IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

MAX STORY, *et al., on behalf of themselves and all others similarly situated,* Plaintiffs, v. HEARTLAND PAYMENT SYSTEMS, LLC, Defendant.	No. 3:19-cv-724-TJC

PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL, PERMISSION TO PAY UNTIMELY CLAIMANTS, AND AWARD OF ATTORNEYS' FEES AND COSTS

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INTRODUCTION

Plaintiffs respectfully move for final approval of the Settlement with Heartland Payment Systems, LLC ("Heartland"), which represents an outstanding result for the Settlement Class.[1] The Settlement brings this challenging litigation—involving substantial fact and expert discovery, complete motion practice, protracted settlement negotiations, and a litany of risks at every stage—to a successful close. It provides an all-cash, non-reversionary common fund of $18,250,000 to Class Members, thereby eliminating the significant risks of non-recovery and further delay.

The Settlement elicited near-universal Class Member support: 173,333 timely, valid claims, only five opt-out requests, and *no* objections to total relief to be provided to the class, the total amount that Heartland will pay, or the requested attorneys' fees and costs. The lone objection—involving the appropriate recipient in the unlikely event that there is any undistributed money to class members—was already overruled by the Court, although, the Parties have agreed to the objector's request because it does not harm the rest of the class to do so, whereas permitting the objector to hold up the settlement on appeal would be a significant detriment to them.

Plaintiffs now seek final approval, so that the benefits promised in this Settlement can flow to Class Members. Plaintiffs respectfully request that the Court: (1) certify the Settlement Class; (2) grant the Parties' request to permit Class

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[1] Capitalized terms, unless otherwise stated, are defined in the Settlement Agreement. Dkt. 271-2.

Members to submit late-filed claims; (3) grant final approval to the Settlement; (4) approve an award of attorneys' fees in the amount of $4,927,500 (27 percent of the total value of the settlement), plus reimbursement of litigation expenses in the amount of $547,500; and (5) permit Plaintiffs to submit the Proposed Order and Proposed Final Judgment attached hereto, pursuant to Local Rule 3.01(j).

BACKGROUND AND PROCEDURAL HISTORY

Class Counsel detailed the procedural history of this litigation most recently in the motion for preliminary approval of this Settlement and in the petition for attorneys' fees and expenses. *See* Dkts. 271, 280. These motions and accompanying declarations recount the complexity and risks associated with this litigation, and the hard-fought, six-year history of the case through a comprehensive pre-filing investigation, three separate pleadings challenges, extensive motion practice, fact and expert discovery lasting 1.5 years, class certification, and summary judgment. *Id.* That work made it possible for the Parties to participate in months-long settlement negotiations, including with the assistance of one of the country's most well-respected mediators, Mr. Hunter Hughes, which produced the proposed Settlement. *Id.* At the preliminary approval phase, the Court considered this Settlement and found that it satisfied all relevant criteria. Dkt. 281.

SUMMARY OF THE SETTLEMENT

As detailed in Plaintiffs' motion for preliminary approval (Dkt. 271), the Settlement (Dkt. 271-2) calls for Heartland Payment Systems, LLC ("Heartland") to

create a non-reversionary cash settlement fund of $18,250,000 to compensate the following Settlement Class:

> All natural persons who enrolled in MySchoolBucks and paid Program Fees to Heartland on credit or debit card "Meals" transactions between June 18, 2013 and July 31, 2019, except those whose last transaction occurred before January 1, 2015.

Dkt. 271-2 §§ II(A), III(A). The Settlement Fund will be equitably distributed to valid claimants based on the amount of Program Fees they paid, after deduction of the costs of notice and claims administration and attorneys' fees and expenses. Dkt. 271-2 at 2. ***No money will money revert to Heartland under any circumstances.*** *Id.* Following final approval of the Settlement, moreover, Class Members who did not timely exclude themselves from the Class will be bound by a Released Claims provision specifically tailored to the Program Fees at issue in his matter. *Id.* at 3.

On July 28, 2025, the Court granted the Parties' joint motion to modify the Settlement to designate Feeding America to receive residual events in the unlikely event that such funds remain after distribution. Dkt. 281. As explained in their joint motion to modify the Settlement, the Parties made this request because Scott Dodson, a law professor and Class Member, expressed concern that the issue of residual funds would arise in the event of an incomplete electronic payment transfer, despite that Class Members could elect from five forms of electronic payment. Dkt. 279 at 1–2. But Mr. Dodson objected regardless, explaining that while he generally approves of the Settlement, Feeding America is purportedly an inappropriate cy pres recipient because its mission is not to deter or address improper fees. Dkt. 282 at 3.

The Court ultimately found the objection is not well-taken. Dkt. 286. Nonetheless, the Court held that it would modify the Settlement to name an alternative residual fund recipient recommended by Mr. Dodson if Plaintiffs would independently research the candidate and confirm Heartland's agreement. *Id.* Plaintiffs have done so, selecting the charity on Mr. Dodson's proposed list that with a 100% rating on Charity Navigator (and confirming Heartland's non-opposition to same): National Consumer Law Center. (The Parties have informed Mr. Dodson that they selected this charity and will, consistent with the Court's order, update the Court when Mr. Dodson informs them as to whether he still intends to appear at the final approval hearing.)

Further, prior to granting final approval, Plaintiffs respectfully ask the Court to extend the claims submission deadline to September 23, 2025, consistent with Section IV(D)(1) of the Settlement Agreement (Dkt. 271-2).[2] Heartland does not oppose this request. In particular, the Parties have received 49 requests to submit late claims since the claims deadline passed on August 20, 2025. Decl. of Elena MacFarland ("MacFarland Decl.") ¶ 17.

LEGAL STANDARD

Class actions "may be settled … only with the court's approval." Fed. R. Civ. P. 23(e). Rule 23(e) governs a district court's analysis of the fairness of a proposed class action settlement and creates a three-step approval analysis. This Court has

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[2] This is two days prior to the Fairness Hearing, which should ensure that Plaintiffs can give the Court a final, accurate count of late-submitted claims at that hearing.

already taken the first two steps. First, it has determined that it is likely to (a) approve the proposed Settlement as fair, reasonable, and adequate, after considering the factors outlined in Rule 23(e)(2), and (b) certify the Settlement after the Fairness Haring. *See* Fed. R. Civ. P. 23(e)(1)(B); Dkt. 278 ¶¶ 3–6, 11. Second, it has directed Notice to the Class, approved notices that describe the terms of the proposed Settlement and explained how Class Members can submit claims, object to, and opt out of the proposed Settlement, and appointed a Settlement Administrator to supervise and administer the Notice process. *See* Fed. R. Civ. P. 23(c)(2)(B); Fed. R. Civ. P. 23(e)(1), (5); Dkt. 278 ¶¶ 15–29. Because the Settlement satisfies all relevant criteria, Plaintiffs now ask that this Court take the third and final step and grant final approval of the Settlement with Heartland. *See* Fed. R. Civ. P. 23(e)(2).

ARGUMENT

I. The Class Notice Plan was implemented successfully.

The first step before granting final approval is to "ensure that reasonable and adequate notice was provided to Class Members." *Begley v. Ocwen Loan Servicing, LLC*, 2017 WL 11672899, at *3 (N.D. Fla. Nov. 22, 2017) (citing *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12 (1985)). Under Rule 23, "reasonable efforts should be made to reach the entirety of the class," but it is not necessary "that each individual class member actually receive notice." *Id.* (citing *Juris v. Inamed Corp.*, 685 F.3d 1294, 1321 (11th Cir. 2012)).

The Court previously approved the form and content of the Parties' proposed Notice plan, finding that it "meets the requirements of Fed. R. Civ. P. 23 and

constitutes the best notice practicable under the circumstances[.]" Dkt. 278 ¶¶ 15–16. The Court thus directed that the parties effectuate a multi-faceted notice plan, including direct notice by email to Settlement Class Members, mailed notice to those for whom email addresses are unavailable, or whose email addresses in Heartland's records send bounce-backs, and the establishment of a dedicated settlement website, post office box, and toll-free telephone number. Dkt. 278 ¶¶ 15–18; Dkt. 271 at 19; Dkt. 271-2 §§ V(C)(1)(a)–(c). The record supports the Court's preliminary finding.

The Parties and Court-appointed Settlement Administrator (Dkt. 278 ¶¶ ¶ 17) have carried out the streamlined notice plan to great effect, providing notice to 94.93% of the Settlement Class Members. MacFarland Decl. ¶¶ 6–15. In response, Class Members broadly supported the Settlement, which received over 173,000 valid claims, in contrast with merely five opt-out requests and one objection that is unrelated to the amount that any class member will receive under the settlement. *Id.* ¶¶ 16, 21–22; *id.* Ex. B (the list of names and addresses of all entities and natural persons requesting exclusion). This constitutes valid notice "[b]ecause the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and . . . there are no developments or changes in the facts to alter the Court's previous conclusion" that the notice plan likely would satisfy "due process and of Rule 23(c)(2)(B)." *Harvey v. Hammel & Kaplan Co., LLC*, 2020 WL 7138568, at *4 (M.D. Fla. Dec. 7, 2020) (Corrigan, J.) (granting final approval where parties provided timely notice in accordance with approved plan).

