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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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
CERTIFICATION, PLAN OF
NOTICE, AND CLASS
COUNSEL'S ATTORNEYS' FEE
AWARD**

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- Exhibit 1** CAFA Notice
- Exhibit 2** Spreadsheet of Attorney Generals
- Exhibit 3** Supplemental CAFA Notice
- Exhibit 4** Declaration of Class Counsel in Support of Joint Motion for Final Approval of Class Action Settlement, Class Certification, Plan of Notice, and Class Counsel's Attorneys' Fee Award

Plaintiff Brandy Morris (“Plaintiff”) and Defendants Walmart, Inc. (“Walmart”) and TeleCheck Services, LLC f/k/a TeleCheck Services, Inc. (“TeleCheck”; together with Walmart, “Defendants”) submit this memorandum in support of their Joint Motion for Final Approval of Class Action Settlement, Class Certification, Plan of Notice, and Class Counsel’s Attorneys’ Fee Award.

I. INTRODUCTION

For the past four years, Plaintiff and Defendants have litigated whether the disclosures Walmart gave to its check-writing customers at the point of sale in every retail store in America constitute a contract that Defendants violated when Plaintiff and the putative class members allegedly incurred multiple bank fees as a result of the way their checks were processed.

After voluminous motion practice involving complex legal issues such as standing, pre-emption, contract formation, the applicability of regulatory and industry requirements, and causation, the parties decided to mediate this matter. After a private mediation, continued arm’s-length negotiations, and a further mediation before Magistrate Judge John T. Johnston, the parties finally reached a settlement agreement, which they submitted to this Court on March 20, 2026 as Exhibit A to the Joint Motion for Preliminary Approval of Class Action Settlement, Provisional Class Certification, and Plan of Notice (“Settlement Agreement”).

The proposed Settlement Agreement provides forward-looking changes to the

check disclosures at all of Walmart's points of sale at its 4,600 retail locations around the country. Specifically, Walmart will update (i) the posted disclosures and (ii) PIN Pad disclosures at all stores nationwide. These new disclosures will specifically 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.

On March 23, 2026, this Court preliminarily approved the Settlement Agreement, finding it falls within the range of reasonableness and is fair, reasonable, adequate, and in the best interests of the Settlement Class under Federal Rule of Civil Procedure 23(e). ECF Doc. 217 ¶¶ 2, 3, 6. The Court further conditionally certified the Settlement Class under Rule 23(a) and Rule 23(b)(2) for purposes of settlement only, subject to a fairness hearing. *Id.* ¶¶ 4, 5. Finally, the Court directed Defendants to provide notice to the class via a settlement website and to the appropriate state and federal officials under 28 U.S.C. § 1715. *Id.* ¶ 7.

Plaintiff and Defendants now ask the Court to grant final approval of the Settlement Agreement and certify the Settlement Class under Rule 23(a) and Rule 23(b)(2) for settlement purposes only. Pursuant to the Settlement Agreement, Class Counsel also asks the Court to order Defendants to pay Plaintiff's service award of \$15,000, out of pocket expenses in the amount of \$13,275.12, and \$1,821,724.88 in attorneys' fees, as reasonable compensation for the past four years of litigation. Defendants do not oppose this request, and Class Counsel believes this attorneys'

fee award is reasonable given that the Settlement Agreement requires the nation's largest retailer to revise its check-related disclosures in every one of its thousands of retail stores around the country.

II. BACKGROUND

The procedural history of this matter is discussed at length in the parties' Joint Motion for Preliminary Approval of Class Action Settlement, Provisional Class Certification, and Plan of Notice ("Joint Motion"). (*See* ECF Doc. 216, pp. 6-9.) In short, Plaintiff filed this putative class action against Walmart on December 2, 2021, in Montana state court, and Walmart removed the case to this Court and moved to dismiss. The Court denied Walmart's motion to dismiss, finding that the challenged disclosures were ambiguous. (ECF Docs. 1, 1-1, 15, 31, 32.) The Court subsequently bifurcated the case into phases, with Phase I focusing on the interpretation of the disclosures, and Phase II focusing on damages, class discovery, and any remaining liability issues. (ECF Doc. 62.)

After conducting written discovery, Plaintiff filed an Amended Complaint on August 13, 2023, adding TeleCheck as a Defendant. (ECF Doc. 80.) TeleCheck moved to dismiss and objected to the Magistrate Judge's F&R recommending that the Court deny TeleCheck's motion. (ECF Doc. 91.) The Court denied TeleCheck's motion to dismiss on other grounds. (ECF Doc. 160.) While the parties litigated TeleCheck's Motion to Dismiss and objections to the F&R, Plaintiff took

depositions of Walmart's 30(b)(6) corporate representative and Defendants' expert Paul Carrubba.

On May 17, 2024, after the close of Phase I discovery, parties filed competing motions for summary judgment. (ECF Doc. 121, 123, 135.) The Magistrate Judge issued an F&R recommending that the Court grant Walmart's Motion for Summary Judgment based on its determination that Plaintiff lacked Article III standing and remand the case to the Montana state court. (ECF Doc. 167.) The Magistrate Judge did not reach the merits questions in the parties' summary judgment motions. Plaintiff objected to this F&R, and after the parties stipulated that Plaintiff suffered a cognizable injury-in-fact, the Court declined to adopt the F&R. (ECF Docs. 169, 184.)

On May 30, 2025, Plaintiff, Walmart, and TeleCheck each submitted a supplemental brief in support of their respective motions for summary judgment at the direction of the Court. (ECF Docs. 192, 194, 195.) On July 31, 2025, the parties submitted a joint motion to stay proceedings so they could engage in settlement discussions, which the Court granted the same day. (ECF Docs. 203, 204.) On August 6, 2025, the Court denied both Plaintiff's and Walmart's motions for summary judgment. (ECF Docs. 203, 205.) Following that ruling, on September 2, 2025, the parties asked the Court to extend the stay, so they could participate in a private mediation on November 13, 2025, in Miami, Florida before Rodney Max,

Esq. (ECF Doc. 206.) The parties did not reach a resolution but continued negotiations, eventually agreeing to attend a settlement conference before United States Magistrate John Johnston on December 23, 2025. (ECF Doc. 210.) During this settlement conference, the parties reached a settlement in principle. (Dec. 23, 2025 Text-only Order.)

