

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

D'ALAN E. BAUGH, *et al.*,

Plaintiffs,

v.

THE FEDERAL SAVINGS BANK,

Defendant.

Civil Action No.: 1:17-cv-01735-SAG

**PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT OF ALL CLAIMS ASSERTED AGAINST
THE FEDERAL SAVINGS BANK**

UPON CONSIDERATION of the Joint Motion for Preliminary Approval of Class Action Settlement of All Claims and accompanying Memorandum, ECF No. 137 (the “Motion”), in the above-captioned case, filed jointly herein by Plaintiffs and Defendant, it is hereby ORDERED, this 8th day of April, 2024, that:

1. The Preliminary Approval Motion is GRANTED.
2. The Court preliminarily finds, pursuant to Fed. R. Civ. P. 23(e), that the settlement reflected in the Settlement Agreement dated as of April 3, 2024 (the “Settlement” or “Settlement Agreement”) and filed as Exhibit 1 to Plaintiff’s Memorandum of Law Supporting Joint Motion for Preliminary Approval of Class Action Settlement, ECF No. 137-1, constitutes a fair, reasonable, and adequate settlement of disputed and complex claims.
3. The Court further finds that the settlement class shall be the class of borrowers certified by this Court on September 19, 2023, with the additional exclusion of “any judicial officer

who handles this case, and the immediate family members of such judicial officer(s).” (ECF No. 130), and defined as:

All individuals in the United States who were borrowers on a federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2602) originated or brokered by The Federal Savings Bank for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1, between January 1, 2009 and December 31, 2014. Exempted from this class is any person who, during the period of January 1, 2009 through December 31, 2014, was an employee, officer, member and/or agent of The Federal Savings Bank, Genuine Title LLC and/or Competitive Advantage Media Group, LLC, Brandon Glickstein, Inc., and/or Dog Days Marketing, LLC.

Subclass 1: The Pre-TSA subclass is comprised of all TFSB class members whose federally related TFSB mortgage loan closed on or before May 22, 2013.

Subclass 2: The Post-TSA subclass is comprised of all TFSB class members whose TFSB federally related TFSB mortgage loan closed on or after May 23, 2013.

(hereinafter the “Settlement Class”).

4. The TFSB Class shall be divided into two groups for settlement purposes, which are hereby defined as:

- a. Subclass 1: TFSB Class Members whose federally related TFSB mortgage loan closed on or before May 22, 2013. The transactions in Subclass 1 are identified in Exhibit C to the Settlement Agreement; and
- b. Subclass 2: TFSB Class Members whose federally related TFSB mortgage loan closed on or after May 23, 2013. The transactions in Subclass 2 are identified in Exhibit D to the Settlement Agreement.

5. The Court finds that Settlement was reached through an arms-length negotiation after due investigation by Plaintiffs' Counsel and that the Settlement provides significant benefits for the TFSB Class as described in Section 7 of the Settlement Agreement.

6. The Court appoints The Casey Group as the Settlement Administrator. The Settlement Administrator shall undertake those duties as are defined in Section 10 of the Settlement Agreement, including undertaking address verifications for members of the Settlement Class, conducting appropriate research to correct incorrect addresses and timely mailing second notices where required, sending the Notice pursuant to Section 11 of the Settlement Agreement, accepting and reporting on Requests for Exclusion received by the Exclusion Deadline, opening an account for the deposit of the Common Fund, remitting payment from the Common Fund for Settlement Benefits and other types of payments payable to eligible members of the Settlement Class, Class Representatives, and Class Counsel, preparing declarations and affidavits necessary to present to the Court with respect to the Settlement Administrator's duties and fulfillment thereof in support of final approval of the Settlement, preparing and issuing applicable tax documents, and such other duties as are provided for under the Settlement Agreement. The Settlement Administrator will be retained by TFSB and TFSB will pay the reasonable fees and expenses of the Settlement Administrator, pursuant to Section 10.1 of the Settlement Agreement.

7. The Court finds that the Notice Plan proposed by the parties in Section 11 of the Settlement Agreement, which requires that a Notice to be mailed to each Settlement Class Member's last known address available for the primary borrower and posted on the Settlement Website, constitutes a best practicable notice of the proposed Settlement and is thus approved by the Court under Fed. R. Civ. P. 23(e).

