STATE OF CONNECTICUT

DOCKET NO. UWY-CV22-6069344-S	:	**SUPERIOR COURT**
PAUL O'NEAL, on behalf of himself and all others similarly situated,	:	**JUDICIAL DISTRICT OF WATERBURY AT WATERBURY**
Plaintiff,	:	
v.	:	
CHELSEA GROTON BANK,	:	
Defendant.	:	**January 12, 2024**

PLAINTIFF'S MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND ENTRY OF JUDGMENT

Plaintiff moves for final approval of a proposed class action settlement with Defendant, the terms and conditions of which are set forth in the Settlement Agreement and Release[1] (the "Agreement" or "Settlement"), which is attached to the Declaration of Sophia G. Gold ("Gold Decl., " previously filed with the Court on 10/11/23) as Exhibit 1. Defendant does not oppose the relief sought in this motion.

The Court previously granted preliminary approval of the Settlement, which is valued at $166,318, conditionally certified the settlement class, and approved the proposed Notice program. Since that Order, the Parties and the Settlement Administrator have worked to satisfy all conditions of the Court's Order and the Agreement, which includes the filing of the instant motion.

The Settlement has been well-received by the Settlement Class. The culmination of the Notice period has thus far resulted in approximately 1,593 Settlement Class Members who will

[1] The capitalized terms used herein are defined and have the same meaning as used in the Agreement unless otherwise stated.

directly receive an Individual Payment. To date, **zero** Settlement Class Members have objected the Settlement and **zero** Settlement Class Members have opted out of the Settlement.

In light of the excellent result achieved for the Settlement Class and the overwhelmingly positive response to the Settlement, Plaintiff now respectfully requests that the Court grant final approval of the Settlement, finding it to be fair, adequate, and reasonable; enter the Proposed Final Approval Order and Judgment approving the Settlement; and grant the separate requests for attorneys' fees and costs, the Settlement Administrator's fees and costs, and the service award for Named Plaintiff.[2]

I. BACKGROUND

A. Brief Overview of the Litigation and the Settlement Process

On November 30, 2022, Plaintiff filed a putative class action complaint in Connecticut Superior Court constituting the captioned case. The complaint alleged claims for breach of contract, including breach of the covenant of good faith and fair dealing, arising from Defendant's practice of charging Multiple Fees, including NSF Fees and Overdraft Fees ("OD Fees"), on a single item in contravention of Defendant's account agreement. Plaintiff sought monetary damages, restitution, and injunctive and declaratory relief from Defendant on behalf of himself and all similarly situated individuals.

The Parties engaged in extensive informal discovery, including the exchange of certain aggregate and transactional data regarding potential classwide damages. Plaintiff used an expert consultant to review the data and analyze estimated damages. After arms-length settlement discussions over the course of several months, the Parties agreed to settle this action. (Gold Aff.,

[2] On December 8, 2023, Plaintiff submitted a separate motion for attorneys' fees, costs, and service awards, which is incorporated by reference.

¶¶ 6, 11.) The Parties then finalized a full Settlement Agreement and Release, as well as Class Notices, before filing a motion for preliminary approval with the Court.

The Court granted preliminary approval of the Settlement in October 2023. In compliance with that Order, the Settlement Administrator has since implemented and completed the Notice program, Plaintiff filed its Unopposed Motion for Attorneys' Fees, Costs, and Service Award, and Plaintiff now seeks final approval with the filing of the instant motion as directed by the Court. Both motions are ripe for adjudication at the February 26, 2024 Final Approval Hearing.

B. The Key Terms of the Preliminarily Approved Settlement

The Settlement includes the following key terms:

- The Parties agree to certification of the Settlement Class, which is defined as follows: "[A]ll consumer deposit account customers of Chelsea Groton Bank to whom Chelsea Groton Bank, during the Class Period, assessed Multiple Fees which were not refunded";[3]

- Defendant will pay $166,318 into a Settlement Fund (from which the following will be paid: reasonable attorneys' fees and costs; any approved Service Award to Plaintiff; the Settlement Administrator's fees and costs; and payments to Class Members);

- The Settlement Fund will be distributed directly to Class Members by account credit or check, with no need to submit a claim or take any action;

- Any Settlement Funds constituting uncashed checks or residual amounts will not revert to Defendant but will instead be either distributed to Class Members in a second distribution or paid to an appropriate *cy pres* recipient proposed by the Parties and approved by the Court; and

- If ultimately approved, the Settlement will resolve this litigation.

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[3] Pursuant to the Agreement, the "'Class Period' means the time period from November 20, 2016 until March 1, 2022." Settlement § II(11).

Excluded from the Settlement Class are Chelsea Groton Bank, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class Members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members. *Id.* § II (43).

Review of the specific details of the proposed Settlement indicates that it treats all Class Members fairly and equally.

C. Notice Dissemination and the Anticipated Distribution

On December 8, 2023, KCC, the Settlement Administrator, commenced the Court-approved Notice program. *See* Declaration of Annette Kashkarian, attached hereto as Exhibit 1, at ¶¶ 3, 5, and 7. Three components of the program were implemented.

