite 400
Chicago, Illinois 60602
(312) 283-1590 (telephone)
(312) 379-0467 (facsimile)
sagrawal@masseygail.com
hcoustan@masseygail.com

All notices to counsel for TeleCheck provided for herein shall be sent by overnight mail and email to:

John W. Peterson
Kymberly Whitaker
Polsinelli PC
501 Commerce Street, Suite 1300
Nashville, TN 37203
(615) 259-1523
john.peterson@polsinelli.com
kwhitaker@polsinelli.com

Matthew S. Knoop
1201 W Peachtree Street NW
Atlanta, GA 30309
(404) 253-6000
mknoop@polsinelli.com

The notice recipients and addresses designated above may be changed by written notice.

[Signatures on next page]

WALMART:

By: Chad Pekron

Name: Chad Pekron

Title: Vice President-Complex Commercial Litigation

TELECHECK:

By: _____

Name: _____

Title: _____

PLAINTIFF:

By: _____

Name: _____

Title: _____

CLASS COUNSEL

By: _____

Name: _____

Title: _____

WALMART:

By: _____

Name: _____

Title: _____

TELECHECK:

By:  _____
33B66C6896264DD...

Name: Eric Nelson

Title: SvP

PLAINTIFF:

By: _____

Name: _____

Title: _____

CLASS COUNSEL

By: _____

Name: _____

Title: _____

WALMART:

By: _____

Name: _____

Title: _____

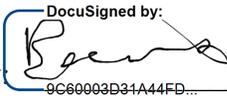
TELECHECK:

By: _____

Name: _____

Title: _____

PLAINTIFF:

By:  _____
9C60003D31A44FD...

Name: Brandy Morris

Title: Plaintiff

CLASS COUNSEL

By:  _____
F817E468E0B1427...

Name: Jeffrey Kalie1

Title: Counsel for Plaintiff

Exhibit B

**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

**JOINT DECLARATION IN
SUPPORT OF JOINT MOTION
FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, PROVISIONAL
CLASS CERTIFICATION, AND
PLAN OF NOTICE**

We, Jeffrey D. Kaliel and James J. Pizzirusso, declare as follows:

1. We are counsel of record for Plaintiff and the proposed Class Counsel for the Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Provisional Class Certification. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify.

Class Counsel Experience and Expertise

2. Class Counsel are highly experienced in complex class action litigation, including consumer disputes against financial institutions. Collectively, Class Counsel has secured hundreds of millions of dollars on behalf of consumers because of their efforts in evoking large-scale reform of unlawful and unfair business practices through class action settlements reached with financial institutions nationwide. Counsel for both Parties, as highly experienced trial attorneys and class counsel, are confident in the terms of the Settlement after engaging in informed negotiations.

KalielGold PLLC

3. KalielGold PLLC (“KG”) has extensive experience in consumer protection class actions in both state and federal court and has represented accountholders in hundreds of class actions against financial institutions.

4. Jeffrey D. Kaliel is a graduate of Yale Law School and a member of good standing of the District of Columbia and State Bar of California. Mr. Kaliel have substantial experience with consumer class actions in both state and federal courts. They have won contested motions for class certification; briefed, argued, and overturned dispositive lower court rulings at the federal appellate level; and worked extensively with economics and information technology experts to build damages models. He has also successfully resolved numerous class actions by settlement,

resulting in hundreds of millions of dollars in relief for millions of class members. KanielGold PLLC has extensive class action experience and has been appointed as class counsel in numerous class actions in which courts have recognized the firm's expertise in the area of class action litigation in particular. *See, e.g., Hinton v. Atlantic Union Bank*, No. 20-cv-00651 (E.D. Va.) (“Class Counsel’s expertise, perseverance, and skill allowed them to obtain an excellent result for the Settlement Class.”); *Kelly v. Community Bank*, No. 18-cv-00919 (N.D.N.Y.) (determining Class Counsel to be “qualified, experienced, and able to conduct the litigation of this Action”); *Gonzalez v. Banner Bank*, No. 20-cv-05151 (E.D. Wash.) (Class counsel “were diligent in their representation of the Class”); *Lambert v. Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.) (Class Counsel’s “tenacity in the face of significant risk and complexity allowed to achieve an outstanding recovery that provides substantial benefits to Settlement Class Members.”); *Walters v. Target Corporation*, No. 16-cv-01678 (S.D. Cal.) (“It is undisputed that Class Counsel achieved this result through tenacity and skill in presenting novel and complex legal issues.”); *Figueroa v. Capital One, N.A.*, No. 18-cv-00692 (S.D. Cal.) (praising Class Counsel for the “very positive result achieved for the class” in a case involving a “novel legal issue”); *White v. Members 1st Credit Union*, No. 19-cv-00556 (M.D. Pa.) (finding Class Counsel to be “highly trained in class action law and procedure” and noting their “ability to negotiate the instant Settlement at the early stages of this

litigation demonstrates their high level of skill and efficiency”); *Perks v. Activehouse d/b/a Earnin*, No. 19-cv-05543 (N.D. Cal.) (“Class Counsel have substantial experience in litigating and settling consumer class actions.”). KG’s tenacity is frequently reflected in the results it achieves for the classes it represents, especially in cases involving similar bank fees. *See, e.g., Roberts v. Capital One*, No. 16-cv-04841 (S.D.N.Y.) (\$17 million settlement approved for the class); *Perks v. TD Bank*, Case No. 18-cv-11176 (S.D.N.Y.) (\$41.5 million settlement approved for the class); *Morris et al. v. Bank of America, N.A.*, No. 18-cv-00157 (W.D.N.C.) (\$75 million settlement approved for the class). KG’s experience is further detailed in the firm’s resume, attached hereto as **Exhibit 1**.

Hausfeld LLP

5. Hausfeld LLP (“Hausfeld”) has extensive experience in consumer protection class actions in both state and federal court and has represented accountholders in hundreds of class actions against financial institutions.

6. As a founding member and managing partner of Washington, DC-based Hausfeld and Chair of the firm’s Consumer Protection and Data Breach practice groups, Mr. Pizzirusso has achieved national renown and unmatched success over the past two decades as one of the country’s preeminent cybersecurity and consumer-protection attorneys. Mr. Pizzirusso is currently one of the lead authors in a pioneering data breach treatise for *Lexis* expected to be published in April 2026. In

2025, *Chambers and Partners* ranked Mr. Pizzirusso (for the fifth year in a row) as a top lawyer in “Privacy and Data Security: Litigation.” The *National Law Journal* named Mr. Pizzirusso as one of its “2023 Class Action/Mass Tort Trailblazers,” and in 2017, as a “Cybersecurity Trailblazer.” In 2021, Law360 named him a “Cybersecurity & Privacy MVP.”

7. Given his extensive expertise and accomplishments in this field, over 40 courts (including 14 MDL judges) have appointed Mr. Pizzirusso personally to leadership positions in consumer protection and data privacy class actions, including: *Morris v. Bank of America, N.A.*, No. 3:18-cv-0015 (W.D.N.C.); *In re Warner Music Group Corp. Digital Downloads Litig.*, No. CV-12-0559-RS (N.D. Cal.); *James v. UMG Recordings, Inc.*, No. 11-CV-1613-SI (N.D. Cal.); *Wolph v. Acer America Corp.*, No. CV-09-01314-VRW (N.D. Cal.); *Radosti v. Envision EMI, LLC*, No. 1:09-CV-00887-CCK (D.D.C.); *In re Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litig.*, C.A. 08-1982 (D. Md.); *Brown v. Transurban (USA), Inc.*, No. 1:15-CV-000494-JCC-MSN (E.D. Va); *In re Honey Transshipping Litig.*, 1:13-cv-02905 (N.D. Ill.); and *In re Sony PS3 “Other OS” Litig.*, No. CV-10-1811-RS (N.D. Cal.).

8. Mr. Pizzirusso helped negotiate the two largest data breach settlements ever reached. Judge Thomas W. Thrash appointed Mr. Pizzirusso to the PSC and Settlement Committees in *In re Equifax, Inc. Customer Data Sec. Breach Litig.*,

MDL No. 1:17-md-2800-TWT (N.D. Ga.), where he was instrumental in putting together the largest ever data breach settlement: a \$500 million cash settlement with \$1 billion in upgraded data security. Judge Brian C. Wimes appointed Mr. Pizzirusso as a Co-Lead Counsel in *In re T-Mobile Data Security Breach Litig.*, MDL No. 4:21-md-03019-BCW (W.D. Mo.), where he secured a settlement valued at \$500 million for the 70 million victims of that data breach.

9. Hausfeld has over 175 lawyers worldwide, has recovered in excess of tens of billions of dollars for its clients, and they can go head-to-head with the largest defense firms. As such, they have sufficient resources to take on this important litigation.

10. Mr. Pizzirusso's experience is further detailed in the firm's resume, attached hereto as **Exhibit 2**.

11. All parties are represented by experienced class action counsel that have analyzed the strengths and weaknesses of each party's respective claims and defenses and negotiated this settlement over several months.

12. Here, counsel for Plaintiff and the Settlement Class are adequate. No conflict of interest exists between either class counsel and the putative class members or between Ms. Morris and the putative class members.

13. Class counsel is also more than adequate. Class counsel has vigorously litigated this case on behalf of Ms. Morris and the putative class, including by

briefing two motions to dismiss, several objections to the United States Magistrate's findings and recommendations, preparing for and attending hearings, taking depositions, participating in discovery, and conducting two mediations.

14. Additionally, class counsel are experienced class action litigators with substantial experience prosecuting financial services class actions on behalf of consumers.

