

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

MS#1

IN THE MATTER OF

Index No.: 15145/2011

DELORES JACKSON, SHAWN JACKSON AND
ODAMIS VILLA, Individually and on behalf of all
others similarly situated,

Justice Richard Velasquez

Petitioners,

- against -

BANK OF AMERICA, N.A.,

Respondent.

PRELIMINARY APPROVAL ORDER

On consideration of Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement, made pursuant to Rule 908 of the Civil Practice Law and Rules, as well the Class Action Settlement Agreement, this Court finds that there are substantial and sufficient grounds exist for entering this Order:

NOW, THEREFORE, IT IS **ORDERED**, this 14th day of December, 2024 that:

1. **Definitions.** For this Order, all defined terms in the Settlement Agreement are adopted. Any inconsistencies in terminology between the Settlement Agreement and the Settlement Notices or this Order will be controlled by the language of the Settlement Agreement.

2. **Certified Class.** The following classes have been certified by this Court in its Decision and Order dated January 6, 2020:

a) All individual account holders of Bank of America, N.A. ("BANA") who, during the period between January 1, 2009 and the present, had their accounts restrained pursuant to the provisions of the New York Civil Practice Law and Rules in violation, in whole or in part of the Exempt Income Protection Act and whose accounts have been not been applied by a sheriff or receiver to the satisfaction of a judgment. (the "5239 Class");

b) All individual account holders of BANA who, during the period between January 1, 2009 and the present, had their accounts restrained and/or levied upon pursuant to the provisions of the New York Civil Practice Law and Rules in violation, in whole or in part of the Exempt Income Protection Act. (the "5240 Class," together with the 5239 Class, the "Class Members")

For this Order, this definition of the Classes, amended so as to make the Classes period end date be February 17, 2023, shall be controlling

3. **Certified Class Representatives.** Petitioners Dolores Jackson, Shawn Jackson, and Odamis Villa have been found in the Court’s Decision and Order dated January 6, 2020 to be adequate class representatives.

4. **Class Counsel.** The Law Offices of G. Oliver Koppell & Associates have been found in the Court’s Decision and Order dated January 6, 2020 to be adequate Class Counsel.

5. **Preliminary Findings.** The Court preliminarily finds that:

(a) the proposed Settlement results from informed, extensive, arm’s length negotiations between the Parties;

(b) Class Counsel has concluded that the proposed Settlement reflected in the Settlement Agreement is fair, reasonable and adequate; and

(c) the proposed Settlement and the Settlement Agreement are sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class.

6. **Settlement Hearing.** A hearing (“*Settlement Hearing*”) shall be held before this Court on June 18, 2025, at 9:30 a.m. in the Supreme Court of the State of New York, Kings County, 360 Adams St., Brooklyn New York 11201, for the following purposes:

(a) to determine whether the proposed Settlement, as stated in the Settlement Agreement (including the procedures for the distribution of payments to Class Members), is fair, reasonable, and adequate, and should be finally approved by the Court;

(b) to determine whether a final Judgment should be entered;

(c) to determine whether the Actions should be finally certified, for settlement purposes, as a class action under Rule 908 of the Civil Practice Law and Rules;

- (d) to consider Class Counsel’s application for an award of Class Counsel Fees;
- (e) to consider the Class Representatives’ request for a Service Award for the time and effort expended in prosecuting the Actions on behalf of the Class; and
- (f) to rule upon such other matters as the Court may deem appropriate.

7. **Settlement Administrator Approval.** Kroll Settlement Administration LLC is approved as the Settlement Administrator.

8. **Settlement Notice Approval.** The form, substance and requirements of the email notice and postcard notice (collectively, “*Settlement Notices*”), are each approved substantially in the form attached as Exhibits 1 and 3, respectively. The procedures established for distribution of the Settlement Notices substantially in the manner and form stated in paragraph 9 of this Order constitute the best notice practicable under the circumstances, are in full compliance with the notice requirements of due process and Rule 908 of the Civil Practice Law and Rules and shall constitute due and sufficient notice to all persons entitled to notice.