II. Final approval of the Settlement is appropriate because it is a fair, reasonable, and adequate resolution of this case.

A "court may approve [a settlement agreement] only after a hearing and only on finding that it is fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2)). Along with the criteria from Rule 23(e), courts in this Circuit also look to the six *Bennett* factors, which overlap with the federal rule. *Grant v. Ocwen Loan Serv., LLC*, 2019 WL 367648, at *4–5 (M.D. Fla. Jan. 30, 2019) (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)).[3] The Court's analysis "should be informed by the strong judicial policy favoring settlements as well as the realization that compromise is the essence of settlement." *Kukorinis v. Walmart, Inc.*, 2024 WL 3226772, at *4 (M.D. Fla. June 28, 2024) (citation and alteration omitted); *see also Harvey*, 2020 WL 7138568, at *5 ("Settlements are highly favored in the law and will be upheld whenever possible because they are means of amicably resolving doubts and preventing lawsuits.") (cleaned up). When "weighing these factors, the Court may 'rely upon the judgment of experienced counsel for the parties,' and 'absent fraud, collusion, or the like,' is 'hesitant to substitute its own judgment for that of counsel.'" *Grant*, 2019 WL 367648, *4 (quoting *Canupp v. Liberty Behavioral Health Corp.*, 417 F. App'x 843, 845 (11th Cir. 2011)).

[3] The *Bennett* factors are: "(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved." *Bennett*, 737 F.2d at 986.

At the preliminary approval phase, the Court concluded that: (1) "the Settlement is likely to be found fair, adequate, and reasonable"; (2) "the Class Representatives and Class Counsel have vigorously and effectively represented the Class"; (3) "[t]he Settlement was negotiated at arm's length, without collusion, and under the supervision of an experienced and well-respected mediator"; and (4) that "[t]he relief provided by the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class[.]" Dkt. 278 ¶¶ 3–6, 16. These conclusions apply equally now.

A. Rule 23(e)(2)(A): The Class Representatives and Class Counsel have and will continue to zealously represent the Class (*Bennett* factors four and six).

Under the first Rule 23(e)(2) factor, courts consider whether "the class representatives and class counsel have adequately represented the class." Fed. R. Civ. P. 23(e)(2)(A). When "evaluating the adequacy of class counsel and the class representative," the Court must consider "whether class counsel and plaintiffs had an adequate information base before negotiating and entering into the settlement." *Harvey*, 2020 WL 7138568, at *5. At preliminary approval, the Court held that "[t]he Class Representatives and Class Counsel have adequately represented the Class. The Court has observed that the Class Representatives and Class Counsel have vigorously and effectively represented the Class through the briefing and arguing motions for class certification, exclusion of expert testimony, and summary judgment." Dkt. 278 ¶ 4. The record continues to support that "Plaintiffs here retained counsel with extensive experience in large class-action lawsuits who have

vigorously represented the class during this matter." *Cotter v. Checkers Drive-In Restaurants, Inc.*, 2021 WL 3773414, at *8 (M.D. Fla. Aug. 25, 2021); Dkt 171 at 5–6; Dkt. 280 at 2–5, 10–12, 17–19.[4]

As detailed in Plaintiffs' preliminary approval briefing and petition for attorneys' fees, the Parties entered mediation only after counsel and the proposed class representatives doggedly pursued this case for nearly six intense years. Dkt. 280 at 2, 17–19. The Parties engaged in more than 1.5 years of active discovery, wherein Class Counsel reviewed and analyzed more than 12,600 documents and 40 gigabytes of data; prepared for and took ten fact depositions; defended two depositions of the named Plaintiffs; produced three experts and five reports; defended all three experts in depositions; and deposed each of Heartland's three experts. Dkt. 271 at 5–6; Dkt. 280 at 2–4, 10–14. The Parties also fully briefed a motion for judgment on the pleadings, three motions to dismiss, a motion for injunctive relief, a motion to compel discovery, class certification, summary judgment, and two *Daubert* motions, and argued the latter four motions at a lengthy hearing with oral argument on July 17, 2024. Dkt. 271 at 5–6; Dkt. 280 at 10–14. Throughout, Class Counsel leveraged their extensive experience and knowledge in complex class action litigation to confront Heartland's highly skilled counsel, whose efforts were unyielding. Dkt. 280 at 4, 17–19.

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[4] For example, while the lone objection to this Settlement does not impact the compensation that Class Counsel will receive or the time when they will receive it, counsel has spent more than two dozen hours of attorney time (and additional staff time) addressing that objection to ensure that Class Members are timely paid.

In these circumstances, "[a] court may assume that the parties have a good understanding of the strengths and weaknesses of their respective cases and hence that the settlement's value is based upon such adequate information." William B. Rubenstein, et al., *Newberg on Class Actions* § 13:49 (5th ed. 2012); *see also Grant*, 2019 WL 367648, *5 (Plaintiffs provided adequate representation where their discovery efforts prior to settlement enabled them to confirm the defendant's "practices with regard to the Class, the exact persons who made up the class, and the legal landscape."); *Kukorinis v. Walmart, Inc.*, 2021 WL 8892890, at *7 (S.D. Fla. Sept. 20, 2021) (the parties fully briefed a dispositive motion to dismiss on the merits, engaged in informal discovery, and exchanged additional information during the mediation process, which provided class counsel sufficient information to analyze the strengths and weaknesses of the case); *Cotter*, 2021 WL 3773414, at *9 (this factor supports the Settlement where the issues are complex, the law is evolving, and the parties expend "significant time and energy on this litigation").

B. Rule 23(e)(2)(B): The Settlement was the result of informed, arm's length negotiations.

To evaluate "the fairness, adequacy, and reasonableness of a settlement, a court must ensure that the settlement is not the product of collusion by the negotiating parties." *Grant*, 2019 WL 367648, at *6. At preliminary approval, the Court correctly found that "[t]he Settlement was negotiated at arm's length, without collusion, and under the supervision of an experienced and well-respected mediator." Dkt. 278 ¶ 5. There is no cause to change the Court's prior determination: it is

difficult to envision the reasonable person who could see the Settlement as a product of fraud or collusion.

As detailed at length in Plaintiffs' preliminary approval briefing and attorneys' fees petition, Plaintiffs signed the Settlement Agreement only after engaging in protracted settlement negotiations under the supervision of Hunter Hughes, a nationally-acclaimed mediator with vast experience mediating complex class actions. Dkt. 271 at 7; Dkt. 280 at 4–5. These adversarial and contentious negotiations involved detailed mediation statements, a failed in-person session, and required a take-it-or-leave it mediator's proposal to reach agreement. *Id.* Accordingly, there should be no dispute that the Settlement was the product of hard-fought, arms-length bargaining. *See Grant*, 2019 WL 367648, at *6 (finding settlement the product of arms' length bargaining where "[p]arties' protracted settlement negotiations occurred after substantial discovery and were overseen by a well-regarded, independent mediator"); *see also Harvey*, 2020 WL 7138568, at *6 (similar).

C. <u>Rule 23(e)(2)(C): The Settlement provides strong relief.</u>

Rule 23(e)(2)(C) requires the Court to consider whether "the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement [made in connection with the proposal]." A court's "inquiry" under this factor "is whether the proposed settlement affords relief that falls within the range of

reasonableness, and not whether it is the most favorable possible result of litigation." *Grant*, 2019 WL 367648, at *6 (cleaned up).

Here, the Settlement provides $18,250,000 in non-reversionary cash for the benefit of approximately 5,670,000 Class Members (Dkt. 271 at 8), a result that the Court previously held provides for "fair, adequate, and reasonable" relief and is "in the best interests of the Settlement Class." Dkt. 278 ¶¶ 3, 6. Nothing has changed to alter that conclusion.

1. **Rule 23(e)(2)(C)(i): The Settlement mitigates the costs, risks, and delay of litigation (*Bennett* factors one, two, and three).**

Plaintiffs previously explained the many risks of continued litigation in connection with the preliminary approval briefing and motion for attorneys' fees and costs. Further, at the preliminary approval stage the Court held that the Settlement provides for "fair, adequate, and reasonable" relief "when measured against, among other things, the costs, risks, and delay of trial and appeal. In particular, this case presents numerous risks on liability, as illustrated by the fulsome summary judgment briefing and oral argument presented at the July 17, 2024 hearing." Dkt. 278 ¶¶ 3, 6. The Court's preliminary finding remains supported by the record.