15. The Court should appoint Proposed Class Counsel in this case because they have diligently investigated and prosecuted the claims in this case, overcoming two motions to dismiss, timely objecting to the United States Magistrate's findings and recommendations, participating in Phase 1 discovery, filing a motion for summary judgment, and responding to Walmart's motion for summary judgment.

16. Proposed Class Counsel has years' worth of experience litigating class actions on behalf of consumers involving wrongful disclosures in the financial services industry and has been appointed to serve as class counsel in many of these cases.

17. Proposed Class Counsel's knowledge of the applicable law in this case and vigorous prosecution of this action helped achieve immediate, significant results on behalf of consumers—by forcing the United States's largest retailer to change the content of its check disclosures.

18. Proposed Class Counsel has committed, and will continue to commit, the time and resources necessary to litigate this case and represent the interests of the class.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 20th day of March, 2026, at Washington, D.C.

/s/ Jeffrey D. Kaliel
Jeffrey D. Kaliel

Executed this 20th Day of March, 2026, at Washington, D.C.

/s/ James J. Pizzirusso
James J. Pizzirusso

EXHIBIT 1

©KalielGold

Firm Resume 2026

Washington, D.C.
Oakland, CA

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FIRM HISTORY & IMPACT

KalielGold pursues high-impact class actions that protect consumers and create a ripple effect across industries.

KalielGold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our experienced attorneys have secured hundreds of millions of dollars in settlements for our clients. Our firm's practice focuses on representing consumers in class action litigation. In the years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class actions in state and federal courts nationwide.

\$700M

Recovered for consumers

500+

Cases settled

PRACTICE AREAS

We file class actions that hold industries accountable.

Our attorneys combine meticulous legal analysis with a human-first approach, ensuring every case is grounded in real-world impact. Whether uncovering deceptive business practices or challenging systemic abuse, we bring both the expertise and determination needed to deliver meaningful results for those who've been wronged.

Consumer Protection

Banking & Financial Services Fraud

False Advertising & Deceptive Practices

Overdraft Fee Litigation

Junk Fees

FIRM EXPERIENCE

Notable Cases

Consumer Protection

Improper insurance cost deduction class action

NIEWINSKI ET AL V. STATE FARM LIFE INSURANCE COMPANY ET AL., NO. 2:23-CV-04159 (W.D. MO.)

Class action alleging insurance company improperly deducted cost of insurance charges from certain life insurance policies resulting in \$65 million settlement.

False Advertising & Deceptive Practices

Misrepresented debit card features class action

WALTERS V. TARGET CORP., NO. 3:16-CV-00492 (S.D. CAL.)

Class action alleging Target misrepresented certain features of its debit card, resulting in a \$5 million settlement.

Banking & Financial Services Fraud

Improper wire transfer fee class action

ASELTINE V. BANK OF AMERICA, N.A., NO. 3:23-CV-00235 (W.D.N.C.)

Class action alleging Target misrepresented certain features of its debit card, resulting in a \$5 million settlement.

Banking & Financial Services Fraud

Unlawful ACH fee assessment class action

BRUIN V. BANK OF AMERICA, N.A., NO. 3:22-CV-00140 (W.D.N.C.)

Class action alleging banks imposed fees on certain ACH transfers, resulting in an \$8 million settlement.

Banking & Financial Services Fraud

ATM fee misrepresentation class action

FIGUEROA V. CAPITAL ONE, N.A., NO. 3:18-CV-00692-JM-BGS (S.D. CAL.)

Class action alleging improper assessment of ATM fees, resulting in a \$13 million settlement.

FIRM EXPERIENCE

Overdraft Fee Litigation

Improper insufficient funds and overdraft fee class actions

MORRIS ET AL. V. BANK OF AMERICA, N.A., NO. 18-CV-00157 (W.D.N.C.)

Class action alleging Bank of America improperly charged insufficient funds fees and overdraft fees, resulting in a \$75 million settlement.

Overdraft Fee Litigation

Misrepresented debit card features class action

WALTERS V. TARGET CORP., NO. 3:16-CV-00492 (S.D. CAL.)

Class action alleging Target misrepresented certain features of its debit card, resulting in a \$5 million settlement.

Overdraft Fee Litigation

Improper insufficient funds fee class action

MCNEIL V. CAPITAL ONE BANK, N.A., NO. 1:19-CV-00473-NRM-TAM (E.D.N.Y.)

Class action alleging Capital One improperly charged insufficient funds fees, resulting in a \$16 million settlement.

Junk Fees

Deceptive membership fee class action

BARBANELL V. ONE MEDICAL, CASE NO.: CGC-18-566232 (SAN FRANCISCO CNTY. SUPER. CT., CAL.)

Class action alleging One Medical misrepresented the nature of its annual membership fee, resulting in an \$11.5 million settlement on behalf of California consumers.



Jeffrey Kaliel

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College *summa cum laude* in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received “Washington D.C. Rising Stars Super Lawyers 2015” recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America’s most vulnerable populations.

Jeff’s class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department’s appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003. Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

EDUCATION

J.D., Yale Law School B.A., Amherst College, *summa cum laude*

BAR & COURT ADMISSIONS

California
Washington, D.C.



Sophia Goren Gold

Sophia Goren Gold is a third-generation Plaintiffs' lawyer. A summa cum laude graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of class cases in state and federal courts across the country. She has won contested motions for class certification; briefed, argued, and overturned dispositive lower court rulings at the federal appellate level; and successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members. Ms. Gold is a frequent lecturer on complex litigation; serves on the Board of the Civil Justice Research Initiative; and has been repeatedly selected as a "Super Lawyer Rising Star."

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the "tampon tax" in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, their two daughters, and their goldendoodle.

EDUCATION

UC Berkeley, School of Law Wake Forest University, *summa cum laude*

BAR & COURT ADMISSIONS

California
Washington, D.C.



Amanda Rosenberg

Amanda Rosenberg is a plaintiffs' class action litigator with a strong record of success representing consumers in complex, high-impact cases across the country. She litigates in state and federal courts nationwide and is driven by a deep commitment to protecting the rights of consumers and advancing fairness in the marketplace. Amanda believes in holding powerful corporations accountable when they take advantage of ordinary people – and in using the law to create real, lasting change.

Amanda has played a leading role in developing case strategy, directing discovery and briefing efforts, and negotiating major settlements in class actions involving deceptive business practices, unfair fees, and consumer finance. She has helped secure substantial relief for consumers through litigation and negotiated resolutions.

Known for her strategic insight and unwavering advocacy, Amanda routinely leads teams through all phases of class action litigation—from case investigation and complaint drafting through class certification, expert discovery, dispositive motions, and settlement approval. Her work has contributed to landmark results and has helped reshape corporate practices to better protect consumers nationwide.

Amanda graduated cum laude from the University of California, Hastings College of the Law in 2011 and from the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in History. During law school, Amanda externed for the Honorable Judge Vaughn Walker of the United States District Court for the Northern District of California. She received academic excellence awards for earning the highest grades in Trial Advocacy and Litigating Class Action Employment. She is licensed in California, Illinois, and Michigan.

Outside of work, Amanda enjoys exploring the outdoors with her husband, kids, rescue dog, and volunteering with Birmingham Dog Rescue to help secure homes for shelter dogs at risk of euthanasia due to overcrowding.

EDUCATION

UC Hastings College of the Law,
cum laude
UC San Diego

BAR & COURT ADMISSIONS

California
Michigan
Illinois



Brittany Bertolini

Brittany Bertolini attended the University of Central Florida in Orlando and graduated in 2012 with a bachelor's degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining KalielGold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.

EDUCATION

UC Hastings College of the Law,
cum laude
UC San Diego

BAR & COURT ADMISSIONS

California Western School of
Law, *magna cum laude*
University of Central Florida

CLERKSHIPS

Law Clerk, Honorable Anthony J.
Battaglia, U.S. District Court, Southern
District of California

Extern, Honorable Anthony J. Battaglia,
U.S. District Court, Southern District
of California



Justin Swofford

Justin Swofford graduated cum laude from Penn State Law and received his undergraduate degree in communication studies from California State University, Stanislaus. While in law school, he served as a Senior Editor of the Penn State Law Review and as a Judicial Intern to the Honorable William Arbuckle of the United States District Court for the Middle District of Pennsylvania.

After law school, Justin clerked for the Honorable James K. Bredar of the United States District Court for the District of Maryland. Before joining KalielGold, Justin worked at a plaintiff-side firm in Pennsylvania, representing consumers and whistleblowers in complex litigation. He was recognized in the 2026 edition of Best Lawyers: Ones to Watch®.

Justin is licensed to practice law in Pennsylvania and Washington, D.C.

EDUCATION

Penn State Law, cum laude
California State University, Stanislaus,
B.A. in Communication Studies

BAR & COURT ADMISSIONS

Pennsylvania
Washington, D.C.

CLERKSHIPS

Law Clerk, Honorable James K. Bredar,
U.S. District Court, District of Maryland

Judicial Intern, Honorable William
Arbuckle, U.S. District Court, Middle
District of Pennsylvania



Manfred Muecke

For over two decades, Manfred has continuously advocated on behalf of a broad and wide-ranging community of plaintiffs in complex class action matters including antitrust, civil rights, consumer & investor fraud, employment wage & benefits, and insurance. This advocacy has resulted in the financial recovery of hundreds of millions of dollars and substantial relief on behalf of aggrieved consumers, employees, investors, and policyholders.