9. **Procedure Approval.** The procedures for emailing and mailing of the Settlement Notices shall be as follows:

(a) No later than sixty (60) days after the Court enters the Preliminary Approval Order, and subject to the Stipulated Protective Order, BANA shall deliver to the Settlement Administrator an electronic file, in a format to be agreed on by BANA and the Settlement Administrator, containing the following related data concerning each Class Member (“Class Members E-File”), to the extent available:

- The name(s) of the Account Holder;
- The address of the Account Holder;
- The last known mailing address of the Account Holder;

- The last known e-mail address of the Account Holder; and
- The last known telephone number(s) of the Account Holder

(b) No later than thirty (30) days after BANA provides the Settlement Administrator with the Class Members E-File, BANA shall provide Class Counsel with the name(s) of the Account Holders in the same format, subject to the Stipulated Protective Order and this Preliminary Approval Order.

(c) No later than ten (10) days after receipt of the Class Members E-File, the Settlement Administrator will conduct a search on the National Change of Address Database of the names of all Account Holders to determine if the Last Known Mailing Address appears to remain valid. The Settlement Administrator will, if appropriate, revise the Last Known Mailing Address based on the results of its additional search and the Last Known Mailing Address or the revised address, as appropriate, shall be deemed the “Current Address” of the Account Holders for purposes of the Settlement Administrator mailing the Settlement Notices in the form approved in this Preliminary Approval Order.

(d) For all those Class Members for whom the Settlement Administrator has a valid email address, no later than thirty (30) days after receipt of the Class Members E-File, the Settlement Administrator shall email the full Settlement Notice to each Class Member.

(e) For all those Class Members for whom the Settlement Administrator does not have a valid email address, no later than thirty (30) days after receipt of the Class Members E-File, the Settlement Administrator shall mail by First Class Mail, postage prepaid, the postcard Settlement Notice to each Class Member at their Current Address.

(f) No later than thirty (30) days after receipt of the Class Members E-File, the Settlement Administrator shall establish a website (“Settlement Website”) which shall

contain the documents (including the Settlement Notice, the Settlement Agreement and this Preliminary Approval Order), information and functionality stated in the Settlement Agreement.

(g) The Settlement Administrator or Class Counsel shall, at or before the Settlement Hearing, file with the Court proof of (i) mailing and emailing of the Settlement Notice and (ii) establishment of the Settlement Website consistent with the terms of the Settlement Agreement.

10. **Binding Settlement Unless Excluded.** Class Members shall be bound by the Settlement Agreement and all determinations and judgments in this action concerning the Settlement, including the releases, whether favorable or unfavorable, unless they request exclusion from the Classes in a timely and proper manner.

11. **Exclusion Request Process.** On or before thirty (30) days prior to the Settlement Hearing, any Class Member may request to be excluded from the Class and not be a member of the Settlement Class. A Class Member wishing to make a request for exclusion must submit a written request, by First Class Mail, postage prepaid, to the address designated in the Class Notice and clearly provide all of the following information:

(a) the name, email address and current mailing address of the person and/or entity seeking exclusion ("**Requestor**"); and

(b) a signed statement that the Requestor wishes to be excluded from the Class and the Settlement in Jackson v. Bank of America, N.A.

If the exclusion request is made by someone other than the Class Member directly, then the Requestor must provide documentation evidencing authority to submit the exclusion request on behalf of the Class Member.

12. **Effect of Valid Exclusion.** Class Members who make a proper request for exclusion will not receive a payment from the Settlement, cannot object to the proposed

Settlement, and will not be legally bound by any judgments that may be entered in the Action or by the terms of the proposed Settlement, if the Settlement is approved by the Court.

13. **Class Counsel Fees / Service Award Procedure.** Class Counsel shall submit (a) a brief in support of final approval of the Settlement, (b) an application for an award of Class Counsel Fees, and (c) an application for Class Representatives' requests for a Service Award on or before twenty-one (21) days before the Settlement Hearing. BANA shall submit any response, if necessary, seven (7) days before the Settlement Hearing.