8. The Court hereby approves (a) the proposed Notice for mailing to members of Subclass 1 that is attached to the Settlement Agreement as Exhibit A, and (b) the proposed Notice for mailing to members of Subclass 2 that is attached to the Settlement Agreement as Exhibit B, with the instruction to the Settlement Administrator insert the Objection Deadline, Exclusion Deadline, and date and location of the Final Fairness Hearing as specified therein and as established in Sections 19 and 23 of this Order.

9. The Court also finds that the Claims Process applicable to the members of Group B, as proposed by the parties in Section 12 of the Settlement Agreement, is fairly and reasonably designed to determine if the members of Subclass 2 were referred by TFSB to Genuine Title for the settlement of their mortgage loans, whether their TFSB mortgage loan was utilized for a purpose constituting a federally related mortgage loan under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2602, and whether they otherwise are eligible to receive the Settlement Benefits allowed for a Subclass 2 member.

10. The Court hereby approves the Claim form that is attached to the Settlement Agreement as Exhibit B, with the instruction that the Settlement Administrator insert the Claim Deadline therein as established in Section 23 of this Order.

11. TFSB Class Members shall have the right to opt-out of the Settlement by sending a written Request for Exclusion to the Settlement Administrator at the address listed in the Notice. Requests for Exclusion must be signed by the person requesting exclusion from the Class and any co-borrower(s) (unless there is a certification that any co-borrower not signing is deceased or disabled such that they cannot sign) on their TFSB mortgage loan and must include the requestor's full name and current address, the full name and current address of any co-borrower(s) on their TFSB mortgage loan, the address of the property which secured their TFSB mortgage loan, and an

affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Class and their co-borrower(s), if any, wish to opt-out of the Class and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

12. A person who submits a valid and timely Request for Exclusion shall not be bound by the Settlement Agreement or any Final Approval Order and Judgment relating thereto. Such persons also will not be entitled to receive any Settlement Benefits under the Settlement Agreement.

13. Any Settlement Class member who does not properly and timely submit a Request for Exclusion shall be automatically included in the Settlement Class and shall be bound by all the terms and provisions of the Settlement Agreement, this Order Granting Preliminary Approval of Settlement, and any Final Approval Order and Judgment, whether or not such Settlement Class member received actual notice or objected to the Settlement. Those Settlement Class members who do not properly and timely submit Requests for Exclusion by the Exclusion Deadline are hereby preliminarily enjoined from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 17 of the Settlement Agreement from the date of this Order until the entry of an Order by this Court granting Final Approval to the Settlement.

14. If more than five percent (5%) of TFSB Class Members submit timely and valid requests for Exclusion, TFSB shall have the option to withdraw from the Settlement upon written notice to the Court filed within ten (10) days of the Exclusion Deadline.

15. TFSB Class Members who do not request to be excluded from the Settlement may object to the Settlement. TFSB Class Members who choose to object to the Settlement must do so by filing a written objection with the Court at the address listed in the Notice and by mailing a

copy thereof the Parties' counsel. All Objections must be signed by the person(s) making the objection or an attorney, legal guardian, or other person legally authorized to act on their behalf, and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any legal authority that they wish the Court to consider in support thereof. Objections must also include the objector's full name and current address, the full name and current address of any co-borrower(s) on their TFSB mortgage loan, the address of the property which secured their TFSB mortgage loan, and an affirmation, under penalty of perjury, that the person on whose behalf the objection is filed and all of their co-borrower(s), if any, object to the Settlement and intend to appear at the Final Fairness Hearing, at which time their Objections will be considered, if not previously withdrawn.

16. Any TFSB Class Members who do not file a timely and adequate Objection in accordance with this Order waive the right to object or to be heard at Final Fairness Hearing and shall be forever barred from making any objection to the Settlement.

17. In order to receive potential Settlement Benefits upon the Finality of the Settlement, a Subclass 2 Class Member who has not submitted a timely and valid Request for Exclusion must submit a Claim Form to the Settlement Administrator on or before the Claim Deadline established in this Order. Any Subclass 2 Class Member who does not submit a timely, complete, and Allowed Claim shall not be entitled to receive benefits from the Common Fund, but nonetheless shall be barred and enjoined from asserting any of the Released Claims under Section 17 of the Settlement Agreement.