First, KCC disseminated notice to 1,593 Settlement Class Members in total. Kashkarian Decl. ¶¶ 3, 6. This included initially sending Postcard Notice to 366 Class Members (*id.* ¶ 3) and sending Email Notice to 1,227 Class Members (*id.* ¶ 5). Forty-five of the initial 366 Postcard Notices to Class Members were returned for undeliverable addresses, and of that 45, KCC was able to send out 8 notices to forwarding addresses. *Id.* ¶ 4. One hundred and one of the initial 1,227 Email Notices bounced back. *Id.* ¶ 6. KCC subsequently sent all of these Class Members Postcard Notice. *Id.*

Second, the website (www.OnealOverdraftFeesSettlement.com) dedicated to the settlement went live. Kashkarian Decl. ¶ 7. Website visitors of the website can download copies of the Agreement, the Long Form Notice, and other case-related documents. *Id.*

Third, the toll-free hotline dedicated to the settlement became operational. *Id.* ¶ 8. Potential Class Members can call the telephone number for information about the settlement and obtain assistance from a live operator. *Id.* As of January 8, 2024, there have been 6 calls to the hotline. *Id.*

To date, approximately 1,593 Class Members are set to receive payment either in the form of an account credit via direct deposit into the account holders' accounts or by check to former account holders.

D. Class Reaction to the Notice: Opt-Outs and Objectors

The Agreement provides a procedure for Class Members to exclude themselves from the Settlement by sending a letter by mail to the Settlement Administrator postmarked on or before the Exclusion Deadline of December 28, 2023. As of January 9, 2024, KCC has received **zero** requests for exclusion. Kashkarian Decl. ¶ 9.

The Agreement also provides a procedure for Class Members to object to the Agreement by the Objection Deadline of December 28, 2023. As of January 9, 2024, KCC has received **zero** objections to the settlement. *Id.* ¶ 10.

II. ANALYSIS

Courts generally utilize a two-step approach in class actions to the settlement approval process. This approach is used widely by federal and state courts across the country. *See, e.g.*, *In re Tyco Int., Ltd. Multidistrict Litig.*, 535 F. Supp. 2d 249 (D.N.H. 2007); *Hawkes ex. Rel. Hawkes v. Comm. of NHDHHS*, No. 99-143-JD, 2004 WL 166722 (D.N.H. Jan. 23, 2004); *Fortin v. Ajinomoto U.S.A., Inc.*, No. 022345C, 2005 WL 3739852 (Mass. Super. Dec. 15, 2005); Herbert Conte, *Newberg on Class Actions*, §§ 11.25 and 13:64; Manual for Complex Litigation, Fourth, § 21.632 (2004).

The first step was the preliminary approval phase, where the Court reviewed the proposed settlement for obvious deficiencies, scheduled a formal fairness hearing, and approved the Notice plan. The remaining step is the final approval phase, which entails the February 26, 2024 fairness hearing at which the Court considers the arguments presented herein and any necessary evidence. There are no objections to consider.

Here, final approval is appropriate because as discussed below, the Settlement is fair, adequate, and reasonable and satisfies each of the criteria to be examined under Connecticut law and federal due process considerations.[4]

A. The Notice Program Satisfied Due Process and Connecticut Law

The Court is charged with ensuring that notice to the Class satisfies basic due process concerns, which entitle class members to notice of the proposed settlement and an opportunity to be heard if they so choose. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). The specific mechanics of the notice process "are left to the discretion of the court subject only to the broad 'reasonableness' standards imposed by due process." *Grunin v. International House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975).

Connecticut Practice Book § 9.9(a)(2)(B) provides some guidance:

> For any class certified under Section 9-8(3), the court must direct to class members the best notice practicable under the circumstances, including individual notice to

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[4] The Supreme Court of Connecticut has recognized that its "jurisprudence governing class action certification is relatively undeveloped" and that Connecticut's "'class action requirements . . . are similar to those applied in federal courts.'" *Collins v. Anthem Health Plans*, 266 Conn. 12, 32 (Supreme Ct. 2003) (quoting *Rivera v. Veterans Memorial Medical Center*, 262 Conn. 730, 337-38 (Supreme Ct. 2003)). Therefore, Connecticut courts "'look to federal case law for guidance in construing [Connecticut's] class certification requirements.'" *Id.* at 33 (quoting *Rivera*, 262 Conn. at 337-38).

More specifically, because the class action requirements set forth in Connecticut's Practice Book are similar to those applied in the federal courts, Connecticut courts "look to federal law for guidance in interpreting and applying [Connecticut's] class action rules." *Gray v. Foundation Health Systems, Inc.*, No. X06CV990158549S, 2004 WL 945137, at *1 (Superior Ct. Apr. 21, 2004) (citing *Collins*, 266 Conn. at 12). Reference to such federal court decisions regarding approval of class action settlements has been deemed "especially appropriate in light of the dearth of Connecticut appellate authority on the issue." *Id.* Accordingly, Plaintiff has cited to federal authority as helpful herein.

> all members who can be identified through reasonable effort. The notice must concisely and clearly state in plain, easily understood language:
>
> > (i) the nature of the action;
> > (ii) the definition of the class certified;
> > (iii) the class claims, issues or defenses;
> > (iv) that a class member may enter an appearance through counsel if the member so desires;
> > (v) that the court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded; and
> > (vi) the binding effect of a class judgment on class members under Section 9-8(3).

Application of this here supports that the notice approved by the Court and executed by the Parties and the Settlement Administrator was sufficient.

Here, the Notices were written in plain English, were of reasonable length, and included the following: (i) a description of the case; (ii) a description of the class; (iii) a description of the proposed settlement; (iv) a statement of the amount of attorneys' fees that may be sought by class counsel; (v) the fairness hearing date and a description of the hearing; (vi) a statement regarding eligibility to appear at the hearing; (vii) a statement of the deadlines for filing objections to the settlement and for submitting a claim; (viii) a statement of options, including the option to be excluded from the class and (ix) how to obtain further information. Further information was then made available via a settlement website and a dedicated toll-free hotline staffed by live operators.