14. **Objections.** Objections by any Class Member to the Settlement Agreement will be considered only if: (a) the Class Member has not requested exclusion from the Class and (b) such objections and any supporting papers are filed in writing with the Supreme Court of the State of New York, Kings County, 360 Adams St., New York, New York 11201 no later than thirty (30) days before the Settlement Hearing and copies of all such papers and briefs are served by hand, mail or overnight delivery, such that they are received no later than twenty-one (30) days before the Settlement Hearing, by each of the following: (i) G. Oliver Koppell, Esquire and Daniel F. Schreck, Esquire of the Law Offices of G. Oliver Koppell & Associates, 99 Park Ave., Suite 1100, New York, New York, 10016, on behalf of the Class Representatives and the Classes; and (ii) Yoav Griver, Esq. and Daniel Park, Esq. of Zeichner Ellman & Krause LLP, 730 Third Ave., New York, New York 10017, on behalf of BANA. Class Counsel and BANA's Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

15. **Objection Requirements.** Any Class Members who intend to object must include in their filing all the following information:

- (a) the Class Member's name, email address and current mailing address; and

(b) a signed statement that the Class Member objects to the Settlement in Jackson v. Bank of America, N.A., and that states with specificity the reason(s) for such objection.

16. **Settlement Hearing Attendance / Participation.** Attendance at the Settlement Hearing is not necessary for Class Members to object to any matters presented at the Settlement Hearing. Class Members wishing to appear, however, to be heard orally to oppose any matters to be presented at the Settlement Hearing (including the approval of the Settlement) or present evidence at the Settlement Hearing, must submit with their written filing thirty (30) days before the Settlement Hearing a notice of their intention to appear at the Settlement Hearing and the identity of any witnesses they may seek to call to testify and exhibits they may seek to introduce into evidence at the Settlement Hearing.

17. **Prerequisites for Objections / Hearing Presentation.** Unless the Court orders otherwise, no member of the Classes or other person shall be entitled to object to any matters to be presented at the Settlement Hearing, or otherwise be heard at the Settlement Hearing, except by serving and filing written objections as described above. Any person who does not object in the manner prescribed above shall be deemed to have waived such objection and shall be bound by all the terms and provisions of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

18. **No Hearing Attendance Required.** Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval of any matters presented at the Settlement Hearing (including the approval of the Settlement).

19. **Stay of Actions.** All proceedings in the Action are **stayed** until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

20. **Injunction Pending Final Hearing.** Pending final determination of whether the Settlement should be approved, the Class Representatives, all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are **barred and enjoined** from instituting, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Settled Claims against any Released Party.

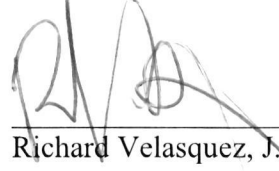
21. **Failure of Effective Date.** If the Effective Date fails to occur for any reason, then the Settlement Agreement shall be null and void, and without prejudice to any party, and none of its terms shall be effective or enforceable and the Settlement Agreement shall not be admissible in any trial of these Action for any purpose, and all parties to these Action shall be deemed to have reverted to their respective status in these Action immediately before the execution of the Settlement Agreement, and, except as otherwise expressly provided in the Settlement Agreement, the parties shall proceed in all respects as if the Settlement Agreement, this Preliminary Approval Order and any related orders had not been entered.

22. **Court's Discretion.** The Court expressly retains discretion to do the following without further notice to members of the Class: (a) reschedule the Settlement Hearing; (b) approve the Settlement Agreement with modification(s) approved by the Parties; (c) award such Class Counsel Fees as the Court finds fair and reasonable, subject to such limitations as are stated in the Settlement Agreement; and (d) award a Service Award to each of the Class Representatives, subject to such limitations as are stated in the Settlement Agreement.

23. **Court's Jurisdiction.** The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement and the terms of the Settlement Agreement.

This constitutes the Order of the Court:

Dated: December 4th, 2024


Richard Velasquez, J.S.C.

HON. RICHARD VELASQUEZ, J.S.C.