Consistent with Federal Rule of Civil Procedure 23, the parties filed a motion seeking preliminary approval of the Settlement Approval, conditional certification of the Settlement Class under Rule 23(b)(2) for purposes of settlement only, and approval of their proposed notice. (ECF Doc. 215, 216.) On March 23, 2026, the Court granted this motion. (ECF Doc. 217.)

A. Settlement Agreement

As discussed in the Joint Motion, the Settlement Agreement contains the following provisions:

1. The Settlement Class

For purposes of settlement only, the parties seek certification under Rule 23(b)(2) of the following 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 certification of the Settlement Class does not constitute an admission of wrongdoing, fault, liability, or damage 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 TeleCheck¹

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.
- 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

¹ All capitalized terms used in this Section are defined in the Settlement Agreement and have the same meaning, unless otherwise defined in this Motion.

(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”).

III. ARGUMENT

A. The Court should grant final approval of the Settlement Agreement because it is fair, reasonable, and adequate.

As previously noted, 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); *see also Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982) (“[V]oluntary conciliation and settlement are the preferred means of dispute resolution. This is especially true in complex class action litigation . . .”).

When considering whether to grant final approval of a proposed settlement, the Court must find the settlement fair, reasonable, and adequate. *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1120-21 (9th Cir. 2020). In evaluating the fairness

of a class action settlement agreement, the Court may consider some or all of the following factors:

[1] the strength of the plaintiffs’ case; [2] the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery completed and the stage of the proceedings; [6] the experience and views of counsel; [7] the presence of a governmental participant; and [8] the reaction of the class members to the proposed settlement.

Id. (internal citation omitted). Considering these factors, the Settlement Agreement is fair, reasonable, and adequate.

1. The strength of Plaintiff’s case when balanced against the risk, expense, complexity, and likely duration of further litigation weighs in favor of final approval.

“In determining the probability and likelihood of a plaintiff’s success on the merits of a class action litigation, ‘the district court’s determination is nothing more than an amalgam of delicate balancing, gross approximations and rough justice.’” *Moore v. PetSmart, Inc.*, 2015 WL 5439000, at *6 (N.D. Cal. Aug. 4, 2015) (internal citation omitted). In other words, “there is no ‘particular formula by which that outcome must be tested.’” *Id.*

Here, Plaintiff raises several novel legal issues, and should this case continue, Defendants will (i) seek to appeal the Court’s denial of the motions for summary judgment, (ii) oppose class certification, and (iii) seek to appeal any decision certifying Plaintiff’s proposed class under Rule 23(f). Specifically, Defendants

contend that the disclosures at Walmart's point of sale are not actionable contracts, and in any case, permit attempts to debit funds for returned checks in accordance with NACHA rules. Further, Defendants maintain 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 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.

Even if Plaintiff could somehow obtain certification of the Settlement Class, there is no guarantee that such certification could be maintained throughout the trial. Indeed, it is well-established that the Court may decertify a class at any time. *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 968 (9th Cir. 2009). As discussed above, Defendants maintain that Plaintiff's proposed damages class could not be certified, and as such, they may have filed a motion for decertification prior to trial. "[T]he notion that a district court could decertify a class at any time is an inescapable and weighty risk that weighs in favor of a settlement." *Moore*, 2015 WL 5439000 at *6 (N.D. Cal. Aug. 5, 2015).

Finally, 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, as discussed in the next section, 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. This factor therefore weighs in favor of final approval.

2. The benefits offered in the Settlement Agreement to the class weigh in favor of final approval.

The Settlement Agreement provides a meaningful benefit to the Settlement Class by requiring Walmart to change the language of the disclosures for all future check-paying customers. Specifically, the amended disclosures will clarify to future Walmart check-paying customers that if their check is returned unpaid, they authorize one or more separate EFT(s) or draft(s) drawn their accounts under the applicable federal regulations and industry standards. It also expressly advises that “[e]ach attempt to collect these amounts may result in separate fees charged” by the customer’s bank. This relief is adequately tailored to protect the Settlement Class while still preserving class members’ monetary damages claims.

When determining fairness, adequacy, and reasonableness, the Court must weigh the Settlement Agreement's benefits against what the class members "actually gave up by settling." *Campbell*, 951 F.3d at 1123. Under the Settlement Agreement, the Settlement Class has agreed to release any *future* claims for injunctive relief claiming the disclosures are inadequate in exchange for amended disclosures. The Settlement Agreement does not waive the right of any settlement class member (other than Plaintiff) to pursue damages on an individual basis or class basis under Rule 23(b)(3).

This is a fair trade that provides a tangible, significant benefit to the Settlement Class.

3. The extent of discovery and stage of proceedings weighs in favor of final approval.

For the parties "to have brokered a fair settlement, they must have been armed with sufficient information about the case to have been able to reasonably assess its strengths and value." *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 396 (C.D. Cal. 2007). "A settlement following sufficient discovery and genuine arms-length negotiation is presumed fair." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).

Here, the parties have spent several years litigating the merits of Plaintiff's theory of liability through extensive motion practice and discovery related to the disclosures, Walmart's check processing practices, and the application of the

industry standards known as the National Automated Clearing House Association Operating Rules and Guidelines. Indeed, Defendants each briefed a motion to dismiss on different issues and objected to the Magistrate’s various F&Rs, and all parties filed motions for summary judgment and supplemental motions. The parties also participated in two lengthy mediations to reach the Settlement Agreement.

By this stage of the litigation, all parties have had an opportunity to evaluate the various strengths and weaknesses of their respective positions. Thus, this factor weighs in favor of final approval.

4. All parties are represented by competent counsel who believe the Settlement Agreement is fair, reasonable, and adequate.