The approved Notice program implemented here was therefore meaningful and met or exceed notice protocols approved in other class action cases.[5] Consequently, the Notice provided

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[5] *See, e.g., Shepherd Park Citizens Ass'n v. Gen. Cinema Beverages of Washington D.C., Inc.*, 584 A.2d 20, 22 (D. Columbia 1990) (settlement notice published in The Washington Post deemed sufficient notice in indirect purchaser case involving soft drink consumers in Washington, D.C.); *Carlough v. Amchem Prods., Inc.*, 158 F.R.D. 314, 325 (E.D. Pa. 1993) (approving notice employing lists of potential class members and a publication and advertising campaign).

here and the results obtained support final approval. *See Tyco*, 535 F. Supp. 2d at 2598 (notice plan that involved efforts at mailing the claim packets to class members, publication notice in eight national and regional newspapers, and a website and toll-free telephone hotline supported final approval of settlement).

B. The Settlement is Fair, Adequate, and Reasonable

In determining whether a proposed class action settlement should be approved under Connecticut law, the fundamental inquiry is whether, regarded as a whole, the settlement is fair, adequate, and reasonable, and not a product of collusion. *See e.g., Gray*, 2004 WL 945137, at *1 (citing *Joel A. v. Giuliani*, 218 F.3d 132, 138 (2d Cir. 2000)).

In fact, courts often presume a proposed settlement is fair, adequate, and reasonable when it is the result of arm's-length negotiations by experienced counsel after discovery. *Gray*, 2004 WL 945137, at *1 (Sup. Ct. Apr. 21, 2004); *see also Nilsen v. York Cty.*, 382 F. Supp. 2d 206, 212 (D. Me. 2005); *In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197, 207 (D. Maine 2003)); *M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 822 (D. Mass. 1987) ("Where, as here, a proposed class settlement has been reached after meaningful discovery and, after arm's length negotiation, conducted by capable counsel, it is presumptively fair." (footnote omitted)); *In re Minolta Camera Prods. Antitrust Litig.*, 668 F. Supp. 456, 460 (D. Md. 1987); Newberg § 11.41, at 11-88.

As noted above, the Parties engaged in informal discovery and an extended period of analysis of the data obtained from Defendant by Plaintiff's expert consultant. The analytic process and extensive arm's-length negotiations took an extended period of time, as well as negotiation over the specific wording of various Settlement provisions. This even resulted in several necessary extension requests. Connecticut courts have recognized that where, as here, the parties engaged

in the informal exchange of discovery related to the claims and used these documents to come to a negotiated resolution, it can be concluded that counsel sufficiently determined the worth of the claims involved. *See, e.g., Gray*, 2004 WL 945137, at *6.

The resulting proposed settlement fund comprises approximately 75% of the classwide damages. Gold Decl. ¶ 10. This Settlement either meets or exceeds many court-approved recoveries in overdraft fee class actions nationwide. *See, e.g., Bodnar v. Bank of Am., N.A.*, No. 14-3224, 2016 WL 4582084, at *4 (E.D. Pa. Aug. 4, 2016) (praising as "outstanding" and "a significant achievement," a cash fund providing between 13 and 48 percent of the maximum damages); *In re Checking Account Overdraft Litig.*, No. 1:09-MD-02036-JLK, 2015 WL 12641970, at *1 (S.D. Fla. May 22, 2015) (approving settlement providing 35% of the most probable aggregate damages); *Hawthorne v. Umpqua Bank*, No. 11-cv-06700-JST, 2015 WL 1927342, at *3 (N.D. Cal. Apr. 28, 2015) (approving settlement of approximately 38% of damages); *Torres v. Bank of Am.*, 830 F. Supp. 2d 1330, 1346 (S.D. Fla. 2011) (approving settlement of between 9 and 45 percent of the total potential damages); *Trombley v. Nat'l City Bank*, 826 F. Supp. 2d 179, 198 (D.D.C. 2011) (approving overdraft settlement with recovery range of 12 to 30 percent as "within the realm of reasonableness"); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 583 (N.D. Ill. 2011) (approving settlement representing 10% of potential recovery).

When compared with the risks of continued litigation, the value of the Settlement here is an astounding recovery in the opinion of counsel. The judgment of experienced and informed counsel in supporting a settlement is often afforded considerable weight.[6] Recognized as an

[6] *See, e.g., Trief v. Dun & Bradstreet Corp.*, 840 F. Supp. 277, 281 (S.D.N.Y. 1993) ("absent evidence of fraud or overreaching, [courts] consistently have refused to act as Monday morning quarterbacks in evaluating the judgement of counsel"); *Fisher Bros. v. Cambridge-Lee Indus., Inc.*, 630 F. Supp. 482, 488 (E.D. Pa. 1985) (the view of the attorneys actively conducting the litigation, while not conclusive, "is entitled to significant weight"); *Ellis v. Naval Air Rework Facility*, 87

important factor in granting final approval, the judgment of experienced counsel and the arm's length nature of the settlement negotiations can have only greater importance where, as here, the parties seek only preliminary approval.

Legitimate disputes exist as to many legal issues, including, for example, damages and certification of a class for trial. The Parties naturally dispute the strength of Plaintiff's case, and the Settlement reflects the Parties' compromise of their assessments of the worst-case and best-case scenarios, weighing the likelihood of various potential outcomes. This case is complex, carries significant risks for all parties as to both legal and factual issues, and would consume a great deal of time and expense if the parties litigated it to the end.

