

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

ROBIN COOPER, individually and on
behalf of all others similarly situated,

Plaintiffs,
v.

PEOPLES BANK,

Defendant.

Case No. 3:23-cv-00389-GNS

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Court:	The United States District Court for the Western District of Kentucky
Defendant:	Peoples Bank
Plaintiff/Class Representative:	Robin Cooper
Class Counsel:	Cohen & Malad, LLP; and Stranch, Jennings & Garvey, PLLC
Settlement Administrator:	Verita Global
Challenged Fees:	<p>(1) Overdraft fees incurred during the Class Period on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and</p> <p>(2) Fees charged as a result of a verification process on an account in which a third-party deposited and debited minimal amounts of equal funds in less than 24 hours (“Verify Bank Fees”).</p>
Settlement Class:	All persons who were charged one or more Challenged Fees by Limestone Bank during the Class Period. Excluded from the Class are Limestone Bank’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.
Class Period:	May 3, 2013 to April 30, 2023
Cash Payment:	\$950,000
Additional Benefits:	Defendant will forgive all Limestone Bank customers who have outstanding uncollected Challenged Fees (“ Debt Forgiveness ”). Defendant shall identify the amount of Debt Forgiveness prior to the filing of Plaintiff’s Unopposed Motion for Preliminary Approval, provided however that if Defendant cannot identify said amount by that time, Defendant shall identify that the amount is “not less than” a specific dollar amount. Defendant will certify no later than the Effective Date that it has stopped charging APSN Fees against all of its customers’ accounts. Defendant will certify no later than the Effective Date that it has stopped charging Verify Bank Fees if its core processor is capable of doing so.
Value of the Settlement:	Cash Payment + Debt Forgiveness
Costs of Preparing the Class List and of Fee Expert:	To be paid separately by Defendant, in addition to all other benefits, up to \$40,000, with any amount exceeding \$40,000 to be paid from the Settlement Fund.
Costs of Notice and Administration:	To be paid separately by Defendant, in addition to all other benefits
Costs of Providing Account Credits:	To be borne by Defendant, in addition to all other benefits
Attorneys’ Fees Amount:	Plaintiff to move the Court for an award of no greater than 1/3 of the Value of the Settlement, to be paid from the Settlement Fund
Service Award Amount:	\$5,000, to be paid from the Settlement Fund
Cy Pres Recipients:	USA Cares

KEY TERMS PAGE

Release:

As set forth in paragraph 10 of Exhibit D.

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, the following dates and deadlines apply to this agreement. Dates and deadlines will be computed in accordance with Federal Rule of Civil Procedure 6.

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which this agreement has been signed by all parties, as indicated on the signature page
Deadline to Provide the Class List	15 days after the Date of Execution
Deadline to Move for Preliminary Approval	5 days after the Class List is completed
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Fund the Settlement	7 days after the Date of Preliminary Approval
Deadline to Send Notice	30 days after the Deadline to Provide the Class List or 14 days after the Date of Preliminary Approval, whichever is later
Deadline to File Motion for Fees	15 days before the Deadline to Object
Deadline to Object	30 days after the Deadline to Send Notice
Deadline to Opt-Out	30 days after the Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after the Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	7 days after the Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 7 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (parties to request 90 days after preliminary approval)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The first day on which the deadline to appeal the Final Approval Order has expired, provided no objections are made and no appeal is filed by that date. Otherwise, the first day on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees and Expenses	7 days after the Date of Final Approval
Deadline to Pay Service Award	7 days after the Effective Date
Deadline to Revert Account Credits	14 days after the Effective Date
Deadline to Pay Account Credits	21 days after the Effective Date
Deadline to Re-Pay Failed Account Credits	28 days after the Effective Date
Deadline to Send Settlement Checks	35 days after the Effective Date
Deadline to Provide Additional Benefits	35 days after the Effective Date
Deadline to Cash Settlement Checks	120 days after the Deadline to Send Settlement Checks

1. Recitals.

On June 14, 2023, Plaintiff Robin Cooper filed this lawsuit in Jefferson Circuit Court, No. 23-CI-002712, against Limestone Bank, alleging breach of contract, including breach of the duty of good faith and fair dealing, unjust enrichment and violations of the Kentucky Consumer Protection Act (KRS §§ 367.110 – 367.300) for the assessment of APSN Fees.