When determining whether a settlement is fair, reasonable, and adequate, the Court may consider whether the parties to the settlement agreement are represented by competent counsel. Indeed, the Ninth Circuit has recognized that parties represented by competent counsel are “better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in litigation.” *Rodriguez*, 563 F.3d at 967. In *Rodriguez*, the Ninth Circuit found that counsel had a “good grasp on the merits of their case before settlement talks began” due to briefing summary judgment. *Id.*

The same is true in this case – the parties filed competing motions for summary judgment prior to engaging in mediation, and counsel therefore had a “good grasp” on the merits of their respective cases prior to engaging in mediation.

Based on their analyses of the risks, burdens, and expense of continued litigation as well as their experience litigating other complex class actions, Class Counsel believes the Settlement Agreement is fundamentally fair, adequate, and reasonable, and in the best interest of the Class. Like *Rodriguez*, this factor weighs in favor of final approval.

5. The lack of collusion among the parties weighs in favor of final approval.

The Court “must reach a reasoned judgment that the proposed agreement is not the product of fraud or overreaching by, or collusion among, the negotiating parties.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1290 (9th Cir. 1992) (citations omitted). Where, as here, a settlement is the product of arm’s-length negotiations conducted by capable and experienced counsel, courts find a settlement fair and reasonable. *In re Heritage Bond Litig.*, 2005 WL 1594403, at *11-12 (C.D. Cal. June 10, 2005).

Additionally, the Settlement Agreement was reached with the assistance of a highly respected, neutral mediator and United States Magistrate Judge Johnston, which further shows the Settlement Agreement is not the product of collusion. *See In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1171 (S.D. Cal. 2007) (involvement of mediator was “highly indicative of fairness”); *Satchell v. Federal Express Corp.*, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007) (“The assistance

of an experienced mediator in the settlement process confirms that the settlement is non-collusive.”).

Thus, as previously determined by this Court in its Preliminary Approval Order, the Settlement Agreement “(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.” (ECF Doc. 217 ¶ 6.)

6. Proper notice was provided to putative class members and the appropriate state and federal officials.

Consistent with the Court’s Preliminary Approval Order, Defendants provided notice of the Settlement Agreement to all appropriate state and federal officials by mailing a notice letter to the attorney general of each state and of the United States. *See, e.g.*, CAFA Notice, attached as **Exhibit 1**. Out of abundance of caution, Defendants also mailed this Notice to the District of Columbia and United States territories. A list of the addresses for each state and federal official where notice was provided is attached to this Motion as **Exhibit 2**.

Additionally, consistent with the Court’s Preliminary Approval Order, the settlement website described in the Joint Motion went live on March 23, 2026, and

has been accessed by over 8,330 different users.² Defendants updated the settlement website with the new final fairness hearing date and sent supplemental CAFA notices to the appropriate state and federal officials out of abundance of caution. *See, e.g.*, Supp. CAFA Notice, attached as **Exhibit 3**. Tests of the settlement website’s search engine optimization (SEO) functionality (*see* ECF No. 216-3, ¶ 8) confirm that it is working. Thus, proper notice has been provided to the Settlement Class.

No objection has been received to date. The deadline for Rule 23(b)(2) Settlement Class Members to file an objection is April 22, 2026, and no objections have been filed to date. Under 28 U.S.C. § 1715(d), the appropriate state and federal officials have until June 25, 2026 to file any objections as required by the Court’s preliminary approval order.

B. Class Counsel’s Proposed Fee Award and Service Award Are Reasonable.

Class Counsel request out of pocket expenses in the amount of \$13,275.12, \$1,821,724.88 in attorneys’ fees, and a service award of \$15,000 to named Plaintiff Brandy Morris. Defendants do not oppose this request. *See* Settlement Agreement § 4.3. Class Counsel’s request is reasonable under the prevailing standard in the Ninth Circuit for the approval of fee awards for injunctive-relief-only class

² Third-party websites that describe class actions, <https://topclassactions.com/> and <https://www.claimdepot.com/>, have also been publicizing this settlement by providing direct links to the settlement website.

settlements. *See Campbell v. Facebook, Inc.*, 951 F.3d 1106 (9th Cir. 2020). In *Campbell*, the Ninth Circuit affirmed a \$3.89 million fee award in a Rule 23(b)(2) injunctive-only class settlement where 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” comparing fees to class recovery. *Id.* at 1126 (internal quotation marks omitted); *see also Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) (lodestar method applies to injunctive-relief class actions because “there is no way to gauge the net value of the settlement or any percentage thereof”).

Because this is a Rule 23(b)(2) injunctive-only class settlement, the primary question under *Campbell* is whether the record reflects evidence of collusion. 951 F.3d at 1125. It plainly does not. The Parties reached the Settlement only after more than four years of adversarial litigation, including multiple motions to dismiss, competing cross-motions for summary judgment, and court-directed supplemental briefing. The Court then denied both Plaintiff’s and Walmart’s motions for summary judgment before the Parties participated in two mediations—the first with experienced private mediator Rodney Max and the second before a United States Magistrate Judge. This Court has already recognized that the Settlement is the product of “serious, informed, non-collusive arms’-length negotiations.” ECF No.

217 ¶ 6. That finding, combined with the reasonable relationship between the requested fee and Class Counsel’s documented lodestar, forecloses any inference of collusion.

This fee request is likewise well supported by Class Counsel’s lodestar. Class Counsel prosecuted this Action on a fully contingent basis for more than four years, expending approximately 1,207 of attorney and staff hours at customary hourly rates to secure the nationwide disclosure changes now before the Court. *See* Class Counsel Decl. ¶ 9, attached as **Exhibit 4**. That yields a combined lodestar of approximately \$1,031,897. Class Counsel separately advanced approximately \$13,275.12 in out-of-pocket expenses, largely for court reporting services at depositions and document hosting services, leaving approximately \$1,821,724.88 requested as fees. Class Counsel Decl. ¶ 10. That fee amount represents a lodestar multiplier of approximately 1.7, well within the lower range routinely approved within the Ninth Circuit. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 n.6 (9th Cir. 2002) (surveying multipliers, with a majority between 1.0 and 4.0).

