**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-BMM **ORDER GRANTING JOINT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS CERTIFICATION, PLAN OF NOTICE, AND CLASS COUNSEL'S ATTORNEYS' FEE AWARD**

The Court has considered the Settlement Agreement between Brandy Morris, Walmart, Inc. and TeleCheck Services, Inc. dated March 20, 2026 ("Settlement Agreement"), the Parties' motion for an order finally approving the Settlement

Agreement, the record in this Lawsuit,[1] the arguments and recommendations made by counsel, and the applicable law. The Court ORDERS as follows:

I. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

The Court granted preliminary approval of the Settlement Agreement on March 23, 2026. (Doc. 217) The same day, the class settlement website went live; in the following month, over 8,330 different users accessed it. (Doc. 222 at 22)[2] Defendants provided notice to all state and territory attorneys general on or before March 30, 2026. (Doc. 222-1 at 6; Doc. 222-2). The Parties provided further notice of the change in date of the Fairness Hearing by April 6, 2026. (Doc. 222-3) The Court conducted the Fairness Hearing on July 27, 2026, at 11:30 a.m. MT, more than 90 days after the Parties provided all attorneys general notice pursuant to 28 U.S.C. § 1715(d).

The Court approves the Settlement Agreement under Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the Settlement Agreement proves fair, reasonable, and adequate, and its terms are within the range of reasonableness. The Parties engaged in arm's-length negotiations between experienced counsel and negotiated the Settlement Agreement after extensive litigation spanning years,

[1] All capitalized terms not defined herein, e.g. "Lawsuit," have the same meaning as those in the Parties' Settlement Agreement. (Doc. 216-1)
[2] Walmart's counsel advises that as of July 17, 2026, over 11,376 different users had accessed the class settlement website.

including with the assistance of an independent, neutral third-party mediator and a United States Magistrate Judge. The Court finds that the Settlement Agreement is not the result of collusion. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011).

Following notice, no class member objected to the Settlement Agreement; nor did any of the attorneys general notified pursuant to 28 U.S.C § 1715(d) raise any objection.

II. DEFINED TERMS

For purposes of this Order Granting Joint Motion for Final Approval of Class Action Settlement, Class Certification, Plan of Notice, and Class Counsel's Attorneys' Fee Award ("Order"), the Court adopts all defined terms as set forth in the Settlement Agreement.

III. NO ADMISSIONS AND NO EVIDENCE

This Order and the Settlement Agreement shall not be offered, received, or construed, in any event, as evidence of a presumption, a concession, or an admission by any Party or any of the Released Parties of wrongdoing; to establish a violation of any law or duty; as an admission that any of the practices at issue violate any laws or require any disclosures; as evidence of a presumption, a concession, or an admission of any liability or non-liability; as evidence of a presumption, a concession, or an admission of the certifiability or non-certifiability of a litigation class in this Lawsuit; or as evidence of a presumption, a concession, or an admission of any misrepresentation or omission in any statement or written document approved or made by any Party.

IV. JURISDICTION

For purposes of the Settlement of the Lawsuit, the Court finds it has subject matter and personal jurisdiction over the Parties, including all Settlement Class Members, and venue is proper.

V. CLASS CERTIFICATION OF RULE 23(B)(2) CLASS FOR SETTLEMENT PURPOSES ONLY

The Court finds and concludes that, for the purposes of approving this Settlement only, the proposed Rule 23(b)(2) Settlement Class meets the requirements for certification under Rule 23 of the Federal Rules of Civil Procedure: (a) the Rule 23(b)(2) Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Rule 23(b)(2) Settlement Class; (c) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Rule 23(b)(2) Settlement Class; (d) Class Representatives and Class Counsel will fairly and adequately protect the interests of the Rule 23(b)(2) Settlement Class because Class Representatives have no interests antagonistic to the Rule 23(b)(2) Settlement Class, and have retained counsel who are experienced and competent to prosecute this Lawsuit on behalf of the Rule 23(b)(2) Settlement Class; and (e) the Defendants have acted on grounds that apply generally to the Rule 23(b)(2) Settlement Class because the same Walmart Check Policy Disclosure and PIN PAD Disclosure applies, and will, apply equally to all members of the Settlement Class, as defined *infra*, so that final injunctive relief is appropriate respecting the Rule 23(b)(2) Settlement Class as a whole.