The settlement of this action now assures that Class Members will receive compensation for a significant portion of their alleged losses relatively soon, rather than years from now or not at all.

At the formal fairness hearing, the Court will be in a position to evaluate fully the relevant factors with the benefit of detailed submissions by the settlement's proponents and any potential opponents. Such factors typically include: "(1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of the proposed settlement outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the proposed settlement is fair and reasonable." *Fortin*, 2005 WL 3739852, at *2; *see also* 6 Newberg § 18.58, at 210-14 (factors considered at fairness hearing include likelihood

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F.R.D. 15, 18 (N.D. Cal. 1980) ("the fact that experienced counsel involved in the case approved the settlement after hard-fought negotiations is entitled to considerable weight."); *aff'd*, 661 F.2d 939 (9th Cir. 1981); *Cotton v. Hinton*, 559 F.2d 1326, 1339 (5th Cir. 1977) ("absent a finding of fraud or collusion," the Court should be hesitant to substitute its own judgment for that of counsel."); *see generally* Newberg, § 11:47.

of recovery; recommendations and experience of counsel; amount and nature of discovery; future expense and likely duration of litigation; and number of objectors and quality of objections).

These factors all heavily favor approval of the Settlement, which is the product of intensive, arm's-length negotiations. Gold Decl. ¶ 11. Further, the negotiations were conducted by attorneys who are highly experienced in prosecuting, defending, and settling consumer class actions. Gold Decl. ¶ 12. As such, the proposed Settlement in this case is entitled to a presumption of fairness, adequacy, and reasonableness.

C. Certification is Appropriate under Connecticut Law

Before it can grant final approval, the Court must confirm that all the requirements of the Connecticut Practice Book § 9.7 are met: " (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class." In addition, Connecticut Practice Book § 9.8 requires that the action satisfy certain criteria involving separate actions, the appropriateness of class relief, and predominance.

The Supreme Court of Connecticut has held that "[d]oubts regarding the propriety of class certification should be resolved in favor of certification." *Collins v. Anthem Health Plans*, 266 Conn. 12, 25 (Supreme Ct. 2003) (quoting *Rivera*, 262 Conn. at 743). The circumstances of this case again meet each one of the foregoing requirements for notice and settlement purposes.

1. Numerosity

Connecticut Practice Book § 9.7(1) requires that the proposed Settlement Class "is so numerous that joinder of all members is impracticable." Notably, "[t]he federal courts have repeatedly stated that there is no 'magic number' of class members that is required before

certification is granted." *Prive v. New HaHerempshire-Vermont Health Servs.*, No. 98-E-20, 1998 WL 375294, at *3 (N.H. Super. July 1, 1998) (citing *CV Reit, Inc. v. Levy*, 144 F.R.D. 690, 696 (S.D.Fla.1992); *Johns v. Rozet,* 141 F.R.D. 211, 216 (D.D.C.1992)). Thus, "[c]lass sizes may be as small as ninety members, *see Smith v. MCI Telecommunications Corp.,* 124 F.R.D. 665, 675 (D.Kan.1989), or number in the tens of thousands. *See Coleman v. Cannon Oil Corp.,* 141 F.R.D. 516, 521 (M.D.Ala.1992)." *Id.* "In making its determination, the court is encouraged 'to accept common sense assumptions in order to support a finding of numerosity.'" *Id.* (quoting *Wolgin v. Magic Marker Corp.*, 82 F.R.D. 168, 171 (E.D.Pa. 1979)). *See also* Alba Conte & Herbert Newberg, *Newberg on Class Actions* § 3:3, at 225 (4th ed.2002) ("a common sense approach is contemplated by Rule 23"). Here, there are 1,593 members of the Class, which readily satisfies the numerosity requirement of § 9-7(1). Gold Decl. ¶ 9; Kashkarian Decl. ¶ 2.

2. Commonality

Connecticut Practice Book § 9.7(2) requires as a prerequisite to a class action that "[t]here are questions of law or fact common to the class." Here, each of the members of the Settlement Class shares an issue with the other members, namely whether Defendant was permitted to charge Multiple Fees for each checking or ACH transaction, which satisfies the commonality requirement.

3. Typicality

Connecticut Practice Book § 9.7(3) requires that "[t]he claims or defenses of the representative parties are typical of the claims or defenses of the class." The Supreme Court of Connecticut has explained that "[t]he typicality requirement, as with most of the requirements for class certification, concerns whether 'the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence.'" *Collins*, 266 Conn. at 27 (quoting *General Telephone Co. of the Southwest v. Falcon*, 457 U.S. 147, 157 n. 13, 102 S. Ct.

2364 (1982)). In other words, the fact that "each class member would make 'similar legal arguments to prove the defendant's liability'" would satisfy the typicality requirement of § 9.7(3). *Collins*, 266 Conn. at 41 (quoting *Giuliani*, 218 F.3d at 376).

Here, as discussed above, the claims of Plaintiff and Class Members arise from the same practice and course of conduct by Defendant, namely Defendant's uniform practice of charging Multiple Fees on check and ACH transactions, and would involve the same core legal arguments. The typicality requirement is thus satisfied.

4. Adequacy of Class Representation

Connecticut Practice Book § 9.7(4) requires that "[t]he representative parties will fairly and adequately protect the interests of the class." This includes examining whether Plaintiff's interests are antagonistic to those of the other Class Members. *Collins*, 266 Conn. at 54.