This lodestar carries “a strong presumption” of reasonableness, *Fischel v. Equitable Life Assur. Soc’y of U.S.*, 307 F.3d 997, 1007 (9th Cir. 2002), which is only reinforced by the *Kerr* factors, *see Vizcaino*, 290 F.3d at 1048–50. Class Counsel devoted substantial time and labor to this case on a contingency basis over four years of hard-fought litigation. This case raises novel and difficult legal

questions, as demonstrated by the multiple rounds of complex briefing at every stage of the litigation. The results obtained for the Class—nationwide changes to disclosures that will protect check-paying customers at all of Walmart’s thousands of retail stores—provide valuable relief to the Class. *See id.* (identifying the time and labor, complexity, and results obtained as relevant circumstances supporting a reasonable fee). Class Counsel’s fee request is fair, reasonable, and supported by the record.

The service award of \$15,000 to named Plaintiff Brandy Morris is likewise justified. Named plaintiffs “are eligible for reasonable incentive payments” reflecting their effort, their contribution to the class’s benefit, and the risks they assumed. *Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003); *see also In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 786-87 (9th Cir. 2022) (reaffirming that incentive payments can be awarded “so long as they are reasonable” and rejecting contrary approach of the Eleventh Circuit).

The requested \$15,000 reflects the unusual personal burden Ms. Morris shouldered in this Action. She filed this case more than four years ago and remained actively engaged throughout. She responded to written discovery, produced documents, and consulted regularly with Class Counsel. *See* Class Counsel Decl. ¶¶ 13-17. Ms. Morris was also required to defend against TeleCheck’s individual counterclaim against her. *See* TeleCheck’s Answer and Counterclaim, ECF No. 163;

Zilhaver v. UnitedHealth Group, Inc., 646 F. Supp. 2d 1075, 1085 (D. Minn. 2009) (approving \$15,000 award where the named plaintiffs “bore the risks of counterclaim or collateral attack”). The requested amount is well within the range of awards regularly approved for class representatives facing similar burdens in bringing a case on behalf of a class. *See, e.g., Low v. Trump University, LLC*, 246 F. Supp. 3d 1295, 1313 (S.D. Cal. 2017) (approving \$15,000 awards to each of five class representatives, relying in part on the defendant's counterclaim against one representative); *Smith v. CRST Van Expedited, Inc.*, No. 10-CV-1116-IEG, 2013 WL 163293, at *6 (S.D. Cal. Jan. 14, 2013) (approving \$15,000 awards to each of three class representatives)

IV. CONCLUSION

For the above reasons, Plaintiff and Defendants respectfully request that the Court enter an order granting final approval of the Settlement Agreement.

DATED this 22rd day of April, 2026.

EDWARDS & CULVER

/s/ Triel D. Culver

Triel D. Culver

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**ATTORNEYS FOR DEFENDANT
WALMART INC.**

CERTIFICATE OF COMPLIANCE

The undersigned, Triel D. Culver, certifies that this *Memorandum in Support of Joint Motion for Final Approval of Class Action Settlement, Class Certification, Plan of Notice, and Class Counsel’s Attorneys’ Fee Award* complies with the requirements of Rule 7.1(d)(2)(B). The lines in this document are double spaced, except for footnotes and quoted and indented material, and the document is proportionately spaced with Times New Roman Font typeface consisting of fourteen characters per inch. The total word count calculated by Word is 4,591 and does not exceed 6,500 words, excluding caption, certificate of compliance, table of contents and authorities, exhibit index, and any certificate of service. The undersigned relies on the word count of the word processing system used to prepare this document.

/s/ Triel D. Culver

Triel D. Culver

EXHIBIT 1



501 Commerce Street, Suite 1300, Nashville, TN 37203 • (615) 259-1510

March 27, 2026

VIA CERTIFIED MAIL

The Honorable Mike Hilgers
1445 K Street, Room 2115
Lincoln NE, 68508

Re: Notice of Proposed Settlement under 28 U.S.C. § 1715
Morris v. Walmart, Inc. et al., Case No. 1:22-cv-00016-BMM

General Hilgers:

We are writing on behalf of our clients TeleCheck Services, LLC f/k/a TeleCheck Services, Inc. (“**TeleCheck**”) and Walmart, Inc. (“**Walmart**”) to advise your office of a proposed class action settlement in the above-referenced case. The Class Action Fairness Act requires each defendant participating in a proposed class action settlement to notify the appropriate State and Federal officials in each State where a settlement class member resides. 28 U.S.C. § 1715(b). This letter shall constitute the required notice under Section 1715.

BACKGROUND

On December 2, 2021, Brandy Morris (“**Plaintiff**”) filed a putative class action in the Thirteenth Judicial District Court in Yellowstone County, Montana, alleging breach of contract based on certain disclosures provided at the Walmart register that Plaintiff claimed did not adequately notify check-paying customers that Walmart could attempt to collect the underlying check amount and a return fee multiple times if the customers failed to maintain sufficient funds in their accounts. Plaintiff also alleged that Walmart breached an implied covenant of good faith and fair dealing and was unjustly enriched. Walmart removed the case to the United States District Court for the District of Montana and moved to dismiss.

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 Plaintiff and Walmart had set forth plausible, opposing interpretations of the posted disclosure; (2) grant Walmart’s motion to dismiss Plaintiff’s breach of implied covenant tort claim because no special relationship existed between Plaintiff and Walmart; and (3) grant Walmart’s motion to dismiss Plaintiff’s unjust enrichment claim because she failed to defend it. Neither Plaintiff nor Walmart objected to Magistrate Judge Cavan’s Findings and Recommendations (“**F&R**”), so the Court adopted them in full, finding no clear error.

Recognizing a “narrow, potentially dispositive issue exist[ed] concerning contract interpretation,” however, the Court agreed to bifurcate this case into phases, with Phase I focusing



on the interpretation of the posted disclosure and Phase II focusing on class discovery, damages, and any remaining liability issues. Plaintiff subsequently filed the Amended Complaint on August 15, 2023, adding TeleCheck as a Defendant. TeleCheck moved to dismiss the Amended Complaint. 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. TeleCheck timely objected, and the Court denied TeleCheck's motion to dismiss on other grounds.

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. 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 an Article III injury sufficient for standing because Plaintiff did not pay the fees about which she complained. Plaintiff objected to Magistrate Judge Cavan's F&R, attaching a declaration in which she attested to paying the fees at issue.

