

COURT OF COMMON PLEAS
LICKING COUNTY, OHIO
GENERAL DIVISION

CLERK COMMON
PLEAS COURT
LICKING CO. OHIO

2025 FEB 24 AM 10:21

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.

**[PROPOSED] ORDER GRANTING UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Georgia Carol Workman ("Named Plaintiff"), having made an unopposed motion for preliminary approval of class action settlement between the Settlement Class, represented by the Named Plaintiff as the class representative, seeks the following (1) approval of the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) conditional certification of the Settlement Class; (3) appointment of Named Plaintiff as the class representative for the provisionally certified Class; (4) Shawn Judge, Mark Troutman, and David Berger of Gibbs Law Group LLP and Amanda J. Rosenberg, Jeffrey D. Kaliel, and Sophia G. Gold of Kaliel Gold PLLC as Class Counsel for the provisionally certified Settlement Class; (5) approval of the form and content of the Notices to the Settlement Class and direct the Settlement Administrator to disseminate Notice to the Settlement Class; (6) establishment of the Bar Date to Opt Out of and the Date to Object to the Settlement; and (7) the scheduling of the Final Approval Hearing Date.

The Court will not recite the terms of the Agreement or Notice Program but refers to and incorporates them herein. Based upon the Agreement and the record and the proceedings herein, it appears to the Court upon preliminary examination that the Agreement is fair, reasonable, just,

and adequate; that the Notice and plan for giving Notice constitute the best practicable means of notifying the Class of the action; that absent Class Members' interests have been adequately represented; that the proceedings to date and as contemplated by the Agreement have afforded and will afford absent Class Members all of the requisite protections of due process; and that a final hearing should be held, after notice has been given to the Class, to determine whether the Settlement is fair, reasonable, and just, and whether final judgment should be entered in the action based upon the Agreement.

The Court further concludes that the Notice and proceedings contemplated by the Agreement are fair and reasonable. The Notice fairly describes the action, the terms and conditions of the Agreement generally, and the absent Class Members' rights and how they are to be exercised.

It is hereby **ORDERED** that:

1. The proposed Agreement, including all exhibits attached thereto, is within the range of that which may be approved as sufficiently fair, reasonable, and adequate to warrant notice and a fairness hearing for final determination by the Court. Unless otherwise defined herein, all capitalized terms in this Preliminary Approval/Notice Order have the same meaning as the meaning described in the Agreement.

2. For settlement purposes only, and contingent upon the Agreement being finally approved, the Court finds that the captioned case is maintainable as a class action and that the Named Plaintiff is 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.

3. Subject to final approval of the Agreement, as such terms are defined in the Agreement, and the entry of final judgment, and for settlement purposes only, the Court finds that the prerequisites of Civ.R. 23 are met and hereby certifies the foregoing defined Class as a class under Civ.R. 23(B)(3). If such final approval of the Settlement is not granted, or if final judgment as contemplated herein is not entered, this order of certification shall be vacated, and the Parties shall be restored without prejudice to their respective litigation positions prior to the date of this Preliminary Approval/Notice Order.

4. The Agreement is adopted by the Court and made a part of this Preliminary Approval/Notice Order as if fully set out herein.

5. Named Plaintiff is appointed as the class representative for the provisionally certified Class.

6. Shawn Judge, Mark Troutman, and David Berger of Gibbs Law Group LLP and Amanda J. Rosenberg, Jeffrey D. Kaliel, and Sophia G. Gold of Kaliel Gold PLLC are appointed as Class Counsel for the provisionally certified Settlement Class.

7. The Court also hereby approves the Parties' selection of Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator for the purpose of disseminating the Notice and administering the Settlement.

8. The proposed plan for providing Notice contained in the Agreement is approved. The Court finds that the manner and content of notice specified in the Agreement and in Exhibits A and B attached thereto provide the best practicable notice to members of the Settlement Class

and satisfies the requirements of due process. Further, the form of the proposed Notice submitted to the Court for approval is hereby approved, and it is hereby ordered that the Notice shall be sent to persons within the Classes via email or U.S. mail, following the procedures set forth in the Agreement. This Notice will provide Class Members with the opportunity to request exclusion from the Settlement Classes. Such opt out rights may be exercised only individually by a Class member, and not by any other person in a representative capacity.

