

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO. 09-MD-02036-JLK

IN RE: CHECKING ACCOUNT  
OVERDRAFT LITIGATION

MDL No. 2036

THIS DOCUMENT RELATES TO:  
FIFTH TRANCHE ACTION

*Childs, et al. v. Synovus Bank, et al.*  
N.D. Ga. Case No. 1:10-CV-03027-ODE  
S.D. Fla. Case No. 1:10-CV-23938-JLK

**FINAL JUDGMENT**

The Court, having entered the Order of Final Approval of Class Settlement, Authorizing Service Awards, and Granting Application for Attorneys' Fees and Expenses hereby **ORDERS AND ADJUDGES** as follows:

1. The Court incorporates herein by reference the Order of Final Approval of Class Settlement, Authorizing Service Awards, and Granting Application for Attorneys' Fees and Expenses ("Final Approval Order").
2. Except as specifically modified by the Final Approval Order, all capitalized terms used herein shall have the meaning set forth in the Settlement Agreement and Release (the "Settlement"). (DE # 4067-1).
3. This Court has personal jurisdiction over all of the Settlement Class Members because they received the best practicable notice of the Settlement, which notice was reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the Action and the terms of the Settlement, and to afford them an opportunity to present their

objections or to request exclusion from the Settlement. The Court also has jurisdiction over Synovus Bank and Synovus Financial Corp. (“Synovus” or the “Bank”) and over Plaintiffs, all of whom have personally appeared in the Action pending before this Court. The Court has subject matter jurisdiction over the Action pursuant to 28 U.S.C. §§ 1332(d)(2) and (6).

4. For purposes of effectuating the Settlement, and in accordance with Federal Rules of Civil Procedure 23(a) and 23(b)(3), the Court certifies the Settlement Class defined as:

All holders of a Synovus Account in the United States, excluding any Account(s) opened and/or maintained in a branch/office of Synovus located within the State of Georgia, who, during the Class Period applicable to the state in which the account was opened, incurred one or more Overdraft Fees as a result of Synovus’ High-to-Low Posting. Excluded from the Class are all current Synovus employees, officers, and directors, and the judge presiding over this Action.

Agreement ¶ 56 (DE # 4067-1).

5. The Action is hereby dismissed with prejudice, each side to bear its own fees and costs, except as otherwise provided in the Final Approval Order. The Action, as defined in the Settlement, includes *Childs, et al. v. Synovus Bank, et al.*, N.D. Ga. Case No. 1:10-CV-03027-ODE, and *Childs, et al. v. Synovus Bank, et al.*, S.D. Fla. Case No. 1:10-CV-23938-JLK, which are dismissed with prejudice, as are any and all other cases pending in this MDL as of Preliminary Approval to the extent they assert claims against Synovus or any of its affiliates.

6. Without limiting the scope of Section XIV of the Settlement, as of the Effective Date, Plaintiffs and all Settlement Class Members (who did not timely opt-out of the Settlement), each on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Synovus and each of its present and former holding company(ies), parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, existing or potential,

suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties, or matters during the Class Period that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies relating to, based upon, resulting from, or arising out of (a) the assessment of one or multiple overdraft f and/or sustained overdraft fees assessed on Settlement Class Members' accounts, (b) the amount of one or more overdraft fees and/or sustained overdraft fees assessed on Settlement Class Members' accounts, or (c) debit re-sequencing or posting order on Settlement Class Members' accounts. The foregoing release includes, by way of example but not limitation, any and all of the following to the extent they involve, result in, or seek recovery or relief for overdraft fees, sustained overdraft fees or debit re-sequencing or posting order: (1) the authorization, approval, or handling of any debit card transaction; (2) any failure to notify or to obtain advance approval when a debit card transaction would or might cause a Settlement Class Members' accounts to become overdrawn or further overdrawn or an overdraft fee to be assessed, (3) any failure to allow Settlement Class Members to opt-out of overdrafts, or to publicize or disclose the ability of the holder of any Synovus account to opt-out of overdrafts, (4) any failure to adequately or clearly disclose, in one or more agreements, posting order, debit re-sequencing, overdrafts, overdraft fees, or the manner in which debit card transactions are or would be approved, processed, or posted to Settlement Class Members' accounts, (5) any conduct or statements encouraging the use of Synovus debit cards, (6) the assessment of any sustained overdraft fee, or (7) any advertisements relating to any of the following.

7. The release in paragraph 6 above extends to all Released Claims, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated,

contingent or non-contingent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery of additional or different facts or a change in law.

8. Those two (2) persons identified on the List of Exclusions attached hereto as Exhibit A are hereby excluded from the Settlement, shall not receive any distribution from the Settlement, and are not bound by this Judgment.

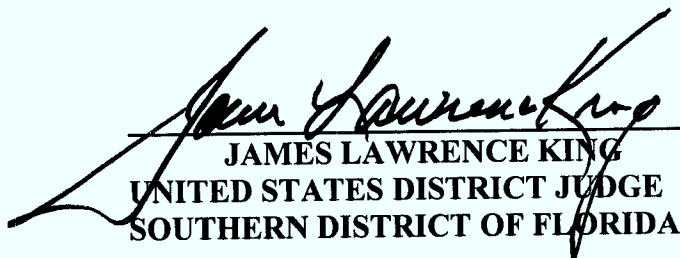
9. The Parties to the Settlement submit to, and this Court expressly reserves and retains, exclusive jurisdiction over the Action and the Parties, including Synovus, Plaintiffs, and all Settlement Class Members, to administer, implement, supervise, construe, enforce, and perform the Settlement in accordance with its terms, and to enforce the Final Approval Order. Without limiting the foregoing, and by way of example only, the Court retains jurisdiction to: (i) address, determine, and approve the residual distributions, if any, provided for in paragraph 95 of the Settlement; and (ii) adjudicate any suit, action, proceeding, or dispute arising out of the Settlement. The Court also retains jurisdiction over all questions and disputes related to the Notice Program, Settlement Administrator, the Notice Administrator, and the Tax Administrator.

10. Nothing in the Settlement, the Final Approval Order, or this Judgment shall be deemed to be an admission, or to constitute an adjudication by the Court, of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by Synovus or any party of any fault, liability, or wrongdoing of any kind whatsoever or of any violation of statute, regulation, or law.

11. Any Protective Order entered in this Action shall survive the termination of this Action and continue in full force and effect after the entry of the Final Approval Order and this Judgment.

12. Plaintiffs and all Settlement Class Members are hereby barred and enjoined from asserting any of the Released Claims including, without limitation, during any appeals from the Final Approval Order and this Judgment.

DONE AND ORDERED in Chambers at the James Lawrence King Federal Justice Building and United States Courthouse in Miami, Florida, this 2nd day of April, 2015.



**JAMES LAWRENCE KING  
UNITED STATES DISTRICT JUDGE  
SOUTHERN DISTRICT OF FLORIDA**

cc: All Counsel of Record

## **EXHIBIT A**

### **SYNOVUS SETTLEMENT CLASS EXCLUSION LIST**

1. Michele O. Lewis
2. Anthony Sloss & Evelene Baldwin