

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

JILL BEZEK, *et al.*,

Plaintiffs,

v.

FIRST NATIONAL BANK OF PENN.,
successor by merger to First Mariner Bank,

Defendant.

Civil Action No.: 1:17-cv-02902-SAG

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT OF ALL CLAIMS ASSERTED AGAINST
FIRST NATIONAL BANK OF PENNSYLVANIA**

IN CONSIDERATION of the Unopposed Motion for Final Approval of Class Action Settlement Agreement and Supplement thereto (ECF Nos. 251, 254), Class Counsels' Motion for Attorneys' Fees, Expenses, and Class Representatives' Service Awards (ECF 250), and the supporting Memoranda and documents referenced therein, to which there was no opposition, 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 20th day of Nov., 2025, that:

1. The class action settlement of all claims asserted against First National Bank of Pennsylvania, as reflected in the Settlement Agreement dated as of June 23, 2025, and filed at ECF 194, 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 negotiations after due investigation and discovery by Plaintiffs' Counsel, provides significant and certain benefits for the

Settlement Class as described in Sections 6 and 7 of the Settlement Agreement, and protects and serves the interests of the members of the Settlement Class.

I. **SERVICE AWARDS AND CLASS COUNSELS' FEE REQUEST**

3. The requested Service Awards to the Class Representatives, which total \$3,000 are hereby approved and will be paid from the Common Fund that is to be funded by Defendant as provided in Section 12 of the Settlement Agreement; they are unopposed, fair, and reasonable given Class Representatives' service in the prosecution and settlement of the claims asserted against Defendant in this case.
4. Class Counsel is entitled to an award of attorneys' fees in the amount of three-hundred and fifty-nine thousand nine-hundred and seven dollars and six cents (\$359,907.06) to be paid from the Common Fund that is to be funded by Defendant as provided in Section 13 of the Settlement Agreement. The Court finds the foregoing fees and expenses to be fair and reasonable, given Class Counsels' service in the prosecution and settlement of the claims asserted against Defendant in this case, the settlement obtained, and all factors considered by the Court.

II. **CLASS NOTICE**

5. 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 reasonable 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; (iv) notice that full satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law.

6. Due and adequate notice of the proceedings having been given to the Settlement Class, and a full opportunity having been offered to Settlement Class Members to participate in the Final Approval Hearing, and there being no requests for exclusion received, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order and Final Judgment.
7. 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 Settlement Class and by establishing the Settlement Website, and by attempting to locate and re-mail notices to all persons whose initial mailings were returned undeliverable. The Court finds that the reach rate of the notice program is reflected in the Declaration of the Settlement Administrator was extraordinarily high and well within the range of accessibility.
8. There have been no Objections to the Settlement, and no Exclusion Requests have been submitted by any member of the Settlement Class.
9. Defendant 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**

10. This Court finds the Settlement reasonable because (i) the Parties reached the Settlement after vigorous motion practice and significant discovery; (ii) the negotiations were extensive, contentious, and arms-length; (iii) there was significant pre-suit investigation and discovery; and (iv) the proponents of the Settlement are represented by experienced counsel.

11. Accordingly and pursuant to Fed. R. Civ. P. 23(e), this Court hereby finally approves in all respects the Settlement, and finds that the Settlement, the benefits to the Settlement Class Members, and all other aspects of the Settlement are fair, reasonable, adequate, and in the best interests of the Settlement Class, and within a range that responsible and experienced attorneys could accept considering all the relevant risk and factors and the relative merits of Plaintiffs' claims and Defendant's defenses, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and the Class Action Fairness Act. Therefore, the Settlement shall be consummated in accordance with its terms and provisions.

12. In making all of its findings, this Court has exercised its discretion in certifying the Settlement Class and granting final approval to the Settlement based upon the entirety of the record, including all facts and circumstances of this litigation as presented to the Court in the submissions in support of approval of the Settlement.

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

13. The Plaintiffs and members of the Settlement Class, and all Persons acting on behalf of, or in concert or participation with such Plaintiffs or Settlement 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 15 of the Settlement Agreement, and are hereby deemed to have released, remised, resolved, waived, and forever discharged Defendant, 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 15.2 of the Settlement Agreement.

V. **OTHER PROVISIONS**

14. The Casey Group, Ltd. was appointed as the Settlement Administrator under the Preliminary Approval Order.
15. 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.
16. Settlement Class Counsel and Counsel for Defendants are hereby authorized to sue 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:

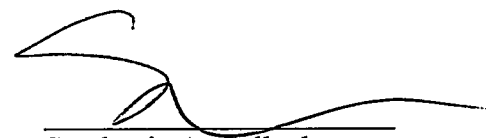
17. The Motion for Final Approval of Settlement of All Claims Asserted Against First National Bank of Pennsylvania is GRANTED;
18. The Plaintiffs petition for Class Representatives' Service Awards (ECF 250) is GRANTED. Specifically, Class Representatives Richard and Lori Brasko will jointly receive a Service Award of \$1,500, Class Representative Eric Rubinstein will receive

a Service Award of \$1,500. The Service Awards shall be paid from the Common Fund that is to be funded by Defendant as provided in Section 6 of the Settlement Agreement.

19. Class Counsels' Petition for Attorneys' Fees (ECF 250) is GRANTED. Class Counsel shall be awarded attorneys' fees in the amount of three-hundred and fifty-nine thousand eight hundred and forty-five dollars and six cents (\$359,907.06). The award of attorneys' fees shall be paid from the Common Fund that is to be funded by Defendant as provided in Section 6 of the Settlement Agreement;
20. Defendant shall provide the Settlement Administrator the amount necessary to fund the Common Fund as provided in Section 6 of the Settlement Agreement.
21. From the funds provided by Defendant, the Settlement Administrator shall remit therefrom Settlement Benefits payable to the respective Settlement Class Members in accordance with the Settlement Agreement; the Service Awards to the Class Representatives as stated in paragraph 21 herein; and the attorneys' fees as stated in paragraph 22 herein.
22. All claims asserted in this action against Defendant is hereby DISMISSED WITH PREJUDICE
23. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement;
24. The Plaintiffs and the members of the Settlement Class are hereby bound by the terms of the Release, Waiver, and Covenant Not to Sue set forth in Section 15 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 15 of the Settlement Agreement and deemed to have released, remised,

resolved, waived, acquitted, and forever discharged Defendant, 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 15.2;

25. The Court finds there is no just reason for delay and that this Order shall be deemed a FINAL JUDGMENT against Defendant First National Bank of Pennsylvania under Rule 54(b) of the Federal Rules of Civil Procedure; and
26. Should the Parties to the Settlement Agreement or the members of the Settlement 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.



Stephanie A. Gallagher
United States District Judge