

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~~ FINAL APPROVAL ORDER OF  
CLASS ACTION SETTLEMENT AGREEMENT

IN CONSIDERATION of the Unopposed Motion for Final Approval of Class Action Settlement Agreement (ECF No. 139), Class Counsel's Motion for Attorneys' Fees, Reimbursement of Expenses, and Class Representatives' Service Awards (ECF No. 140), and the supporting Memoranda and documents referenced therein, having considered the entirety of the record in this case, and having held a final fairness hearing on the Settlement, the Court hereby finds on this 26<sup>th</sup> day of August, 2024, that:

1. The class action settlement of all claims asserted against The Federal Savings Bank ("TFSB"), as reflected in the Settlement Agreement dated as of April 3, 2024, and filed at ECF No. 137-2, constitutes a fair, reasonable, and adequate settlement of disputed and complex claims and is hereby given final approval under Fed. R. Civ. P. 23(e).
2. The Settlement was reached through arms-length negotiation after due investigation and discovery by Plaintiffs' Counsel, provides significant and certain benefits for the TFSB Class as described in Section 7 of the Settlement Agreement, and protects and serves the interests of the members of the TFSB Class.

I. **THE SETTLEMENT CLASS, CLASS REPRESENTATIVES, AND CLASS COUNSEL**

3. In the Preliminary Approval Order, this Court preliminarily certified the following Class:

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.

4. For the same reasons as set forth in the Court's Preliminary Approval Order (ECF No. 138) in support of preliminary certification, the TFSB Class is hereby certified as a final Settlement Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3). For purposes of the Settlement, the Court finds that each of the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied.
5. This Court previously appointed D'Alan Baugh, William and Sharon Johnson, and Michael and Jane Walsh as Class Representatives of the TFSB Class and appointed Michael Paul Smith and Melissa L. English of the law firm Smith, Gildea & Schmidt, LLC, and Timothy F. Maloney and Veronica B. Nannis of the law firm Joseph, Greenwald & Laake, P.A., as Class Counsel.

6. The requested Service Awards to the Class Representatives, which total \$7,500, are hereby approved and will be paid in addition to the Common Fund that is to be funded by TFSB and/or its insurer; they are unopposed, fair, and reasonable, given the Class Representatives' service in the prosecution and settlement of the claims asserted against TFSB in this case.
7. Class Counsel is entitled to an award of attorneys' fees and reimbursement of out-of-pocket expenses, collectively, in the amount of One Million Dollars (\$1,000,000) to be paid by TFSB and/or its insurer in accordance with the Settlement Agreement, which fees and expenses the Court finds to be fair and reasonable, given Class Counsel's service in the prosecution and settlement of the claims asserted against TFSB in this case, the settlement obtained, and all the factors considered by the Court.

## **II. CLASS NOTICE**

8. The record shows, and this Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to put the Settlement Class on notice of this litigation and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class; (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States

Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

9. Due and adequate notice of the proceedings having been given to the TFSB Class, and a full opportunity having been offered to Class Members to participate in the Final Approval Hearing, and there being no requests for exclusion, it is hereby determined that all TFSB Class Members are bound by this Final Approval Order and the Final Judgment.
10. The Settlement Administrator has duly and timely completed the Notice Plan described in the Settlement Agreement by the timely mailing of the Court-approved Notices to the members of the TFSB Class and by establishing the Settlement Website, and by attempting to locate and re-mail Notices to persons whose initial mailing was returned undeliverable. The Court finds that the reach rate of the notice program as reflected in the Declaration of the Settlement Administrator was extraordinarily high and well within the range of acceptability.
11. There have been no Objections to the Settlement, and no Exclusion Requests have been submitted by any member of the TFSB Class.
12. TFSB has complied with 28 U.S.C. § 1715 by sending a Notice of Proposed Class Action Settlement to all required federal agencies under the Class Action Fairness Act, and none of the recipients of that Notice have filed objections to the Settlement.

### **III. FINAL APPROVAL OF THE SETTLEMENT**

13. This Court finds the Settlement reasonable because (i) the Parties reached the Settlement after vigorous motion practice; (ii) the negotiations were extensive, contentious, arms-length, and facilitated by this Court; (iii) there was significant pre-suit investigation and

discovery; and (iv) the proponents of the Settlement are represented by experienced counsel.