18. Those TFSB Class Members who do not submit timely and valid Requests for Exclusion by the Exclusion Deadline are hereby preliminarily enjoined from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 17 of the

Settlement Agreement from the date of this Order until the entry of an Order by this Court granting Final Approval to the Settlement or TFSB's withdrawal from the Settlement pursuant to Section 16 of this Order, whichever first occurs.

19. A Final Fairness Hearing on the Settlement will be held before this Court in Courtroom 7C at the United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, MD 21201, on August 26, 2024 at 9:30 a.m./~~p.m.~~ or such other later date or other location as may be set by the Court and reflected on the online Docket for this case. The Final Fairness Hearing may also be held telephonically, by videoconferencing or other method reasonable under the circumstances and pursuant to any Standing Orders of the Court. Should the Final Fairness Hearing be held by any method other than in person hearing, the Court shall issue notice to the Parties who will in turn cause the Settlement Administrator to publish on the Settlement Website instructions for the TFSB Class Members attendance and participation in the Final Fairness Hearing in accordance with any applicable provisions of the Settlement Agreement.

20. At the Final Fairness Hearing, the Court will consider, *inter alia*, the following: (a) any timely objections to the fairness, reasonableness, and adequacy of the Settlement; (b) the dismissal with prejudice of this action as to Defendant TFSB; (c) whether Class Counsel's petition for attorneys' fees and expenses should be granted and any objections or opposition thereto; (d) whether the Class Representatives' petition for a service award should be granted and any objections or opposition thereto; (e) whether to grant final approval to the Settlement and to the release of claims as set forth in Section 17 of the Settlement Agreement; (f) whether to permanently enjoin all TFSB Class Members who have not submitted timely and valid Requests for Exclusion from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters

released in Section 17 of the Settlement Agreement; and (g) whether the Court should enter an order expressly determining that there is no just reason for delay and expressly directing that any judgment by the Court approving the Settlement should be deemed a final judgment under Fed. R. Civ. P. 54(b) with respect to all Released Claims as defined in Section 17 of the Settlement.

21. In the event that the Settlement does not receive Final Approval or the Orders of the Court approving the Settlement do not reach Finality, the Settlement shall terminate and be deemed of no effect, and all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in the Litigation or otherwise, and shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing immediately prior to the execution of this Settlement. However, any provisions of the Settlement Agreement which expressly state that they survive termination shall remain in effect as to the named Plaintiffs and the Defendant.

22. Counsel for the Parties are directed to maintain in confidence and shall not produce to any persons or entities who are not a party to the Settlement (other than the Settlement Administrator), any personal, confidential, or financial information relating to TFSB Class Members now or hereafter acquired by them absent a specific Court order requiring the production of such information, after using their best efforts to resist the production thereof, and then only if such information is redacted to the extent feasible. This does not restrict Defendant from submitting information required by statute to be included in notices to government officials pursuant to the Class Action Fairness Act.

23. The following dates and deadlines are established by the Court in connection with the Settlement, which may be modified by the court for good cause:

- Deadline for Completion of the Notice Plan: 20 days from the date of this Order;

- Deadline for Requests of Exclusion: 45 days after the date the Notice is mailed to the Settlement Class;
- Deadlines for the filing of Objections: 45 days after the date the Notice is mailed to the Settlement Class;
- Deadline for the filing of the Petition for Class Counsel's Fees and Costs: no later than 14 days before the Final Fairness Hearing;
- Deadline for the filing of the Petition for Class Representatives' Service Awards: no later than 14 days before the Final Fairness Hearing;
- Deadline for filing of the Motion Seeking Final Approval of Settlement: not less than 14 days prior to the Final Fairness Hearing; and
- Deadline for serving the CAFA Notice: within 14 days after the filing of the Motion for Preliminary Approval.
- Final Fairness Hearing: not less than 100 days after the filing of the Motion for Preliminary Approval.

/s/

Hon. Stephanie A. Gallagher
United States District Judge