UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DAVID MOSKOWITZ, *et al.*, Plaintiffs, v. AMERICAN EXPRESS COMPANY and AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., Defendants.	Case No. 1:19-cv-00566 (NGG)(JRC) **Hon. Nicholas G. Garaufis**

~~PROPOSED~~ JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, Plaintiffs[1] have entered into a settlement as set forth in the Stipulation and Agreement of Settlement ("Stipulation") with Defendants American Express Company and American Express Travel Related Services Company, Inc. ("Defendants," and together with Plaintiffs, the "Parties");

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated ___February 4, 2026 (ECF No. 398)___ (the "Preliminary Approval Order"), this Court: (i) preliminarily approved the Settlement; (ii) ordered that notice of the proposed Settlement be provided to the Class; (iii) provided Class Members with the

[1] "Plaintiffs" means the Debit Card Classes for Alabama, District of Columbia, Kansas, Maine, Mississippi, North Carolina, Ohio, Oregon, Utah and Illinois and the Non-Rewards Credit Card Classes for District of Columbia, Kansas and Illinois, inclusive of the Class Representatives, and all other individual plaintiffs who at any time have been parties to the Action: Anthony Oliver, Terry Gayle Quinton, Susan Burdette, Gianna Valdes, Zachary Draper, Nate Thayer, Michael Thomas Reid, Gary Accord, Nanci-Taylor Maddux, Joseph Realdine, Marilyn Baker, Sherie McCaffrey, and Ellen Maher.

opportunity to object to the proposed Settlement; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, on January 9, 2024, the Court issued a memorandum and order granting in part and denying in part Plaintiffs' motion for class certification. Specifically, the Court granted Plaintiffs' motion to certify the debit-card classes for Alabama, D.C., Illinois, Kansas, Maine, Mississippi, North Carolina, Ohio,[2] Oregon, and Utah, denied Plaintiffs' motion to certify the debit-card classes for Hawaii, Montana, Vermont, and West Virginia, and denied Plaintiffs' motion to certify each of the credit card-classes for those states. (ECF No. 220.) The certified debit-card classes were represented by named plaintiffs Angela Clark and Allie Stewart/Willingham (Alabama), Sarah Grant (D.C.), Ricky Amaro (Illinois), Drew Amend (Kansas), Abigail Baker (Maine), Steele Robbins, Debbie Tingle, and Emily Counts (Mississippi), Shawn O'Keefe (North Carolina), David Moskowitz (Oregon), and Wyatt Cooper (Utah);

WHEREAS, on January 19, 2024, the Court issued a memorandum and order granting Plaintiffs' request to certify non-rewards credit-card classes for D.C., Kansas, and Illinois, and denying Plaintiffs' request to certify a non-rewards credit-card class for North Carolina. (ECF No. 224.) The order certified non-rewards credit-card classes represented by named plaintiffs Sarah Grant (D.C.), Drew Amend (Kansas), and Ricky Amaro (Illinois);

WHEREAS, the certified classes' claims were tried to a jury between August 11 and 28, 2025, with the jury returning a verdict for Defendants on all claims brought by all certified classes, with the exception of claim brought by the Illinois Non-Rewards Credit Card Class pursuant to the Illinois Consumer Fraud and Deceptive Practices Act. For that claim, the jury awarded compensatory damages of $6,006,339.55 and punitive damages of $6,500,000 (ECF No. 383);

[2] The Ohio claim was dismissed in the Court's decision on summary judgment.

WHEREAS, due and adequate notice has been given to the Classes;

WHEREAS, the Court conducted a hearing on July 7, 2026 (the "Settlement Hearing") to consider, among other things, (i) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; (ii) whether the Court will vacate and set aside the jury verdict rendered on August 28, 2025 (ECF No. 383); and (iii) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members.

2. **CAFA Notice** – The notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, have been satisfied.

3. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (i) the Stipulation filed with the Court on January 23, 2026; and (ii) the forms of Notice, which were filed with the Court on January 23, 2026.