14. This Court further finds that the following requirements continue to be met: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Class Members; (c) Plaintiffs' claims are typical of the claims of the Class Members they seek to represent for purposes of the Settlement; (d) Plaintiffs and Class Counsel have fairly and adequately represented the interests of the Class and will continue to do so; (e) questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member; and (f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23.

**IV. DISMISSAL OF CLAIMS AND RELEASE, WAIVER, AND COVENANT NOT TO SUE**

15. The Plaintiffs and members of the TFSB Class, and all Persons acting on behalf of, or in concert or participation with such Plaintiffs or Class Members (including but not limited to the Releasing Parties), are hereby declared to be bound by the terms of the Release, Waiver, and Covenant Not to Sue set forth in Section 17 of the Settlement Agreement, and are hereby deemed to have released, remised, resolved, waived, and forever discharged TFSB, its predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, vendors, and all of their respective past and present agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys of and from any and all of the Released Claims as defined in Section 17.2 of the Settlement Agreement.

**V. OTHER PROVISIONS**

16. The Casey Group, Ltd., was appointed as the Settlement Administrator under the Preliminary Approval Order.
17. The Settlement Administrator shall continue to perform and comply with all administration duties ascribed to it in the Settlement Agreement and this Final Approval Order.
18. Class Counsel and Counsel for Defendants are hereby authorized to use all reasonable procedures in connection with administration of the Settlement that are not materially inconsistent with this Final Approval Order or the Settlement Agreement.

**ACCORDINGLY, IT IS HEREBY ORDERED, THAT:**

19. The Motion for Final Approval of Class Action Settlement of All Claims Asserted Against The Federal Savings Bank is GRANTED;
20. The Class Representatives' Petition for Service Awards (ECF No. 140) is GRANTED. Specifically, Class Representative D'Alan Baugh will receive a Service Award in the amount of \$2,500, Class Representatives William and Sharon Johnson will receive a Service Award in the amount of \$2,500, and Class Representatives Michael and Jane Walsh will receive a Service Award in the amount of \$2,500. The Service Awards will be paid in addition to the Common Fund to be funded by TFSB and/or its insurer and shall be paid in addition to the Settlement Benefits available to them, in accordance with the Settlement Agreement;
21. Class Counsels' Petition for Attorneys' Fees, Reimbursement of Expenses, and the Class Representative's Service Award (ECF No. 140) is GRANTED. Class Counsel shall be awarded attorneys' fees and reimbursement of out-of-pocket expenses, collectively, in the

- amount of One Million Dollars (\$1,000,000), which shall be paid in addition to the Common Fund to be funded by TFSB in accordance with the Settlement Agreement;
22. TFSB shall provide to the Settlement Administrator the amount necessary to fund the Settlement Benefits payable to the Settlement Class in accordance with the Settlement Agreement; the Service Awards to the Class Representatives as stated in Paragraph 6 herein; and the attorneys' fees and expenses as stated in Paragraph 7 herein;
23. From the funds provided by TFSB, the Settlement Administrator shall remit therefrom the Settlement Benefits payable to the respective TFSB Class Members in accordance with the Settlement Agreement; the Service Awards to the Class Representatives as stated in Paragraph 6 herein; and the attorneys' fees and expenses as stated in Paragraph 7 herein. Any funds remaining after payment of Settlement Benefits shall be returned to TFSB by the Settlement Administrator in accordance with the Settlement Agreement;
24. All claims asserted in this action against TFSB are hereby **DISMISSED WITH PREJUDICE**;
25. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement;
26. The Plaintiffs and the members of the TFSB Class are hereby bound by the terms of the Release, Waiver, and Covenant Not to Sue set forth in Section 17 of the Settlement Agreement, and hereby **PERMANENTLY ENJOINED** from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 17 of the Settlement Agreement and deemed to have released, remised, resolved, waived, acquitted, and forever discharged TFSB, its predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, vendors, and all of their respective past and present agents,

directors, officers, employees, shareholders, insurers, representatives, and attorneys of and from any and all the Released Claims as defined in Section 17.2;

27. The Court finds there is no just reason for delay and that this Order shall be deemed a FINAL JUDGMENT against Defendant TFSB under Rule 54(b) of the Federal Rules of Civil Procedure; and

28. Should the parties to the Settlement Agreement or the members of the TFSB Class bound thereby fail to honor the terms of this Order, the non-breaching party may petition the Court of enforcement of this Final Judgment Order. The Court retains jurisdiction to enforce this Settlement.

Dated: August 26, 2024



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Hon. Stephanie A. Gallagher  
United States District Judge