Manfred is admitted to practice in the State of California, all United States District Courts in California, and the United States Court of Appeals for the Ninth Circuit.

EDUCATION

University of San Diego School of Law
Masters of Business Administration,
San Diego State University

Prior to graduating from the University of San Diego School of Law in 2002, Manfred was a member of Teach For America and worked as a special education teacher in Southern California for three years. Manfred also holds a Masters of Business Administration from San Diego State University and has served as Chair of the Nuwuvi Economic Development Corporation as a member of Chemehuevi Indian Tribe.

BAR & COURT ADMISSIONS

California

In his spare time, Manfred enjoys time with his family and friends as well as continuously trying to perfect the art of the homemade Neapolitan pizza.



Selection of Class Counsel Appointments

Ahmad v. Panera Bread Company, No. 21SL-CC00593 (St. Louis Cnty., Mo.)

Aseltine v. Bank of America, N.A., No. 3:23-cv-00235 (W.D.N.C.)

Aseltine et al. v. Chipotle Mexican Grill, Inc., No. RG21088118 (Alameda Cnty. Super. Ct., Cal.)

Brooks et al. v. Canvas Credit Union, No. 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.)

Bruin v. Bank of America, N.A., No. 3:22-cv-00140 (W.D.N.C.)

Churchill v. Bangor Savings Bank, No. BCD-CIV-2021-00027 (Cumberland, Me.)

Clark v. Hills Bank and Trust Company, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.)

Coleman-Curtis v. One Nevada Credit Union, No. A-22-859045-C (8th Judicial Dist. Ct., Clark Cnty. Nev.)

Collins v. Provident Bank, HUD-1429-22 (Hudson Cty. Sup. Ct. N.J.)

Eisenberg, et al. v. Columbia Bank, No. BER-L-6636-21 (Bergen Cnty., Super Ct. N.J.)

Fairchild-Cathay v. AmeriCU Credit Union, No. 6:21-cv-01173-DNH-ML (N.D.N.Y.)

Figueroa v. Capital One, N.A., No. 3:18-cv-00692-JM-BGS (S.D. Cal.)

Glass, et al. v. Delta Cmty. Credit Union, No. 2019C317322 (Fulton Cnty. Super. Ct., Ga.)

Gonzalez v. Banner Bank, No. 20-cv-05151 (E.D. Wa.)

Goodman, et al. v. Intervet Inc. d/b/a Merck Animal Health d/b/a Home Again, No. 2:22-cv- 2926-WJM-ESK (D.N.J.)

AHarris v. Centier Bank, No. 45D01-2101-PL-000072 (Lake Cnty. Super. Ct., Ind. Com. Ct.)

Hinton v. Atlantic Union Bank, No. 20-cv-00651 (E.D. Va.)

Holt v. Cmty. Am. Credit Union, No. 4:19-cv-00629-FJG (W.D. Mo.)

Jackson v. Interbank, No. CJ 2022 1826 (Okla. Cnty., Dist. Ct. Okla.)

Kelly v. Cmty. Bank, No. 18-cv-00919 (N.D.N.Y.)

Kennedy v. CB&S Bank, No. 33-CV-2020-000056 (Franklin Cnty., Cir. Ct. Ala.)

Lambert v Navy Fed. Credit Union, No. 19-cv-00103 (E.D. Va.)

Lee v. Canandaigua Bank and Trust, No. 2021005065 (Monroe Cnty., Supreme Ct. N.Y.)

Levy, et al. v. Westfield Bank, No. 3:24-cv-30004-MGM (D. Mass.)

Liggio v. Apple Fed. Credit Union, No. 18-cv-01059 (E.D. Va.)

Lloyd, et al. v. Keesler Fed. Credit Union, No. 1:19-cv-351-HSO-RHWR (S.D. Miss.)

Macon, et al. v. Redstone Fed. Credit Union, No. 5:21-cv-01682-LCB (N.D. Ala.)

Martin v. L&N Federal Credit Union, No. 19-CI-022873 (Jefferson Cir. Ct., Division One, Ky.)

Mattingly, et al. v. Stockman Bank, No. DV-21-01027 (Yellowstone Cnty., Mont.)

Mayheu, et al. v. Chick-fil-A, Inc., No. 2022CV365400 (Fulton Cnty. Super. Ct, Georgia)

McNeil v. Capital One Bank, N.A., No. 1:19-cv-00473-NRM-TAM (E.D.N.Y.)

Meaden v. HarborOne Bank, No. 1:23-cv-10467-AK (D. Mass.)

Mock v. Tompkins Community Bank, No. 3:22-cv-00995 (BKS/ML) (N.D.N.Y.)

Morris et al. v. Bank of America, N.A., No. 3:18-cv-00157-RJC-DSC (W.D.N.C.)

Morris v. Provident Credit Union, No. CGC-19-581616 (San Francisco Cnty. Super. Ct., Cal.)

Morrow, et al. v. Navy Fed. Credit Union, No. 1:22-cv-844-MSN-LRV (E.D. Va.)

Niewinski et al v. State Farm Life Insurance Company et al., No. 2:23-cv-04159 (W.D. Mo.)

Nimsey v. Tinker Fed. Credit Union, No. CJ-2019-6084 (Okla. Cnty., Dist. Ct. Okla.)



O'Neal v. Chelsea Groton Bank, No. KNL-CV-22-6059612-S
(Norwich Jud. Dist., Super. Ct. Conn.)

Perks v. Activehouse d/b/a Earnin, No. 19-cv-05543 (N.D.
Cal.)

Perks v. TD Bank, Case No. 18-cv-11176 (S.D.N.Y.)

Perri v. Notre Dame Fed. Credit Union, No. 71C01-1909-PL-
000332 (St. Joseph Cnty., Ind.)

Plummer v. Centra Credit Union, No. 03D01-1804-PL-
001903 (Bartholomew Cnty., Ind.)

Quirk v. Liberty Bank, No. X03-HHD-CV20-6132741-S
(Hartford Judicial Dist., Conn.)

Roberts v. Capital One, No. 1:16-cv-04841 (S.D.N.Y.)

Roberts v. Old Second Bancorp, No. 2021MR2148 (Kane
Cnty., Cir. Ct. Ill.)

Rodriguez, et al. v. Excite Credit Union, No. 21CV386659
(Santa Clara Cnty. Super. Ct., Cal.)

Ross, et al. v. Panda Restaurant Group, Inc., No.
21STCV03662 (Los Angeles Cnty. Super. Ct., Cal.)

Roy v. ESL Federal Credit Union, No. 6:19-cv-06122-FPG-
JWF (W.D.N.Y.)

Runninghorse v. Southeast Bank, No. 3-63-21 (Circ. Ct. Knox
Cnty., Tenn.)

Suffecool v. Somerset Trust Company, No. 84 Civil 2022
(Somerset Cnty, Pa.)

Sykes, et al. v. Banterra Bank, No. 2022 LA 14, No. 2022 LA
33 (Williamson Cnty. Ill.)

Trinity Management Services v. Charles Puckett, No. CGC-
17-558960 (San Francisco Cnty., Super. Ct. Cal.)

Valero v. Altura Credit Union, No. RIC2001931 (Riverside
Cnty. Super. Ct., Cal.)

Walters v. Target Corp., No. 3:16-cv-00492 (S.D. Cal.)

Wang, et. al v. Grubhub, Inc., No. 22cv022626 (Alameda
Cnty. Super Ct., Cal.)

Ward-Howie v. Frontwave Credit Union, No. 37-2022-
00016328-CU-BC-CTL (San Diego Cnty., Super. Ct., Cal.)

White v. Members 1st Credit Union, No. 1:19-cv-00556-JEJ
(M.D. Pa.)

Wicks, et al. v. Patelco Credit Union, No. RG20061837
(Alameda Cnty. Super. Ct., Cal.)

Williams v. Bank of the Sierra, No. BCV-20-102549 (Kern
Cnty. Super. Ct. Cal.)

EXHIBIT 2

FIRM RESUME

HAUSFELD CONSUMER PRACTICE

About Hausfeld

In the last decade, Hausfeld attorneys have won landmark trials, negotiated complex settlements among dozens of defendants, and recovered billions of dollars for clients both in and out of court. Renowned for skillful prosecution and resolution of complex and class-action litigation, Hausfeld is the only claimants' firm to be ranked in the top tier of private enforcement of antitrust/competition law in both the United States and the United Kingdom by *The Legal 500* and *Chambers and Partners*. Our German office is also ranked by *The Legal 500* for general competition law.

From our locations in Washington, D.C., Boston, New York, Philadelphia, San Francisco, Amsterdam, Berlin, Düsseldorf, Stockholm, Paris, and London, Hausfeld contributes to the development of law in the United States and abroad in the areas of Antitrust/Competition, Commercial and Financial Disputes, Environmental and Product Liability, Human Rights, and Technology and Data Breach. Hausfeld attorneys have studied the global integration of markets—and responded with innovative legal theories and a creative approach to claims in developed and emerging markets.

Hausfeld was founded by Michael D. Hausfeld, who is widely recognized as one of the country's top civil litigators and a leading expert in the fields of private antitrust/competition enforcement and international human rights. The *New York Times* has described Mr. Hausfeld as one of the nation's "most prominent antitrust lawyers," while *Washingtonian* characterizes him as a lawyer who is "determined to change the world—and succeeding," noting that he "consistently brings in the biggest judgments in the history of law."

