

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

**LINDA R. GLASKE, on behalf of herself
and all others similarly situated,**

Plaintiff,

v.

INDEPENDENT BANK CORPORATION,

Defendant.

**Hon. Muriel D. Hughes
Case No. 13-009983-CZ**

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FINAL JUDGMENT

At a session of said Court, held in the Courthouse, City of Detroit,
County of Wayne, State of Michigan on January 10, 2018

The Court, having entered the Order Granting Final Approval of Settlement, Authorizing Service Award, and Granting Application for Attorneys' Fees and Expenses dated January 10, 2018 ("Final Approval Order"), hereby **ORDERS AND ADJUDGES** as follows:

1. The Court incorporates herein by reference the Final Approval Order.

2. Except as specifically modified by the Final Approval Order or herein, all capitalized terms used herein shall have the meaning set forth in the Settlement and Release Agreement ("Agreement"). The Agreement is on file in this Action and is incorporated by reference and made a part of this Final Judgment.

3. This Court has personal jurisdiction over all of the Settlement Class Members. The Settlement Class Members 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 notice given to Settlement Class Members satisfied the requirements of both Michigan law and due process. The Court also has jurisdiction over Independent Bank Corporation ("Independent") and Plaintiff Linda Glaske, both of whom have personally appeared in this Court.

4. The Settlement Class is defined as:

All Independent customers in the United States who had one or more non-business accounts and who, during the Class Period, incurred an Overdraft Fee as a result of Independent's High-to-low Debit Card Transaction Sequencing.

Agreement ¶ 72. The Class Period is July 31, 2007 through March 9, 2017. *Id.* at ¶ 48.

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.

6. Without limiting or expanding the scope of Section XIV of the Agreement, as of the Effective Date, Plaintiff and each Settlement Class Member, 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 Independent and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them, 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 Actions, 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 Fees on an Independent Account or the amount of one or more Overdraft Fees assessed on an Account, or (b) Independent's High-to-low Debit Card Transaction Sequencing. 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 or Independent's High-to-low Debit Card Transaction Sequencing: (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 Independent Account to become overdrawn or further overdrawn or an Overdraft Fee to be assessed, (3) any failure to allow the holder of any Independent Account to opt out of overdrafts, or to publicize or disclose the ability of the holder of any Independent Account to opt out of

overdrafts, (4) any failure to adequately or clearly to disclose, in one or more agreements, Independent's High-to-low Debit Card Transaction Sequencing, Overdraft Fees, or the manner in which Debit Card Transactions are or would be approved, processed, or posted to Independent Accounts; (5) any conduct or statements encouraging the use of Independent Debit Cards; (6) any advertisements relating to any of the foregoing; and (7) any and all practices attacked in the Complaint, First Amended Complaint, and Second Amended Complaint.

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 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 Final 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 Independent, Plaintiff, 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 109 of the Agreement; and (ii) adjudicate any suit, action, proceeding, or dispute arising out of the Agreement. The Court shall also retain jurisdiction over all questions and disputes related to the Notice Program, Settlement Administrator, the Notice Administrator, the Escrow Agent, and the Tax Administrator.

10. Nothing in the Agreement, the Final Approval Order, or this Final 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 Independent or any party of any fault, liability, or wrongdoing of any kind whatsoever or of any violation of statute, regulation, or law.

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

IT IS SO ORDERED.

1/11/2018
Date: _____

/s/ Muriel D. Hughes

Muriel D. Hughes
Circuit Court Judge

Stipulated as to form and substance:

/s/ E. Adam Webb
E. Adam Webb

/s/ Jon M. Bylsma with consent
Jon M. Bylsma

Attorney for Plaintiff and the Settlement Class

Attorney for Defendant

EXHIBIT A

LIST OF EXCLUSIONS

Glasko v Independent Bank

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Requests for Opt Outs

	Document ID	First Name	Last Name
1	900000002	PAUL	GREENBERG