As explained in Plaintiffs' preliminary approval motion and attorneys' fees petition, Plaintiffs reiterate that success at each stage can never be assured but, given the novelty and difficulty of the issues in this litigation, delay and costs would be certain. Dkt. 271 at 8–11; Dkt. 280 at 7–10, 14–16. Indeed, the Court has already explained that though it was "inclined" "to grant class certification," summary

judgment was far less certain at "50/50 and pick them," with the Court expressing "some skepticism about" Plaintiffs' core legal "theory" and warning that any denial of summary judgment would be "by the skin of the plaintiffs' teeth." 7/17/24 H'rg Tr. at 96:10–103:9. Even if Plaintiffs survived summary judgment, the odds of securing a favorable verdict were no better than a coin flip (Dkt. 271 at 9), and the Eleventh Circuit and Supreme Court presented yet more risk (and delay) beyond that. To that end, Plaintiffs respectfully reiterate that the Settlement will avoid prolonging the litigation, pursuant to the Court's observation at the July 17 hearing that "you shouldn't have a case that's [already] five years old and be where we are[.]" 7/17/24 H'rg Tr. at 6:2–5.

In short, this Settlement will obviate years of additional, costly, and risky litigation in exchange for immediate cash payments. This principled compromise will inure to the clear benefit of the Settlement Class, and thus this factor strongly favors final approval. Fed. R. Civ. P. 23(e)(2)(C)(i); *Grant*, 2019 WL 367648, at *7 (cleaned up) (granting final approval where "there exists real potential for years of further litigation, as well as a possibility that [the defendant] could prevail on the merits or defeat contested class certification").

2. Rule 23(e)(2)(C)(ii): The method of distributing relief is simple and effective.

Another relevant factor at final approval is "[t]he process by which the settlement proceeds will be distributed to Settlement Class members." *Grant*, 2019 WL 367648, at *7 (citing Fed. R. Civ. P. 23(e)(2)(C)(ii)). At preliminary approval,

the Court observed that "[t]he Settlement is non-reversionary and is proposed to be distributed based on each Class Member's paid Program Fees, a method that is well established as fair." Dkt. 278 ¶ 7. The record continues to support the Court's finding.

Payment procedures are straightforward and implemented easily. Following final approval, the Settlement Administrator will promptly effectuate the claims and payment process to class members, by calculating Class Members' pro rata share of the Settlement, scaled relative to each Class Members' damages, after deducing the costs of notice and claims administration and attorneys' fees and expenses. Dkt. 271 at 2. Because claimants have already submitted payment information, valid claimants do not need to submit additional information to receive money from the Settlement. Dkt. 271-2 §§ V(D)(3). With respect to claims suspected as fraudulent pursuant to the Settlement Administrator's robust anti-fraud procedures, the Settlement Administrator will send a deficiency notice to each claimant and provide instructions for verifying the claim. MacFarland Decl. ¶¶ 18–19. Claimants with suspected fraudulent claims will have 21 days to complete the verification process, and any claim that is not verified will be denied. *Id*. Additionally, with respect to timely claims rejected due to missing information or documentation, the Settlement Administrator will send a deficiency notice to each Claimant and provide 30 days to resubmit the claim along with the requested information. *Id.* ¶ 20.

3. <u>Rule 23(e)(2)(C)(iii): The proposed award of attorneys' fees raises no barrier to preliminary approval.</u>

The "terms of any proposed award of attorney's fees, including timing of payment," are also factors in determining the adequacy of relief. Fed. R. Civ. P. 23(e)(2)(C)(iii). As explained in the separately-filed motion for attorneys' fees, Class Counsel have sought a fee award worth 27 percent of the non-reversionary Settlement, a request that is consistent with (or less than) fee awards in other common fund cases involving significant risks, novel and difficult issues, and substantial attorney time and labor, and reasonable for all of the reasons described in that motion. *See* Dkt. 280. Class Counsel's request was described in each notice (*see* Dkt. 271-4, Dkt. 275-1 at 2, Dkt. 275-2 at 14), formally filed with the Court (*see* Dkt. 280), and posted on the Settlement website well in advance of the deadline to object to that request. MacFarland Decl. ¶ 11. Accordingly, this factor weighs in favor of final approval of the Settlement. *See Harvey*, 2020 WL 7138568, at *8 (awarding requested attorneys' fees and costs where no objection was filed).

4. <u>Rule 23(e)(2)(C)(iv): There are no agreements between the Parties other than the Settlement bearing on final approval.</u>

Plaintiffs confirmed in their prior preliminary approval motion that no side agreements required to be identified under Rule 23(e)(3) exist. Dkt. 271 at 12; Dkt. 278 ¶ 8. Nothing has changed. This factor therefore supports final approval.

D. <u>Rule 23(e)(2)(D): The Settlement treats Class Members equitably.</u>

Rule 23(e)(2)(D) directs the Court to consider whether the proposed Settlement treats Class Members equitably relative to each other. *See Grant*, 2019 WL

367648, at *7. This subsection of Rule 23(e) determines "whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23(e)(2)(D), Advisory Committee's Note to 2018 amendments. As the Court previously found at the preliminary approval stage, this Settlement satisfies Rule 23(e)(2)(D): "The Settlement apportions the Settlement Fund, after deductions for attorneys' fees, costs, and settlement expenses, based on the amount of Program Fees each valid claimant paid, an apportionment that treats Settlement Class Members equitably." Dkt. 278 ¶ 10. There is no cause to alter that finding; this factor therefore supports final approval of the Settlement.

E. Class Members' participation in and support for the Settlement is overwhelming (*Bennett* factor 5).

Finally, at the final approval stage courts must also consider "the substance and amount of opposition to the settlement[.]" *Grant*, 2019 WL 367648, at *4 (quoting *Bennett*, 737 F.2d at 986).

The Class has voted with its feet and provided near-universal support for the Settlement. Class Members submitted 173,333 timely, valid claims. MacFarland Decl. ¶ 16. Only five submitted opt-out requests, and just one Class Member objected. *Id.* ¶¶ 21–22. "The low opt-out and objection rates weigh in favor of granting final approval to the Settlement." *Grant*, 2019 WL 367648, at *8; *see also Hall v. Bank of America, N.A.*, 2014 WL 7184039, at *5 (S.D. Fla. Dec. 17, 2014)

(where objections from settlement class members equated to less than one-tenth of a percentage of the class and no attorney general or regulator submitted an objection, "such facts are overwhelming support for the settlement and evidence of its reasonableness and fairness"). Additionally, as explained in Plaintiffs and Class Counsel's attorneys' fees motion, the undersigned even received two e-mails from notice recipients requesting representation in other matters, further indicating that Class Members are pleased with the Settlement. Dkt. 280 at 15.

The Court, moreover, has already overruled the sole objection to the Settlement, which did not implicate the amount any Class Member will or could receive, the amount Heartland will or could pay, the quantum of attorneys' fees Class Counsel will or could receive, and almost certainly implicates less than $100. Dkts. 284, 286. The objector, Mr. Dodson, generally approved of the Settlement, and objected only that Feeding America is an improper cy pres recipient because its mission is not closely related to this lawsuit. Dkt. 282 at 3. While Mr. Dodson's objection was in error, *see id.*, Plaintiffs have nevertheless researched all of his proposed alternative recipients to avoid holding up the distribution of money to class members during appeal, selecting National Consumer Law Center (to which Heartland does not object) to receive any cy pres funds (if any exist).[5]

[5] Out of an abundance of caution, Plaintiffs reiterate that neither the Parties nor Mr. Dodson see a reason for this modification to delay final approval. Dkt. 286 ("The Court does not expect that this further modification will impact the hearing date or current schedule[.]"); *cf. Grant*, 2019 WL 367648, at *8 (rejecting objections to settlement that did "not relate to the terms of the Settlement or the alleged conduct that gave rise to Plaintiff's complaint").

III. **All criteria for certification of the Settlement Class are satisfied.**

As the Court concluded in granting preliminary approval and directing notice to the Class, the Settlement Class likely meets the requirements under Fed. R. Civ. P. 23(a) and 23(b)(3). Dkt. 278 ¶ 11. This remains true: Plaintiffs have demonstrated that certification for Settlement is appropriate.

CONCLUSION

Plaintiffs respectfully request that the Court: (1) certify the Settlement Class; (2) grant the Parties' request to permit Class Members to submit late-filed claims through September 23, 2025; (3) designate National Consumer Law Center as the recipient of any cy pres in the event it exists; (4) grant final approval to the Settlement; (5) approve an award of attorneys' fees in the amount of $4,927,500 (27 percent of the total value of the settlement), plus reimbursement of litigation expenses in the amount of $547,500; and (6) permit Plaintiffs to submit the Proposed Order and Proposed Final Judgment attached hereto, pursuant to Local Rule 3.01(j).