Here, Plaintiff is a member of the Class and has no known interests antagonistic to the interests of the Class. He has assisted Class Counsel throughout the litigation, including by: (i) allowing Class Counsel to review his bank statements before filing suit; (ii) participating in interviews with Class Counsel; (iii) conducting an extensive search for relevant documents and evidence; (iv) keeping apprised of the case and conferring with Class Counsel throughout the litigation; and (v) agreeing to a class settlement that is in the best interests of the Class Members. Plaintiff has been integral to the case and has demonstrated his adequacy as Class Representative.

5. Prosecution of Separate Actions

Connecticut Practice Book § 9.8(1) asks whether the prosecution of separate actions by Class Members would create a risk of inconsistent adjudications or would dispose of the interests of other members who are not a party to the adjudications. In other words, the concern is that the

class action mechanism be superior to other available methods for the fair and efficient adjudication of the controversy between the Parties.

Here, the class mechanism is superior to other means of adjudicating the Class Members' claims because individual litigation could result in inconsistent or varying adjudications with respect to individual Class Members and could establish incompatible standards of conduct for Defendant, the party that would opposing the class in a contested-certification posture. Further, adjudication of individual Class Member claims, as a practical matter, would be dispositive of, substantially impair, or impede the interest of other members not party to the action.

A class action is also superior to other means of adjudicating the Class Members' claims here because it allows both the Parties and the Court to benefit from economies of scale and the final and consistent resolution of relatively small claims in one forum. Further, it is impracticable to bring Class Members' individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, or expense. Litigating the claims of nearly 1,600 Class Members would be infeasible because it would require presentation of the same evidence and expert opinions many times over.

6. <u>Appropriateness of Class Relief</u>

Connecticut Practice Book § 9.8(2) directs the Court to examine whether "the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole." Here, Defendant has applied its challenged Multiple Fees policy uniformly to the Class Members. Declaratory relief with respect to the Class as a whole is warranted. Moreover, Plaintiff and Class Counsel believe that the proposed Settlement discussed above

adequately compensates Class Members fairly for the harm they suffered and, in light of the risks of litigation, represent an excellent result for Class Members. Gold Decl. ¶ 8.

7. Predominance and Superiority

Connecticut Practice Book § 9.8(3) requires that the Court find "that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." This can include examination of the following criteria:

> (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be encountered in the management of class action.

Id. Here, whether Defendant's Multiple Fees practice constituted a breach of the member agreement is the dominant issue central to resolution of this case. This common question presents a significant aspect of the case and can be resolved uniformly as to all Class Members. There is no known other litigation concerning this controversy.

Moreover, concentrating resolution of all Class Members' claims at once here instead of in individual lawsuits promotes consistency and efficiency of adjudication. This is especially true because the Class Members have relatively small claims for potential damages and are unlikely to be able to afford an attorney to prosecute their claims on their own. Litigating the Class Members' claims against Defendant in this forum is likely the only way the Class Members' rights will be vindicated because many of them are likely not even aware of their claims.[7]

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[7] Because certification of a class for settlement purposes is at issue, the Court need not consider the manageability of the litigation. *See Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) ("Confronted with a request for settlement-only class certification, a district court need

8. Adequacy of Class Counsel

Connecticut Practice Book § 9.9(d) provides that "a court that certifies a class must appoint class counsel. An attorney appointed to serve as class counsel must fairly and adequately represent the interests of the class." This inquiry involves judicial consideration of the following criteria:

> (A) the work counsel has done in identifying or investigating potential claims in the action;
> (B) counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in the action;
> (C) counsel's knowledge of the applicable law; and
> (D) the resources counsel will commit to representing the class.

Connecticut Practice Book § 9.9(d)(1).

Here, Class Counsel have extensive experience litigating class actions nationwide, including litigating literally dozens of cases involving similar facts and the identical legal theory to those alleged in the complaint. Class Counsel thoroughly investigated and analyzed the claims, Defendant's liability, damages theories, and potential defenses. Class Counsel also reviewed extensive data files and only finalized the settlement after completing informal confirmatory discovery and having an expert consultant review the data. Class Counsel knowledgably evaluated the strengths and weaknesses of the claims, the suitability of the claims for class treatment, and the value of the Settlement. Class Counsel constitute adequate representation.

III. CONCLUSION

The same facts and arguments that prompted the Court to preliminarily approve the Settlement remain applicable, and the Parties have complied with the Notice plan previously approved by the Court as satisfying due process. There are no exclusions and no objections to the

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not inquire whether the case, if tried, would present intractable management problems.").

Settlement. Moreover, all factors applicable to certification and final approval support that the Settlement is fair, reasonable, and adequate.

Accordingly, Plaintiff respectfully requests that the Court grant final approval of the Settlement and enter the accompanying Proposed Final Approval Order and Judgment.

Dated: January 12, 2024

Respectfully submitted,

PLAINTIFF, PAUL O'NEAL, on behalf of himself and all others similarly situated

*/s/ Richard E. Hayber*_____
Richard E. Hayber
Hayber, McKenna & Dinsmore, LLC
750 Main Street, Suite 904
Hartford, CT 06106
Juris No. 426871
Tel: (860) 522-8888
Fax: (860) 218-9555
rhayber@hayberlawfirm.com
Attorney for Plaintiff

Jeffrey D. Kaliel
(CA Bar #238293, to be admitted *pro hac vice*)
Sophia G. Gold
(CA Bar #307971, to be admitted *pro hac vice*)
KALIELGOLD PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005
Tel: (202) 350-4783
jkaliel@kalielpllc.com
sgold@kalielgold.com

David M. Berger (to be admitted *pro hac vice*)
GIBBS LAW GROUP LLP
1111 Broadway, Suite 2100
Oakland, CA 94607
Tel: (510) 350-9700
dmb@classlawgroup.com