Consumer protection litigation

Hausfeld pursues consumer protection, defective product, and Lanham Act cases on behalf of a variety of litigants including consumers, entertainers, financial

institutions, and other businesses. For example, we served on the Plaintiffs' Steering Committee in *In re: Volkswagen "Clean Diesel" Litigation* helping to recover over \$14 billion for U.S. consumers and are currently representing tens of thousands of VW purchasers in Europe. We have obtained class-wide settlements for purchasers of **defective products** (*Wolph v. Acer America Corp.*; *In re Sony PS3 "Other OS" Litigation*) **victims of unfair and deceptive practices** (*Brown v. Transurban (USA), Inc.*; *Radosti v. Envision EMI, LLC*; *In re Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litigation*); and domestic beekeepers and honey packers for **fraudulent mislabeling** of imported honey (*In re Honey Transshipping Litigation*).

Privacy & Data Breach

Hausfeld has long been recognized as a leader in cybersecurity and privacy litigation and has been involved in many of the largest and most cutting-edge data breach and privacy cases – both in the United States and in Europe. Hausfeld's Technology & Data Breach attorneys have led dozens of cases and been pioneers in seeking compensation for victims of data breaches and privacy violations. Hausfeld has also contributed to the development of privacy law in the United States and abroad. We have recovered billions of dollars of benefits for consumers and other entities in legal actions against retailers, healthcare companies, credit bureaus, and others whose ineffective security measures led to the exfiltration of private information. We have also been pioneers in seeking enhanced business practice changes to ensure that such data is protected in the future.

Hausfeld's accolades in the cybersecurity world are unmatched. Hausfeld is the only plaintiffs' firm in the country ranked by *Legal500* in Cyber Law (including data privacy and data protection). *Chambers and Partners* ranks the leading lawyers and law firms across the world. In 2025, it ranked Jamie Pizzirusso, Hausfeld's Technology & Data Breach practice group leader, (for the fifth year in a row) as a top lawyer in

“Privacy and Data Security: Litigation.” It described Mr. Pizzirusso as “a highly experienced litigator, noted for his successful track record acting for plaintiffs in high-stakes cybersecurity and privacy law class actions.” Hausfeld is also the only Plaintiffs’ firm in the country to be ranked for the fifth year in a row by *Chambers* in the category of Privacy & Data Security: Litigation, Nationwide where they wrote: “Hausfeld provides high-quality counsel, really some of the best and brightest.” In 2024, *The National Law Journal* recognized Hausfeld as the top firm in the Privacy/Data Breach category in their Elite Trial Lawyer awards. The *The National Law Journal* also named Mr. Pizzirusso as one of its “2023 Class Action/Mass Tort Trailblazers” for his work on data breach and privacy cases and in 2017 as a “Cybersecurity Trailblazer.” In 2020, *The National Law Journal* recognized Mr. Pizzirusso as a “Washington Trailblazer” for his role in data breach and privacy matters. *Law360* recognized Hausfeld as having a “2021

Practice Group of the Year” in Cybersecurity & Privacy. Additionally, in 2021, Mr. Pizzirusso was personally named as one of *Law360*’s “Cybersecurity & Privacy MVPs” (the only plaintiffs’ attorney to receive that distinction). *SuperLawyers* has recognized Mr. Pizzirusso as a “Top Rated Class Action & Mass Torts Attorney” in Washington, DC since 2016 and *Lawdragon* has named him as one of 500 Leading Plaintiff Consumer Lawyers since 2019.

Antitrust and competition litigation

Hausfeld’s reputation for leading groundbreaking antitrust class actions in the United States is well-earned. Having helmed more than 40 antitrust class actions, Hausfeld attorneys are prepared to **litigate and manage cases with dozens of defendants** (*In re Blue Cross Blue Shield Antitrust Litigation*, with more than thirty defendants), **negotiate favorable settlements for class members and clients** (*In re Air Cargo Shipping Services Antitrust Litigation*, settlements of more than \$1.2 billion, and *In re Blue Cross Blue Shield Antitrust Litigation*, \$2.67 billion settlement), **take on the financial services industry** (*In re Foreign Exchange Antitrust Litigation*, with settlements of more than \$2.3 billion), **take cartelists to trial** (*In re Vitamin C Antitrust Litigation*, trial victory of \$162 million against Chinese manufacturers of Vitamin C) and **push legal boundaries where others have not** (*O’Bannon v. NCAA*, another trial victory in which the court found that NCAA rules prohibiting additional scholarship payments to players as part of the recruiting process are unlawful).

Hausfeld: a global reach

Hausfeld’s international reach enables it to advise across multiple jurisdictions and pursue claims on behalf of clients worldwide. Hausfeld works closely with clients to deliver outstanding results while always addressing their business concerns. Hausfeld does so by anticipating issues, considering innovative strategies, and maximizing the outcome of legal disputes in a way that creates shareholder value. The firm’s inventive cross border solutions work to the benefit of the multinational companies it often represents.

Creative solutions to complex legal challenges

Hausfeld lawyers consistently apply forward-thinking ideas and creative solutions to the most vexing global legal challenges faced by clients. As a result, the firm’s litigators have developed numerous innovative legal theories that have expanded the quality and availability of legal recourse for claimants around the globe that have a right to seek recovery. Hausfeld’s impact was recognized by the *Financial Times*, which honored Hausfeld’s European team with the “Innovation in Legal Expertise - Dispute Resolution,” award, which was followed up by FT commending Hausfeld’s North American team for its innovative work in the same category. In addition, *The Legal 500* has ranked Hausfeld as the only top tier claimants firm in private enforcement of antitrust/competition law in both the United States and the United Kingdom. For example, the landmark settlement that Hausfeld negotiated to resolve claims against Parker ITR for antitrust overcharges on marine hoses represented the first private resolution of a company’s global cartel liability without any arbitration, mediation, or litigation—creating opportunities never before possible for dispute resolution and providing a new model for global cartel settlements going forward.

Unmatched global resources

The firm combines its U.S. offices on both coasts and vibrant European presence with a broad and deep network around the globe to offer clients the ability to seek redress or confront disputes in every corner of the world and across every industry. With over 170 lawyers in offices in Washington, D.C., Boston, New York, Philadelphia, San Francisco, Amsterdam, Berlin, Düsseldorf, Paris, Stockholm, and London, Hausfeld is a “market leader for claimant-side competition litigation” (*The Legal 500*).

Litigation achievements

Hausfeld has achieved groundbreaking decisions and settlements on behalf of victims of data breach, privacy and other consumer protection violations, including:

In re: T-Mobile Customer Data Security Breach Litigation MDL Represented a class of plaintiffs, as co-lead counsel, whose data was exposed during a 2021 breach, securing a \$350 million settlement and an agreement to increase data security spending by \$150 million over the next two years, one of the largest per capita settlements ever reached in a large data breach.

In re Marriott International Inc., Customer Data Security Breach Litig. Representing a class of plaintiffs as co-lead plaintiffs' counsel against hotel chain Marriott and its data security vendor Accenture. Hausfeld's filing came on the heels of Marriott's admission that approximately 5.25 million unencrypted passport numbers and 20.3 million encrypted passport numbers were among the sensitive customer records accessed by hackers. A federal judge in Maryland granted class certification in May 2022, issuing a 70-plus page opinion certifying the case for trial. The opinion allows the plaintiffs to seek damages related to overpayment for hotel rooms, as well as statutory and nominal damages. The Court also found that consumers might be able to recover damages for the inherent value of their personal information stolen during the breach. This is by far the largest of any consumer data breach class action ever certified. The order was later overturned on other grounds.

In re Equifax, Inc. Customer Data Security Breach Litig. Reached a \$1.5 billion settlement for data breach victims as part of the court-appointed Plaintiffs' Steering and Settlement Committee. This massive 2017 breach exposed the Social Security numbers, birth dates, addresses, driver's licenses, and credit card numbers of millions of consumers. In 2021, the Eleventh Circuit Court of Appeals upheld the settlement over the appeal of several objectors making it the largest data breach settlement ever approved by a Circuit Court of Appeals.

In re TikTok, Inc. Consumer Privacy Litig. Obtained a \$92 million settlement, one of the largest Biometric Information Protection Act ("BIPA") settlements ever, against popular app, TikTok. TikTok violated the Illinois BIPA laws, as well as numerous other privacy statutes, with its face capturing software that numerous minors and young adults use to share videos and messages.

In re Target Corporation Customer Data Security Breach Litig. Secured a \$60 million settlement to a nationwide class of financial institutions after class

certification. This data breach was the largest data breach at the time, where financial institutions were forced to replace millions of credit cards. The settlement covered the out-of-pocket costs sustained due to the breach and required Target to implement numerous data security changes going forward.

In re Premera Blue Cross Customer Data Sec. Breach Litig. Secured a \$74 million settlement, as a member of the Executive Leadership Committee, on behalf of health insurance customers' whose data was stolen. Premera Blue Cross was aware of their inadequate data security when an employee opened a phishing email, giving hackers access to company data.

Baker v. ParkMobile, LLC. This case asserts that ParkMobile was negligent in allowing attackers to access records of 21 million customers. Consumers sued ParkMobile LLC for a data breach that affected users of the parking app. The ParkMobile app allows users to pay for parking without having to use a traditional meter. The complaint alleges that ParkMobile was negligent in its safeguarding of consumer data, which led to the data breach of users' license plate numbers, email addresses, telephone numbers, passwords, and other mobile app account information. The cases in the Northern District of Georgia have been consolidated and Swathi Bojedla of Hausfeld was appointed to the Plaintiffs' Steering Committee. ParkMobile moved to dismiss arguing that the plaintiffs' negligence claim fails because the company did not have a duty to protect consumer data under Georgia law, and no personal information was affected. In August 2022, however, the court disagreed, holding that ParkMobile did indeed have a legal duty to protect the information that was compromised, and, as such, it was too early in the proceedings to simply accept ParkMobile's premise that sensitive information was not exposed. In September 2023, Park Mobile again attempted to have the case dismissed in a Motion for Judgment on the Pleadings but the court once again denied most of the Motion dismissing only three of the pending claims. Hausfeld took the lead role on drafting the plaintiffs' class certification motion, securing final approval on a \$30,000,000 settlement in 2025.