On June 16, 2023, Defendant Peoples Bank filed a motion to dismiss arguing that, because Limestone Bank had merged into Peoples Bank, Limestone Bank was not a proper party to the lawsuit.

On July 6, 2023 and before the Court decided the motion to dismiss, Plaintiff filed an amended complaint naming Peoples Bank as the Defendant in this action.

On July 28, 2023, the case was removed to the U.S. District Court for the Western District of Kentucky, No. 3:23-cv-00389-GNS-RSE and, on August 3, 2023, Defendant filed its answer.

The parties engaged in discovery and, on December 13, 2023, Plaintiff filed her Second Amended Complaint, adding a claim for the assessment of Verify Bank Fees.

On December 22, 2023, Defendant filed its answer to the Second Amended Complaint.

The parties continued to engage written discovery and depositions and, on December 17, 2024, participated in a successful mediation with Judge Ann Shake.

2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this agreement:

Exhibit A – the “Summary Notice”

Exhibit B – the “Detailed Notice”

Exhibit C – the “Preliminary Approval Order”

Exhibit D – the “Final Approval Order”

3. Benefits to Class Members.

Defendant will provide the following benefits, which will be available, as applicable, to any person who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a “**Class Member**”).

3.1. Non-Reversionary Cash Settlement Fund.

No later than the Deadline to Fund the Settlement, Defendant must pay the Cash Payment to the Settlement Administrator to be held as a common fund (the “**Settlement Fund**”) in an interest-bearing account, all interest to be added to the Settlement Fund. The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court’s jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to this agreement or otherwise ordered by the Court.

Distributions to Class Members will be made from the money remaining in the Settlement Fund after deducting Court-approved payments for fees, costs, expenses, and awards as set forth on the Key Terms Page (the “**Net Settlement Fund**”). Each Class Member’s distribution from the Net Settlement Fund will be determined by the Settlement Administrator, using the information provided on the list of Class Members (the “**Class List**”), pursuant to the following pro rata formula:

$$\text{Class Member's Distribution} = \left(\frac{\text{Total Amount of Challenged Fees Paid by Class Member During the Class Period}}{\text{Total Amount of Challenged Fees Paid by All Class Members During the Class Period}} \right) \times \text{Net Settlement Fund}$$

In computing each Class Member’s distribution, the Settlement Administrator will round distributions to the nearest cent. If the total amount of distributions calculated pursuant to this formula exceeds the total amount of the Net Settlement Fund, the Settlement Administrator may reduce distributions by one cent, beginning with the largest distribution and working toward the smallest distribution, until the total distributions equal the amount of the Settlement Fund.

Class Members listed on the Class List as having an open account with Defendant (“**Current Account Holders**”) will receive their distribution from the Settlement Fund by credit to their account at Defendant, while Class Members who are not listed on the Class List as having an open account with Defendant, or whose account credit fails and is returned to the Settlement Administrator under Step 3, below (collectively, “**Former Account Holders**”) will receive their distribution from the Settlement Fund by check.

Step 1: No later than the Deadline to Revert Account Credits, the Settlement Administrator will disburse to Defendant from the Settlement Fund the total amount of settlement payments due to Current Account Holders, along with a listing of the amounts due and to whom.

Step 2: No later than the Deadline to Pay Account Credits, Defendant must make one attempt to distribute the settlement payments through an account credit, with the credit appearing on the account statement with the legend “Credit—Class Action Settlement.”

Step 3: No later than the Deadline to Re-Pay Failed Account Credits, Defendant must: (a) return to the Settlement Administrator for re-deposit in the Settlement Fund any amounts that were not successfully credited to an account, along with a list identifying each Class Member whose account credit failed; and (b) provide to Class Counsel a statement under oath attesting to the amount of credits successfully applied to accounts. The Costs of Providing Account Credits will be paid as set forth on the Key Terms Page.

Step 4: No later than the Deadline to Send Settlement Checks, the Settlement Administrator must distribute payments due to Former Account Holders from the Settlement Fund by check with an appropriate legend, in a form approved by Class Counsel, and with an indication that the check will expire on the Deadline to Cash Settlement Checks.

