

Settlement, the exhibits to the Settlement, the submissions in support of preliminary approval of the Settlement, and the record of proceedings, and now finds that the proposed Settlement should be preliminarily approved pending notice to Class Members and a final hearing on whether the Settlement is fair, reasonable, and adequate to the Class.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiffs and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that, solely for the purposes of settlement and notice, the requirements of Rule 23(A) and 23(B)(3) of the Indiana Rules of Trial Procedure have been met, specifically:
 - a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
 - b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit;
 - c. The Plaintiffs’ claims are typical of the claims of the

class;

- d. The Plaintiffs and Class Counsel will fairly and adequately protect the interests of the classes;
- e. Questions of law and fact common to the class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.

- 4. The Court therefore **CERTIFIES** the following Plaintiff Class:

Those current and former customers of STAR who were charged and not refunded an APSN Fee during the Class Period.

An “APSN Fee” is an overdraft fee that STAR charged and did not refund during the Class Period on signature-based point-of-sale debit card transactions where there was a sufficient balance at the time the transaction was authorized, but an insufficient balance at the time the transaction was presented to STAR for settlement and posted to a customer’s account. The “Class Period” is March 18, 2011 through June 30, 2024. The Court appoints Plaintiffs as Class Representatives and their counsel as Class Counsel.

- 5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate settlement

between the Class and Defendant under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions of the Settlement that are triggered by such preliminary approval.

6. The proposed Notice of Class Action Settlement in the form attached to the Settlement, and the manner of distribution of such Notice by email and/or direct mail, are hereby approved by this Court as the best notice practicable to the Class. The form and manner of notice proposed in the Settlement comply with Rule 23 of the Indiana Rules of Trial Procedure and the requirements of Due Process.

7. Pursuant to Rule 23 of the Indiana Rules of Trial Procedure, a final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned on November 19, 2024, at 2:00 p.m. , Room 316 of the undersigned Judge, Allen Superior Court No. 2, 715 S. Calhoun Street, Fort Wayne, IN 46802, or by videoconference or telephone conference (if later set for such by the Court), for the purpose of: (a) determining whether the Settlement is

fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees and costs pursuant to Rule 23 of the Indiana Rules of Trial Procedure. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. The Settlement Administrator shall email and/or mail, or cause to be sent to each Class Member (in accordance with the Settlement Agreement) no later than thirty (30) days from the date of this Order, a copy of the Notice in the form attached to the Settlement. Notice shall be sent in the manner set forth in the Settlement.

9. Class Members shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must: (i) state that the Class member wishes to "opt-out" or request "exclusion" from the Class; (ii) contain the full name, current address, and telephone number of the person requesting exclusion; (iii) contain

the title of the Lawsuit: “*Decker v. Star Financial Group, Inc.*;” (iv) be signed by the person requesting exclusion; and (v) be sent to the Settlement Administrator by U.S. mail with a postmark on or before the Bar Date to Opt-Out as defined in the Settlement. Members of the Class who submit a timely and valid request for exclusion from the Class shall not participate in and shall not be bound by the Settlement. Members of the Class who do not timely and validly opt out of the Class in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

10. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the Lawsuit: “*Decker v. Star Financial Group, Inc.*” with the case number (iii) state the reasons for the Class member’s objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the Class member intends to offer in support of the objection; (v) be signed by the Class member; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than the Bar Date to Object as defined in the Settlement

Agreement to the Settlement Administrator. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she must file with the Court and serve on Class Counsel and Counsel for the Defendant a Notice of Intention to Appear before the Final Approval Hearing.

11. Any member of the Settlement Class who does not make his or her objection known in the manner provided in the Settlement and Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement.

12. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention, and must meet the requirements of the Indiana Rules of Civil Procedure.

13. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly

admitted to practice law before the Allen County Superior Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant in accordance with the Indiana Rules of Trial Procedure.

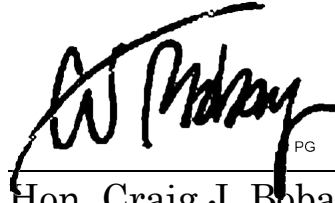
14. Prior to filing of the motion for final approval, the Settlement Administrator shall prepare a Notice of Settlement Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement, and the Settlement Administrator shall promptly forward a copy of the Notice of Settlement Exclusions to Class Counsel and Defense counsel, who shall provide the information to the Court.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Plaintiffs and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

16. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED on:

August 5, 2024

A handwritten signature in black ink, appearing to read 'Craig J. Bobay', written over a horizontal line. The signature is stylized and cursive.

Hon. Craig J. Bobay
Judge, Allen Superior Court

Distribution to all counsel of record via IEFS.