In Re: Post Meds, Inc. Data Breach Litigation. Hausfeld serves as co-lead counsel, appointed in March 2024, in a data breach case against Post Meds, Inc. an online pharmacy delivery service that was targeted by cybercriminals who stole customers' sensitive information during a breach of its systems in August 2023. Information stolen included pharmacy management files, patient names, medications, and prescribing doctor information. The team has brought action against Post Meds seeking monetary damages, restitution, and/or injunctive relief for a proposed class of

individuals whose who allege that the breach exposed users' personally identifying information of hundreds of thousands of patients. A \$7,500,000 settlement was reached and final approval obtained in 2025.

In re Wawa, Inc. Data Security Litigation. Hausfeld serves as court-appointed Interim Co-lead Counsel in In re Wawa Data Security Litigation (No. 19-cv-6019, E.D. Pa.) for a proposed class of financial institutions alleging the convenience-store chain's negligence resulted in a massive data breach, compromising more than 30 million payment cards used at up to 850 store locations on the East Coast. The card issuers sustained losses from issuing refunds for fraudulent purchases, replacing compromised cards, and monitoring and blocking unauthorized transactions, among other injuries. In May 2022, the Court rejected Wawa's arguments and motion to dismiss Plaintiffs' claims for negligence and injunctive relief. On March 13, 2023, plaintiffs filed for preliminary approval settlement of up to \$28.5 on behalf of a class of financial institutions, led by a plaintiff group composed of Inspire Federal Credit Union, Insight Credit Union, and Greater Cincinnati Credit. Of the \$28.5 million settlement, up to \$18.5 million will directly compensate financial institutions for card cancellations and replacement costs, up to \$8 million will compensate card issuers for fraud losses incurred on affected customer cards, and up to \$2 million for other costs incurred by financial institutions from the breach as an alternative to filing another form of claim.

Bointy v. Integris Health, Inc. Hausfeld serves as Co-Lead Counsel in this state court class action arising from a cyberattack on Integris Health, Oklahoma's largest nonprofit healthcare system. The breach compromised the personal and medical information of approximately 2.4 million individuals, including names, birthdates, contact details, health diagnoses, and insurance information. After coordinated case development and settlement negotiations, the parties reached a \$30 million settlement that includes monetary compensation, credit monitoring, and mandatory improvements to Integris's cybersecurity infrastructure that was granted final approval in December 2025.

Morris v. Bank of America. Hausfeld secured a \$393 million settlement in May 2021 on behalf of a class of Bank of America account holders who were improperly charged overdraft and related fees. The settlement includes a \$75 million cash fund and \$318 million in prospective business practice changes. Plaintiffs alleged that Bank of America assessed multiple overdraft and insufficient funds fees on the same transaction, processed intrabank transfers in a manner that increased the likelihood of overdrafts, and prematurely

debited fees from accounts with insufficient funds rather than allowing customers the opportunity to cure negative balances.



Hausfeld, which 'commits extensive resources to the most difficult cases,' widely hailed as one of the few market-leading plaintiff firms.

The Legal 500

Reputation and leadership in the antitrust bar

Court commendations

Judges across the country have taken note of Hausfeld's experience and results achieved in antitrust litigation.



All class actions generally are more complex than routine actions... But this one is a doozy. This case is now, I guess, nearly more than ten years old. The discovery as I've noted has been extensive. The motion practice has been extraordinary... The recovery by the class is itself extraordinary. The case, the international aspect of the case is extraordinary. Chasing around the world after all these airlines is an undertaking that took enormous courage.

– Judge Brian M. Cogan

In re Air Cargo Shipping Services Antitrust Litigation, No. 06-md-1775 (E.D.N.Y.)



Comparing Hausfeld's work through trial to *Game of Thrones*: 'where individuals with seemingly long odds overcome unthinkable challenges... For plaintiffs, their trial victory in this adventurous, risky suit, while more than a mere game, is nothing less than a win...'

– Magistrate Judge Nathanael M. Cousins

O'Bannon v. Nat'l College Athletic Ass'n, No. 09-cv-3329 (N.D. Cal.)



Hausfeld lawyers achieved 'really, an outstanding settlement in which a group of lawyers from two firms coordinated the work... and brought an enormous expertise and then experience in dealing with the case.' Hausfeld lawyers are 'more than competent. They are outstanding.'

– Judge Charles R. Breyer

In re International Air Passenger Surcharge Antitrust Litig., No. 06-md-01793 (N.D. Cal.) (approving a groundbreaking \$200 million international settlement that provided recovery for both U.S. purchasers under U.S. antitrust laws, and U.K. purchasers under U.K. competition laws.)



Hausfeld has 'the breadth of experience, resources and talent necessary to navigate a case of this import.' Hausfeld 'stands out from the rest.'

– District Judge Morrison C. England Jr.

Four In One v. SK Foods, No. 08-cv-3017 (E.D. Cal.)



The class is represented by what I would describe as an all-star group of litigators...

– District Judge David R. Herdon

Hale v. State Farm, No. 12-cv-00660-DRH-SCW (S.D. Ill.)

JAMES J. PIZZIRUSSO

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Washington, DC

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OVERVIEW

As a co-founder of the firm and current member of the firm's Management Committee, James has led Hausfeld's Data Breach/Privacy and Consumer Protection practice groups since the firm's inception and courts have personally appointed him to leadership positions in dozens of successful class actions. He has diverse practice centering on cybersecurity and privacy law, but he has also handled cases involving consumer protection, antitrust law (with an emphasis in agriculture), and sports and entertainment law. James' practice also includes domestic and international environmental and public health litigation.

Clients

James has pursued justice on behalf of his clients, both domestically and abroad, in a wide variety of practice areas and on behalf of notable clients. Aside from representing consumers suffering from data breaches, privacy violations and consumer fraud, his clients have included musicians (e.g., Chuck D. of Public Enemy and The Black Sheep) and professional athletes (e.g., Jim Brown). He has successfully resolved the claims of numerous farmers and landowners in Barbados who suffered reduced crop yields and property damages as a result of a massive jet fuel spill. James has also represented farmers and other entities seeking damages related to unauthorized releases of genetically modified crops. Domestically, he has represented municipalities and individuals suffering harm related to lead paint and other toxic products.

James' distinctive approach to litigation has resulted in recoveries of billions of dollars for his clients and class members.

EDUCATION

George Washington University Law School, J.D., with honors, 2001
University of Tennessee-Knoxville, B.A., *summa cum laude*, 1998

BAR ADMISSIONS

District of Columbia
The Supreme Court of the United States
United States Court of Appeals for the Fourth Circuit
United States Court of Appeals for the Sixth Court
United States Court of Appeals for the Ninth Court
Several Federal District Courts

AFFILIATIONS

ABA Antitrust Law Section's Consumer Protection Committee, Vice Chair (2022-2024)
ABA Antitrust Law Section's Competition Torts Committee, Vice Chair (2020-2022)
ABA Antitrust Section's Food & Agriculture Committee, Co-Chair (2017)
ABA Antitrust Section's Food & Agriculture Committee, Vice Chair (2014-2016)
ABA Antitrust Section's Trade, Sports, Professional Associations Committee, Vice Chair (2012- 2013)
George Washington University Law School, Adjunct Professor, Environmental and Toxic Torts (2009)
George Washington University Law School, Visiting Associate Professor of Clinical Law, Vaccine Injury Clinic (2007)
Sedona Conference Data Security and Privacy Liability (Working Group 11) Steering Committee, Appointed Member (2020-2023)

WHAT OTHERS SAY

Chambers and Partners

- Band 2, Privacy and Data Security: Litigation, since 2024
- Band 3, Privacy and Data Security: Litigation since 2021-2024
- Global Guide: Privacy & Data Security: Litigation - USA in 2023
- Hausfeld ranked as band 1 in Privacy and Data Security Litigation (nationwide) (the only Plaintiffs' firm in the country to receive a Band 1 ranking)

Financial Times

- Shortlisted Hausfeld for the "Innovative Lawyers in Cyber Security and Data Protection" Award

Law360

- Hausfeld recognized as "2021 Practice Group of the Year" in Cybersecurity & Privacy
- Cybersecurity & Privacy MVP in 2021 (the only plaintiffs' attorney to receive that distinction)
- Runner up Litigator of the Week in December 2023

Lawdragon

- 500 Leading Environmental & Energy Lawyer in 2021
- The Green 500: Leaders in Environmental Law in 2021
- 500 Leading Plaintiff Consumer Lawyers since 2019
- 500 Leading Litigators in America in 2022

Legal 500

- Washington, DC Cybersecurity and Data Protection City Elite in 2026
- Hausfeld ranked as Tier 4 in Media, Technology, and Telecom: Cyber Law (Including Data Privacy and Data Protection) since 2024

National Law Journal

- Elite Trial Lawyers, Hausfeld wins Privacy/Data Breach category in 2024
- Class Action/Mass Tort Trailblazer in 2023
- Washington, D.C. Trailblazer in 2020
- Cybersecurity Trailblazer in 2017

Super Lawyers

- Super Lawyer, Consumer Law in Washington, DC since 2016

Who's Who Legal

- Global Leader, Competition: Plaintiff in 2020 & 2023
- International Who's Who of Competition Lawyers & Economists by the Global Competition Review and Who's Who Legal in 2014.