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 F&R. On April 17, 2025, Judge Watters sua sponte recused herself from all further proceedings, and the case was reassigned to Judge Brian Morris.

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. On Monday, June 23, 2025, the Court heard oral argument on the parties' motions for summary judgment. The Court agreed to stay the proceedings on July 31, 2025, but while the proceedings were stayed, the Court issued an order denying both Plaintiff's and Walmart's motions for summary judgment.

The parties subsequently filed another joint motion to stay proceedings pending private mediation, which the Court granted. The parties attended private mediation on November 13, 2025 in Miami, Florida before Rodney Max but did not reach a resolution. After further deliberation, the parties agreed to attend a settlement conference before United States District of Montana Magistrate John Johnston on December 23, 2025. During this settlement conference, the parties settled this matter.

On March 20, 2026, the parties entered into a settlement agreement ("**Settlement Agreement**"), which they filed with the Court as an exhibit to their Joint Motion for Preliminary Approval of Class Action Settlement, Provisional Class Certification, and Plan of Notice ("**Motion**"). Under the Settlement Agreement, the Parties have agreed that the Court should certify a class under Federal Rule of Civil Procedure 23(b)(2) for settlement purposes only consisting of all check-paying Walmart customers ("**Settlement Class**"). The parties further agreed that the Court should issue declaratory and/or injunctive relief requiring Walmart to change the language of the posted disclosure and the disclosure provided to check-paying customers on the Walmart PIN pad to notify check-paying customers that they may incur multiple bank fees for paying with a check without maintaining sufficient funds in their accounts to cover the underlying check amount and applicable return fee.



Importantly, no Settlement Class member releases his or her claims for money damages against Walmart or TeleCheck but only releases his or her ability to ask Walmart to change the revised disclosures in the future. Additionally, although individual notice to class members is not required for Rule 23(b)(2) class action settlements, the Parties have agreed to create a settlement website with all relevant documents that will be publicly available and will use targeted SEO terms.

The Court approved the Settlement Agreement, preliminarily certified the Rule 23(b)(2) class described above, and approved the parties' plan of notice on March 23, 2026 and subsequently scheduled a final hearing for July 13, 2026.

REQUIRED NOTICE DOCUMENTS

The Class Action Fairness Act (“CAFA”) mandates that each defendant that is participating in a class action lawsuit provide certain documents and information to the appropriate State and Federal officials. 28 U.S.C. § 1715(b)(1)-(8). Walmart and TeleCheck address each required category of documents below.

1. Complaint and Related Materials (28 U.S.C. § 1715(b)(1))

Plaintiff originally filed her Complaint in the Yellowstone County District Court for the State of Montana on December 2, 2021. A copy of the Complaint is attached as **Exhibit 1**. Walmart subsequently removed this case to the United States District Court for the District of Montana, and Plaintiff filed an Amended Complaint on August 15, 2023. A copy of the Amended Complaint is attached as **Exhibit 2**. A copy of the Notice of Removal and all other relevant pleadings can be accessed online through the ECF/PACER website.

2. Notice of Any Scheduled Judicial Hearing (28 U.S.C. § 1715(b)(2))

The Parties filed the Motion, a supporting memorandum and exhibits, and a proposed order on March 20, 2026, collectively attached as **Exhibit 3**. Exhibit A to the Motion is the executed Settlement Agreement. The Court granted the Motion on March 23, 2026 and subsequently scheduled a fairness hearing for July 13, 2026. *See* Order Granting Joint Motion for Preliminary Approval of Class Action Settlement, Provisional Class Certification, and Plan of Notice, attached as **Exhibit 4**; Order Resetting Hearing, attached as **Exhibit 5**.

3. Proposed Notification to Class Members (28 U.S.C. § 1715(b)(3))

Although individual class-member notice is not required for class action settlements certified under Rule 23(b)(2) for settlement purposes only, Walmart and TeleCheck have agreed to provide notice to the Settlement Class members by creating a settlement website that will be promoted using targeted SEO terms. The settlement website is available at www.checkpolicysettlement.com and contains all applicable deadlines, documents, and answers to frequently asked questions.



4. Proposed Class Action Settlement (28 U.S.C. § 1715(b)(4))

A copy of the executed Settlement Agreement is attached as Exhibit A to the Motion. *See Ex. 3.*

5. Any Settlement or Other Agreement Contemporaneously Made Between Class Counsel and Defendant’s Counsel (28 U.S.C. § 1715(b)(5))

Walmart and TeleCheck have not entered into any agreements with Plaintiff or Class Counsel other than the Settlement Agreement.

6. Final Judgment (28 U.S.C. § 1715(b)(6))

The Court has not issued a final judgment in this matter.

7. Reasonable estimate of the number of class members residing in each State (28 U.S.C. § 1715(b)(7)(B))

Because of the prospective nature of the Settlement Class and the limited data maintained, Walmart and TeleCheck cannot provide the names of the class members residing in each State, a reasonable estimate of the number of class members bound by the Settlement Agreement, or the proportionate share of the claims of any such class members to the entire settlement. *See US Airline Pilots Ass’n v. Velez*, 2016 WL 1615408, at *7 (W.D.N.C. Apr. 22, 2016) (“In light of the terms of the Settlement Agreement, which does not identify or provide for any monetary award attributable to Class Members who reside in particular states, the Court finds that it is not feasible to include in the notices the information described in CAFA, 28 U.S.C. § 1715(A) & (B).”); *Tuten v. United Airlines, Inc.*, 2013 WL 8480458, at *4 (D. Colo. Oct. 31, 2013) (same).

Out of abundance of caution and to satisfy CAFA’s notice requirement, however, Walmart and TeleCheck reasonably estimate that TeleCheck has processed more than 1.7 million check transactions on behalf of Walmart from 2014 to 2025. *See In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liability Litig.*, 2012 WL 2512750, at *10 (D. Minn. June 20, 2012), *aff’d* 716 F.3d 1057 (8th Cir. 2013) (finding the provision of a single, aggregate estimate of potential class members was sufficient to satisfy notice under 28 U.S.C. § 1715(b)(7) even though no state-by-state estimate was provided).

