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## Attys Eye \$2.6M Award In Bank Of America Overdraft Fees Suit

By [Emilie Ruscoe](#) · [Listen to article](#)

Law360 (June 12, 2023, 8:13 PM EDT) -- A legal team that includes attorneys from [Kopelowitz Ostrow PA](#) is asking a Philadelphia federal judge to approve a request for a third of the \$8 million settlement secured for a proposed class of [Bank of America](#) customers who claim they were charged multiple fees for bad checks.

In a Friday filing, counsel for plaintiff Steven Checchia requested 33.33% of the cash settlement for his counsel team, which includes Kopelowitz Ostrow PA, [KalielGold PLLC](#) and [Golomb Spirt Grunfeld PC](#) attorneys, telling U.S. District Judge R. Barclay Surrick that the requested percentage is "in line with what has been routinely approved by judges who have approved similar bank fee class actions settlements over the last two decades."

The filing added that the settlement deal includes a commitment from the bank to stop charging the fees at issue in the case for five years, which it was argued would save the bank's customers millions of dollars.

"The practice change value lowers the attorneys' fees sought to approximately 9.5% of the value of the settlement," the filing said, contending that the practice change actually made the proposed attorney fee percentage a better deal than class members got in similar cases that didn't involve a promise of a comparable change from the bank.

Checchia sought preliminary approval of the settlement deal in June 2022, [telling](#) the court that the deal is "outstanding when considering the common fund and the intangible benefit of [Bank of America's] five-year cessation of the practice of charging" the fees.

The [2021 suit](#), which Bank of America removed from Pennsylvania state court, claimed that the bank "unlawfully maximizes its already profitable fee practice with deceptive practices that also violate the express terms of its account documents and consumer protection laws."

Checchia alleged that Bank of America would reject a check, charging a \$35 nonsufficient funds fee, then reprocess the same check later, charging a \$35 overdraft fee.

For example, the customer said that in January 2017 he wrote a check for \$75 that the bank initially rejected the day it was written, hitting him with the \$35 nonsufficient funds fee. But then five days later, Checchia said, his bank processed the check a second time, placing it into overdraft and charging him another \$35, this time as an overdraft fee.

"In sum, BofA charged plaintiff \$70 in fees to process a single check for barely more than that amount," the complaint said.

A representative for Bank of America declined to comment on Monday, and representatives for the plaintiffs did not immediately respond to requests for comment.

Checchia is represented by Jeff Ostrow and Jonathan M. Streisfeld of Kopelowitz Ostrow PA, Jeffrey Kaliel of KalielGold PLLC, and Kenneth J. Grunfeld of Golomb Spirt Grunfeld PC.

Bank of America is represented by Brian A. Kahn and Jarrod Shaw of [McGuireWoods LLP](#).

The case is Checchia v. Bank of America NA, case number [2:21-cv-03585](#), in the [U.S. District Court for the Eastern District of Pennsylvania](#).

--Editing by Robert Rudinger.