9. The proposed plan of administering the Settlement as set forth in the Agreement is hereby approved.

10. Any person falling within the definition of the Settlement Class may, upon request, be excluded or opt out of the Settlement Class. In the event a Class Member wishes to be excluded from the Settlement and not be bound by the Agreement, that person must sign and send a letter by mail to the Settlement Administrator, postmarked on or before the Bar Date to Opt Out, as specified in the Notice, indicating the Class Member's intent to opt-out, or completes the opt-out form on the Settlement Website on or before the Bar Date to Opt Out. The Notice shall include the procedure for Settlement Class Members to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of the Agreement. If an account has more than one accountholder, and if one accountholder excludes himself or herself from the Settlement, then all accountholders on that account shall be deemed to have opted out of the Settlement with respect to that account, and no accountholder shall be entitled to an Individual Payment.

11. Any person falling within the definition of the Settlement Class may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Each Settlement Class Member who wishes to object to any term of this Settlement must do so in writing by filing a written

objection with the Court and mailing the objection to Class Counsel, Defendant's counsel, and to the Settlement Administrator at the addresses listed in the Notice. Any such objection must be filed and postmarked on or before the Bar Date to Object, as specified in the Notice. Any such objection must contain: (a) the name of the Action; (b) the objector's full name, address, and telephone number; (c) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel; (e) the identity of counsel, if any, representing the objector who will appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (g) a statement indicating whether the objector intends to appear personally and/or testify at the Final Approval Hearing; and (h) the objector's signature. Any objection that fails to satisfy the above requirements, or that is not timely submitted, will be disregarded by the Court and deemed to have been waived, and the Settlement Class Member asserting such objection shall be bound by the final determination of the Court.

12. If the proposed Settlement as provided in the Agreement is not given preliminary approval by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Agreement, or the Agreement is terminated pursuant to the terms of the Agreement or order of this Court, the Agreement and all orders entered in connection with it including, but not limited to this Preliminary Approval/Notice Order, shall become null and void and shall be of no further force and effect, and shall not be used in either case or in any other action or proceeding for any purpose. In such event, the Parties shall be restored to their respective positions in each case as they existed as of the date of the execution of the Agreement.

13. The Court hereby sets the following schedule of events:

Event	Deadline
Notice Program Complete	June 6, 2025 (45 days from this Order)
Motion for Attorneys' Fees, Costs, and Service Awards	June 20, 2025 (14 days after Notice is completed)
Bar Date to Opt-Out	August 5, 2025 (60 days after Notice is completed)
Bar Date to Object	August 5, 2025 (60 days after Notice is completed)
Motion for Final Approval	August 19, 2025 (14 days after Bar Date to Object)

14. The Final Approval Hearing is scheduled for September 5, 2025, at 1:30 a.m./p.m. before this Court at the Licking County Courthouse, 1 Courthouse Square, Newark, Ohio 43055, to determine whether the proposed Settlement of these actions, as set forth in the Agreement, is fair, reasonable, and adequate and should be finally approved. After the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Agreement.

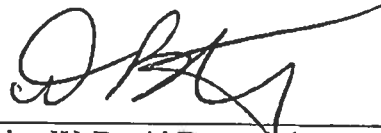
15. Pending final determination of whether the Agreement shall be approved, the Named Plaintiff and Class Members are hereby enjoined and prohibited from prosecuting in any state or federal court, any pending action or filing any new action, either directly or indirectly, individually, representatively, or in any capacity, asserting any claims against any of the other Parties arising out of or relating to the subject matter of these actions.

16. All discovery and other pretrial proceedings in this case are stayed and suspended except such actions as may be necessary to implement the Agreement and this Preliminary Approval/Notice Order.

17. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminary approved herein and the related orders of this Court.

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

IT IS SO ORDERED.



Judge W. David Branstool

This 20th day of Feb 2025.

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