

CLERK COMMON
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LICKING CO. OHIO

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LICKING COUNTY, OHIO
GENERAL DIVISION

OLIVIA C. PARKINSON
CLERK

GEORGIA CAROL WORKMAN,
individually and on behalf of all others
similarly situated,

Plaintiff,

Case No. 22-CV-01217

v.

Judge W. David Branstool

PARK NATIONAL BANK,

Defendant.

FINAL APPROVAL ORDER AND JUDGMENT

The Court held a Final Approval Hearing in the captioned case on September 5, 2025, with notice of the Final Approval Hearing having been duly given in accordance with this Court's February 24, 2025 Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). The Preliminary Approval Order (1) conditionally certified the Settlement Class; (2) preliminarily approved the Class Action Settlement; (3) approved the Notice Program; and (4) set forth the date, time, and location of the Final Approval Hearing. Having now considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement Agreement and Release and its exhibits (the "Agreement"), as well as the definitions contained therein, are incorporated by reference in this Final Approval Order and Judgment (the "Order"). The terms of this Court's Preliminary Approval Order are also incorporated by reference in this Order.

2. The Agreement, including all exhibits attached thereto, is within the range of that which may be approved as sufficiently fair, reasonable, and adequate in light of the relevant factual, legal, practical, and procedural considerations before the Court.

3. This Court has jurisdiction over the subject matter of the captioned litigation and over the Parties, including all members of the Settlement Class conditionally certified for settlement purposes in this Court's Preliminary Approval Order.

4. The Court finds that the captioned case is maintainable as a class action and that Named Plaintiff has been designated as Class Representative on behalf of the "APPSN Class" as defined below:

All Account holders who were charged one or more APPSN Fees during the Settlement Class Period.

Excluded from the Settlement Class are Defendant, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class Members who make a timely election to be excluded, and all judges and judicial staff assigned to this litigation and their immediate family members.

5. The Court finds that the Settlement Class is so numerous that joinder of all members is impracticable, that there are questions of law or fact common to the Settlement Class, that the claims or defenses of the representative parties are typical of the claims or defenses of the Settlement Class, and that the representative parties will fairly and adequately protect the interests of the Settlement Class.

6. The Court also finds that the questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

7. The Court concludes that the prerequisites of Civ.R. 23(A) have been met and hereby certifies the foregoing defined Settlement Class as a class under Civ.R. 23(B)(3) for settlement purposes only.

8. The Agreement is adopted by the Court and made a part of this Order as if fully set out herein.

9. Named Plaintiff was previously appointed as the Class Representative for the certified Settlement Class.

10. Shawn Judge, Mark Troutman, and David Berger of Gibbs Mura LLP (formerly Gibbs Law Group LLP) and Amanda J. Rosenberg, Jeffrey D. Kalief, and Sophia G. Gold of Kalief Gold PLLC were previously appointed as Class Counsel.

11. The Court also previously approved the Parties' selection of Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator.

12. The Court previously found that the Notice Program contained in the Agreement fully satisfied Civ.R. 23(C) and the requirements of due process and constituted the best notice practicable under the circumstances. The Court further finds that the completed Notice Program provided individual notice to all Settlement Class Members who could be identified through reasonable effort and supports the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Order.

13. There were no objections to the Settlement and no opt-outs from the Settlement Class. The apparent reaction of the Settlement Class has been overwhelmingly positive.

14. The strength of the Settlement Class Members' case balanced against the risks of litigation supports granting final approval of the Settlement. The final approval papers adequately recognized the inherent uncertainty surrounding the claims and defenses at issues in the captioned

case. The Settlement thus provides a pragmatic and guaranteed significant recovery to the Settlement Class.

15. Defendant possesses the ability to fund the proposed Settlement on the agreed-upon timetable, which will provide prompt relief to the Settlement Class Members. Defendant's financial standing has not been otherwise placed at issue in this case, but logic dictates that Defendant does not possess unlimited funds to necessarily fund a notably larger recovery. In addition, the inherent uncertainty of the future does not guarantee that if the litigation were to continue and Named Plaintiff were to prevail at trial, Defendant would at that point have sufficient resources to fund the relief recovered.

16. Named Plaintiff is confident in her claims while Defendant is confident in its defenses. The Parties recognize, however, that the substantial risks involved in litigating a complex class action through trial cannot be disregarded. The Settlement, which provides Settlement Class Members with substantial, guaranteed, and immediate recovery that would typically take several years of continued litigation and significant expense, is the best vehicle to efficiently resolve the litigation and afford the Parties certainty and more immediate closure.

17. The Settlement is the result of arm's-length, intense negotiations before a neutral third-party mediator. There has been no suggestion or evidence of collusion.

18. The Court notes the experience of Class Counsel in complex litigation generally, and in bank fee cases in particular, and credits their informed opinion that the Settlement is an excellent result for the Settlement Class in light of the circumstances that exist here, including the inherent risks involved in this litigation.

19. The Court recognizes that the Parties engaged in significant information exchange in connection with settlement negotiations so that the Parties could adequately evaluate the claims and their positions.

20. The Court finds that the Settlement's terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members and directs its consummation pursuant to its terms and conditions. The plan of administering the Settlement as set forth in the Agreement is hereby approved.

21. The Parties and Settlement Class Members are bound by the terms and conditions of the Agreement. For the benefit of the Parties and the Settlement Class and to protect this Court's jurisdiction, the Court retains continuing jurisdiction over the Settlement to ensure the effectuation thereof in accordance with the Agreement approved herein and the related orders of this Court.

22. The Parties are hereby directed to carry out their obligations under the Agreement.

23. Upon the Effective Date of the Settlement, Named Plaintiff and each and every one of the Settlement Class Members shall be deemed to have released the Defendant Releasees from the released losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of actions as provided in the Agreement.

24. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by Named Plaintiff, and evidence relating to the Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the captioned cases or in any


other action or proceeding, except for purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval Order, and/or this Order.

25. There being no just reason for delay, the Clerk of the Court is directed to enter this Order on the docket forthwith and to terminate this matter upon the docket records of this Court.

26. If an appeal, writ proceeding, or other challenge is filed as to this Order, and if thereafter the Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement.

27. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement.

IT IS SO ORDERED.



Judge W. David Branstool

This 19th day of Sept 2025.

The Clerk of Courts is hereby ORDERED
to serve a copy of the Judgement Entry
upon all parties or counsel.

IN COMPLIANCE WITH CIVIL RULE 58, IT IS VERIFIED
THAT COPIES HAVE BEEN SENT TO PARTIES AND/OR
THEIR ATTORNEY OF RECORD IN A MANNER
PRESCRIBED BY CIVIL RULE 5 (B) ON THIS 19th
DAY OF Sept 2025
