

# Exhibit B2

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

JON CARNLEY, ON BEHALF OF  
THEMSELVES AND ALL OTHERS  
SIMILARLY SITUATED; JACKIE  
DENSMORE, PAUL KATYNSKI,  
JENNIFER KREEGAR, HAROLD  
MCPHAIL, JB SIMMS, KENNETH  
TILLMAN, JOE ALMON, CYNTHIA  
CLARK,

*Plaintiffs*

-vs-

CONDUENT BUSINESS SERVICES,  
LLC, COMERICA, INC., COMERICA  
BANK,

*Defendants*

SA-19-CV-01075-XR

**SECOND AMENDED ORDER GRANTING PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF SETTLEMENT, CONDITIONAL CERTIFICATION  
OF THE SETTLEMENT CLASS, AND APPROVAL OF NOTICE PLAN**

Plaintiffs' Motion for Preliminary Approval of Settlement, Conditional Certification of the Settlement Class, and Approval of Notice Plan (the "Motion") came before this Court on March 22, 2024. *See* ECF No. 92. The Court, having fully reviewed the Motion, the supporting Memorandum of Law and Joint Declaration of Plaintiffs' Counsel filed in support thereof, including the Settlement Agreement and Release (the "Agreement"), and for good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court grants preliminary approval of the Parties' settlement (the "Settlement") based upon the terms set forth in the Agreement, which is attached as Exhibit 2 to the Joint Declaration of Plaintiffs' Counsel and is incorporated in full by this reference and made a part of this Order. The Settlement appears to be fair, adequate, and reasonable to the Settlement Class (defined below).

2. All capitalized terms defined in the Agreement shall have the same meaning when used in this Order.

3. The Settlement falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants Conduent State & Local Solutions, Inc., Comerica, Inc., and Comerica Bank's ("Defendants") have agreed to provide a Settlement Amount of an aggregate of \$1,200,000.00, which shall encompass all compensation to the Settlement Class and the Service Awards to the named Plaintiffs for their respective contributions to prosecuting the Class claims in this Action. Defendants have also agreed to separately pay, in addition to the Settlement Amount, the costs of Notice and Administration up to \$250,000.00, and Class Counsel's attorneys' fees, costs, and expenses.

4. The Court finds and concludes that the Settlement is non-collusive and is the result of arms-length negotiations between the Parties after Class Counsel had adequately investigated Plaintiffs' claims and become familiar with their strengths and weaknesses.

In accordance with the Agreement, the Court hereby certifies the following Settlement Classes for purposes of this Settlement:

**The 13-day Deadline Class:** All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not sent the results of an investigation within 13 business days of submitting a notice of error in accordance with 15 U.S.C. § 1693f(a)(3) and 12 C.F.R. § 1005.11.

**The Provisional Credit Class:** All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not given a provisional credit in the amount of the alleged error in accordance with 15 U.S.C. § 1693f(c) and 12 C.F.R. § 1005.11.

**The Investigative Documents Class:** All Direct Express customers who, between February 12, 2018 and September 28, 2022, were not timely provided a copy of the investigative documents upon request in accordance with 15 U.S.C. § 1693f(d) and

its implementing regulations.

Excluded from the Settlement Class are Defendants; Defendants' officers and directors at all relevant times, as well as members of their immediate families and their legal representatives, heirs, successors or assigns; and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are federal, state, and local governments and all agencies and subdivisions thereunder; and any judge to whom this Action is or has been assigned and any member of her immediate family. Any persons that exclude themselves from the Settlement in accordance with the provisions set forth in the Notice also shall be excluded. The Class Period is defined as the time between (and including) February 12, 2018 through September 28, 2022.

5. The Court hereby preliminarily finds and concludes, for the purposes of settlement only, that the Settlement Class satisfies all of the requirements for certification under Fed. R. Civ. P. 23(a) and 23(b)(3).