4. **Settlement Notice** – The Court finds that the dissemination by publication of the Notice: (i) were implemented in accordance with the Preliminary Approval Orders; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (a) the effect of the proposed

Settlement (including the Releases to be provided thereunder), (b) Co-Lead Counsel's application for an award of attorneys' fees, Litigation Expenses, and service awards; (c) their right to object to any aspect of the Settlement, the Distribution Plan, and/or Co-Lead Counsel's application for an award of attorneys' fees, Litigation Expenses, and service awards, and (d) their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

5. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation, the amount of the Settlement, the Releases provided for therein, and the dismissal with prejudice of the claims asserted against the Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class after considering the factors set out in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000) and Rule 23(e)(2) of the Federal Rules of Civil Procedure.

6. All of the claims asserted against the Defendants in the Action by Plaintiffs are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

7. The jury verdict rendered on August 28, 2025 (ECF No. 383) is hereby set aside and vacated, and shall be without any force or effect for any purpose, including for res judicata, collateral estoppel or any other preclusive purposes.

8. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be binding on the Defendants, Plaintiffs, and the other Released Parties (regardless of whether or not any individual Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective heirs, executors, administrators, predecessors, parents, subsidiaries, affiliates, trustees, successors, and assigns in their capacities as such.

9. **Releases** – The Releases set forth in ¶¶3-8 of the Stipulation, together with the definitions contained in ¶1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to ¶9 of this Order, upon the Effective Date of the Settlement, Plaintiffs and Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every of the Releasing Parties' Claims against the Released Parties, and shall forever be enjoined from prosecuting any or all of the Releasing Parties' Claims against any of the Released Parties.

(b) The Court declares that this Judgment and the Stipulation, including the exhibits thereto, shall be binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties encompassed by the Releasing Parties' Claims that are maintained by or on behalf of any Plaintiffs. Moreover, the Released Parties may file this Judgment, the Stipulation, including the exhibits thereto, and the Distribution Plan in any action that may be brought against any of them in order to support a defense or counterclaim based on the principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10. Although the foregoing release is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code and any similar statutes (to the extent they apply to the Action). Section 1542 provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11. Notwithstanding ¶9(a)-(b) of this Order, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

12. **No Admissions** – Neither this Judgment, the Stipulation (whether or not consummated), including the exhibits thereto and the Distribution Plan (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

a. shall be offered against Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action, or of any liability, negligence, fault, or other wrongdoing of any kind of Defendants or in any way referred to for any other reason as against Defendants in any civil, criminal, or administrative action or proceedings, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

b. shall be offered against any of the Plaintiffs as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs that any of their claims are without merit, that Defendants had meritorious defenses or that damages recoverable would not have exceeded the Settlement Amount, or with respect to any liability, negligence, fault, or other wrongdoing of any kind of any of the Plaintiffs in any civil, criminal, or administrative action or proceedings, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation.

c. shall be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; ***provided, however,*** that the Parties and the Released Parties and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

13. **Rule 11 Findings** – The Court finds that, during the course of the Action, Plaintiffs, the Defendants, and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

14. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (i) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (ii) the

disposition of the Settlement Fund; (iii) any application for an award of attorneys' fees, Litigation Expenses, and/or service awards by Co-Lead Counsel in the Action that will be paid from the Settlement Fund; and (iv) the Class Members for all matters relating to the Action.

15. A separate order shall be entered regarding the application of Co-Lead Counsel for an award of attorneys' fees, Litigation Expenses, and service awards. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

16. **Modification of the Stipulation** – Without further approval from the Court, Plaintiffs and the Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and the Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Plaintiffs and the Defendants, and the Parties shall revert to their respective positions in the Action as of October 23, 2025, as provided in the Stipulation.

18. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

Judgment – Moskowitz v. American Express Co., 19CV566

IT IS SO ORDERED.

DATED: July 7, 2026

s/Nicholas G. Garaufis, USDJ
HON. NICHOLAS G. GARAUFIS
United States District Judge