Date: September 8, 2025

<u>/s/ Jason L. Lichtman</u>

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Class Counsel

LOCAL RULE 3.01(g) CERTIFICATION

Under Middle District of Florida Local Rule 3.01(g), I, Sarah D. Zandi, certify that Plaintiffs' counsel have conferred with counsel for Defendant, and Defendant does not oppose the requested relief for Settlement purposes only.

CERTIFICATE OF SERVICE

On September 8, 2025, I caused to be electronically filed the foregoing document with the Clerk of the Court using CM/ECF, which will deliver the document to all counsel of record.

/s/Sarah D. Zandi

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

MAX STORY, *et al., on behalf of themselves and all others similarly situated,*

Plaintiffs,

v.

HEARTLAND PAYMENT SYSTEMS, LLC,

Defendant.

No. 3:19-cv-724-TJC

DECLARATION OF ELENA MACFARLAND REGARDING THE STATUS OF NOTICE AND SETTLEMENT ADMINISTRATION

I, Elena MacFarland, hereby declare and state as follows:

1. I am a Project Manager for the Court-appointed Settlement Administrator, Eisner Advisory Group LLC ("EAG")[1], a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. As the Project Manager, I am personally familiar with the facts set forth in this Declaration.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge as well as the information provided by other experienced employees working under my supervision.

[1] Capitalized terms, unless otherwise stated, are defined in the Settlement Agreement. Dkt. 271-2.

BACKGROUND

3. ***Preliminary Approval.*** On May 23, 2025, this Court entered its order preliminarily approving the Settlement Agreement and appointing EAG as the Settlement Administrator. Dkt. 281. After the Court's preliminary approval of the Settlement, EAG began to implement and coordinate the Notice Program ("Notice Program").

4. ***Purpose of this Declaration.*** I submit this Declaration to evidence and establish EAG's compliance with the terms of the Preliminary Approval Order and detail EAG's execution of its role as the Settlement Administrator.

CLASS ACTION FAIRNESS ACT NOTICE ("CAFA")

5. On April 11, 2025, pursuant to 28 U.S.C. § 1715, EAG, on behalf of Defendant Heartland Payment Systems, LLC, caused notice of this settlement and related materials to be sent to the Attorneys General of applicable U.S. states, Puerto Rico, as well as the Attorney General of the United States. Notices were mailed via United States Postal Service ("USPS") Certified Mail. *See* Dkt. 273-1 (CAFA Notice and service list). As of the date of this declaration, EAG has not received any objection or any other response from any Attorney General.

NOTICE PROGRAM EXECUTION

6. ***Notice Database.*** EAG maintains a database of 3,606,841 Settlement Class Member records which was used to effectuate the notice campaign outlined in the Settlement Agreement. EAG received the class data on May 27, 2025, in twelve (12) Excel files containing the name, mailing address, email address, and total Program Fees paid during the Class Period, to the extent available, for a total of 4,326,728 records. After consolidating the files and deduplicating the data, EAG determined that a total of 3,606,841 unique records exist in the class data.

7. ***Email Notice.*** Before sending the Notice by email (the "Email Notice"), EAG performed an email hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. The process included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Email addresses for 3,497,677 Settlement Class Members passed the hygiene and verification process. In sending the email notice, EAG followed standard email best practices, including utilization of "unsubscribe" links and contact information for the Settlement Administrator. Beginning on June 23, 2025, EAG caused the Email Notice to be sent via email to the 3,497,677 email addresses that passed the hygiene and verification process. Ultimately, the Email Notice was successfully delivered to 3,391,491 email addresses. *See* Dkt. 275-1 (a true and correct copy of the corrected Email Notice).

8. ***Mail Notice.*** EAG coordinated and caused the Short Form Notice ("Postcard Notice") to be mailed via U.S. First Class Mail to Settlement Class Members for whom (a) an email address was not available or did not pass the verification process, (b) an Email Notice was not successfully delivered and (c) a mailing address was available from the class data. The Postcard Notice included (a) the web address to the case website for access to additional information, (b) rights and options as a Settlement Class Member and the dates by which to act on those options, and (c) the date of the Fairness Hearing. *See* Dkt. 271-4 (a true and correct copy of the Postcard Notice).

9. ***Mailing Address Validation.*** Prior to mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by USPS. In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip codes and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. EAG caused the

mailing of the Postcard Notice by U.S. First Class Mail to a total of 35,515 Settlement Class Members. EAG also executed supplemental mailing for 2,508 Settlement Class Members for which an initial Postcard Notice was not deliverable but for which EAG was able to obtain an alternative mailing address through (1) forwarded address provided by the USPS, or (2) skip trace searches using LexisNexis third-party vendor database. Mail notice delivery statistics are detailed in paragraph 15 below.

10. ***Reminder Email Notice.*** On July 28, 2025, this Court entered the order granting Settlement modification. Dkt. 281. Beginning on July 30, 2025, EAG caused the reminder Email Notice ("Reminder Email Notice"), including the notice of Settlement modification, to be sent via email to the 3,391,491 email addresses to which the Email Notice was successfully delivered. A true and correct copy of the a sample Reminder Email Notice is attached hereto as **Exhibit A**.

11. ***Settlement Website.*** Prior to dissemination of the Class Notice, EAG published the Settlement Website, www.MSBFeeSettlement.com. Visitors to the Settlement Website can download the Long Form Notice (*see* Dkt. 275-2 (a true and correct copy of the Long Form Notice**)**, as well as documents on the case docket, such as the Class Action Complaint, the Settlement Agreement, the petition for attorneys' fees and costs (uploaded to the Settlement Website on July 25, 2025), Court orders, and other relevant documents. Visitors are also able to submit Claims electronically, submit address updates electronically, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of September 4, 2025, the Settlement Website has received 1,070,280 unique visitors and 3,352,778 page views.

12. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box ("P.O. Box") for the Settlement Program:

Heartland Settlement Administrator

P.O. Box 3413

Baton Rouge, LA 70821

This P.O. Box serves as a location for USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit exclusion requests and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

13. ***Dedicated Toll-Free Number.*** EAG established a toll-free telephone number, 1-833-530-0046 ("Toll-Free Number"), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system ("IVR") that provides important settlement information and offers the ability to leave a voice message to address specific questions or requests. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

14. ***Email Support.*** EAG established an Email address, info@MSBFeeSettlement.com, to provide an additional option for Settlement Class Members to address specific questions or requests to the Settlement Administrator for support.

NOTICE PROGRAM REACH

15. ***Notice Reach Results.*** Through the Notice procedures outlined above, EAG attempted to send direct notice to 3,533,198 Settlement Class Members. As of September 4, 2025, the Notice Program reached a total of 3,424,093 (94.93%) of

Settlement Class Members[2]. Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

Table 1: Direct Notice Program Dissemination & Reach		
Description	**Volume of Class Members**	**Percentage of Class Members**
Class Members	3,606,841	100.00%
Email Notice		
(+) Total Email Notices Sent	3,497,683	96.97%
(+) Total Email Notices Delivered	3,391,491	94.03%
(-) Total Email Notices Bounced/Undeliverable	106,192	2.94%
Initial Notice Mailing		
(+) Total Notices Mailed	35,515	0.98%
(-) Total Notices Returned as Undeliverable	5,163	0.14%
Supplemental Notice Mailing		
(+) Total Notices Re-Mailed	2,508	0.07%
(-) Total Undeliverable (Re-Mailed) Notices	258	0.01%
Direct Notice Program Reach		
(+) Received Email Notice	3,391,491	94.03%
(+) Received Postcard Notice	32,602	0.90%
(=) Received Direct Notice	**3,424,093**	**94.93%**

CLAIM ACTIVITY

16. ***Claim Intake and Processing.*** The online Claim Form submission feature was available on the Settlement website beginning June 23, 2025. The online Claim Form required Class Members only to confirm that they are a Class Member, provide their contact information, and select a manner of receiving payment. The deadline to submit a Claim was August 20, 2025. As of September 4, 2025, EAG has

[2] A Settlement Class Member is considered "reached" by direct Notice if a Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

received a total of 412,223 Claim submissions, of which 173,333 Claims have been determined to be timely and valid. Table 2 below provides summary statistics of Claim submissions and current dispositions as of September 4, 2025. EAG will continue to analyze the Claims submissions received.

Table 2: Claims Statistics	
Description	**Volume (#)**
Total Claims Received	**412,223**
(-) Invalid: Potentially Fraudulent Claims	154,804
(-) Invalid: Rejected Claims	84,037
(-) Invalid: Late Claims	49
(=) Net Valid Claims Received	**173,333**

17. ***Requests to Submit Late-Filed Claims.*** As of September 4, 2025, EAG has received correspondence from 49 Settlement Class Members requesting to submit a Claim after the August 20, 2025 deadline. Acceptance of the late-filed claims will have de minimis impact on payments to Class Members and settlement administration costs.