6. With respect to the requirements of Fed. R. Civ. P. 23(a) and 23(b)(3), the Court makes the following findings:

- a. The Settlement Class, which has hundreds of thousands of members, satisfies the standard for numerosity in Fed. R. Civ. P. 23(a)(1).
- b. There are sufficient questions of fact and law that are common to the Settlement Class regarding Defendants allegedly improperly handling claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E ("12 C.F.R. § 1005.11"), thereby satisfying the standard for commonality in Fed. R. Civ. P. 23(a)(2).

- c. For purposes of settlement only, Plaintiffs' claims are typical of the Settlement Class Member because they concern the same alleged policies and practices of Defendants, arise from the same legal theories, and allege the same types of harm and entitlement to relief, thereby satisfying the typicality requirement of Fed. R. Civ. P. 23(a)(3).
  - d. Webb, Klase, & Lemond, LLC and The Vaught Firm, LLC will fairly and adequately represent the Settlement Class and are appointed as Class Counsel.
  - e. Named Plaintiffs Joe Almon, Jon Carnley, Cynthia Clark, Jackie Densmore, Jennifer Kregar, JB Simms, and Kenneth Tillman will fairly and adequately represent the Class and are appointed as Class Representatives.
  - f. For purposes of settlement only, common questions of law and fact predominate over individualized issues, because Plaintiffs' claims arise from whether Defendants are liable to Settlement Class Members for improperly handling claims of fraud made by Direct Express cardholders in violation of certain provisions of the Electronic Funds Transfer Act (15 U.S.C. § 1693f) and Regulation E (12 C.F.R. § 1005.11).
  - g. The Court further finds that the superiority requirement is satisfied because it is likely that recovery on an individual basis would be exceeded by the cost of litigating on an individual basis.
7. The Court approves Kroll Settlement Administration (hereinafter the "Settlement

Administrator”) to perform the duties of the Settlement Administrator as set forth in this Order and the Agreement.

8. The Court directs that Kroll Settlement Administration act as the Escrow Agent.

9. The Court finds that the proposed Notice comports with Fed. R. Civ. P. 23 and all constitutional requirements, including those of due process. Non-material modifications to the form and content of the Notice may be made without further order of the Court.

10. The Court further finds that the Notice adequately advises the Settlement Classes about the class action; the terms of the proposed Settlement, the benefits to each Settlement Class Member, and the proposed fees, costs, and expenses to Class Counsel; each Settlement Class Member’s right to object or opt out of the Settlement, and the timing and procedures for doing so; Preliminary Approval by the Court of the proposed Settlement; and the date of the Final Approval Hearing as well as the rights of Settlement Class Members to file documentation in support of or in opposition to, and appear in connection with, said hearing.

11. The Court further finds, as specifically described in the Agreement, that the sending of the E-Mail Notice to all Settlement Class Members for whom Defendants have provided the Settlement Administrator with an e-mail address; the mailing of the Mail Notice to all Settlement Class Members to their last known address for whom Defendants have not provided an e-mail address, with updates from the National Change of Address database; the targeted social media campaign through the use of the Banner Ad; and the maintenance of a Settlement Website containing the Second Amended Complaint, the Agreement, the Long-Form Notice, the Preliminary Approval Order, and any other documents that Class Counsel and Defendants agree to post or that the Court orders posted, until sixty (60) calendar days after distribution of the Net Settlement Amount to Settlement Class Members has been completed, constitute reasonable notice

to Settlement Class Members of their rights with respect to the class action and proposed Settlement.

12. Pursuant to 28 U.S.C. § 1715, not later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement. 28 U.S.C. § 1715(b). In light of the necessity of the Court issuing this Order before the notice contemplated by 28 U.S.C. § 1715(b) can fairly be issued, and the time necessary to develop the notice that the statute contemplates, the Court hereby extends the deadline for providing the notice contemplated in 28 U.S.C. § 1715(b). The Court Orders that the Notice contemplated in Section 1715(b) must be sent promptly and, in any event, at the time the Settlement Administrator sends the Notice as contemplated in paragraph 14, below. Notice sent at that time will be considered timely and consistent in all respects with 28 U.S.C. § 1715(b).