Other

- DC Local Litigation Star from 2013-2015 and Antitrust Litigation Star in 2012 by Benchmark Litigation.
- One of just four Rising Stars under 40, Consumer Protection and Privacy Law in 2012 by Law360.
- James is regularly asked to appear as a speaker at conferences around the country and has presented on topics including antitrust, consumer protection, toxic torts, and public interest litigation.

EXPERIENCE

Technology & Data Breach (Practice Group Chair)

MDLs (14)

- *In re PowerSchool Holdings, Inc. and PowerSchool Group Customer Sec. Breach Litig.*, 25-md-3149-BEN-MSB (S.D. Cal.) (Co-Lead)
- *In re: Evolve Bank & Trust Cust. Data Sec. Litig.*, 2:24-md-03127-SHL (W.D. Tenn.) (PSC) (\$11M settlement)
- *In re: Snowflake, Inc., Data Sec. Breach Litig.*, 2:24-md-03126-BMM (D. Mont.) (PEC) (various settlements)
- *In re: Perry Johnson & Associates Medical Transcription Data Sec. Breach Litig.*, 1:24-MD-3096-RPK-LGD (E.D.N.Y.) (Co-Lead)
- *In re: MOVEit Customer Data Sec. Breach Litig.*, 1:23-md-03083-ADB (D. Mass.) (PSC) (various settlements)
- *In re: T-Mobile 2022 Customer Data Sec. Breach Litig.*, 4:23-md-03073-BCW (W.D. Mo.) (Co-Lead)
- *In re: Overby-Seawell Co. Customer Data Sec. Breach Litig.*, MDL No. 1:23-md-03056 (N.D. Ga.) (PSC) (\$6.5M settlement)
- *In re: T-Mobile Data Security Breach Litig.*, MDL No. 4:21-md-03019-BCW (W.D. Mo.) (Co-Lead) (\$500M settlement)
- *In re: American Medical Collection Agency, Inc. Customer Data Sec. Breach Litig.*, MDL No. 19-md-2904 (D.N.J.) (Steering Committee) (various settlements)
- *In re: Marriott International Inc., Customer Data Security Breach Litig.*, MDL No. 19-md-2879 (D. Md.)
- *In re: Equifax, Inc. Customer Data Sec. Breach Litig.*, MDL No. 1:17-md-2800-TWT (N.D. Ga.) (PSC and Settlement Committee) (\$500 million settlement with \$1 billion in upgraded data security) (largest data breach settlement ever reached)
- *In re: Premera Blue Cross Customer Data Sec. Breach Litig.*, MDL No. 3:15-md-2633-SI (D. Or.) (Executive Leadership Committee) (\$74M settlement)
- *In re: The Home Depot, Inc. Customer Data Security Breach Litig.*, MDL No. 14-md-02583 (N.D. Ga.) (Chair of PSC) (-\$35M settlement)
- *In re: Target Corporation Customer Data Security Breach Litig.*, MDL No. 14-2522 (D. Minn.) (Steering Committee on behalf of financial institutions) (\$60M settlement)

Other (28)

- *Christopher McPhee, et al., v Prosper Funding, LLC, et al.*, 3:25-cv-07947-CRB (N.D. Cal.) (Co-Lead)
- *In re: Oracle Corp. Data Breach Litig.*, 1:25-cv-01964-ADA (W.D. Tex.) (PSC, Settlement Chair)
- *In re: Kelly Benefits Data Breach Litig.*, 1:25-cv-1304-SAG (D. Md.) (Co-Lead)
- *In re: Boyd Gaming Corop Breach Litig.*, 2:25-cv-01814 (D. Nev.) (Co-Lead)
- *In re Anne Arundel Data Breach Litig.*, 1:25-cv-02274-GLR (D. Md.) (Co-Lead)
- *Doe 1 v. Weiss*, 2:25-cv-10999-MAG-EAS (E.D. Mich.) (Co-Lead)
- *In re: Capital One Financial Corporation, Affiliate Marketing Litigation*, 1:25-cv-00023-AJT (E.D.V.A.) (Co-Lead)
- *Harrell v. WebTPA Employer Services, LLC*, No. 3:24-cv-01158-L-BN (PSC, \$13.75M settlement)
- *Stroup, et al. v. Cardiovascular Consultants, LTD.*, Case No. CV2023-020048 (Ariz. Sup. Ct., Maricopa County) (PSC, \$3.85M settlement)
- *In re: Sav-RX Data Breach Litig.*, 8:24-00204-RFR-RCC (D. Neb.) (Co-Lead)
- *In re: HealthEC LLC Data Breach Litig.*, No. 2:24-cv-00026-JKS-ESK (D.N.J.) (Plaintiffs' Executive Committee) (\$5.5M settlement)

- *In re: Harvard Pilgrim Data Security Incident*, No. 1:23-11211-NMG (D. Mass.) (Co-Lead) (\$16M settlement)
- *Detrixhe v. Integris Health, Inc.*, CJ-2023-7235 (Dist. Ct. Okl. Cty) (Co-Lead) (\$30M settlement)
- *In re: Entertainment Partners Data Breach Litig.*, 2:23-cv-06546-CAS-PVC (PSC) (\$10M settlement)
- *In re: Postmeds, Inc., Data Breach Litig.*, No. 4:23-cv-05710-HSG (N.D. Cal.) (Co-Lead) (\$7.5M settlement)
- *In re: Enzo Biochem Data Sec. Litig.*, 2:23-cv-04282 (E.D.N.Y.) (Co-Lead) (\$7.5M settlement)
- *Gordon v. Zeroed-In Technologies, LLC*, 1:23-cv-03284-BAH (D. Md.) (Co-Lead)
- *Cabezas v. Mr. Cooper Group, Inc.*, No. 3:23-cv-2453-N (N.D. Tex.) (Chair of EC)
- *In re: Capital Health Systems, Inc., Data Breach Litig.*, No: 3-23-cv-23234 (D.N.J.) (Co-Lead)
- *Miller v. NextGen Healthcare, Inc.*, 1:23-cv-02043 (N.D. Ga.) (PSC) (\$19,375,000 settlement)
- *Owens v. MGM Resorts Int'l.*, 2:23-cv-01480 (D. Nev.) (\$45 million settlement)
- *In re: Data Breach Sec. Litig. Against Caesars Ent., Inc.*, 2:23-cv-01447 (D. Nev.) (PSC)
- *In re: HCA Healthcare, Inc. Data Sec. Litig.*, 3:23-cv-00684 (M.D. Tenn.) (Executive Committee)
- *Doe v. Highmark, Inc.*, No. 2:23-cv-00250-NR (W.D. Pa.) (PSC); *Price v. Carnival Corp.*, 3:23-cv-00236-GPC-DTF (S.D. Cal.) (Co-Lead)
- *Kolstedt v. TMX Fin. Corp. Serv., Inc.*, 4:23-cv-00076 (S.D. Ga.) (PSC) (\$32M settlement)
- *In re: LastPass Data Sec. Incident Litig.*, 1:22-cv-12047-PBS (D. Mass.) (Co-Chair of PSC)
- *In re: Arby's Rest. Group, Inc. Data Security Litig.*, 1:17-cv-514-AT (N.D. Ga.) (Co-Lead) (-\$5M settlement)
- *First Choice Federal Credit Union v. Wendy's*, 2:16-cv-00506 (W.D. Pa.) (Plaintiffs' Executive Committee) (\$50M settlement)
- *Greater Chautauqua Federal Credit Union v. Kmart Corp.*, 1:15-cv-02228 (N.D. Ill.) (Co-Lead) (-\$18.5M settlement)

Antitrust/Competition

- *In re Processed Egg Products Antitrust Litig.* - \$136 million in settlements reached on behalf of direct purchasers of shell eggs.
- *In re Fresh and Process Potatoes Antitrust Litig.* - \$19.5 million settlement reached on behalf of purchasers of potatoes.
- *In re New Jersey Tax Sale Certificates Antitrust Litig.* - \$9.5 million settlement on behalf of victims of bid-rigging conspiracy related to tax sale certificates.

Deceptive Business Practices & Consumer Protection

- *Morris v. Bank of America, N.A.* (Co-lead, \$75 million settlement involving excessive overdraft and insufficient funds fees)
- *In re Sony PS3 "Other OS" Litig.* (Co-Lead, \$4 million settlement)
- *Radosti v. Envision EMI, LLC* (Co-Lead, \$17.5 million nationwide settlement)
- *In re Tyson Foods, Inc., Chicken Raised Without Antibiotics Consumer Litig.* (Co-Lead, \$8 million nationwide settlement)
- *Brown v. Transurban (USA), Inc.* (Co-lead, nationwide settlement in this case involving excessive toll lane fees)
- *In re Honey Transshipping Litig.* (Co-Lead, \$4 million nationwide Lanham Act settlement on behalf of honey producers)
- Represented Vital Farms in Lanham Act litigation against competitor resulting in confidential settlement

Environmental & Product Liability

- *Bhatia v. 3M Company* (Chair of the Plaintiffs' Executive Committee; \$32.5 million settlement for dentists who purchased defective Lava crown material)
- *Wolph v. Acer America Corp.* (Co-lead; disputed class involving defective computers certified on a nationwide basis; \$22.7 million settlement)
- *Pelletz v. Weyerhaeuser Company* (Case involving defective decking product; nationwide settlement)
- *In re Monsanto Company Genetically-Engineered Wheat Litig.* (Chair of lead counsel group; settled claims for individual wheat farmers impacted by contamination from genetically engineered wheat)
- Represented numerous farmers and landowners in Barbados related to jet fuel contamination claims, confidential settlement achieved.

