

**IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO**

KIRT BANISTER, Individually and on behalf of all others similarly situated,)	CASE NO. 2022 CV 00214
)	
Plaintiff,)	JUDGE JOHN M. DURKIN
)	
v.)	Courtroom No. 4
)	
THE FARMERS NATIONAL BANK OF CANFIELD D/B/A FARMERS NATIONAL BANK,)	
)	
Defendant.)	

**ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED CLASS
SETTLEMENT AND DIRECTING NOTICE TO PROPOSED SETTLEMENT CLASS.**

The parties have agreed, subject to Court approval, following notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions set forth in the Settlement Agreement (“Settlement Agreement”), which was filed with the Court as an attachment to the parties’ Joint Motion for Preliminary Approval of Class Action Settlement. Based upon the Settlement Agreement and all of the files, records, and proceedings in this case, the Court has conducted a preliminary examination of the Settlement Agreement and determined that the settlement appears to be fair, reasonable and adequate. The Court finds that it is appropriate to notify the Settlement Class, and to schedule a hearing to make a final determination whether to approve the Settlement Agreement.

Accordingly, IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement and the terms of the proposed settlement are preliminarily approved as fair, reasonable, and adequate.

In accordance with the terms of the Settlement Agreement, the Court hereby conditionally certifies the Settlement Class as: all residents of Ohio who were checking account holders of Farmers, and, from 2016 through August 25, 2023, were, on their Farmers checking account(s):

- a. Assessed an overdraft fee on a debit card transaction that was authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); or
- b. Assessed multiple fees on an item and/or retried item (“Retry Fees”); or
- c. Assessed fees as a result of a verification process for their account (“Verification Fees”).

2. The Court finds that the Members of the Settlement Class are so numerous that joinder of all members is impracticable. There are questions of law or fact common to the Members of the Settlement Class. The claims of the Class Representative are typical of the claims of the Settlement Class. The Class Representative will fairly and adequately protect the interests of the Settlement Class. The questions of law or fact common to the members of the Settlement Class predominate over the questions affecting only individual members. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy. The Class Representative shall be the representative of the Settlement Class for the purposes of implementing the settlement in accordance with the Settlement Agreement, and Lynn A. Toops of Cohen & Malad, LLP; and J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, PLLC are appointed as counsel for the Settlement Class (“Class Counsel”). In the event the Settlement Agreement terminates pursuant to its terms for any reason, the conditional certification of the Settlement Class pursuant to this Order shall be vacated automatically and shall be null and void, and this action shall revert to its status immediately prior to the execution of the Settlement Agreement.

3. The Notice of Proposed Settlement (“Notice”) is approved, in the postcard form and the E-Mailed form, also the long-form notice, attached to the Joint Motion as Exhibit 2. The Notice shall be considered to be an order of the Court, and the dates set forth therein shall govern this case and the Settlement Class, unless otherwise modified.

4. Pursuant to the terms of the Settlement, Farmers will, within three business days of entry of this Order, prepare and provide to the Settlement Administrator a Class Member List in readable electronic form. The list will specify those members of the Settlement Class whose email addresses are in Farmers’ possession and shall include those email addresses.

5. As soon as practicable, but no later than thirty (30) days after this Order on Preliminary Approval (“Order”), (a) the Settlement Administrator shall send the Notice to each Class Member whose email address it possesses, and, in the event any email is returned as undeliverable, will attempt to send the Notice to the last known mailing addresses of those Class Members; and (b) the Settlement Administrator shall mail to each Class Member not notified by email a Class Notice by first class mail, postage pre-paid, addressed to his or her last known address. The envelopes shall be marked “Forwarding Service Requested.” On or before fourteen (14) days prior to the Settlement Fairness Hearing, the Settlement Administrator shall provide Class Counsel with a declaration confirming that the Class Notice was mailed to Settlement Class Members, and the steps taken during the Notice process, and Class Counsel shall file the declaration with the Court. The costs and expenses of printing, preparing and mailing the Notice shall be paid by from the Monies Available for Settlement.

6. Any member of a Settlement Class who desires to be excluded from a Settlement Class must mail by no later than thirty days (30) after first Mailing of the Notice, a written request for exclusion addressed to the Settlement Administrator as described in the Notice. The request shall otherwise include all other information listed in the Notice. No request

for exclusion will be valid unless all the information described above is included and it is timely postmarked. All such persons who properly mail requests for exclusion from a Settlement Class shall not be Settlement Class member, shall not be bound by any terms or releases contained in the settlement, and shall have no rights with respect to the settlement and no interest in the settlement benefits or proceeds. Within ten (10) days after the deadline by which requests for exclusion must be submitted to the Settlement Administrator, the Settlement Administrator shall provide to Class Counsel and counsel for Farmers a list containing the names and addresses of those who have requested exclusion.

7. Objectors must file with this Court and serve, at the addresses of Class Counsel and counsel for Farmers appearing in the Notice, copies of their objections, together with proof of service, by no later than thirty days (30) after first Mailing of the Class Notice. The objections must state the name and number of this action and otherwise comply with the requirements as articulated in the Class Notice. No Settlement Class member shall be entitled to be heard at the Settlement Fairness Hearing and no objection shall be considered unless these requirements are satisfied.

8. Any member of the Settlement Class who is not excluded from the Settlement Class and who objects to the approval of the proposed settlement may appear at the Settlement Fairness Hearing in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate.

9. Any Settlement Class member who does not make his objection to the settlement in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

10. The mailing or emailing of the Class Notice as directed in this Order and in the Settlement Agreement constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Settlement Class.

11. All discovery and other pretrial proceedings in this action are stayed and suspended until further order of this Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

12. A hearing (the "Settlement Fairness Hearing") shall be held on July 11, 2024, at 10:00 a.m./p.m. to determine whether the proposed settlement of this Action is fair, reasonable, and adequate and should be approved. The Settlement Fairness Hearing described in this paragraph may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. After the Hearing, the Court may enter a Final Approval Order and Final Judgment approving the settlement in accordance with the Settlement Agreement that will adjudicate the rights of all class members.

13. In the event that the proposed settlement as provided in the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Final Approval Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms, then the Settlement Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who shall be restored to their respective positions as of the date of the execution of the Settlement Agreement, and the Settlement Administrator shall return to Farmers the Monies Available For Settlement tendered by Farmers, plus the interest accrued thereon, less the cost of notice that may have already been incurred.

IT IS SO ORDERED.

DATED: 3/13, 2024



JUDGE JOHN M. DURKIN