18. ***Fraud Procedures and Analysis.*** To combat rampant fraud in class action settlements and protect the interests of valid claimants, EAG employs a cutting-edge, three-tiered defense strategy that combines industry-leading technologies with human oversight. EAG's first line of defense is an advanced machine learning supported Web Application Firewall ("WAF"). This WAF is continuously updated in real-time based on insights from the global network, ensuring proactive protection against emerging threats. The second tier of EAG's defense utilizes sophisticated AI algorithms to detect and mitigate bot and scripted browser traffic, effectively distinguishing between legitimate and malicious activities to prevent attacks like credential stuffing in real-time. These algorithms compare data across all active case websites allowing us to identify patterns and bad actors across tens of millions of

website interactions. Our third and most comprehensive line of defense involves a team of dedicated fraud prevention specialists who employ a proprietary, multifaceted approach. This includes AI-powered fuzzy matching to identify abnormal patterns indicative of fraud, digital fingerprint verification, and comprehensive monitoring of suspicious IPs and domains across all cases. By leveraging technology, we ensure that our fraud mitigation practices not only meet but exceed industry standards.

19. ***Suspected Fraudulent Claims.*** Through the procedures outlined above, EAG and its partners identified 154,804 Claim submissions with characteristics that suggest the Claim is likely fraudulent. These indicators include but are not limited to: (1) instances where the same IP address that appears up to 199 times; (2) claims identified by AI algorithms as possible bot submissions; (3) the Claim was submitted with a suspicious email address and PayPal or digital payment card selected as preferred payment method; and/or (4) the email address associated with the Claim is either included in a database maintained by the Settlement Administrator or its partners of known fraudulent email addresses or registered with a foreign Email Service Provider. EAG will send a deficiency notice to each Claim that is suspected to be fraudulent informing the Claimant that additional information is required to verify their Claim. The notice will provide instructions for verifying the Claim. Claimants with suspected fraudulent Claims will have 21 days to complete the verification process. EAG will send a reminder email to those Claimants who have not verified their Claim at least seven (7) days prior to the deadline. Claims identified as fraudulent will be denied and will not receive payment.

20. ***Claims Rejected Due to Insufficient Information***. During the review process, EAG identified 84,037 Claim submissions that require additional information to confirm the validity of the Claim. Beginning September 26, 2025,

EAG will send a notice in response to each rejected Claim informing the Claimant that additional information is required to verify their Claim. The notice will provide instructions for verifying the Claim, and any Claim that is not verified by the provided deadline will be denied. Claimants with rejected Claims will have 30 days to complete the verification process.

EXCLUSIONS AND OBJECTIONS

21. ***Exclusions (Opt-Outs) Received.*** The deadline for Settlement Class Members to request to be excluded from the Settlement was August 28, 2025. Dkt. 278 ¶¶ 26, 34.To date, EAG has received five (5) exclusion requests from Settlement Class Members, which were provided to the parties in this Action. A list of Settlement Class Members who have timely requested exclusion from the Settlement (the "Opt Out List"), with names and addresses redacted, is attached hereto as **Exhibit B**. I have conferred with Class Counsel Jason L. Lichtman and Sarah Zandi who have confirmed that upon request, Plaintiffs will submit an unredacted copy of the Opt Out List *in camera*.

22. ***Settlement Objections.*** The Settlement Agreement directs that objections be filed with the Court, and copies of the objections provided to the Parties in this Action. As of September 4, 2025, EAG has received one (1) objection from a Settlement Class Member.

CERTIFICATION

I, Elena MacFarland, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 8th day of September, 2025, in Baton Rouge, Louisiana.

/s/Elena MacFarland

Elena MacFarland

EXHIBIT A

REMINDER: If you used a credit or debit card to upload money to buy school lunches on the "MySchoolBucks" website between June 18, 2013 and July 31, 2019, you may be eligible to receive money from an $18.25 million class action settlement. YOU HAVE UNTIL AUGUST 20, 2025 TO SUBMIT A CLAIM FOR PAYMENT IF YOU HAVE NOT ALREADY DONE SO.

If you have already submitted a claim for payment, decided not to do anything, submitted an opt-out request, and/or objected to the Settlement, you do not need to do anything after reviewing this Reminder Notice.

CLICK HERE TO FILE A CLAIM BY August 20, 2025	Your Settlement Claim ID is [INSERT CLAIM ID]. Please save this number.

YOU ARE NOT BEING SUED. THE PURPOSE OF THIS NOTICE IS TO EXPLAIN THE LAWSUIT AGAINST HEARTLAND PAYMENT SYSTEMS, LLC, YOUR LEGAL RIGHTS, AND YOUR OPTIONS AFTER READING THIS NOTICE.

Questions? Visit www.MSBFeeSettlement.com,
or call the toll-free telephone number 1 (833) 530-0046 for more information.

Dear [**INSERT CLAIMANT NAME**],

You previously received a notice explaining your legal rights and options in connection with a lawsuit against Heartland Payment Systems, LLC ("Heartland"). The name of the class action lawsuit is *Story, et al. v. Heartland Payment Systems, LLC,* No. 3:19-cv- 724 (M.D. Fla.). Plaintiffs sued Heartland over Program Fees that Heartland charged to MySchoolBucks users who uploaded money to buy school lunches. **This lawsuit has settled for $18.25 million.**

As a reminder, if you have used a credit or debit card to upload money for school lunch purchases on the "MySchoolBucks" website between June 18, 2013 and July 31, 2019, and paid "Program Fees," you may be a member of the Settlement Class, which means you may be eligible to receive money from the $18.25 million Settlement. **In order to receive a payment, you must submit a claim by August 20, 2025** by visiting this website: **www.MSBFeeSettlement.com.** It should take you less than five minutes to submit a claim.

If you previously submitted a claim and attempt to submit another one, you will see a notification pop up telling you that you have already submitted a claim. If you believe that this notification is incorrect, please contact the Heartland Settlement Administrator for help using the contact information below.

WHY AM I RECEIVING THIS REMINDER NOTICE?

You have received this Reminder Notice because you may be a member of the Settlement Class, which means that you may be able to get payment from the Settlement. You are a member of the Settlement Class and can submit a claim to receive payment if all of the below apply to you:

1. You used a credit or debit card to upload money on the MySchoolBucks platform;
2. You uploaded money to MySchoolBucks specifically to buy school lunches / food items;
3. You uploaded money to MySchoolBucks between June 18, 2013 and July 31, 2019;
4. You uploaded money to MySchoolBucks at least one time ON OR AFTER January 1, 2015; and
5. You have not already submitted a claim for payment from the Settlement.

WHAT DOES THE SETTLEMENT DO?

Heartland will pay $18,250,000 into a "Settlement Fund." All of the money in the Settlement Fund will be used to pay members of the Settlement Class, fees and expenses associated with the Settlement, and any attorneys' fees and costs.

Plaintiffs' attorneys have filed a motion requesting that the Court award them $4,927,500 in fees and $547,500 in costs. The Court has not yet decided whether to grant this request. To view Plaintiffs' motion, please visit this website: https://www.msbfeesettlement.com/court-documents/.

Please note that on July 28, 2025, the Court allowed the Parties to make a small change to the Settlement to allow Feeding America to receive any leftover money (if any) from the Settlement Fund. This change will not impact the amount of any money any individual Class Member who submits a valid claim will receive, the amount Heartland will pay into the Settlement Fund, or the amount of fees and costs the Court can or will award Plaintiffs' attorneys. To see the Court's order allowing the Parties to distribute the small amount of leftover money in the Settlement Fund (if any), please use the following link and click on the button at the bottom of the page that says "Order Granting Settlement Modification": https://www.msbfeesettlement.com/court-documents/.

AFTER I READ THIS REMINDER NOTICE, WHAT ARE MY OPTIONS?

After you read this Reminder Notice, you have 4 options:

1. **Option 1: Submit a Claim to Receive Money.** If you have not already submitted a claim for payment but would like to, follow the instructions below:
    a. You can submit a claim by following the instructions on this website: www.MSBFeeSettlement.com. This should take less than five minutes and you only need to do it one time. This is the only way to receive payment from the Settlement.
    b. You must submit a claim electronically by August 20, 2025.
    c. You do not need to do anything else to receive payment.
    d. If you are eligible, you will receive a payment from the Settlement. This will not happen until the judge holds a hearing to discuss the Settlement, agrees that the Settlement is fair, and appeals from the judge's decisions (if any) are finished. Note that how much you are paid will vary depending on how much in Program Fees you paid and how many people end up submitting claims.

2. **Option 2: Do Nothing.** Unless you submitted a claim before you received this Reminder Notice, if you do nothing in response to this Notice, you will not be paid anything from the Settlement. You will also not be able to bring a lawsuit against Heartland for charging the "Program Fees" between June 18, 2013 and July 31, 2019.