Sports & Entertainment

- *In re Warner Music Group Corp. Digital Downloads Litig.* - Nationwide settlement of royalty dispute involving \$11.5 million in past damages and future royalty increases in perpetuity.
- *James v. UMG Recordings, Inc.* - Nationwide settlement of royalty dispute involving \$11.5 million in past damages and future royalty increases in perpetuity.
- *Dryer v. Nat'l Football League* - \$50 million settlement on behalf asserting copyright and publicity rights claims from the NFL's use of retired players' images and likenesses.

Counsel

Washington, DC

he / him/ his

✉ iengdahl@hausfeld.com

☎ +1 202 849 4772

**OVERVIEW**

Ian litigates high-stakes antitrust, data-privacy, consumer-protection, and environmental matters on behalf of consumers, startups, public entities, and other plaintiffs. Ian's practice focuses on high-impact class-action litigation, often at the crossroads of law and technology. His work has contributed to the recovery of billions of dollars for the firm's clients.

As a core member of the firm's Technology and Data Breach practice group, Ian leverages his extensive experience in technology and data-privacy issues to achieve pathbreaking results for data-privacy victims. Ian has represented consumers in some of the largest data-breach class actions, including *In re Marriott International Inc. Customer Data Security Breach Litigation*, *In re T-Mobile Data Security Breach Litigation*, and *In re Equifax, Inc. Customer Data Security Breach Litigation*. Ian serves as a member of the Plaintiffs' Executive Committee in the *Set Forth Data Security Breach* case and represents consumers in several biometric privacy cases.

In his antitrust practice, Ian has taken on the world's largest banks, Big Tech, and the pharmaceutical industry. He was part of the team that litigated against global banks for price-fixing in the foreign exchange market. He currently represents an app-developer startup in litigation against Meta for monopolization of the personal social networking market, and consumers asserting price-fixing claims against generic drug manufacturers. Ian has also achieved exceptional results for individual antitrust clients in opt-out litigation.

In his consumer-protection work, Ian has helped consumers recover nearly \$100 million in settlements from banks and retailers to compensate consumers who paid improper junk fees.

In his environmental practice, Ian is proud to represent the state where he grew up, Maine, in litigation alleging that the fossil-fuel industry violated Maine law by misrepresenting the role the industry and its products have played in climate change.

Ian is an experienced trial advocate. Most recently, he helped secure a \$110 million patent-infringement jury verdict against Apple on behalf of a Spanish technology startup.

Ian is a fierce advocate for robust data privacy and AI-safety protections for consumers, both inside and outside the courtroom. He authored an amicus brief for the Electronic Frontier Foundation in the Supreme Court, arguing for broad recognition of data-privacy harms. He is a member of the Sedona Conference Working Group 11, which advances the law on issues surrounding technology, privacy, artificial intelligence, and data security. He has served as a panelist on issues ranging from the legal implications of frontier AI models to bank liability for data-breach-related consumer fraud for events hosted by organizations including the RAND Corporation and Sedona Conference WG11.

Ian is co-chair of the firm's Technology Committee and serves on the firm's Social Inclusion Committee and Summer Associate Committee.

EDUCATION

Georgetown University Law Center, J.D., *cum laude*, 2018
Rhodes College, B.A. in Political Economy, *cum laude*, 2012

BAR ADMISSIONS

District of Columbia
U.S. District Court for the District of Columbia
U.S. District Court for the District of Maryland
United States Court of Appeals, Fourth Circuit
United States Court of Appeals, Seventh Circuit

AFFILIATIONS

American Association for Justice, Member (2024 - Present)
American Bar Association, Member
Georgetown Journal on Poverty Law & Policy, Managing Editor (2017-2018)
Public Justice, Member (2024 - Present)
The Sedona Conference, Working Group 11, Member

WHAT OTHERS SAY

Algernon Sydney Sullivan Award

- Recipient of the Algernon Sydney Sullivan Award for Character and Commitment to Public Service in 2013
- One nominator wrote, "When one thinks of who Algernon Sydney Sullivan may have been as a young man, Ian Engdahl comes to mind. Not only do these two men share a love of the art of oratory and a passion for law and justice, but the philosophy of both revolves around making better the lives of others even before themselves."

EXPERIENCE

Antitrust/Competition

- *In re Foreign Exchange Benchmarks Rates Antitrust Litigation* – Hausfeld represented market participants in the foreign exchange market against international banks alleged to have fixed the price of foreign exchange instruments, securing settlements with 15 major financial institutions amounting to more than \$2.3 billion.
- *In re Diisocyanates Antitrust Litigation* – Represents a class of direct purchasers of the industrial chemicals methylene diphenyl diisocyanate (MDI) and toluene diisocyanate (TDI) in claims against major industrial suppliers for conspiring to artificially inflate prices in violation of federal antitrust law.
- *Phhphoto, Inc. v. Meta Platforms, Inc. (F/K/A Facebook, Inc.)* – Hausfeld represents PHHHOTO Inc., an upstart photo app that alleges Facebook engaged in an anticompetitive course of conduct to force PHHHOTO out of business.
- *In re Generic Pharmaceuticals Pricing Antitrust Litig.* – Hausfeld represents a class of end-payers alleging generic drug manufacturers and marketers conspired to unlawfully inflate the price of critical medications.

Commercial & Financial Disputes

- *Morris v. Bank of America, N.A.* - Hausfeld represented a class of consumers harmed by Bank of America's improper fees on overdraft and insufficient-funds transactions resulting in a \$75 million settlement.
- *McNeil v. Capital One* - A class action on behalf of consumers harmed by Capital One's improper overdraft and insufficient-funds fees, resulting in a \$16 million settlement.
- *TOT Power Control, S.L. v. Apple Inc.* - Ian represents TOT Power Control, S.L., a Spanish intellectual property and technology licensing company, in its patent infringement litigation against Apple, Samsung, and LG.

Environmental & Product Liability

- *State of Maine v. BP P.L.C., et al* - Hausfeld represents the State of Maine in climate deception litigation alleging that the defendant fossil fuel companies misled the public about the dangers of climate change, resulting in severe environmental and public health impacts across the state.

Technology & Data Breach

- *In re: Marriott International Inc., Customer Data Security Breach Litig., MDL No. 19-md-2879 (D. Md.)* - Representing a class of plaintiffs against hotel chain Marriott and its data security vendor Accenture. This is by far the largest of any consumer data breach class action ever certified. An appeal is currently pending.
- *In re T-Mobile Data Security Breach Litig., No. 4:21-md-03019-BCW (W.D. Mo.)* - Representing a class of plaintiffs whose data was exposed during a 2021 breach, securing a \$350 million settlement and an agreement to increase data security spending by \$150 million over the next two years, one of the largest per capita settlements ever reached in a large data breach.
- *In re Equifax, Inc. Customer Data Sec. Breach Litig., No. 1:17-md-2800-TWT (N.D. Ga.)* - Hausfeld represented consumer plaintiffs in one of the largest data breaches in history, resulting in a \$500 million settlement with \$1 billion in upgraded data security.
- *In re Set Forth Data Security Breach Litig.* - Ian serves on the Plaintiffs' Executive Committee for this class-action alleging that Set Forth and Centrex failed to properly secure the sensitive data of class members.

**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.	No. 1:22-cv-00016-SPW-TJC DECLARATION OF DEJIM JUANG IN JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, PROVISIONAL CLASS CERTIFICATION, AND PLAN OF NOTICE
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DECLARATION OF DEJIM JUANG

I, Dejim Juang, make this second declaration pursuant to 17 U.S.C. § 1746.

1. I am a professional website developer. I was hired by Walmart to design and implement the class notice website for this matter.

2. At counsel's direction, I developed the website with the domain name "www.checkpolicysettlement.com." It is based on WordPress, one of the most widely utilized website platforms currently available on the internet. True and correct screenshots of the website's homepage sufficient to capture the homepage content are attached hereto as Exhibit C-1.

3. The website will be hosted on "Namecheap, Inc." which is a commercially reliable hosting provider with industry-standard uptime, security, and backup protocols. The hosting environment will support "SSL/TLS" encryption so that all user connections to the website occur via "HTTPS," a secure website encryption protocol.

4. Once the website goes live, it will be accessible to all visitors in the United States or the world (absent some unusual circumstance or local restriction).

5. The Amended Complaint, Joint Motion for Preliminary Approval, and Settlement Agreement will be accessible through the website, on a page titled "Important Documents" in addition to answers to several "Frequently Asked Questions." A true and correct screenshot of the "Important Documents" page is attached hereto as Exhibit C-2. True and correct screenshots of the "FAQ" page sufficient to capture the FAQ page content are attached hereto as Exhibit C-3.

6. The website also has a "Contact Us" page with details about how class members might contact Class Counsel. True and correct screenshots of the "Contact

Us” page sufficient to capture the content of the “Contact Us” page are attached hereto as Exhibit C-4.

7. To improve usability and accessibility (which in turn can improve search visibility and user engagement), the website will be designed with accessibility best practices in mind, with the intent that the website will be designed, developed, and maintained in a manner consistent with the requirements of the Americans with Disabilities Act (“ADA”), including alignment with commonly accepted guidelines such as WCAG 2.1, Level AA to the extent reasonably practicable for the site’s scope and purpose.