13. Within thirty (30) calendar days of the Court's preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with the following information for each Settlement Class Member: (1) name; (2) last known e-mail address, if available; and (3) last known mailing address.

14. Within thirty (30) calendar days of receiving the names, last known mailing addresses, and last known e-mail addresses, if available, of identifiable Settlement Class Members from Defendants, the Settlement Administrator shall send the Notice to Settlement Class Members in the manner specified in the Agreement.

15. The Court orders that any request for exclusion from the Settlement must, in order to be timely and valid, be postmarked no later than sixty (60) days after the Notice Deadline;

include the Settlement Class Member's name, address, e-mail address, telephone number, and last four digits of his or her Direct Express debit card number(s); state that the Settlement Class Member wants to be excluded from the Settlement in *Almon v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.), and that the Settlement Class Member understands that he or she will receive no money from the Settlement; identify his or her counsel, if represented; and must be personally signed and dated by the Settlement Class Member.

16. If more than 2% of the total number of Settlement Class Members submit timely and valid opt-out requests, Defendants shall have the option to void the Settlement. To exercise this option, Defendants' counsel must send written notification to Class Counsel within fourteen (14) calendar days of Defendants' receipt of the last timely opt-out statement.

17. Any Participating Settlement Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement by filing an objection with the Court with copy to Class Counsel and Defendants' counsel. Any objection must (1) state the objector's full name, address, e-mail address, and telephone number; (2) include the case name and case number of this Action (*Almon v. Conduent Business Services, LLC*, Case No. 5:19-cv-01075-XR (W.D. Tex.)); (3) include an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) include a statement with specificity of all grounds for the objection, accompanied by any legal support for the objection; (5) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (6) state the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (7) state



the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (8) provide a list of all other class action settlements to which the objector's counsel or counsel's law firm filed an objection within the five (5) years preceding the date that the objector or their counsel files the objection; (9) provide a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (10) state whether the objector intends to appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and (11) include the objector's signature (an attorney's signature is not sufficient). To be timely, the objection must be postmarked no later than sixty (60) days after the Notice Deadline. Any Settlement Class Member who does not timely submit such a written objection will not be permitted to raise such objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner prescribed by this Order will be deemed to have waived, and will be foreclosed from raising, any such objection.

18. Plaintiffs and Class Counsel shall file their motion for their application for attorneys' fees, costs, and expenses, and for Service Awards for Plaintiffs, no later than thirty (30) days after the Notice Deadline.

19. The Final Approval Hearing shall be held before this Court on **Thursday, September 5, 2024 at 10:30 a.m.**, in Courtroom H, United States Courthouse, 262 West Nueva Street, Courtroom, San Antonio, Texas 78207, to consider the fairness, adequacy, and reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider the motion of Class Counsel for an award of attorneys' fees and costs and for Service Awards for the Class Representatives.

20. Plaintiffs and Class Counsel shall file their Motion for Final Approval of the

Settlement no later than seven (7) days before the Final Approval Hearing.

21. Any party to this case, including any Participating Settlement Class Member, may be heard in person or by counsel, in support of, or in opposition to, the Court's determination of the good faith, fairness, reasonableness, and adequacy of the proposed settlement, the requested attorneys' fees and costs, the requested Service Awards for the Class Representatives, and any order of Final Approval and judgment regarding such settlement, fees, costs, and payments; provided however, that no person shall be heard in opposition to such matters unless such person has complied with the conditions set forth in the Notice.

22. The Court orders that if for any reason the Court does not execute and file an order of Final Approval and judgment, or if such a Final Approval order is reversed, the Agreement and the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth in the Agreement.


23. The Agreement shall not be construed as an admission or evidence of liability.

24. Pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are stayed.

25. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing without further notice to Settlement Class Members.

It is so **ORDERED**.

**SIGNED** this 22nd day of April, 2024.

  
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XAVIER RODRIGUEZ  
UNITED STATES DISTRICT JUDGE