3. **Option 3: Opt Out of the Settlement.** If you have not already requested to be excluded from the Settlement but have decided that you do not want to participate in the lawsuit, you can "opt out" by following the instructions below:
    a. You can opt out by following the instructions on the website www.MSBFeeSettlement.com, and then sending a statement to the Settlement

Administrator (which is the company that issues payments from the Settlement). All of the instructions for drafting and sending the statement are on www.MSBFeeSettlement.com.
   b. You must opt out by August 28, 2025.
   c. If you opt out, you will not receive a payment from the Settlement.
   d. However, you will not be legally bound by the Settlement Agreement.

4. **Option 4: Object to the Settlement.** You still have time to tell the Court about any problems you have with the Settlement, by following the instructions below:
   a. You can object by following the instructions on the website www.MSBFeeSettlement.com and mailing a statement to the judge, Class Counsel, Heartland's lawyers, and the Settlement Administrator. All of the mailing instructions are on www.MSBFeeSettlement.com.
   b. You must submit your objection by August 28, 2025.
   c. You will also have a right to explain your objection at the Fairness Hearing on September 25, 2025 at 2:00pm E.T. at Courtroom 10D, Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, FL 32202.
   d. You can still submit a claim for payment even if you object to the Settlement.

HOW DO I GET MORE INFORMATION ABOUT THE CASE?

More detailed information about this lawsuit, copies of the Plaintiffs' Complaint, the Settlement Agreement, and other documents are available on the Settlement Website: www.MSBFeeSettlement.com.

If you have questions, you can contact the Settlement Administrator at:

Heartland Settlement Administrator
c/o Eisner Advisory Group LLC
P.O. Box 3413
Baton Rouge, LA 70821
1 (833) 530-0046
info@MSBFeeSettlement.com

You can also contact Class Counsel by contacting BOTH (in other words, please make sure you reach out to both attorneys):

- Jason L. Lichtman, Lieff Cabraser Heimann & Bernstein, LLP, 250 Hudson Street, 8th Floor, New York, NY 10013, 1 (212) 355-9500, jlichtman@lchb.com; AND
- Sarah D. Zandi, Lieff Cabraser Heimann & Bernstein, LLP, 275 Battery Street, 29th Floor, San Francisco, CA 94111, (415) 956-1000, szandi@lchb.com.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR HEARTLAND'S ATTORNEYS FOR ANY REASON OTHER THAN TO SERVE OR FILE AN OBJECTION, EVEN IF YOU HAVE QUESTIONS.

EXHIBIT B

Exclusion Requests *Story, et al. v. Heartland Payment Systems, LLC,* No. 3:19-cv-724 (M.D. Fla.)							
Count	**First Name**	**Last Name**	**Address**	**City**	**State**	**Zip Code**	**Submission Date**
1	D	M					7/1/2025
2	J	S					7/1/2025
3	K	V					7/3/2025
4	T	M					8/3/2025
5	K	C					8/5/2025

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

MAX STORY, *et al., on behalf of themselves and all others similarly situated,* Plaintiffs, v. HEARTLAND PAYMENT SYSTEMS, LLC, Defendant.	No. 3:19-cv-724-TJC

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS AND CLASS COUNSEL'S PETITION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

This matter having come before the Court on **PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL, PERMISSION TO PAY UNTIMELY CLAIMANTS, AND AWARD OF ATTORNEYS' FEES AND COSTS** (the "Motion"), notice of the Fairness Hearing been duly given in accordance with this Court's Order, the Court having held a Fairness Hearing on September 25, 2025, and the Court having reviewed in detail and considered the Motion, all other papers that have been filed with the Court related to the Motion, including **PLAINTIFFS AND CLASS COUNSEL'S PETITION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES** (the "Petition"), the record in this matter, the arguments of counsel, and the brief and arguments of the sole

objector to the Motion, **HEREBY GRANTS** the Motion and Petition, and **APPROVES** the Settlement.

IT IS HEREBY ORDERED AS FOLLOWS:

I. Final Approval of the Settlement

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the litigation, the Parties, and all Settlement Class Members.

3. Plaintiffs Max Story and Nancy Murrey-Settle are appointed as Class Representatives.

4. The Court appoints the following counsel to serve as Class Counsel: Jason L. Lichtman of Lieff Cabraser Heimann & Bernstein, LLP; Janet Varnell and Brian Warwick of Varnell & Warwick, P.A.; and Lisa R. Considine and David J. DiSabato of Nagel Rice LLP.

5. For purposes of the Settlement and this Final Approval Order, the Settlement Class is defined as:

> All natural persons who enrolled in MySchoolBucks and paid Program Fees to Heartland on credit or debit card "Meals" transactions between June 18, 2013 and July 31, 2019, except those whose last transaction occurred before January 1, 2015.

6. The members of the Settlement Class who will be bound by this Final Order and Judgment shall include all members of the Class who did not submit a timely and valid Request for Exclusion. Excluded from the Settlement Class are all

persons who validly and timely elected to exclude themselves from the Settlement Class pursuant to Section VI(B)(2) of the Settlement Agreement. A list of those persons is attached as **Exhibit B to the Declaration of Elena MacFarland Regarding the Status of Notice and Settlement Administration.**

7. The Court finds that the requirements of Federal Rule of Civil Procedure 23(a) and 23(b)(3) are satisfied, and reaches the following the conclusions for settlement purposes only:

a. The Settlement Class comprises MySchoolBucks users from more than 3,800 school districts and so is sufficiently numerous.

b. Resolution of this litigation would depend on common answers to common questions, including whether the Program Fees were consistent with the credit card network rules, whether any inconsistency constitutes unconscionable commercial conduct under the New Jersey Consumer Fraud Act, and the meaning of Heartland's Terms of Service.

c. Plaintiffs' claims are typical of the Class because they arise out of the same factual circumstances and proceed under the same legal theories.

d. Plaintiffs are adequate Class Representatives because there are no evident conflicts between them and the Class, and they have evidenced a willingness to advocate vigorously for the Class. Class Counsel are

experienced attorneys who have been appointed class counsel in class action cases and settlements.

e. Common issues in this litigation predominate over individual issues. The central elements of the Class's claims concern Heartland's practices.

f. A class action is superior to many individual actions because, among other reasons, the Class's claims are low-value individually and so it is not economical to bring individual lawsuits.

8. The Court concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure, satisfy the requirements of due process, provided sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to Settlement Class Members, and were the best notice practicable under the circumstances, including direct individual notice to Settlement Class Members where feasible, and a Settlement Website.

9. The Court finds that Heartland provided Class Action Fairness Act notice to the appropriate state and federal officials pursuant to 28 U.S.C. § 1715 on April 11, 2025, which was within ten days of the filing of the preliminary approval motion (Dkt. 271), and that more than ninety (90) days have passed without comment or objection from any governmental entity.

10. The Court finds that the Settlement, as set forth in the Settlement Agreement and this Order, satisfies each of the requirements of Fed. R. Civ. P. 23(e)(2) and is in all respects fair, adequate, and reasonable.

11. The Court finds, after reviewing the submissions by the Parties, that there are no side agreements required to be identified pursuant to Fed. R. Civ. P. 23(e)(3).

12. The Class Representatives and Class Counsel have adequately represented the Class. The Class Representatives and Class Counsel have vigorously and effectively represented the Class through the briefing and arguing motions for class certification, exclusion of expert testimony, and summary judgment.

13. The Settlement was negotiated at arm's length and without collusion, and under the supervision of Hunter Hughes, an experienced and well-respected mediator.

14. The relief provided by the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class, when measured against, among other things, the costs, risks, and delay of trial and appeal. In particular, this case presents numerous risks on liability, as illustrated by the fulsome summary judgment briefing and oral argument presented at the July 17, 2024 hearing.

15. The Settlement apportions the Settlement Fund, after deductions for attorneys' fees, costs, and settlement expenses, based on the amount of Program Fees

each valid claimant paid, an apportionment that treats Settlement Class Members equitably and is well-established as fair.

16. Nothing about that Class Counsel's request for attorneys' fees and expenses undermines the fairness of the Settlement.

17. For these reasons, the Court grants final approval of the Settlement. The Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court. Additionally, the Court hereby accepts the Parties' modification of the Settlement Agreement to designate National Consumer Law Center to receive any residual funds in the event such funds exist. The Court concludes that, if such a residual exists, it is unlikely to exceed $100. Accordingly, the Parties are authorized to provide notification of this modification via the website only because the amount is nominal and this modification will not impact the amount of money any individual Class Member will receive, the amount Heartland will pay, or the amount of fees and costs the Court could or will award Class Counsel.

18. Upon the Effective Date, the Settlement Class Members shall have, by operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties from all Released Claims pursuant to Section VII of the Settlement Agreement.

19. Settlement Class Members are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any Released Claims against any of the Released Parties in any court or before any tribunal.

20. The claims of the Class Representatives and all members of the Settlement Class in this case are hereby dismissed in their entirety with prejudice. Except as otherwise provided in this Order, the Parties shall bear their own costs and attorneys' fees.

