

STATE OF INDIANA) VANDERBURGH CIRCUIT COURT
) SS:
COUNTY OF VANDERBURGH) CAUSE NO. 82C01-1012-CT-627

STEVEN KELLY, *et al.*, individually and)
on behalf of all others similarly situated,)
)
Plaintiff,)

v.)

OLD NATIONAL BANK,)
)
Defendant.)

Hon. David D. Kiely

CLASS ACTION

FILED
VANDERBURGH CIRCUIT COURT
VANDERBURGH COUNTY
JUN 13 2016
Debra H. Stucke
CLERK

FINAL JUDGMENT

IT IS on this 13th day of June, 2016, HEREBY ADJUDGED AND DECREED PURSUANT TO INDIANA RULE OF TRIAL PROCEDURE 58 THAT:

1. The settlement of *Steven Kelly, et al., Steven Kelly, et al. v. Old National Bank*, Case No. 82C01-1012-CT-627 (Cir. Ct Vanderburgh Cty, Ind.) (the "Action") on the terms set forth in the Parties' Settlement Agreement, with exhibits (collectively, the "Settlement Agreement"), and definitions included therein, signed and filed with this Court on April 8, 2016, is finally approved, the Court having previously certified a class consisting of all Old National Bank customers in the State of Indiana who had one or more consumer accounts and who, during the Class Period (November 9, 2008, up to and including August 15, 2010) incurred an overdraft fee as a result of Old National Bank's practice of sequencing debit card and ATM transactions from highest to lowest. Excluded from the Class are Old National and any of its officers, directors or employees, the presiding judge, Class counsel and members of their immediate families, and persons or entities who or which timely and properly exclude themselves from the Class as provided in the Settlement Agreement.

2. The Court finds that only those persons listed in the List of Requests for Exclusion from Class, and filed with the Court have submitted timely and valid requests for exclusion from the Class and are therefore not bound by this Final Judgment and accompanying Final Order. Lead Class Counsel and Old National's Counsel may mutually agree to allow additional Class Members to exclude themselves or to withdraw their exclusion requests by filing an appropriate notice with the Court.

3. The Class Notice, the Summary Settlement Notice, the web site, the toll-free telephone number, and all other Notices in the Settlement Agreement, and the notice methodology implemented pursuant to the Settlement Agreement: (a) constitute the best practicable Notice under the circumstances; (b) constitute Notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement, and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) are reasonable and deemed as due, adequate, and sufficient Notice to all persons entitled to receive Notice; and (d) met all applicable requirements of law, including, but not limited to the Due Process Clause of the Constitution.

4. All Class Members and/or their representatives who have not been timely excluded from the Class are permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining, intervening in, participating (as class members or otherwise) in, or receiving any benefits from any other lawsuit (including putative class action lawsuits), arbitration, administrative, regulatory, or other proceeding, order, or cause of action in law or equity in any jurisdiction that is covered by the Release and Waiver of Claims.

5. In addition, all Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for

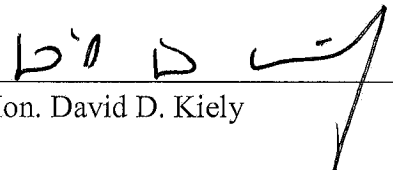
purposes of pursuing, as a purported class action, any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) that is covered by the Release and Waiver of Claims. Pursuant to Indiana Code §34-26-1-1 et. seq., the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

6. Old National shall take all steps necessary and appropriate to provide Class Members with the benefits to which they are entitled under the terms of the Settlement Agreement and pursuant to the Orders of the Court.

7. Lead Class Counsel shall be awarded, on behalf of all Plaintiffs' Counsel, attorneys' fees in the amount of \$1,900,000.00 and reimbursement of costs in the amount of \$133,264.42, which amounts are approved as fair and reasonable, in accordance with the terms of the Settlement Agreement.

8. Each of Steven Kelly, Jonathan A. Cook, and Rebecca F. Cook shall be awarded \$10,000.00 as Service Awards in their capacity as representative Plaintiffs in the Action.

9. The Court will retain continuing jurisdiction over the Action for the reasons and purposes set forth in this Court's Final Approval Order.



Hon. David D. Kiely