8. Judicial Opinions Related to the Settlement (28 U.S.C. § 1715(b)(8))

The only judicial opinions the Court has issued in connection with the Settlement Agreement are the Order Granting Joint Motion for Preliminary Approval of Class Action Settlement, Provisional Class Certification, and Plan of Notice and the Order Resetting Fairness Hearing. *See Exs. 4 & 5.*



TIMELINESS OF NOTICE

Under 28 U.S.C. § 1715(b), Walmart and TeleCheck must provide notice to all appropriate State and Federal officials “not later than 10 days after a proposed settlement of a class action is filed in court.” Walmart and TeleCheck have complied with this notice provision because they filed the Settlement Agreement on March 20, 2026 and are serving this notice on the appropriate State and Federal officials by certified mail postmarked on or before March 30, 2026.

CAFA’s 90-day notice deadline is also be satisfied because the fairness hearing is currently set for July 13, 2026, which is more than 90 days after TeleCheck and Walmart served this notice on all appropriate State and Federal officials. *See* 28 U.S.C. § 1715(d).

Sincerely

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EXHIBIT 2

STATE/TERRITORY	ADDRESSEE	OFFICE	DEPARTMENT	STREET ADDRESS	SUITE	CITY	STATE	ZIP
United States	The Honorable Pamela Bondi	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Ave., NW		Washington	DC	20530-0001
Alabama	The Honorable Steve Marshall	Attorney General of Alabama	501 Washington Ave.	P.O. Box 300152		Montgomery	AL	36130
Alaska	The Honorable Stephen J. Cox	Attorney General of Alaska	Alaska Department of Law - Civil Division	1031 W 4th Ave.	Suite 200	Anchorage	AK	99501
American Samoa	The Honorable Gwen Tauliifii-Langkilde	Attorney General of American Samoa	Dept. of Legal Affairs	P.O. Box 7		Pago Pago	American Samoa	96799
Arizona	The Honorable Kris Mayes	Attorney General of Arizona		2005 N. Central Ave.		Phoenix	AZ	85004-2926
Arkansas	The Honorable Tim Griffin	Attorney General of Arkansas		323 Center St.	Suite 200	Little Rock	AR	72201
California	CAFA Coordinator	Office of the Attorney General	Consumer Protection Section	455 Golden Gate Ave.	Suite 11000	San Francisco	CA	94102
Colorado	The Honorable Pini Weiser	Attorney General of Colorado	Ralph L. Carr Colorado Judicial Center	1300 Broadway	10th Floor	Denver	CO	80203
Connecticut	The Honorable William Tong	Attorney General of Connecticut	Consumer Protection Department	165 Capitol Ave.		Hartford	CT	06106
Delaware	The Honorable Kathy Jennings	Attorney General of Delaware	Delaware Department of Justice	820 N. French St.		Wilmington	DE	19801
District of Columbia	The Honorable Brian Schwalb	Office of the Attorney General for the District of Columbia		400 6th St. NW		Washington	DC	20001
Florida	The Honorable James Ulhmer	Office of the Attorney General of Florida		PL-01 The Capitol		Tallahassee	FL	32399-1050
Georgia	The Honorable Chris Carr	Office of the Attorney General of Georgia		40 Capitol Square SW		Atlanta	GA	30334
Guam	The Honorable Douglas Moylan	Office of the Attorney General of Guam		134 W. Soledad Ave.	4th Floor, Suite 412	Hagana	GU	96910
Hawaii	The Honorable Anne E. Lopez	Department of the Attorney General		425 Queen St.		Honolulu	HI	96813
Idaho	The Honorable Raul Labrador	Office of the Attorney General of Idaho		P.O. Box 83720		Boise	ID	83720
Illinois	The Honorable Kwame Raoul	Office of the Illinois Attorney General		115 S. LaSalle St.		Chicago	IL	60603
Indiana	The Honorable Todd Rokita	Office of the Indiana Attorney General	Indiana Government Center South	302 W Washington St.	5th Floor	Indianapolis	IN	46204
Iowa	The Honorable Breanna Bird	Attorney General of Iowa	Hoover State Office Bldg.	1305 E Walnut St.		Des Moines	IA	50319
Kansas	The Honorable Kris Kobach	Attorney General of Kansas		120 SW 10th Ave.	2nd Floor	Topeka	KS	66612
Kentucky	The Honorable Russell Coleman	Office of the Attorney General of Kentucky		1024 Capital Center Drive	Suite 200	Frankfort	KY	40601
Louisiana	The Honorable Liz Murrill	Louisiana Attorney General's Office	Consumer Protection Section	1885 N. 3rd St.	4th Floor	Baton Rouge	LA	70802
Maine	The Honorable Aaron Frey	Office of the Maine Attorney General		6 State House Station		Augusta	ME	04333
Maryland	The Honorable Anthony G. Brown	Attorney General of Maryland		200 St. Paul Pl.		Baltimore	MD	21202
Massachusetts	The Honorable Andrea Campbell	Office of the Attorney General of Massachusetts	Attn: CAFA Coordinator/General Counsel's Office	One Ashburton Pl.		Boston	MA	02108
Michigan	The Honorable Dana Nessel	Department of Attorney General for Michigan		525 W Ottawa St.		Lansing	MI	48933
Minnesota	The Honorable Keith Ellison	Office of Minnesota Attorney General		445 Minnesota St.	Suite 600	St. Paul	MN	55101
Mississippi	The Honorable Lynn Fitch	Attorney General of Mississippi		550 High St.		Jackson	MS	39205
Missouri	The Honorable Catherine Hanaway	Attorney General of Missouri		207 W. High St.		Jefferson City	MO	65102
Montana	The Honorable Austin Kaudsden	Office of the Attorney General of Montana		P.O. Box 201401		Helena	MT	59620-1401
Nebraska	The Honorable Mike Hilgers	Attorney General of Nebraska		1445 K Street, Room 2115		Lincoln	NE	68508
Nevada	The Honorable Aaron D. Ford	Attorney General of Nevada	Bureau of Consumer Protection	100 N. Carson Street		Carson City	NV	89701
New Hampshire	The Honorable John Formella	Attorney General of New Hampshire		1 Granite Place South		Concord	NH	03301