21. The Court retains continuing jurisdiction over: (a) implementation of the Settlement and distribution to Settlement Class Members; (b) disposition of the Settlement Fund; (c) hearing and ruling on any matters related to the plan of allocation; and (d) the parties to the Settlement for the purpose of enforcing and administering the Settlement and the mutual releases contemplated by the Settlement.

22. The Court finds that no reason exists for delay in entering this Final Order. Accordingly, the Clerk is directed to enter this Final Order and the accompanying Judgment pursuant to Fed. R. Civ. P. 54(b).

II. Attorneys' Fees

23. The Court finds that Class Counsel are entitled to reasonable attorneys' fees. Fed. R. Civ. P. 23(h); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Ressler v. Jacobson*, 149 F.R.D. 651, 652 (M.D. Fla. 1992).

24. The Court finds that the percentage of the fund method of determining reasonable attorneys' fees is appropriate here, where the Settlement creates a common fund. *Ressler*, 149 F.R.D. at 653; *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1279–80 (11th Cir. 2021) (citing *Camden I Condo. Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991)). Class Counsel's fee request of $4,927,500 is 27 percent of the value of the Settlement fund. The Court finds that this fee is appropriate, given the circumstances of the case. *See Camden I*, 946 F.2d at 774–75 (Though "[t]here is no hard and fast rule mandating a certain percentage of a common fund which may reasonably be awarded as a fee because the amount of any fee must be determined upon the facts of each case[,]" "[t]he majority of common fund fee awards fall between 20% to 30% of the fund" in this circuit.).

25. The Court has analyzed the reasonableness of Class Counsel's fee request, including by considering the twelve *Johnson* factors. *Faught v. American Home Shield Corp.*, 668 F.3d 1233, 1242–43 (11th Cir. 2011) (citing *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717–19 (5th Cir. 1974)).[1] The Court finds that the taken together, these factors support a 27 percent fee award.

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[1] The *Johnson* factors are: (1) the time and labor involved; (2) whether the issues were novel and/or difficult; (3) the skill needed to perform the services properly; (4) the preclusion of other employment; (5) the customary fee; (6) whether the fee was contingent; (7) the time limitations imposed by the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the nature and length of the relationship between class counsel and the named representative; (11) awards in similar cases; and (12) the economics of class counsel. *James D. Hinson Electrical Contracting Co., Inc. v. AT&T Serv., Inc.*, 2016

26. **Novel and Difficult Issues (*Johnson* Factor 2).** The Court finds that this case, like nearly all class action consumer protection litigation, was factually and legally complex, and from the outset of the litigation Class Counsel knew that the outcome was uncertain. *See Stoll v. Musculoskeletal Institute*, 2022 WL 16927150, at *3 (M.D. Fla. July 27, 2022) ("[T]he novelty and difficulty of the issues in a case are significant factors to be considered in making a fee award."); *Gevaerts v. TD Bank*, 2015 WL 6751061, at *12 (S.D. Fla. Nov. 5, 2015) (""The critical point" is whether, "heading into this case, Class Counsel confronted these issues without any assurances as to how the Court would rule."). The novel and difficult issues in this litigation support the requested fee.

27. **Attorney Time and Labor (*Johnson* Factor 1).** Moreover, despite the foregoing risks, over the course of more than five years, Class Counsel devoted over 7,700 hours through the filing of this Petition of attorney and law firm staff time to investigating and litigating the claims, conducting discovery, and negotiating the Settlement in this complex litigation. The requested 27 percent fee award is therefore reasonable. *See Stoll*, 2022 WL 16927150, at *3 (33 percent fee award reasonable where class counsel billed 1048.30 hours litigating the case); *Sec. and Exchange Comm'n v. Davison*, 2023 WL 2931641, at *3, 5 (M.D. Fla. Mar. 8, 2023) (25 percent fee award reasonable where class counsel spent over 9,000 hours prosecuting

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WL 10459419, at *3 (M.D. Fla. Dec. 16, 2016) (Corrigan, J.) (citing *Camden I*, 946 F.2d 768) (cleaned up).

complex claims). The Court also finds that the additional time and labor Class Counsel will devote to the case in connection with continuing to administer the Settlement and claims process, any potential appeals, etc. also supports the reasonableness of the fee request. *See Tweedie v. Waste Pro of Florida, Inc.*, 2021 WL 5843111, at *9 (M.D. Fla. Dec. 9, 2021) (costs associated with future settlement administration relevant to fee award inquiry).

28. **Contingent Fee Economics (*Johnson* Factors 6 and 12).** The Court also finds that Class Counsel should be rewarded for assuming representation of Plaintiffs on a purely contingent basis. *See City of St. Clair Shores Gen. Emp. Ret. Sys. v. Lender Processing Serv., Inc.*, 2014 WL 12621611, at *2 (M.D. Fla. Mar. 4, 2014) (Corrigan, J.) (awarding fee where "[t]he Action was litigated on a purely contingent nature"); *see also Stoll*, 2022 WL 16927150, at *2 (quoting *Ressler*, 149 F.R.D. at 656–57) ("It is a significant risk to prosecut[e] an action entirely on a contingent fee basis. Indeed, '[n]umerous cases recognize that the attorney's contingent fee risk is an important factor in determining the fee award.'"). Further, the Court finds that that the requested fee is reasonable because it will encourage Class Counsel to bring similar cases on behalf of injured plaintiffs who cannot realistically pursue small individual claims in the future. *See Gevaerts*, 2015 WL 6751061, at *13; *see also Ressler*, 149 F.R.D. at 657 ("Attorneys who bring class actions are acting as 'private attorneys general' and . . . public policy favors the granting of counsel fees sufficient to reward counsel for bringing these actions and to encourage them to bring additional such

actions."). Finally, the Court finds that a 27 percent fee award is reasonable given that Class Counsel were the only firms to bring this action, which exposed Class Counsel to greater financial burdens and exacerbated the financial risks. *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1364 (S.D. Fla. 2011) (Class Counsel "should be rewarded for taking on a case from which other law firms shrunk.") (cleaned up).

29. **Preclusion of Other Work (*Johnson* Factor 4).** Class Counsel undertook this litigation to the preclusion of other employment while receiving no compensation for their work in this litigation, which the Court finds supports the reasonableness of the requested fee. *See Stoll*, 2022 WL 16927150, at *2; *St. Clair Shores*, 2014 WL 12621611, at *2 (predicating approval of fee request on fact that class counsel "undertook the Action to the preclusion of other employment").

30. **Outstanding Result for the Class (*Johnson* Factor 8).** Moreover, the Courts finds that a 27 percent fee award is reasonable because Class Counsel achieved an excellent result for Class Members in high-risk litigation. *See Ressler*, 149 F.R.D. at 655 ("It is well-settled that one of the primary determinants of the quality of the work performed is the result obtained."); *see also Stoll*, 2022 WL 16927150, at *3. The Settlement entitles Class Members to a pro rata share of an $18,250,000 no-reversionary common fund, scaled relative to each Class Member's damages (i.e., the total fees they paid), and therefore treats all Class Members fairly. The Court finds that the Settlement is presumptively fair because it was reached in mediation with a

skilled mediator. *See Cooper v. Nelnet, Inc.*, 2015 WL 4623700, at *2 (M.D. Fla. July 31, 2015). Further, the Court finds that the Settlement will avoid prolonging the litigation, which is already five years old, and whose resolution is uncertain. *See St. Clair Shores*, 2014 WL 12621611, at *2 ("[I]n the absence of a settlement, continuing with the claims against Defendants would involve lengthy proceedings whose resolution would be uncertain."). Further, the Court finds that potential Class Members' early reactions to the Settlement demonstrate the quality of the result. 173,333 timely, valid claims have been submitted, there is only **one** objection to the Settlement, and only **five** opt-out requests, and two notice recipients requested representation from Class Counsel in other matters, indicating their satisfaction with the outcome. *See Morgan v. Pub. Storage*, 301 F. Supp. 3d 1237, 1251–52 (S.D. Fla. 2016) ("In a class of [millions], the low number of opt-outs and objections reflects the Class' [sic] overall satisfaction with the Settlement."). The Court finds that the foregoing supports the reasonableness of the 27 percent fee request.