Shawn K. Judge
(OH Bar #0069493, admitted *pro hac vice*)
GIBBS LAW GROUP LLP
1554 Polaris Parkway, Suite 325
Columbus, OH 43240
Juris No. 444422
Tel: (510) 340-4217
skj@classlawgroup.com

Attorneys for Plaintiff and the Settlement Class

CERTIFICATION

I hereby certify that a copy of the above was mailed or electronically delivered on **January 12, 2024** to all counsel and pro se parties of record and that written consent for electronic delivery was received from all counsel and pro se parties of record who were electronically served:

Joseph V. Meaney, Jr.
125 Eugene O'Neill Drive, Suite 300
New London, CT 06320
jvmeaneyjr@gmail.com

*/s/ Richard E. Hayber*_____
Richard E. Hayber

EXHIBIT 1

STATE OF CONNETICUT SUPERIOR COURT JUDICIAL DISTRICT OF WATERBURY

PAUL O'NEAL, on behalf of himself and all others similarly situated Plaintiff, v. CHELSEA GROTON BANK, Defendant.	Docket No. UWY-CV22-6069344-S CLASS ACTION **DECLARATION OF ANNETTE KASHKARIAN RE: NOTICE PROCEDURES**

I, Annette Kashkarian, declare and state as follows:

1. I am a Director with KCC Class Action Services, LLC ("KCC"), located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement dated October 12, 2023, the Court appointed KCC as the Settlement Administrator in connection with the proposed Settlement of the above-captioned Action.[1] I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

CLASS LIST

2. On November 15, 2023, KCC received from Chelsea Groton Bank, data files of 1,593 accounts identified as the Class List. The Class List included first names, last names, mailing addresses, and email addresses. KCC formatted the list for mailing purposes, checked for duplicate records, of which none were found and processed the names and addresses through an NCOA. Through the NCOA cleanse, 179 physical addresses were updated while, 1,414 addresses were standardized by the NCOA.

MAILING OF THE NOTICE

3. On December 8, 2023, KCC caused the Postcard Notice to be mailed to 366 claimants to the names and mailing addresses in the Class List. A true and correct copy of the Notice is attached hereto to Exhibit A.

4. Since mailing the Postcard Notice to the Class Members, KCC has received a report of 45 addresses being returned as undeliverable. Through credit bureau and/or other public source databases, KCC performed address searches for these undeliverable notices and found 8 claimants with forwarding addresses, which KCC caused to be mailed right away.

EMAILING OF THE NOTICE

5. On December 8, 2023, KCC caused the Email Notice to be deployed to 1,227 claimants via email address. A true and correct copy of the Email Notice is attached hereto to

[1] All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Approval Order with Chelsea Groton Bank, (the "Settlement Agreement") and/or the Preliminary Approval Order.

Exhibit B.

6. Since emailing the Email Notice to the Class Members, KCC has received a report from the email vendor confirming that 1,126 emails were delivered without a notification of a bounce back, while 101 emails were reported as 'bounced back', causing KCC to mail Postcard Notices to the 101 claimants whose email results came back as 'unsuccessful.

SETTLEMENT WEBSITE

7. On or about December 8, 2023, KCC established a website, www.onealoverdraftfeessettlement.com dedicated to this matter. The website provides information to the Class Members and answers frequently asked questions. The website URL was agreed upon by plaintiff and defense counsel. Visitors of the website can download copies of the Long Form Notice and other case related documents, including the Settlement Agreement and the Preliminary Approval Order. A true and correct copy of the Long Form Notice is attached hereto as Exhibit C.

TELEPHONE HOTLINE

8. KCC established and continues to maintain a toll-free telephone number, 888-298-1102 for Class Members and answers frequently asked questions. The telephone hotline became operational on December 8, 2023 and is accessible Monday through Friday, 8:00 a.m. to 8:00 p.m. EST. As of January 8, 2024, KCC has received a total of 6 calls to the telephone hotline.

REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE

9. The Notice informs Class Members that requests for exclusion from the Class must be postmarked no later than December 28, 2023. As of the date of this declaration, KCC has received no requests for exclusions.

OBJECTIONS TO THE SETTLEMENT

10. The postmark deadline for Class Members to object to the settlement December 28, 2023. As of the date of this declaration, KCC has received no objections to the settlement.

I declare under penalty of perjury under the laws of the United States of America that the

foregoing is true and correct.

Executed on January 9, 2024 at Los Angeles, California.

Annette Kashkarian

Annette Kashkarian

EXHIBIT A

O'Neal v. Chelsea Groton Bank
Settlement Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130

LEGAL NOTICE

See other side for details.

VISIT THE SETTLEMENT WEBSITE BY SCANNING THE PROVIDED QR CODE

CHON

«3of9 barcode »
«BARCODE»
Postal Service: Please do not mark barcode

CHON «Claim Number»
«FIRST1» «LAST1»
«ADDRESS LINE 1» «ADDRESS LINE 2»
«CITY», «STATE»«PROVINCE» «POSTALCODE»
«COUNTRY»

COURT-ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You may be a member of the settlement class in *Paul O'Neal v. Chelsea Groton Bank*, in which the Plaintiff alleges that defendant Chelsea Groton Bank ("Chelsea Groton"), from November 20, 2016 to March 1, 2022, incorrectly assessed a second or third non-sufficient funds fee or overdraft fee after returning a check or a debit entry on an ACH payment for insufficient funds. Chelsea Groton denies any wrongdoing, but it has agreed to settle this case to avoid the burden, expense and inconvenience of further litigation. If you are a Class Member and if the settlement is approved, you may be entitled to receive a credit or a cash payment from the $166,318.00 fund established by the settlement. The amount of any credit or cash payment to which you are entitled will be determined by an independent settlement administrator and not by Chelsea Groton.