The Court previously appointed Plaintiff Brandy Morris as Class Representative and the law firms of KalielGold PLLC and Hausfeld LLP as Settlement Class Counsel in granting preliminary approval of the Settlement Agreement. (Doc. 217 ¶ 11)

The Parties reached the Settlement Agreement after extensive motion practice in the Lawsuit over several years and after arm's-length negotiations conducted over the course of several months, including with the assistance of a private, third-party mediator and a United States Magistrate Judge. Plaintiff and Class Counsel maintain that the Lawsuit and the claims asserted therein are meritorious and that Plaintiff and the Rule 23(b)(2) Settlement Class would have prevailed at trial. Defendants deny liability for any of the causes of action asserted by Plaintiff in this Lawsuit, maintain that a class would not be certifiable under any Rule, and that Plaintiff and the Settlement Class Members would not prevail at trial.

Notwithstanding the foregoing, the Parties have agreed to settle the Lawsuit pursuant to the provisions of the Settlement Agreement, after considering, among other things: (a) the benefits to the Plaintiff and the Rule 23(b)(2) Settlement Class under the terms of the Settlement Agreement; (b) the uncertainty of being able to prevail at trial; (c) the uncertainty relating to the expense of additional motion practice in connection with the continued litigation of the Lawsuit; (d) potential obstacles to establishing entitlement to class-wide relief; (e) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation and appeals; and (f) the provision of substantial, immediate relief to Plaintiff and the Settlement Class.

The Court accordingly certifies, for settlement purposes only, a class under Rule 23(b)(2), consisting of 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. Excluded from the Rule 23(b)(2) Settlement Class are (i) counsel of record (and their respective law firms) for any of the Parties; (ii) the Court, the Court's immediate family, and Court staff; and (iii) any appellate court to which this Lawsuit is assigned, and its immediate family and staff.

VI. NOTICE

The Court finds that each member of the Settlement Class received a full opportunity to comment on or object to the Settlement Agreement and to participate at the final Fairness Hearing on July 27, 2026. The Court finds that the forms, content, and methods of disseminating notice to the Rule 23(b)(2) Settlement Class Members previously approved and directed by the Court have been implemented by the Parties and (i) comply with Rule 23(c)(2) of the Federal Rules of Civil Procedure as they are the best practicable notice under the circumstances and are reasonably calculated, under all the circumstances, to apprise the Rule 23(b)(2) Settlement Class Members of the pendency of the Lawsuit and the terms of the Settlement Agreement; (ii) comply with Rule 23(e) as they are reasonably calculated, under the circumstances, to apprise the Rule 23(b)(2) Settlement Class Members of the pendency of the Lawsuit, the terms of the proposed Settlement Agreement, and their rights thereunder, including but not limited to their right to object to the proposed Settlement Agreement; (iii) comply with Rule 23(h) as they are reasonably calculated, under the circumstances, to apprise the Rule 23(b)(2) Settlement Class Members of any motion by Class Counsel for reasonable attorneys' fees and nontaxable costs, and their right to object to any such motion; (iv) constitute due, adequate, and sufficient notice to all Rule 23(b)(2) Settlement Class Members and other persons entitled to receive notice; and (v) meet all applicable requirements of law, including but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c), (e), and (h), and the Due Process Clauses of the United States Constitution.

VII. CLAIMS COVERED AND RELEASES

This Order constitutes a full, final and binding resolution between Plaintiff, on behalf of herself and the Rule 23(b)(2) Settlement Class Members, and

Defendants. The releases provided in the Settlement Agreement shall be applied to the maximum extent permitted by law.

Upon the Effective Date and by operation of this Order, Plaintiff Releasors shall fully, finally, and forever release 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. Plaintiff Releasors also agree to provide a waiver under California Civil Code Section 1542. Plaintiff Releasors are hereby forever enjoined from seeking any relief from the 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.

Upon the Effective Date and by operation of this Order, Plaintiff Releasors and the Rule 23(b)(2) Settlement Class Members shall fully, finally, and forever release the Defendant Releasees and provide a waiver under California Civil Code

Section 1542 for any and all claims for injunctive and/or declaratory relief of any kind or character, at law or in equity, known or unknown, preliminary or final, based on Covered Conduct against the Defendant Releasees using the Rule 23(b)(2) class action procedural device that were or could have been brought in the Lawsuit. Notwithstanding the foregoing, the Rule 23(b)(2) Settlement Class Members do not release claims for monetary relief or damages. The Rule 23(b)(2) Settlement Class Members are hereby forever enjoined from seeking injunctive and/or declaratory relief from the Defendant Releasees using the Rule 23(b)(2) class action procedural device based on Covered Conduct against the Defendant Releasees that were or could have been brought in the Lawsuit.