In administering distribution of the Settlement Fund, the Settlement Administrator is authorized to void and reissue checks, to make corrections to checks, and to take reasonable measures that will promote payments being collected by Class Members. The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

If monies remain in the Settlement Fund after the Deadline to Cash Settlement Checks (“**Residual Funds**”), those Residual Funds will not revert to Defendant. Instead, the Settlement Administrator shall distribute the Residual Funds in a second distribution to Settlement Class Members who received credits or cashed checks in the first round distribution, if the average Class Member check amount in the second distribution would equal or exceed \$5.00 after deducting the costs of a second distribution, which will be paid from the Settlement Fund. Any second distribution will be made in the same manner as the first distribution. Following the second distribution, or if no second distribution is indicated based on the average distribution amount, any remaining Residual Funds must be paid on a *cy pres* basis to the Cy Pres Recipient(s) listed on the Key Terms Page in the percentage amount(s) listed on the Key Terms Page.

If the settlement fails to become effective for any reason, the Settlement Administrator shall promptly return any funds remaining in the Settlement Fund to Defendant, less the costs of notice and administration already incurred.

3.2. Additional Benefits.

In addition to the Settlement Fund, no later than the Deadline to Provide Additional Benefits, Defendant will provide the following additional benefits: Defendant will forgive all Limestone Bank customers who have outstanding uncollected Challenged Fees (“Debt Forgiveness”). Defendant will certify no later than the Effective Date that it has stopped charging APSN Fees against all of its customers’ accounts. Defendant will certify no later than the Effective Date that it has stopped charging Verify Bank Fees if its core processor is capable of doing so.

4. Releases.

In exchange for the benefits of this agreement, the Class Members will provide and be bound by the release set forth in the Final Approval Order.

5. Process for Court Approval of Settlement.

This entire agreement is contingent on the parties obtaining Court approval of the agreement.

5.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representative must move the Court to enter the Preliminary Approval Order. Defendant will not oppose the motion, including not opposing class certification for purposes of settlement.

5.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with the Class List, which must contain the following information for each member of the Settlement Class in Microsoft® Excel format:

- Account identifier (such as account number)
- Full name of the primary accountholder
- Last known address of the primary accountholder
- Email address (if the accountholder has consented to electronic notice)
- Total amount of Challenged Fees charged during the Class Period
- An indication of whether the account remains open or is closed

If unable to prepare the Class List by itself, Defendant may utilize a third-party expert (the “**Fee Expert**”) to analyze the relevant data and create the Class List, subject to consent by Class Counsel to the Defendant’s choice. The Costs of Preparing the Class List and of the Fee Expert will be paid as set forth on the Key Terms Page.

The Class List may not be disseminated to anyone other than the Settlement Administrator, which must keep the Class List confidential. The Settlement

Administrator must sign a confidentiality agreement that includes security provisions consistent with the National Credit Union Association Rules and Regulations, Part 748, and all other applicable laws.

Before sending notice, the Settlement Administrator must update the addresses on the Class List using the United States Postal Service's National Change of Address service, as well as a service, such as Probe 260 or Lexis/Nexis Accurant, to update address data.

5.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish a website at a URL agreed to by Class Counsel and Defendant's Counsel (the "**Settlement Website**") and post the Detailed Notice to the Settlement Website
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator
- (c) E-mail the Summary Notice to all persons on the Class List for whom an email address is provided
- (d) Mail the Summary Notice by United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email.

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that member of the Settlement Class. If any mailed Summary Notice is returned as undeliverable with a forwarding address then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address then the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

5.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice. Any person who submits a valid and timely request to opt-out will be excluded from the settlement and will not be bound by any of its terms, including the release. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendant.

If more than 5% of the members of the Settlement Class opt-out, Defendant may terminate this agreement by providing written notice to Class Counsel no later than the Deadline to Terminate for Opt-Outs, in which event this agreement shall become null and void.

5.5. Right of Class Members to Object.

Any Class Member may object to the Settlement by complying with the requirements to submit an objection set forth in the Detailed Notice.

5.6. Final Approval.

At the final approval hearing, the Class Representative and Defendant must move the Court to enter the Final Approval Order.