The Court has preliminarily approved this settlement. It will hold a remote Final Approval Hearing in this case on February 26, 2024 at 10:00 a.m. At that hearing, the Court will consider whether to grant final approval to the settlement, and whether to approve payment from the Settlement Fund of up to $2,500.00 as a service award to the Class Representative, and up to 1/3 of the Settlement Fund in attorneys' fees, plus reasonable expenses. If the Court grants final approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the settlement. In exchange, you will receive a cash payment or an account credit to you, as applicable.

To obtain more information and other important documents, please visit www.ONealOverdraftFeesSettlement.com. Alternatively, you may call 888-298-1102.

If you do not want to participate in this settlement—you do not want to receive a credit or cash payment, as applicable, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than December 28, 2023. You may learn more about the opt-out procedures by visiting www.ONealOverdraftFeesSettlement.com or by calling 888-298-1102. You may also object to this settlement by submitting an objection postmarked no later than December 28, 2023. The Final Approval Hearing will take place remotely on the record on February 26, 2024 at 10:00 a.m. Any objectors should contact Court Officer Ron Ferraro at Ronald.Ferraro@jud.ct.gov in advance of the hearing for the Microsoft Teams link to participate.

EXHIBIT B

Claim ID: {\var:ClaimID}

COURT-ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You may be a member of the settlement class in Paul O'Neal v. Chelsea Groton Bank, in which the Plaintiff alleges that defendant Chelsea Groton Bank ("Chelsea Groton"), from November 20, 2016 to March 1, 2022, incorrectly assessed a second or third non-sufficient funds fee or overdraft fee after returning a check or a debit entry on an ACH payment for insufficient funds. Chelsea Groton denies any wrongdoing, but it has agreed to settle this case to avoid the burden, expense and inconvenience of further litigation. If you are a Class Member and if the settlement is approved, you may be entitled to receive a credit or a cash payment from the $166,318.00 fund established by the settlement. The amount of any credit or cash payment to which you are entitled will be determined by an independent settlement administrator and not by Chelsea Groton.

The Court has preliminarily approved this settlement. It will hold a remote Final Approval Hearing in this case on February 26, 2024 at 10:00 a.m. At that hearing, the Court will consider whether to grant final approval to the settlement, and whether to approve payment from the Settlement Fund of up to $2,500.00 as a service award to the Class Representative, and up to 1/3 of the Settlement Fund in attorneys' fees, plus reasonable expenses. If the Court grants final approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the settlement. In exchange, you will receive a cash payment or an account credit to you, as applicable.

To obtain more information and other important documents, please visit www.ONealOverdraftFeesSettlement.com. Alternatively, you may call 888-298-1102.

If you do not want to participate in this settlement—you do not want to receive a credit or cash payment, as applicable, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than December 28, 2023. You may learn more about the opt-out procedures by visiting www.ONealOverdraftFeesSettlement.com or by calling 888-298-1102. You may also object to this settlement by submitting an objection postmarked no later than December 28, 2023. The Final Approval Hearing will take place remotely on the record on February 26, 2024 at 10:00 a.m. Any objectors should contact Court Officer Ron Ferraro at Ronald.Ferraro@jud.ct.gov in advance of the hearing for the Microsoft Teams link to participate.

EXHIBIT C

If you were assessed Multiple Fees[1] from November 20, 2016 to March 1, 2022 by Chelsea Groton Bank, you could get a payment from a class action settlement.

A Connecticut court authorized this notice. This is not a solicitation from a lawyer.

- The settlement provides $166,318.00 (the "Settlement Fund") to settle claims relating to Multiple Fees (defined in footnote 1 below) charged by Chelsea Groton Bank ("Defendant") from November 20, 2016 until March 1, 2022.
- Class Members who do nothing will automatically receive a check or account credit. These payments will be from the Net Settlement Fund based on a percentage of the amount of applicable fees paid. The amount of these payments will be determined by an independent settlement administrator and not by the Defendant. You are a Class Member if you received an email or postcard notice addressed to you.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	**Automatically receive a settlement check or account credit once the settlement is finally approved.** Give up the right to bring a separate lawsuit about the same issue.
EXCLUDE YOURSELF	Get no benefits from the settlement. Keep the right to bring a separate lawsuit about the same issue at your own expense.
OBJECT	Write to the Court about why you don't like the settlement. If the settlement is approved, you will still receive a check or account credit and give up the right to bring a separate lawsuit about the same issue.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement.

BASIC INFORMATION

1. Why did I receive this notice?

The records of Chelsea Groton Bank ("Defendant") show that you were assessed Multiple Fees. Because of this, you are a Class Member, and you may be affected by this class action settlement.

The Court sent you an email or postcard notice because you have a right to know about the proposed class action settlement, and about your options, before the Court decides whether to approve the settlement. If you do nothing and the Court approves the settlement, and after any appeals are resolved, you will receive payment as a check or as an account credit, and your claims will be released.

This norice explains the lawsuit, the settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

The Court in charge of the case is the State of Connecticut Superior Court, Judicial District of Waterbury in Waterbury, and the case is known as *Paul O'Neal v. Chelsea Groton Bank*. The person who sued is called the Plaintiff, and the bank he sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that the Defendant improperly assessed the fees listed under footnote above. The Defendant denies that it did anything wrong. The Defendant claims that it was allowed to assess these fees, and properly did so in accordance with the terms of its account agreements and applicable law.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Paul O'Neal) sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action solely for the purposes of settlement and notice. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation.

