

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Lindsay M. Leszcynski now Garland
*On her own behalf and on behalf
of all others similarly situated,*

Plaintiff,

v.

Case No. C-02-CV-23-002619

MONEY ONE FEDERAL CREDIT UNION

Defendant

* * * * *

FINAL ORDER AND JUDGMENT

On May 5, 2025, a hearing was held to determine (1) whether for purposes of settlement this action should be finally certified as a class action pursuant to Rule 2-231 on behalf of the Settlement Class, which consists of a Class, as defined in this Court’s Order Granting Preliminarily Approval of Notice, Settlement with Defendants and Setting a Final Approval Hearing and Other Dates (“Preliminary Approval Order”) dated November 4, 2024; (2) whether the terms and conditions of the Settlement Agreement (the “Settlement”) are fair, reasonable and adequate for the settlement of the Released Claims (as defined in the Settlement) asserted by the Settlement Class against the Defendant in this action and the release of the Released Persons (as defined in the Settlement) should be approved; (3) whether judgment should be entered dismissing this action with prejudice; and (4) the amount to be awarded to the Class Representative as an incentive payment and the amount of attorneys’ fees and costs to be awarded to Class Counsel.

The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the Settlement, relevant deadlines and final fairness hearing substantially in the form approved by the Court was mailed to all persons reasonably identifiable who met the definition of the Settlement Class, at the respective addresses set forth in Defendant’s

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records; and the Court having considered and determined the fairness, adequacy and reasonableness of the relief provided to the Settlement Class under the Settlement and of the requested award for Class Counsel's legal fees and expenses, and all capitalized or defined terms used herein having the meanings as set forth and defined in the Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Class is defined as set out in the Preliminary Approval Order. The names of those persons within the Settlement Class are contained in a Class List retained by Class Counsel.

2. The Court finds that the Settlement Class is so numerous that joinder of all members is impracticable; that questions of law or fact common to the Class predominate over any questions affecting only individual members of the Class; that the claims of the Class representatives are typical of the claims of the Class; that the Class Representatives and Class Counsel fairly and adequately protect the interests of the Class. In appointing Class Counsel, I have considered the work counsel has done in identifying or investigating potential claims in the action, counsels' experience in handling class actions, other complex litigation, and claims of the type asserted in the action, counsels' knowledge of the applicable law, and the resources counsel will commit to representing the class, all of which favor appointment of Peter A. Holland of Holland Law Firm, P.C., Scott Borison and Madison Borison.

3. That the settlement of this action on a classwide basis is an appropriate and superior method for the fair and efficient adjudication of the claims against the Defendant and other Released Persons.

4. This action may be maintained as a class action pursuant to Rule 2-231(b) and (c)(3) for the purpose of this Settlement.

5. The determinations with respect to class certification are without prejudice to Defendant's right to contest class certification in this action in the event that either the Settlement or this Order and Final Judgment is terminated or invalidated for any reason prior to becoming Final.

6. The Claims to be resolved by the Settlement are the Released Claims set out in the Settlement Agreement, specifically: claims arising out of the practices alleged in the Complaint.

7. The terms and conditions of the Settlement constitute a good faith compromise of disputed claims and defenses and are the product of arm's length bargaining among the Parties. The Settlement is approved as fair, reasonable and adequate, and in the best interests of the Class. The Class and the Parties are directed to consummate the Settlement in accordance with its terms and provisions.

8. The Notice which has been provided to the Class is the best notice practicable under the circumstances, consisting of individual mail notice to all members of the Class who could be identified by Defendant based on its reasonably available records and sources. The Court finds that the Notice fully and accurately informed the Settlement Class of all relevant and material elements of the Settlement and afforded members of the Settlement Class adequate time to decide whether to participate or opt out of the proposed Settlement. The notice given satisfies the requirements of due process and Rule 2-231.

9. All claims in this action are hereby dismissed in their entirety, with prejudice and without costs to any party. Class members, their administrators, executors, personal representatives, heirs, agents, attorneys, assigns, predecessor and successors are hereby bound by this judgment, including the release. All of the Released Claims as defined in the Settlement are

hereby compromised, settled, released, discharged and dismissed with prejudice by this Order and Final Judgment.

10. The Court finds that the sum of \$3,000.00 to be paid to the Class Representative is a fair and reasonable amount to be paid them and hereby approves and directs that such payments be made.

11. The Court finds that the sum of \$50,000.00 to be paid to Class Counsel for attorneys' fees and costs is a fair and reasonable amount and hereby approves and directs that such payment be made.

12. All payments set forth in the Settlement shall be made.

13. If the Settlement does not become effective or is terminated, then this Final Order and Judgment shall be rendered null and void.

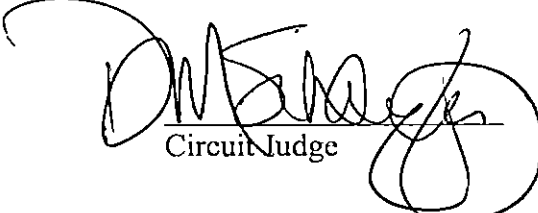
14. Without affecting the finality of this judgment this Court retains exclusive jurisdiction over the Parties and the members of the Class for all matters relating to this action, including the administration, interpretation, effectuation or enforcement of the Settlement and this Order and Final Judgment.

15. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

16. No class member requested to be excluded. There have been no objections.

IT IS SO ORDERED

5/5/25
Date


Circuit Judge