Upon the Effective Date and by operation of this Order, Defendant Releasors will fully, finally, and forever release, waive, and discharge 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. The Defendant Releasors are hereby forever enjoined from seeking any relief from the Plaintiff Releasees arising out of or relating to the allegations TeleCheck asserted in the counterclaim in the Lawsuit.

The Settlement Agreement and this Order shall be the exclusive remedies for any and all Released Parties.

VIII. INJUNCTIVE RELIEF

Consistent with the Settlement Agreement, Walmart shall change the language of the posted Check Policy and the PIN PAD Proof of Authorization as follows:

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 draft(s) to collect a return fee of [$XX] 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.

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 my bank, which you do not control.

The changed Check Policy and PIN PAD Proof of Authorization shall be implemented at every Walmart location in the United States, including the amount of the Posted Fee ([$XX]) based on the applicable jurisdiction within one hundred eighty (180) days after the Effective Date of the Settlement Agreement.[3]

The obligations contained in section 4.2 of the Settlement Agreement shall 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").

Additionally, if Defendants, in their reasonable discretion, believe that the Injunctive Relief mandated in the Settlement Agreement becomes inconsistent with any federal or state rule, regulation, or statute; any private industry rule, regulation, or custom; or any judicial ruling or interpretation of any of the foregoing, Defendants shall be released from performing such inconsistent obligation(s).

[3] Consistent with the Court's July 10, 2026 Order [Dkt. 227], the scrivener's error in Section 4.2.1.2 of the Settlement Agreement (relating to the PIN PAD Proof of Authorization) shall be corrected and shall conform to the language appearing in Section VIII of this Final Order.

IX. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS

Pursuant to the Settlement Agreement, the Court hereby orders 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."

The Court finds that Class Counsel's request on behalf of Class Representative Brandy Morris for a service award of $15,000 is reasonable. 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). Here, the Court finds that Brandy Morris's efforts and contributions to this case support the requested service award. (Doc. 222-4 ¶¶ 14–17)

The Court finds that Class Counsel's request for $1,821,724.88 in attorneys' fees is reasonable under the prevailing standard in the Ninth Circuit for the approval of fee awards for injunctive-relief-only class settlements. *Campbell v. Facebook, Inc.*, 951 F.3d 1106 (9th Cir. 2020); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998). Here, Class Counsel devoted substantial time and labor to this Lawsuit on a contingency basis over four years of hard-fought litigation. *See* Doc. 222-4 ¶¶ 3–12. The Court finds Class Counsel's "lodestar multiplier of approximately 1.7" (Doc. 222-4 ¶ 13) reasonable in light of the significant and valuable relief to the Class, rendered as against Walmart, one of the world's largest retailers, especially in light of the novel and difficult legal questions raised by this Lawsuit.

Lastly, the Court finds Class Counsel's out-of-pocket expenses incurred in the amount of $13,275.12 were reasonable and in furtherance of the litigation.

X. AUTHORIZATION TO PARTIES TO IMPLEMENT AGREEMENT AND MODIFICATIONS OF AGREEMENT

By this Order, the Parties are hereby authorized to implement the terms of the Settlement Agreement. After the date of entry of this Order, the Parties may by written agreement effect such amendments, modifications, or expansions of the Settlement Agreement and its implementing documents (including all exhibits thereto) without further approval by the Court if such changes are consistent with the terms of this Order and do not materially alter, reduce, or limit the rights of the Rule 23(b)(2) Settlement Class Members under the Settlement Agreement.

XI. FINAL JUDGMENT, VACATUR, AND DISMISSAL WITH PREJUDICE

By operation of this Order, this matter is hereby dismissed with prejudice. The Court also hereby vacates its prior rulings on Defendants' Motions to Dismiss (including the United States Magistrate Judge's prior findings and recommendations) and the Parties' motions for summary judgment. *See* ECF Nos. 31, 32, 119, 160, 167, 184, 205. By virtue of this Order, the vacated rulings will have no legal or persuasive effect on any other court or tribunal.

Accordingly, **IT IS HEREBY ORDERED** that the Parties' Joint Motion to Approve Settlement Agreement of Class Action, Class Certification, Plan Notice, and Class Counsel's Attorneys' Fee Award (Doc. 223) is **GRANTED**. The above-entitled action is dismissed with prejudice as fully and finally settled and compromised.

The Clerk is directed to close this matter.

DATED this 27th day of July 2026

Brian Morris, Chief District Judge
United States District Court