New Jersey	The Honorable Jennifer Davenport	Attorney General of New Jersey		Richard J. Hughes Justice Complex 25 Market Street - 8th Floor, West Wing	Trenton	NJ	08611
New Mexico	The Honorable Raúl Torrez	Attorney General of New Mexico		408 Galisteo Street, Villagra Building	Santa Fe	NM	87501
New York	The Honorable Letitia James	Attorney General of New York	CAFA Coordinator	28 Liberty Street, 15th Floor	New York	NY	10005
North Carolina	The Honorable Jeff Jackson	Attorney General of North Carolina	Dept. Class Action Fairness Act Notices	114 W. Edenton St.	Raleigh	NC	27603
North Dakota	The Honorable Drew H. Wrigley	Attorney General of North Dakota		State Capitol 600 East Boulevard Avenue, Department 125	Bismarck	ND	58505
Northern Mariana Islands	The Honorable Edward E. Mariusan	Attorney General of Northern Mariana Islands		Administration Building P.O. Box 10007	Saipan	MP	96950-8907
Ohio	The Honorable Dave Yost	Attorney General of Ohio		State Office Tower 30 E. Broad St., 14th Floor	Columbus	OH	43215
Oklahoma	The Honorable Gentner Drummond	Attorney General of Oklahoma		313 NE 21st Street	Oklahoma City	OK	73105
Oregon	The Honorable Dan Rayfield	Attorney General of Oregon		Justice Bldg. 1162 Court Street NE	Salem	OR	97301
Pennsylvania	The Honorable David Sunday	Attorney General of Pennsylvania		16th Floor, Strawberry Square	Harrisburg	PA	17120
Puerto Rico	The Honorable Lourdes L. Gómez Torres	Attorney General of Puerto Rico		P.O. Box 9020192	San Juan	PR	00902-0192
Rhode Island	The Honorable Peter F. Neronha	Attorney General of Rhode Island		150 S. Main St.	Providence	RI	02903
South Carolina	The Honorable Alan Wilson	Attorney General of South Carolina		The Honorable Alan Wilson P.O. Box 11549	Columbia	SC	29211
South Dakota	The Honorable Mary J. Jackley	Attorney General of South Dakota		1302 East Highway 14, Suite 1	Pierre	SD	57501-8501
Tennessee	The Honorable Jonathan Skrmeti	Attorney General of Tennessee		P.O. Box 20207	Nashville	TN	37202
Texas	The Honorable Ken Paxton	Attorney General of Texas		Capitol Station PO Box 12548	Austin	TX	78711
Virgin Islands	The Honorable Gordon C. Rhea	Attorney General of the Virgin Islands		Office of the Attorney General 3438 Kronprindsens Gade GERS Building, 2nd Floor	St. Thomas	Virgin Islands	00802
Utah	The Honorable Derek Brown	Attorney General of Utah		Utah State Capitol Complex, Rm. 230 350 N. State Street	Salt Lake City	UT	84114-0810
Vermont	The Honorable Charly R. Clark	Attorney General of Vermont		109 State Street	Montpelier	VT	05609
Virginia	The Honorable Jay Jones	Attorney General of Virginia		202 North Ninth Street	Richmond	VA	23219
Washington	The Honorable Nick Brown	Attorney General of Washington		1125 Washington Street SE PO Box 40100	Olympia	WA	98504
West Virginia	The Honorable John B. McCuskey	Attorney General of West Virginia		State Capitol, 1900 Kanawha Blvd., East Building 1, Room E-26	Charleston	WV	25305

Wisconsin	The Honorable Josh Kaul	Attorney General of Wisconsin		Wisconsin Department of Justice 17 W. Main Street P. O. Box 7857		Madison	WI	53703
Wyoming	The Honorable Keith G. Kautz	Attorney General of Wyoming		109 State Capitol 200 W 24th St.		Cheyenne	WY	82002

EXHIBIT 3



501 Commerce Street, Suite 1300, Nashville, TN 37203 • (615) 259-1510

April 6, 2026

VIA CERTIFIED MAIL

The Honorable Mike Hilgers
1445 K Street, Room 2115
Lincoln NE, 68508

**Re: Update to Notice of Proposed Settlement under 28 U.S.C. § 1715
Morris v. Walmart, Inc. et al., Case No. 1:22-cv-00016-BMM**

General Hilgers:

We represent TeleCheck Services, LLC f/k/a TeleCheck Services, Inc. and Walmart, Inc. in the subject action. By letter dated March 27, 2026 we provided CAFA notice under 28 U.S.C. § 1715 regarding the proposed class action settlement in this case.

Please note that the Court has reset the Final Fairness Hearing to July 27, 2026, in Helena, Montana pursuant to the attached order. The class notice website at <https://checkpolicysettlement.com/> has been updated to reflect this change.

Sincerely

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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,

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

**DECLARATION OF CLASS
COUNSEL IN SUPPORT OF
JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
CERTIFICATION, PLAN OF
NOTICE, AND CLASS
COUNSEL'S ATTORNEYS' FEE
AWARD**

Counter-Plaintiff,

v.

BRANDY MORRIS,

Counter-Defendant.

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

1. We are counsel of record for Plaintiff Brandy Morris and Class Counsel for the Settlement Class in the above-captioned matter. Jeffrey D. Kalief is a partner at KaliefGold PLLC (“KaliefGold”). James J. Pizzirusso is a partner at Hausfeld LLP (“Hausfeld”). We submit this joint declaration in support of the Parties’ Joint Motion for Final Approval of Class Action Settlement, Class Certification, Plan of Notice, and Class Counsel’s Attorneys’ Fee Award.

2. Our qualifications, and the qualifications of our respective firms, are set forth in our Joint Declaration in Support of the Parties’ Joint Motion for Preliminary Approval of Class Action Settlement, Provisional Class Certification, and Plan of Notice, ECF No. 216-2, and in the firm resumes attached thereto.