[1] "Multiple Fees" means, for check transactions, the second or third NSF Fee or OD Fee charged to an accountholder when Chelsea Groton Bank returns a check for insufficient funds, a financial institution re-presents the check to Chelsea Groton Bank for payment, and Chelsea Groton Bank returns the check again for insufficient funds or pays the check despite insufficient funds. For ACH transactions, "Multiple Fees" means the second or third NSF Fee or OD Fee charged to an accountholder when Chelsea Groton Bank returns a debit entry for insufficient funds, an Originating Depository Financial Institution presents a Reinitiated Entry to Chelsea Groton Bank, and Chelsea Groton Bank returns the Reinitiated Entry for insufficient funds or pays the Reinitiated Entry despite insufficient funds.

The Defendant does not in any way acknowledge, admit to or concede any of the Plaintiff's allegations and expressly disclaims and denies any and all fault or liability for the charges that have been alleged in this lawsuit. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the settlement?

If the email or postcard notice is addressed to you then you are a Class Member, you will be a part of the settlement, and you will receive the benefits of the settlement, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

The Defendant has agreed to create a Settlement Fund of $166,318.00 to settle this case. As discussed separately below, attorneys' fees, litigation costs, the costs of this notice and the costs of distributing the settlement benefits, among other settlement administration costs, and a service award to the Class Representative will also be paid out of this amount.

7. What can I get from the settlement?

After deducting the attorneys' fees and expenses, costs of notice and administration, and a service award to the Class Representative approved by the Court, there will be a Net Settlement Fund available for distribution to Class Members. Each Class Member will be paid from this fund on a pro rata basis, based on the amount of applicable fees assessed against the Class Member. For example, a Class Member who was assessed $100 in applicable fees will receive a check or account credit for twice as much as a Class Member who was assessed $50 in applicable fees.

The actual amount of any Class Member's check or account credit will be determined by an independent settlement administrator.

8. What do I need to do to receive a payment from the settlement?

You do not need to do anything to receive a payment from the settlement. As long as you do not exclude yourself, you will receive a settlement payment if the settlement is approved and becomes final. If your address changes, however, please call the number at the bottom of this notice to report the address change so that your payment reaches you.

9. When would I get my payment?

The Court will hold a remote hearing on February 26, 2024 at 10:00 a.m. to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

10. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against the Defendant relating to the legal claims that were or could have been brought in *this* case. It also means that all of the Court's orders will apply to you. Once the settlement is final, your claims relating to claims that were or could have been brought in *this* case will be released and forever barred.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

11. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail stating that you want to optout or be excluded from *O'Neal v. Chelsea Groton Bank*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **December 28, 2023** to:

O'Neal v. Chelsea Groton Bank Exclusions
P.O. Box 301130
Los Angeles, CA 90030-1130

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

12. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember that the exclusion deadline is **December 28, 2023**.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of KalielGold PLLC, Hayber, McKenna & Dinsmore, LLC and Gibbs Law Group LLP to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to one-third of the Settlement Fund, reimbursement of expenses, and a service award of $2,500.00 to the Class Representative, to be paid from the Settlement Fund. The amount of these fees must be approved by the Court.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

16. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. The Court will consider your views. To object, you must send a letter stating that you object to *O'Neal v. Chelsea Groton Bank,* KNL-CV-22-6059612-S. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement. You must mail the objection to four different places postmarked no later than **December 28, 2023**.

COURT	CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Waterbury Judicial District Grand Street Waterbury CT 06702	Jeffrey Kaliel Sophia G. Gold KalielGold PLLC 1100 15th Street NW 4th Floor Washington, DC 20005	Joseph V. Meaney Law Offices of Joseph V. Meaney, Jr. 125 Eugene O'Neill Drive Suite 300 New London, CT 06320	*O'Neal v. Chelsea Groton Bank* Settlement Administrator P.O. Box 301130 Los Angeles, CA 90030-1130

The Court will hold a remote Final Approval Hearing on the record on February 26, 2024 at 10:00 a.m. Any objectors should contact Court Officer Ron Ferraro at Ronald.Ferraro@jud.ct.gov in advance of the hearing for the Microsoft Teams link to participate.

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on February 26, 2024 at the Waterbury Judicial District Grand Street Waterbury CT 06702. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 20 of this notice. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. You are <u>not</u> required to attend this hearing.

19. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *O'Neal v. Chelsea Groton Bank.*" You must include your name, address, telephone number, your signature, and any evidence you intend to use at the hearing. Your Notice of Intention must be postmarked no later than December 28, 2023 and be sent to the Clerk of the Court, Class Counsel, Defense Counsel, and Settlement Administrator at the four addresses listed under question 16 of this notice. If you hire a lawyer to speak for you, he or she must file an appearance by the same date. Any objectors should contact Court Officer Ron Ferraro at Ronald.Ferraro@jud.ct.gov in advance of the Final Approval Hearing for the Microsoft Teams link to participate.

If You Do Nothing

21. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, and you will receive the payments provided by the settlement once it becomes final. In exchange for the payment, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims released in the Settlement Agreement.

Getting More Information

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are available in the Settlement Agreement on file with the Court. You can also visit the Settlement Website at www.ONealOverdraftFeesSettlement.com or call toll-free 888-298-1102. Be sure to state that you are calling about the *O'Neal v. Chelsea Groton Bank* settlement.