8. The website has been search-engine optimized, what is commonly called “SEO.” Specifically, the following key terms have been or will be utilized to increase the likelihood that the website will be located using common search engines like Google:

- a. Walmart Check Policy settlement
- b. Walmart check disclosure settlement
- c. Walmart class action check fee settlement
- d. Walmart Montana federal check EFT settlement
- e. Telecheck Check Policy settlement
- f. Telecheck check disclosure settlement
- g. Telecheck class action check fee settlement

h. Telecheck Montana federal check EFT settlement

9. SEO is a very commonly used digital marketing method to increase the visibility of a website in the results of word searches on Internet search engines. Websites have certain technical infrastructure that make them more likely to appear on particular engine search queries. SEO commonly includes promoting the use of keywords on the “metadata” infrastructure of the website, such that internet search engine “crawlers” will take note of those keywords. “Crawlers” are search engine technical entities that collect information about websites so that the search engine can return the relevant website content to promote for certain search queries.

10. SEO allows those who hear about the settlement, or are searching the internet for other reasons, to locate the class website more easily on search engines because typing in key search terms, such as the ones above, will prioritize showing the searcher the class website.

11. I am available to assist counsel with the website as needed.

Under the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury the foregoing is true and correct.

Executed this 20th day of March 2026.

/s/ Dejim Juang

EXHIBIT C-1

Morris v. Walmart, Inc.

3/20/2026 4:40PM CDT

No.1:22-cv-00016-SPW-TJC (D. Mont.)

[Home](#) [FAQ](#) [Important Documents](#) [Contact Us](#)

Case Information: The case is *Morris v. Walmart, Inc.*, No.1:22-cv-00016-SPW-TJC (D. Mont.).

Important Dates

The Lawsuit: Plaintiff Brandy Morris ("Named Plaintiff"), on behalf of herself and a putative class, sued Walmart and TeleCheck, Walmart's check processor, claiming that Walmart and TeleCheck violated the terms of the check processing disclosures posted at the Walmart point of sale ("Posted Disclosure") and provided to the Named Plaintiff on the PIN Pad ("PIN Pad Disclosure"), which caused the Named Plaintiff and putative class members ("Class Members") to incur multiple bank fees.

TBD

The Proposed Settlement: Named Plaintiff has reached a proposed class action settlement of the lawsuit with Walmart and TeleCheck ("Settlement Agreement"). The proposed Settlement provides forward-looking improvements to the check disclosures at issue. Specifically, Walmart will update the posted and PIN Pad disclosures at each of its stores nationwide to advise future check-paying customers of the possibility that they may incur multiple bank fees for failing to maintain sufficient funds in their bank accounts. Named Plaintiff will release her individual claim for damages against Walmart and TeleCheck, and Class Members agree to release all claims for injunctive relief under Federal Rule of Civil Procedure 23(b)(2). The Class Members have not released any claims for damages. The proposed Settlement does not provide payments to Class Members and Class Members are not releasing their claims for damages against Defendants, but are only releasing their claims for prospective relief. Class Counsel will request \$1,850,000.00 USD in attorneys' fees less the Named Plaintiff's reasonable incentive award. The parties are seeking court approval of the Settlement Agreement, as described below.

Next Steps: The Court has yet to approve the settlement at the terms above. If you disagree with the settlement, the "FAQ" tab provides more details regarding how to object.

EXHIBIT C-2

Morris v. Walmart, Inc.

3/20/2026 4:40PM CDT

No.1:22-cv-00016-SPW-TJC (D. Mont.)

[Home](#) [FAQ](#) [Important Documents](#) [Contact Us](#)

Important Documents

Date	Document
August 15, 2023	Amended Complaint
March 20, 2026	Settlement Agreement
March 20, 2026	Motion for Preliminary Approval

Copyright © 2026 Check Policy Settlement | Updated: 3/18/2026 9:36 PM CDT

EXHIBIT C-3

Morris v. Walmart, Inc.

3/20/2026 4:40PM CDT

No.1:22-cv-00016-SPW-TJC (D. Mont.)

[Home](#) [FAQ](#) [Important Documents](#) [Contact Us](#)

Frequently Asked Questions

1. What is this lawsuit about?

- This lawsuit is about whether the disclosures posted at every Walmart point of sale and PIN Pad in the country sufficiently notify customers that they may incur multiple bank fees for failing to have sufficient funds in their accounts.
- In this lawsuit, Plaintiff alleges that Walmart’s check processing disclosures did not sufficiently inform shoppers that Walmart and its check processor TeleCheck, might make multiple attempts to cash bounced checks and, if successful, might also make multiple attempts to recover “return fees” from shoppers’ bank accounts. Plaintiff further contends that she and the Class Members were damaged when they incurred multiple bank fees as a result of Walmart and TeleCheck repeatedly attempting to collect the underlying check amount and the return fee. Defendants deny Plaintiff’s allegations and do not admit any liability by entering into this Settlement Agreement.

2. Why is the lawsuit a class action?

Brandy Morris (“Named Plaintiff”) brought this action for injunctive relief on behalf of herself and all similarly situated individuals who failed to maintain sufficient funds in their accounts and incurred multiple bank fees due to TeleCheck’s multiple attempts to collect the underlying check amount and return fee. Under Federal Rule of Civil Procedure 23(b)(2), the Court can approve a class action settlement that results in a change in policy that will affect the entire class.

3. Why is there a Settlement?

There is a settlement because the parties were able to resolve their dispute without needing to litigate a costly trial. In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the job of Class Counsel to decide when a proposed settlement offer justifies settling the case instead of continuing to trial. In a class action, Class Counsel make this recommendation to Named Plaintiff, who must act in the best interests of the Class Members. In this case, the Named Plaintiff and Class Counsel believe this settlement is in the best interests of the Class Members. Defendants deny Plaintiff’s allegations and do not admit any liability by entering into this Settlement Agreement.

do not admit any liability by entering into this Settlement Agreement.

4. Am I part of the Settlement?

If you are a member of the class, which includes “all past and future customers who wrote a check for payment of goods or services at any Walmart retail store in the United States,” you will be bound by the Settlement Agreement. You may retain your own counsel for the purpose of challenging the Settlement.

3/20/2026 4:40PM CDT

5. What does the Settlement provide?

The Settlement does not provide monetary relief to class members. Instead, Walmart has agreed to change its check-processing disclosures at the point of sale and PIN Pad in each of its retail stores in the United States. Named Plaintiff has agreed to release her individual claim for damages against Walmart and TeleCheck, and the Class Members have agreed to release only their injunctive relief claims against Walmart and TeleCheck related to the Posted Disclosures and PIN Pad Disclosure. Class Counsel will request \$1,850,000.00 USD in attorneys’ fees for time spent on the case, less the Named Plaintiff’s reasonable incentive award.

6. What am I giving up?

You are giving up your right to sue Walmart and TeleCheck asking them to change the check processing disclosures located at the point of sale and PIN Pad, but you are not giving up your right to sue Walmart and TeleCheck for monetary damages.

7. Do I have a lawyer in this case?

Class Counsel represents you and the other Class Members. However, you may retain a lawyer to represent you at your own expense.

8. How will the Class Counsel lawyers be paid?

Defendants will pay Class Counsel.

9. Can I opt out of the Settlement?

No. Because this settlement does not ask that you give up your right to seek compensation for your damages, there is no “opt-out” available. You can, however, object to the settlement.

10. How do I tell the Court that I do not agree with the Settlement?

- To object, you must send a written document by mail or private courier (e.g., Federal Express) to the District Court at the addresses below, or by filing them in person at any location of the United States District Court for the District of Montana, by a due date of []. Your objection must include the following:
 - The names of the case, *Morris v. Walmart, Inc.*, No.1:22-cv-00016-SPW-TJC (D. Mont.)
 - The objector’s name, address, telephone number, the last four digits of his or her member number or former member number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case who may be entitled to compensation for any reason related to the objection

compensation for any reason related to the objection

- A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection
- A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number
- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- The objector's signature or the signature of the objector's legally authorized representative

3/20/2026 4:40PM CDT

- Objections should be mailed 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

11. When and where will the Court decide whether to approve the Settlement?

- The Court will hold a Fairness Hearing on [date], at [time] at the following address: []
- At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

12. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend. The hearing may be virtual, in which case the instructions to participate shall be posted on this website.

13. What happens if I do nothing at all?

If the settlement is approved, you would benefit from Walmart's changed checkout counter check disclosures. If the settlement is not approved, Walmart's existing checkout counter check disclosures would remain the same.

Please do not contact Defendants in this matter.

EXHIBIT C-4

Morris v. Walmart, Inc.

3/20/2026 4:40PM CDT

No.1:22-cv-00016-SPW-TJC (D. Mont.)

[Home](#)

[FAQ](#)

[Important Documents](#)

[Contact Us](#)

Contact Us

If you have any questions regarding this settlement, you may contact the Class Counsel. Please ensure that you include your name and your return address on all correspondence.

KaliefGold PLLC
1100 15 Street NW, 4th Floor
Washington, DC 20005
202-350-4783

And

Hausfeld LLP
1200 17th Street, N.W.
Suite 600
Washington, DC 20036
202-540-7200

**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

**[PROPOSED] 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 _____, 2026, at _____.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.

13. 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.

IT IS SO ORDERED.

DATED:

HONORABLE BRIAN J. MORRIS
UNITED STATES DISTRICT JUDGE