5.7. Effective Date.

This agreement will become effective and binding on the Effective Date.

6. Attorneys' Fees, Expenses, and Service Award

No later than the Deadline to File Motion for Fees, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus a service award of up to the Service Award Amount listed on the Key Terms Page, to be paid from the sources set forth on the Key Terms Page. Defendant agrees to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees and Expenses, Class Counsel shall be paid the amounts awarded by the Court for fees and expenses from the sources listed on the Key Terms Page. No later than the Deadline to Pay Service Awards, the Class Representative shall be paid the amount awarded by the Court for a service award from the sources listed on the Key Terms Page.

7. No Admission of Liability/Agreement Not Binding Absent Approval.

Defendant is entering into this agreement solely to compromise and settle the lawsuit and to avoid the expense and uncertainty of continued litigation. This agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendant expressly denies any wrongdoing, misconduct, or liability in the lawsuit. In addition, nothing in this agreement or related to this settlement may be cited as authority by any party and shall not stand as support for contested class certification in any other cases.

If this agreement fails to become effective, or is voided, for any reason, then: (i) no act, statement, or filing in furtherance of this agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the parties to this agreement shall be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; and (iii) Defendant shall be entitled to object to certification of any class in this lawsuit.

8. Additional Terms

8.1. Agreement to Effectuate This Settlement

The Class Representative, Class Counsel, Defendant, and Defendant's counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this agreement; and (iii) Class Representative and Class Counsel shall each provide a Form W-9 to Defendant and its insurer and the Settlement Administrator prior to receiving the payments set forth above.

8.2. Integration Clause

This agreement, and all exhibits to it, constitute the entire agreement between the parties and can be modified only in writing. This agreement, and all exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this agreement. The agreement is an integrated agreement, and no promise, inducement, or agreement separate from this agreement has been made to the parties. The terms of this agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

8.3. Execution in Counterparts and by Electronic Signature

This agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

8.4. No Construction Against the Drafter

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

8.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This agreement, and all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this agreement and related documents must be brought in the Court.

8.6. Publicity

The existence, terms and amount of the Settlement Fund shall not be disclosed or advertised by any party or their attorneys to the general public, and any disclosure shall be limited to the Court only as necessary to obtain court approval or as otherwise required by the Court and to the Class Members only in the Class Notice as approved by all parties and the Court.

8.7. Not for Use in Other Actions

Neither this agreement nor any Court order entered pursuant to this agreement, including but not limited to the Preliminary Approval Order and the Final Approval Order, may be cited as authority or precedent by either party and shall not stand as support of a motion for class certification in any other case against Defendant where certification is contested.

8.8. Destruction or Return of Discovery

Within thirty days after entry of the Effective Date all documents provided by the parties in the course of discovery shall be returned to the producing party or

destroyed to the extent practicable in lieu of return. If a party elects to destroy the documents they shall certify to the producing party that it has done so, upon request.

[Remainder of this page intentionally left blank]

9. Signatures

Each party is signing as of the date indicated next to that party's signature.

Peoples Bank

Dated: 5/30/2025

By: Ryan Kirkham

Its: _____

Counsel for Peoples Bank

Dated: _____

By: _____

Arie Moshe Spitz
Dinsmore & Shohl LLP

Class Representative

Dated: 6/4/2025 | 9:24 AM CDT

 DocuSigned by:
Robin Cooper
ED170C70132145P...

Robin Cooper

Class Counsel

Dated: 5/30/2025 | 1:46 PM CDT

By:  Signed by:
Martin F. Schubert
DA47CFCA0E60E47A...

Marty Schubert
Stranch, Jennings & Garvey,
PLLC

[Remainder of this page intentionally left blank]

9. Signatures

Each party is signing as of the date indicated next to that party's signature.

Peoples Bank

Dated: 5/30/2025

By: Ryan Kirkham

Its: _____

Dated: 5/30/2025

By: Arie Moshe Spitz
Counsel for Peoples Bank
Arie Moshe Spitz
Dinsmore & Shohl LLP

Class Representative

Dated: _____

By: Robin Cooper

Class Counsel

Dated: _____

By: Marty Schubert
Stranch, Jennings & Garvey,
PLLC

[Remainder of this page intentionally left blank]