A. Summary of the Litigation

3. Class Counsel began investigating the claims in this matter in 2021. That investigation focused on the disclosures Walmart provides to its check-writing customers at the point of sale and on the manner in which Walmart and TeleCheck process returned checks.

4. Plaintiff filed the original Complaint in the Montana Thirteenth Judicial District Court, Yellowstone County, on December 2, 2021, as Case No. DV-21-1460. Walmart removed the action to this Court on February 23, 2022. ECF No. 1.

5. Class Counsel litigated this case vigorously over more than four years. Among other things, Class Counsel: (a) briefed and successfully opposed Walmart's motion to dismiss, *see* ECF Nos. 14, 31, 32, with the Court denying dismissal as to Plaintiff's breach-of-contract claim after finding the challenged disclosures ambiguous; (b) litigated through the Court's bifurcation of the action into Phase I (interpretation of the disclosures) and Phase II (damages, class discovery, and remaining liability), *see* ECF No. 62; (c) conducted written discovery during Phase I; (d) filed an Amended Complaint adding TeleCheck as a Defendant, *see* ECF No. 80; (e) briefed and successfully opposed TeleCheck's motion to dismiss, *see* ECF Nos. 90, 119, 160; (f) took the deposition of Walmart's Rule 30(b)(6) corporate representative and the deposition of Defendants' expert Paul Carrubba; (g) moved for partial summary judgment and opposed Defendants' motions for summary judgment, ECF Nos. 120, 129, 192, 194, 195; (h) timely objected to the Magistrate Judge's findings and recommendation that Walmart's motion for summary judgment be granted, *see* ECF Nos. 167, 169, with the Court ultimately declining to adopt the findings and recommendation, *see* ECF No. 184, and subsequently denying all three summary-judgment motions, *see* ECF No. 205; (i) moved to strike certain opinion

testimony of Defendants' expert, ECF No. 132; and (j) participated in two mediations.

6. The Parties reached the Settlement only after engaging in these years of adversarial litigation and two arm's-length mediations. The first mediation took place on November 13, 2025, in Miami, Florida, before experienced private mediator Rodney Max, Esq. The Parties did not reach a resolution at that mediation but continued negotiations thereafter, ultimately attending a settlement conference before United States Magistrate Judge John Johnston on December 23, 2025, at which the Parties reached a settlement in principle. See ECF No. 211.

7. On March 20, 2026, the Parties filed their Joint Motion for Preliminary Approval of Class Action Settlement, Provisional Class Certification, and Plan of Notice. ECF No. 215. On March 23, 2026, the Court granted preliminary approval. ECF No. 217.

B. Class Counsel's Lodestar

8. Class Counsel prosecuted this matter on a fully contingent basis. We have not been paid for any of our time, nor have we been reimbursed for any of the expenses we incurred on behalf of the Class. The time we devoted to this case could have been spent on other fee-generating matters.

9. From the inception of this matter through April 22, 2026, the attorneys and staff at our firms have billed a total of approximately 1,207 hours on this action.

Of that total, KalielGold billed approximately 477 hours, Hausfeld billed approximately 334.2 hours, and Edwards Law billed approximately 396. These hours are derived from contemporaneous time records maintained in the ordinary course of business at each firm, and exclude time written off in the exercise of billing judgment.

10. Using each firm's current standard hourly rates for 2026, Class Counsel's combined lodestar is approximately \$1,031,897. Of that amount, KalielGold's lodestar is approximately \$519,705, Hausfeld's lodestar is approximately \$278,592.50 and Edwards & Culver Law's lodestar is approximately \$233,600.

11. Our respective firms' hourly rates have been approved as reasonable by courts throughout the country and are the usual and customary rates that our firms charge for services in other actions. The rates are set in accordance with prevailing market rates for attorneys and professional staff of comparable skill and experience.

C. Class Counsel's Expenses

12. Class Counsel has also advanced the out-of-pocket costs necessary to prosecute this action. To date, Class Counsel has incurred approximately \$13,275.12 in unreimbursed litigation expenses, consisting of KalielGold's approximately \$4,441, Hausfeld's approximately \$6,758.77, and Edwards & Culver's approximately \$2,075.35. These expenses include, among other things, deposition

and court-reporter fees, mediation fees, electronic-research charges, filing fees, and travel costs. Each firm's expenses are reflected in its books and records as maintained in the ordinary course of business and were necessarily incurred in the prosecution of this matter.

D. The Requested Fee Award

13. Class Counsel seeks a fee award of \$1,850,000. That amount includes reimbursement of Class Counsel's out-of-pocket expenses. After deducting Class Counsel's out-of-pocket expenses of approximately \$13,275.12 and the \$15,000 service award, the requested fee represents approximately \$1,821,724.88 in attorneys' fees. That amount reflects a lodestar multiplier of approximately 1.7.

E. Plaintiff Brandy Morris's Service to the Class

14. Named Plaintiff Brandy Morris has been actively engaged in this litigation since its inception more than four years ago. Throughout that period, Ms. Morris consulted regularly with Class Counsel regarding the status of the case, its progress, and settlement strategy.

15. In the course of the litigation, Ms. Morris, among other things: (a) provided factual information used in the preparation of the original Complaint and the Amended Complaint, ECF No. 80; (b) responded to written discovery propounded by Defendants; (c) searched for, gathered, and produced responsive

documents; (d) consulted with Class Counsel regarding key filings and settlement strategy; and (e) reviewed and approved the Settlement now before the Court.

16. Ms. Morris also undertook the additional burden of defending against a counterclaim asserted against her personally by TeleCheck. See ECF Nos. 163, 165.

17. Ms. Morris has never been promised any compensation for performing her duties as a class representative. Based on our knowledge of the time and effort she devoted to this case, and her willingness to bear the risks and burdens associated with serving as the sole named plaintiff, a service award of \$15,000 is reasonable and appropriate.

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

Executed this 22nd day of April, 2026, at Washington, D.C.

/s/ Jeffrey D. Kaliel
Jeffrey D. Kaliel

Executed this 22nd day of April, 2026, at Washington, D.C.

/s/ James J. Pizzirusso
James J. Pizzirusso