

STATE OF CONNECTICUT

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

**PLAINTIFF’S UNOPPOSED MOTION FOR FINAL APPROVAL
OF PROPOSED CLASS ACTION SETTLEMENT AND ENTRY OF JUDGMENT**

Now comes Plaintiff Paul O’Neal, by and through counsel, who moves under Connecticut law for final approval of a proposed class action settlement with Defendant Chelsea Groton Bank (“Defendant” or “the bank”). Plaintiff respectfully requests that the Court grant final approval of the proposed settlement and enter the proposed Final Approval Order and Judgment filed herewith.

A Memorandum in Support accompanies this motion and is incorporated by reference.

Dated: January 12, 2024

Respectfully submitted,

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

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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:

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/s/ Richard E. Hayber
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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

**[PROPOSED] ORDER GRANTING FINAL APPROVAL
OF PROPOSED CLASS ACTION SETTLEMENT AND ENTRY OF JUDGMENT**

The Court, having held a Final Approval hearing on February 26, 2024, notice of the Final Approval Hearing having been duly given in accordance with this Court's Order (1) Conditionally Certifying A Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice Plan, And (4) Setting Final Approval Hearing (the "Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement Agreement and Release and its exhibits (the "Agreement" or the "Settlement"), as well as the definitions contained therein, are incorporated by reference in this Order. The terms of this Court's Preliminary Approval Order are also incorporated by reference in this Order.
2. This Court has jurisdiction over the subject matter and Parties to the above-referenced lawsuit captioned *O'Neal v. Chelsea Groton Bank* (the "Action").

3. The Court finds that the prerequisites for a class action under Practice Book §§ 9.7-9.10 have been satisfied in that: (a) the Settlement Class is comprised of so numerous members that joinder of all members is impracticable; (b) there are common questions of law and fact common to the Settlement Class that predominate over questions affecting only individual members; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff has fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy; and (f) Class Counsel have adequately represented the interests of the Settlement Class. In addition, questions of law or fact common to the members of the Class predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Settlement Class is defined as follows:

All consumer deposit account customers of Chelsea Groton Bank to whom Chelsea Groton Bank, during the Class Period, assessed Multiple Fees which were not refunded.

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. The “Class Period” means the time period from November 20, 2016 until March 1, 2022.

5. Given the foregoing findings, the Settlement Class described in paragraph 4 above is hereby finally certified, solely for purposes of effectuating the Settlement and this Order and Final Judgment.

6. The Court previously appointed Plaintiff Paul O'Neal as Class Representative of the Settlement Class and appointed the following counsel as Class Counsel: Richard E. Hayber of Hayber, McKenna & Dinsmore, LLC; Sophia Gold and Jeffrey Kaliel of Kaliel Gold PLLC, and Shawn Judge of Gibbs Law Group LLP. The Court previously appointed KCC as the Settlement Administrator.

7. The Court hereby finds and concludes that the Class Notice program fully satisfies both Connecticut law and the requirements of due process and constitutes the best notice practicable under the circumstances. The Court further finds that the Notice Program provided individual notice to all Class Members who could be identified through reasonable effort and supports the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

8. There were no objections to the Settlement and no opt-outs from the Class. The apparent reaction of the Settlement Class has been overwhelmingly positive.

9. The strength of Plaintiffs' case balanced against the risks of litigation supports granting final approval of the Settlement. The final approval papers adequately recognized the inherent uncertainty surrounding the claims and defenses at issues in the captioned cases. The Settlement thus provides a pragmatic and guaranteed significant recovery to the Class.

10. The Settlement does not constitute an admission, concession, or indication by Defendant of the validity of any claims in this Action or of any wrongdoing, liability, or violation of law by Defendant, nor of the appropriateness of certification of a litigation class. To the contrary, Defendant has advised the Court that it believes it is without any liability whatsoever for any of the claims included in the Settlement and is participating

in the Settlement to put an end to all such claims and the risks and expense of protracted litigation.

11. Plaintiff is confident in his claims while Defendant is confident in its defenses. The Parties recognize, however, that the substantial risks involved in litigating two complex class actions through trial cannot be disregarded. The Settlement, which provides Class Members with substantial, guaranteed, and immediate recovery that would typically take several years of continued litigation and significant expense to possibly achieve, is the best vehicle to efficiently resolve the consolidated actions and afford the Parties certainty and more immediate closure.

12. Defendant possesses the ability to fund the proposed Settlement on the agreed-upon timetable, which will provide prompt relief to the Class Members, but does not possess unlimited funds to necessarily fund a notably larger recovery. In addition, the inherent uncertainty of the future does not guarantee that if the litigation were to continue and Plaintiffs were to prevail at trial, Defendant would at that point have sufficient resources to fund the relief recovered.

13. The Settlement is the result of arm's length, intense negotiations. There has been no suggestion or evidence of collusion.

14. The Court notes the experience of Class Counsel in complex litigation generally, and in bank fee cases in particular, and credits their informed opinion that the \$166,318.00 monetary Value of the Settlement is an excellent result for the Settlement Class in light of the circumstances that exist here, including the inherent risks involved in this litigation.

15. The Court recognizes that the Parties engaged in significant information exchange in connection with settlement negotiations so that the Parties could adequately evaluate the claims and their positions.

16. The Court finds that the Settlement's terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Connecticut law and directs its consummation pursuant to its terms and conditions. The plan of administering the Settlement as set forth in the Agreement is hereby approved.

17. The Parties and Settlement Class Members are bound by the terms and conditions of the Agreement. For the benefit of the Parties and the Class and to protect this Court's jurisdiction, the Court retains continuing jurisdiction over the Settlement to ensure the effectuation thereof in accordance with the Agreement approved herein and the related orders of this Court.

18. Upon the Effective Date of the Settlement, Plaintiff and each and every one of the Settlement Class Members shall be deemed to have released the Released Parties from the Released Claims as provided in the Agreement. Upon entry of Judgment by the Court in accordance with the Settlement, all Settlement Class Members shall be barred from asserting any Released Claims against the Released Parties and any such Settlement Class Member shall be conclusively deemed to have released any and all such Released Claims against the Released Parties.

19. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by Plaintiffs, and evidence relating to the Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the captioned cases or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval Order, and/or this Order.

20. If an appeal, writ proceeding, or other challenge is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement.

21. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement.

22. In addition to granting Final Approval of the Settlement, the Court grants Plaintiff's December 8, 2023 Unopposed Motion for Attorneys' Fees, Costs, and Service Award. The Court approves an award of \$55,439.33 in attorneys' fees for Class Counsel, \$5,345 in Class Counsel's costs and expenses, and a \$2,500 service award for Plaintiff, all to be paid from the Settlement Fund established by Defendant.

23. The Clerk of the Court is directed to enter this Order on the docket forthwith and to terminate this matter upon the docket records of this Court.

IT IS SO ORDERED.

Dated: _____

The Honorable _____