

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT
DEPARTMENT OF
THE TRIAL COURT

SPENCER SANTOS,
Individually and on behalf of a class
of persons similarly situated,

Plaintiffs,

v.

RIVER WORKS CREDIT UNION,

Defendant.

Civil Action No. 16-0155-BLS1

ORDER APPROVING CLASS ACTION SETTLEMENT

Plaintiff Spencer Santos, through counsel, has submitted to the Court an Assented-To Motion For Approval of Class Action Settlement. The motion seeks approval of the parties' Class Action Settlement Agreement, as amended (the "Settlement Agreement"), approval of Class Counsel's attorneys' fees, and approval of the incentive award to Mr. Santos.

On February 22, 2017, this Court certified a class consisting of the Class Members as initially defined in the Settlement Agreement, approved the issuance of notice of the Settlement to Class Members, and scheduled a hearing on final approval of the Class Action Settlement was set for June 28, 2017. Notice was given to all Class Members pursuant to the terms of the Order.

At the final approval hearing on June 28, 2017, it became apparent that the Defendant had inadvertently omitted some individuals who fell within the definition of Class Members contained in the Settlement Agreement. To remedy this issue, the parties filed an amended

Settlement Agreement, which the Court preliminarily approved on September 11, 2017. Notice was given to the additional Class Members pursuant to the terms of the Order.

This Court has reviewed the papers filed in support of the Motion, including the Settlement Agreement, and the amendment and exhibits thereto, memoranda and arguments submitted on behalf of the Class Members, and supporting affidavits. The Court held a hearing on December 12, 2017, at which time the parties and all other interested persons were heard concerning the proposed settlement.

Based on the papers filed with the Court and the presentations made to the Court by the parties and by other interested persons at the hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this action, including all Class Members, as such term is defined in the Settlement Agreement.
2. The Court has determined that the Notice given to Class Members fully and accurately informed Class Members of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all Class Members.
3. All Class Members are bound by the settlement.
4. The Court grants final approval to the settlement of this action in accordance with the terms of the Settlement Agreement and finds that the settlement is fair, reasonable, and adequate in all respects.
5. The Court orders the parties to the Settlement Agreement to perform their obligations thereunder pursuant to the terms of the Settlement Agreement. The Court

orders that the Defendants shall make payments to Class Members, Plaintiff's Counsel, and Plaintiff within sixty (60) days of the date of this order, in the amounts and on the terms as set forth more fully in the Settlement Agreement.

6. The Court dismisses the action, and all claims and causes of action asserted therein, on the merits and with prejudice, as to all Class Members. This dismissal is without costs to any party, except as specifically provided in the Settlement Agreement.

7. The Court adjudges that the Plaintiff and all Class Members shall, to the extent provided by the Settlement Agreement, conclusively be deemed to have released and discharged the Defendant and the other Released Parties from any and all Released Claims to the extent provided in the Settlement Agreement, and upon performance of the settlement obligations.

8. Without affecting the finality of this Order in any way, the Court retains jurisdiction over: (a) implementation and enforcement of the Settlement Agreement pursuant to further orders of the Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the Settlement Agreement; (b) any other action necessary to conclude this settlement and to implement the Settlement Agreement; and (c) the enforcement, construction, and interpretation of the Settlement Agreement.

9. The Court approves of Class Counsel attorneys' fees, costs and expenses in the amount of \$133,633.00. Defendant shall pay this amount to Class Counsel from the Settlement Fund as provided in the Settlement Agreement.

10. The Court approves the incentive payment to the Plaintiff, Spencer Santos, in the amount of \$15,000. Defendants shall pay this amount to Mr. Santos from the Settlement Fund as provided in the Settlement Agreement.

11. Neither this Order nor the Settlement Agreement is an admission or concession by Defendants of any fault, omission, liability, or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by Defendant. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Defendant or the Class Members.

IT IS SO ORDERED.

Dated: 12/12, 2017


Justice, Superior Court