

IN THE CHANCERY COURT OF TENNESSEE  
FOR THE TWENTIETH JUDICIAL DISTRICT  
AT NASHVILLE

<b>DOLLIE GRAVES, on behalf of herself</b>	)	
<b>and all others similarly situated,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No 19-475-II</b>
v.	)	
	)	
<b>OLD HICKORY CREDIT UNION,</b>	)	
	)	
<b>Defendant.</b>	)	

**FINAL APPROVAL ORDER**

WHEREAS, Plaintiff Dollie Graves and Defendant Old Hickory Credit Union, by their respective counsel, entered into the Class Action Settlement Agreement ("Settlement"); and

WHEREAS, Plaintiff and Defendant applied pursuant to Rule 23 of the Tennessee Rules of Civil Procedure for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement;

WHEREAS, this Court previously certified the following class (the "Class"): All persons who were assessed an Overdraft Fee based on their Available Balance for a debit card or ATM transaction between January 1, 2013 and December 31, 2018 when their Ledger Balance was positive.

WHEREAS, on May 13, 2019, the Court entered an order preliminarily approving the Settlement, approving the forms of notice of the Settlement to Class Members, directing that appropriate notice of the Settlement be given to Class

Members, and scheduling a hearing on final approval (the "Preliminary Approval Order");

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) Class Counsel caused the Notice of Class Action Settlement to be emailed or mailed by United States First Class Mail to all known members of the Class; and (2) the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to the emailed and mailed notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of the names of the Class Members and the names of those persons who submitted valid requests for exclusion from the Class;

WHEREAS, on August 19, 2019, at 9:00 a.m., this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the "Fairness Hearing"); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Fairness Hearing; having considered all of the files, records and proceedings in the Lawsuit, the benefits to the Class under the Settlement and the risks, complexity, expense and probable duration of further litigation; and being fully advised in the premises;

**THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

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 Plaintiff and Defendant in this case (the "Parties").
3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.
4. The Plaintiff and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement.
5. The Settlement is the product of good faith, arm's-length negotiations by the Plaintiff and Class Counsel, and Defendant and its counsel, and the Class and Defendant were represented by capable and experienced counsel.
6. The form, content, and method of dissemination of the notice given to members of the Class-individual emailed or mailed notice-were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 and Due Process.
7. The Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class, and is approved in all respects. The Court hereby directs the Plaintiff, the Class, Class Counsel, Defendant, and Defendant's counsel to effectuate the Settlement according to its terms.
8. The Settlement Agreement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for

the Settlement Fund set forth in the Settlement Agreement, and the parties are authorized to implement that distribution after deductions for fees, expenses, costs and service awards as approved by the Court.

9. The Court shall have continuing jurisdiction over the Settlement Fund.

10. Upon the occurrence of the Effective Date of the Settlement, all Class Members release all claims of any kind or nature that have been or could have been asserted against Defendant and all of its current and former parents, subsidiaries, affiliates, officers, directors, stockholders, employees, administrators, assigns, agents, attorneys, and representatives relating to overdraft charges based on Available Balance for a debit card or ATM transaction when the Ledger Balance was positive.

11. Upon the occurrence of the Effective Date of the Settlement, the Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative, any Class Member, or Class Counsel relating to overdraft charges based on Available Balance for a debit card or ATM transaction when the Ledger Balance was positive, or the filing or prosecution of the Lawsuit relating to such claims.

12. The above-captioned Lawsuit is hereby dismissed without assessment of costs or attorneys' fees against any party.

13. This Order is a final judgment because it disposes of all claims against all parties to this Lawsuit. The Court retains jurisdiction over the Settlement

Agreement, the parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

14. To the extent the court costs assessed by the Clerk and Master have not already been paid by the Plaintiff with the filing fee, such court costs shall be paid out of the proceeds of the settlement as provided in the Settlement Agreement.

**THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.**

Dated:

*s/ Anne C. Martin*

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Chancellor, Davidson  
County Chancery Court

Submitted for Entry,

/s/J. Gerard Stranch, IV

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 19, 2019 a copy of the above document has been served upon the following persons by Electronic Mail and/or United States mail first class to:

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*/s/J. Gerard Stranch, IV*  
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J. Gerard Stranch, IV