



STATE OF MAINE
CUMBERLAND, SS.

BUSINESS AND CONSUMER DOCKET
CIVIL ACTION
Docket No. BCD-CIV-2021-00027

ETHAN A. CHURCHILL and
RHONDA YORK, on behalf of
themselves and all others similarly
situated,

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Plaintiffs,

v.

BANGOR SAVINGS BANK,

Defendant.

**DECLARATION OF SOPHIA GOREN GOLD IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Sophia G. Gold, declare as follows:

1. I am counsel of record for Plaintiffs and the proposed Classes in the above captioned matter. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement. Unless otherwise noted, I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. After engaging in several arms’ length negotiations made in good faith with the assistance of a third-party neutral mediator, Defendant Bangor Savings Bank (“Defendant” or “Bangor”) has agreed to provide \$2,000,000.00 in monetary relief, that will be directly distributed on a pro rata basis—without the need for Class Members to complete a claim form or submit any accompanying proof—to the Settlement Classes in the form of either a direct deposit into Active Accounts, cash settlement check to Settlement Class Members with Closed Accounts that are not Charged-Off Accounts, or Overdraft Forgiveness for Charged-Off Accounts.

3. These substantial benefits constitute an exceptional result for the Settlement Classes and represent a fair, adequate, and reasonable resolution of the action.

Background

4. On January 29, 2021, Plaintiff Churchill filed his putative class action complaint¹ on behalf of himself and all other similarly situated against Bangor arising out of Defendant’s practice of improperly charging overdraft fees and non-sufficient funds fees in connection with ACH transactions (the “Retry Claims”).

5. On March 1, 2021, Plaintiff Churchill amended his complaint to add plaintiff Elissa K. Tracey, who asserted APPSN Claims against Defendant arising from Bangor’s charging of overdraft fees in connection with debit card transactions that were authorized with a positive account balance but settled with a negative account balance. The Action was transferred to this Court on April 2, 2021.

6. On August 12, 2021, the Court denied Bangor’s motion to dismiss the Complaint.

7. Over the several months that followed, the Parties engaged in written discovery. Bangor produced account information for each plaintiff, as well as data regarding the amount of Fees charged during the Class Period.

8. The Parties thereafter began participating in settlement negotiations and agreed to attend mediation before mediator, Professor Eric Green of Resolutions LLC on January 27, 2022.

9. After participating in a full-day mediation, the Parties agreed to the material terms of the Settlement.

¹ Churchill’s complaint was filed in the Superior Court, State of Maine, County of Penobscot (Dkt. No. PENSC-CV-2021-00014).

10. The Parties spent over eight weeks engaging in confirmatory discovery, and drafting, revising, and negotiating the Agreement and on April 19, 2022, the Parties executed the Agreement.

11. On June 2, 2022, after the Court thoroughly examined the Settlement in its entirety to ensure the Settlement was provisionally fair, adequate, and reasonable, this Court granted its Preliminary Approval Order, conditionally approving the Settlement.

12. The Parties conducted vigorous and lengthy settlement negotiations in crafting the Settlement before the Court.

13. Indeed, the Settlement was reached only after several months of arm's-length negotiations conducted in good faith by experienced counsel and facilitated by a third-party neutral mediator, Professor Eric D. Green.

14. Moreover, the terms of the Settlement were informed by a substantial amount of formal and informal discovery, including Bangor's transaction data that the Parties used to assist in formulating viable damages methodologies for each theory of liability.

15. The relief provided for the Settlement Classes is more than adequate.

16. Indeed, despite the complexities, obstacles, and risks inherent in protracted litigation—including losing at the pleading stage; losing class certification; losing summary judgment; losing at trial; or losing on appeal at either class certification or after a successful trial—the guaranteed monetary benefits to be directly distributed to the Settlement Classes in the total amount of \$2.0 million (which includes the payments made via cash settlement check or direct deposit into Active Accounts plus overdraft forgiveness of outstanding Retry Fees and/or APPSN Fees) is an extraordinary result.

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of Maine and that this Declaration was executed on this 21st day of November, 2022.



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