

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

GUY M. LACROSSE and JOJEMAR  
MENDOZA, individually and as  
representatives of a Class of Participants and  
Beneficiaries of the Jack Henry & Associates,  
Inc., Savings/Retirement Plan,

Plaintiffs,

v.

JACK HENRY & ASSOCIATES, INC.,  
UNDER 29 U.S.C. § 1132(a)(2)

and

RETIREMENT COMMITTEE OF THE  
JACK HENRY & ASSOCIATES, INC.  
401(k) RETIREMENT SAVINGS PLAN,

Defendants.

Case No: 3:23-cv-05088-SRB

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND  
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE  
AWARDS**

This matter came before the Court for a Fairness Hearing to determine whether the proposed class action settlement should be granted final approval.<sup>1</sup> The Court, having considered Plaintiffs' Unopposed Motion for Final Approval of Class Settlement ("Final Approval Motion") (Doc. #102) and Plaintiffs' Unopposed Motion for Attorney's Fees, Expenses, and Service Awards ("Fee Motion") (Doc. #104), all of the submissions and arguments with respect to the Final Approval Motion and the Fee Motion, the Settlement Agreement, and for good cause appearing,

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<sup>1</sup> All capitalized terms not otherwise defined in this Final Order shall have the same meaning as ascribed to them in the Settlement Agreement.

**IT IS THEREFORE ORDERED:**

1. The Final Approval Motion (Doc. #102) is **GRANTED**;

2. In accordance with the Settlement Agreement and pursuant to Fed. R. Civ. P. 23(a) and (b)(1), the Court previously certified the following Settlement Class as a class action for settlement purposes only:

*All persons, except individual Defendants and their immediate family members, who were participants in or beneficiaries of the Plan, at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plan at any time during the Class Period.*

3. The Settlement Agreement as it relates to the Settlement Class is **APPROVED** as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e);

4. The Court hereby finds that the Settlement Class received proper and adequate notice pursuant to Fed. R. Civ. P. 23(c)(2), the Settlement Notices constitute the best notice practicable under the circumstances, provided due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complied fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;

5. The Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be (a) conclusively deemed to have, and by operation of this Final Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims; and (b) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims;

6. Each Class Member shall release the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount, any calculations that are part of the

allocation and distribution process of the Settlement, and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;

7. The provisions of Sections 3.1.4 and 3.1.5 of the Settlement Agreement shall apply even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members actually received the Settlement Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;

8. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court;

9. Within thirty (30) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each Person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution;

10. All requirements of the Class Action Fairness Act, 28 U.S.C. §§ 1711, *et seq.*, have been satisfied;

11. The Parties are directed to implement the Settlement Agreement in accordance with its terms. The Parties and the Settlement Administrator shall abide by all terms of the Settlement Agreement and this Order;

12. Counsel for the Parties are hereby authorized to utilize all reasonable and mutually agreed procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement;

13. All Settling Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and this Final Order;

14. The Court shall retain jurisdiction to resolve any disputes or challenges that may arise as to the performance, validity, interpretation, or administration of the Settlement Agreement;

15. The Fee Motion (Doc. #104) is **GRANTED**;

16. The Court hereby finds, after considering the factors set forth in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 719–20 (5th Cir. 1974), that Class Counsel’s requested fees in the amount of \$533,280, and expenses in amount of \$70,016.61 are fair, reasonable, and adequate;

17. The Court directs these fees and expenses to be paid from the Qualified Settlement Fund in accordance with the Settlement Agreement and authorizes Class Counsel to allocate the fee award pursuant to their agreement;

18. The Court also finds that Class Counsel’s request to pay service awards in the amount of Ten Thousand Dollars (\$10,000) to Guy M. Lacrosse and Jojemar Mendoza, who assisted in the prosecution of this case, are fair and reasonable compensation for Plaintiffs’ efforts in prosecuting the claims in the Settlement Agreement;

19. The Court directs this Service Award to be paid from the Qualified Settlement Fund in accordance with the Settlement Agreement; and

20. This matter is **DISMISSED WITH PREJUDICE** as to the Class Action and all Released Claims asserted therein whether asserted by Class Representatives on their own behalf

or on behalf of the Class Members, or on behalf of the Plan, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement.

**IT IS SO ORDERED.**

/s/ Stephen R. Bough  
STEPHEN R. BOUGH  
UNITED STATES DISTRICT JUDGE

Dated: February 24, 2026