

21.

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY, SS

SUPERIOR COURT

DOCKET NO. 2480CV0041

BENJAMIN SULLIVAN, LAUNDRY PARTY
LLC, and DEIRDRE ZABAWA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

FLORENCE BANK,

Defendant.

PRELIMINARY APPROVAL ORDER

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Plaintiffs Benjamin Sullivan, Laundry Party LLC, and Deirdra Zabawa (collectively, “Plaintiffs” or “Class Representatives”), and Defendant, Florence Bank, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiffs have moved the Court to certify for settlement purposes only the Settlement Class under Massachusetts Rules of Civil Procedure 23(a) and (b); to grant preliminary approval to the Settlement under Massachusetts Rule of Civil Procedure 23(c); to approve the form and method for giving notice of the proposed Settlement to the Settlement Class; and to schedule a final approval hearing on the Settlement after the deadline to object to the Settlement has passed. Defendant does not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant (together, the “Parties”) in the above-captioned case.

3. The Court finds that, solely for the purposes of settlement and notice, the requirements of Massachusetts Rules of Civil Procedure 23(a) and (b) 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 relating to the Fees;
- c. The claims of the Class Representatives are typical of the claims of the Class because they arise from the same Fee practices;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class;
- e. Questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, as the claims center on the practices regarding the Challenged Fees; and
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the claims are numerous but each claim individually is not large.

4. The Court therefore **CERTIFIES** the following Settlement Classes for settlement purposes only:

Retry Class: All Florence Account holders who were charged one or more Retry Fees during the Class Period for Retry Fees.

APSN Class: All Florence Account holders who were charged one or more APSN Fees during the Class Period for APSN fees.

The Class Period for Retry Fees is April 12, 2018, through February 12, 2024. The Class Period for APSN Fees is April 12, 2018, through June 5, 2023. The Challenged Fees are (1) Overdraft fees and NSF fees incurred on an item that had previously incurred an NSF Fee (“Retry Fees”); and (2) Overdraft fees incurred on debit card transactions that were authorized with a positive account balance and settled with a negative account balance (“APSN Fees”). Excluded from the

Class are Defendant's current and former officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns, along with all judges who have presided over this matter and their immediate families and judicial staff. The Court appoints Benjamin Sullivan, Laundry Party LLC, and Deidre Zabawa as Class Representatives, and the Court appoints CohenMalad, LLP; Stranch, Jennings & Garvey, PLLC; Gibbs Mura LLP; Troutman & Judge, LLC; and Ketterer, Browne & Associates, LLC, as Class Counsel.

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Verita Global as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement. Ankura Consulting is authorized to be paid for services as provided in the Settlement. Subject to approval of invoices by Class Counsel, the Settlement Administrator is authorized to be paid for services as provided in the Settlement.

7. A final approval hearing (the "Final Approval Hearing") shall be held before the undersigned at 2:00 o'clock, on October 6, 2026, at Hampshire Superior Court, 15 Gothic Street, Northampton, MA 01060, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Agreement 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 expenses and any service awards

from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Classes, 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. Class Members shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the notices included in the Settlement Agreement. If the Class Member or their Counsel wishes to speak at the Final Approval Hearing, they should comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement Agreement.

9. Any Class Member who does not make their objection known in the manner provided in the Settlement Agreement 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 Agreement.

10. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement 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.

11. 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 this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

12. Prior to the deadline for objecting to the Settlement, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials.

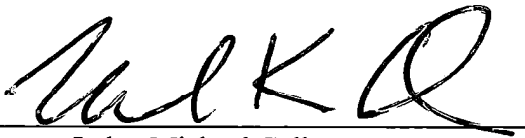
13. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the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

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

SO ORDERED.

Dated:

6/22/26



Judge Michael Callan