31. **Class Counsel's Experience and Skill (*Johnson* Factors 3 and 9).** The Court finds that Class Counsel have extensive experience and knowledge in complex litigation, which justifies the requested fee award. *See Stoll*, 2022 WL 16927150, at *3 (cleaned up) ("The court considers the experience, reputation, and ability of the attorneys in determining a fee award."). The Court further finds that Class Counsel provided skillful and diligent advocacy to the Class, and that their efforts are particularly impressive in light of the fact that they did not benefit from any

assistance from a government agency. *See St. Clair Shores*, 2014 WL 12621611, at *2; *Ressler*, 149 F.R.D. at 655. Additionally, the Parties reached settlement after five years of litigation and nearly five months of negotiations, which the Court finds reflects the care and deliberation with which Class Counsel approached the settlement process. *See Ressler*, 149 F.R.D. at 654. Moreover, Class Counsel's sophistication, experience, and high-quality advocacy were necessary to successfully prosecuting the case, given the quality of the opposition. *See Stoll*, 2022 WL 16927150, at *3 (defense counsel's renown and ability are relevant to the assessment of "the quality of representation by the class counsel"). As such, the Court finds that the requested 27 percent fee award will help "[e]nsure that counsel of this caliber [are] available to undertake these kinds of risky but important cases in the future." *See Gevaerts*, 2015 WL 6751061, at *11; *see also In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d at 1363 ("In the private marketplace, . . . counsel of exceptional skill commands a significant premium. So it must be here[.]").

32. **Awards in Similar Cases (*Johnson* Factors 5 and 11).** The Court finds that the 27 percent requested fee is squarely in line with fees awarded in this Circuit for similar cases. *See Hanley v. Tampa Bay Sports and Enter. LLC*, 2020 WL 2517766, at *6 (M.D. Fla. Apr. 23, 2020); ("[D]istrict courts in the Eleventh Circuit routinely approve fee awards of one-third of the common settlement fund."); *Gevaerts*, 2015 WL 6751061, at *11 (awarding fee of 30% of $20,000,000 common fund); *Black v. Winn-Dixie Stores, Inc.*, 2011 WL 13257526, at *6 (M.D. Fla. June 17, 2011)

(Corrigan, J.) (approving Class Counsel firm's requested 30 percent fee in different litigation); *St. Clair Shores*, 2014 WL 12621611, at *2 (awarding "attorneys' fees in the amount of 25% of $13,100,000 . . . or $3,275,000"); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291, 1298 (11th Cir. 1999) (affirming 33 1/3 percent fee award); (*Stoll*, 2022 WL 16927150, at *2 (a 33 percent fee "mirror[s] the market rate in other similar litigation" and is reasonable); *Morgan*, 301 F. Supp. 3d at 1251–52 (similar) (collecting cases); *Ressler*, 149 F.R.D. at 653 (awarding 30 percent fee). The Court also finds that Class Counsel's 27.1 percent fee request is well-supported by authority instructing that "[t]he percentage method of awarding fees in class actions is consistent with, and is intended to mirror, practice in the private marketplace where . . . attorneys regularly contract for contingent fees between 30% and 40%." *Stoll*, 2022 WL 16927150, at *2 (cleaned up) (collecting cases).

33. **Lodestar Cross-Check.** The Court finds that it is not required to consider lodestar when awarding fees. *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d at 1278–79. Pursuant to the Court's foregoing assessment, the requested fees are supported by the considerable time and labor Class Counsel spent and the "excellent" results achieved, such that a further lodestar analysis is "unnecessary" in light of "the inefficiencies that it creates." *See In re Checking Acct. Overdraft Litig.*, 2020 WL 4586398, at *18–19 (S.D. Fla. Aug. 10, 2020).

34. **No Prior Relationship between Class Counsel and Named Plaintiffs (*Johnson* Factor 10).** Additionally, the Court finds that the fee request is reasonable

given that Class Counsel had not provided the named Plaintiffs with legal representation prior to initiating this litigation. *See Ressler*, 149 F.R.D. at 655 (lack of prior attorney-client relationship between named plaintiffs and class counsel "militates in favor of the [] fee award sought here because plaintiff[s] did not have a 'track record' with the law firms").

35. **No Lack of Time Restraints (*Johnson* Factor 7).** Further, the Court finds that this lawsuit was not subject to any time constraints, and as such this factor is not a reason to deny Class Counsel's fee request. *See James D. Hinson*, 2016 WL 10459419, at *3 ("the time limitations imposed by the circumstances" is a factor in the fee award analysis).

36. For the foregoing reasons, the Court concludes that the requested fee award is reasonable, and **GRANTS** attorneys' fees to Class Counsel in the amount of $4,927,500.

III. Litigation Expenses

37. Class Counsel are also entitled to reimbursement of reasonable out-of-pocket costs advanced for the Class for which they provide adequate documentation. *See Hanley*, 2020 WL 2517766, at *6 ("[C]ourts normally grant expense requests in common fund cases as a matter of course."); *Stoll*, 2022 WL 16927150, at *4.

38. The Court finds that Class Counsel provided adequate documentation showing that the expenses incurred in this litigation are primarily attributable to expert costs, and the rest almost entirely reflect costs in connection with depositions,

e-discovery hosting and review, travel for meetings and appearances, and mediation. Class Counsel have not sought reimbursement for a limited number of high expenses such as a bottle of wine with dinner or a costly plane ticket. Accordingly, the Court finds that the expenses for which Class Counsel have sought reimbursement were reasonable and necessary to the effective representation of the Class. *See Gevaerts*, 2015 WL 6751061, at *14 (approving reimbursement of "fees for experts, photocopies, travel, online research, translation services, mediator fees, and document review and coding expenses," among other costs).

39. Further, the Court finds that these expenses demonstrate Class Counsel's commitment to providing skillful and diligent advocacy, even as they were strongly incentivized to keep expenses at a reasonably low level, because of the high risk of no recovery when the fee is contingent. *See Gutierrez v. Amplify Energy Corp.*, 2023 WL 3071198, at *7 (C.D. Cal. Apr. 24, 2023) (quoting *Beesley v. Int'l Paper Co.*, 2014 WL 375432, at *3 (S.D. Ill. Jan. 31, 2014)).

40. Finally, the Court finds that Class Counsel's requested reimbursement is consistent with expenses reimbursed in other in other similarly-situated complex class action common fund cases, and is therefore reasonable. *See, e.g.*, *Wendy*, 2018 WL 11351711, at *2 (in complex consumer class action, reimbursement of costs and expenses in the amount of $400,000 was reasonable and justified); *In re Blue Cross Blue Shield Antitrust Litig.*, 2022 WL 4587617, at *1 (N.D. Ala. Aug. 9, 2022) (awarding $40,916,627.90 in litigation costs and expenses in complex litigation);

Baker v. Saint-Gobain Performance Plastics Corp., 2022 WL 1025185, at *9 (S.D.N.Y. Feb. 4, 2022) (awarding $1,040,817 in litigation expenses); *Jenkins v. Nat'l Grid USA Serv. Co.*, 2022 WL 2301668, at *5 (E.D.N.Y. June 24, 2022) (awarding $1,052,082.51 in litigation expenses).

41. Accordingly, the Court **GRANTS** Plaintiffs and Class Counsel's request for reimbursement of out-of-pocket litigation expenses in the amount of $547,500.

IT IS SO ORDERED.

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United States District Judge
The Honorable Timothy J. Corrigan

______________, 2025

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

MAX STORY, *et al., on behalf of themselves and all others similarly situated,*

Plaintiffs,

v.

HEARTLAND PAYMENT SYSTEMS, LLC,

Defendant.

No. 3:19-cv-724-TJC

[PROPOSED] FINAL JUDGMENT

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Judgment that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. All Settlement Class Members are bound by the Settlement Agreement, the Release contained therein, and this Final Judgment, regardless of whether such Settlement Class Members seek or obtain any distribution from the Settlement Fund.

3. The Court dismisses on the merits and with prejudice the claims in the Action asserted against Defendant Heartland Payment Systems, LLC ("Heartland"), with each party to bear their own costs and attorneys' fees, except as provided in the Final Approval Order.

4. Without affecting the finality of the judgment in any way, the Court retains continuing jurisdiction over: (a) implementation of the Settlement and

distribution to Settlement Class Members; (b) disposition of the Settlement Fund; (c) hearing and ruling on any matters related to the plan of allocation; and (d) the parties to the Settlement for the purpose of enforcing and administering the Settlement and the mutual releases contemplated by the Settlement.

5. Plaintiffs, Settlement Class Members, and Heartland irrevocably submit to the exclusive jurisdiction of this Court for the resolution of any matter arising out of or relating to the Settlement Agreement, the Final Approval Order, and/or this Judgment.

6. The Released Parties are forever discharged and released from all Released Claims. All Settlement Class Members are permanently barred and enjoined from instituting or continuing the prosecution of any action asserting Released Claims against Released Parties.

7. In the event that the provisions of the Settlement Agreement, the Final Approval Order, or this Judgment are asserted by Heartland or other Released Party as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action, or proceeding by a Settlement Class Member, the Released Party shall be entitled to an immediate stay of that suit, action or proceeding until after this Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions, and no further judicial review of such order or judgment is possible.

8. The Court finds under Federal Rule of Civil Procedure 54(b) that judgment should be entered and that there is no reason for delay. The Clerk is directed to enter this Judgment.

IT IS SO ORDERED.

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United States District Judge
The Honorable Timothy J. Corrigan

__________________, 2025