

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MELISSA DEVIN MAGNESS, Individually  
and on Behalf of all Others Similarly Situated,

Plaintiff,

**CIVIL ACTION  
No. 2:12-CV-06586**

v.

WALLED LAKE CREDIT BUREAU, LLC;  
BANK OF AMERICA, N.A.; et al.

Defendants.

**ORDER OF FINAL JUDGMENT**

This Action having come before the Court on February 5, 2015 for a hearing on Plaintiff's motion for an order granting final approval of the proposed settlement of this Action as preliminarily certified as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3) for settlement purposes only; the proposed Allocation formula in accordance with the Settlement Agreement; Plaintiff's motion for an award of attorneys' fees and for reimbursement of expenses and for an Enhancement for the Plaintiff; and the Court having read and considered these motions, heard the arguments of counsel, considered all papers filed and arguments made with respect to the Settlement, and having granted preliminary approval of the Settlement by Order entered October 29, 2014, hereby finds that:

To the extent not otherwise not defined herein, all terms shall have the same meaning as used in the Settlement Agreement.

All applicable requirements for class action treatment pursuant to Fed. R. Civ. P. 23(a) and (b) have been satisfied in this case. The class as defined in the Settlement Agreement is so numerous that joinder of all members is not practicable, there are questions of law and fact

common to the Settlement Class, the claims of the Class Representative are typical of the claims of the Settlement Class, and the Class Representative will fairly and adequately protect the interests of the Settlement Class. Questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

The Settlement, which includes the payment of Five Hundred and Fifty Thousand U.S. Dollars, \$550,000.00 on behalf of Defendants, has been negotiated vigorously and at arm's length by and between Class Counsel and counsel for Defendants under the supervision of retired Judge Jane Cutler Greenspan. Plaintiff has acted independently and the Plaintiff and Class Counsel have fairly and adequately represented the Settlement Class in connection with the Action and the Settlement. The Court further finds that the Settlement arises from a genuine controversy between the Parties and is not the result of collusion, nor was the settlement procured by fraud or misrepresentation.

The Settlement is fair, reasonable and adequate to the Settlement Class members, and the relief provided under the terms of the Settlement constitutes fair value given in exchange for the releases of claims against Defendants.

The Notice transmitted to the Settlement Class, pursuant to the Preliminary Approval Order and in accordance with the Settlement Agreement, is the best notice practicable under the circumstances and included individual notice to all members of the Settlement Class who could be identified through reasonable efforts. Such Notice provides valid, due and sufficient notice of the Final Approval Hearing and of the other matters set forth therein, including the terms of the

Settlement Agreement and the Settlement, and such Notice has fully satisfied the requirements of Fed. R. Civ. P. 23 and the requirements of due process.

**IT IS THEREFORE ORDERED THAT:**

Pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), this action is certified as a class action against Defendants on behalf of a Settlement Class defined as:

“Settlement Class” means the borrowers associated with a Covered Account. The identity of the Settlement Class members is set forth in individuals listed as having a Covered Account and submitted to the Claims Administrator, who do not otherwise exclude themselves per the terms of this Agreement. Regardless of the number of borrowers associated with a Covered Account, there may only be one Participating Class Member per Covered Account. Excluded from the Settlement Class are all persons who validly request exclusion from the Settlement Class.

“Covered Accounts” mean the list of 12,582 accounts in the Commonwealth of Pennsylvania that BOA has identified in available records as having been sent the BRP; the list of accounts shall be sent to the Claims Administrator. Covered Accounts are only those accounts which BOA’s records reflect were sent the BRP at any time from March 22, 2012 to November 19, 2012.

Pursuant to Fed. R. Civ. P. 23(g), the Court also hereby appoints Plaintiff Melissa Magness as Settlement Class Representative and appoints Gerald D. Wells, III, of Connolly Wells & Gray, LLP, and Eric Rayz of Kalikhman & Rayz, LLC, as Class Counsel.

The Settlement Agreement is approved pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall be effective, binding, and enforced according to its terms and conditions.

The Allocation formula for the distribution of the Settlement Fund, as submitted by the Parties, is approved as fair, reasonable and adequate.

Upon the date of Final Approval, the Class Representative and each of the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors,

assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or noncontingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, based on violation of the FDCPA, FDCPA PA Equivalents, or any other state, federal, or local law, statute, regulation or common law, that were alleged (or that could have been alleged) in the Action with respect to the Borrower Response Packages sent by Defendants.

The Settlement shall not release any claims by the Class Representative or any members of the Settlement Class that were alleged or could have been alleged in this action, arising under the Telephone Consumer Protection Act ("TCPA").

Within twenty (20) days of the date of Final Judgment in this action, the Claims Administrator will mail to each Participating Class Member his or her individual payment, as determined by the Allocation formula.

Within five (5) days of the date of Final Judgment in this action, the Defendants shall pay Class Representative Melissa Magness her Individual Settlement amount of \$15,000 as full satisfaction of her claims against Defendants. In addition, within five (5) days of the date of Final Judgment, the Claims Administrator shall pay Class Representative Melissa Magness a

Plaintiff's Enhancement award in the sum of \$5,000 from the Settlement Fund in consideration for her effort in this action, and the valuable service she has performed for and on behalf of the Settlement Class.

Class Counsel are hereby awarded attorney's fees in an amount of \$220,000 (the "Attorneys' Fees"), which shall be paid to them by Defendants (through the Claims Administrator from the Settlement Fund) within five (5) days of the Final Approval date. The Attorneys' Fees have been determined by the Court to be fair, reasonable and appropriate. No other fees may be awarded to Class Counsel in connection with the Settlement Agreement. The Attorneys' Fees shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement.

Class Counsel are hereby awarded reimbursement of expenses in the sum of \$12,906.19 (the "Attorneys' Expenses"), which shall be paid to them by Defendants (through the Claims Administrator from the Settlement Fund) within five (5) days of the Final Approval date. The Attorneys' Expenses have been determined by the Court to be fair reasonable, and appropriate. No other costs or expenses may be awarded to Class Counsel in connection with the Settlement Agreement.

The Court hereby further finds that the Administrative Costs incurred in administering this Settlement are necessary and reasonable. Accordingly, the Court hereby orders all such costs, including but not limited to the Claims Administrator's expenses to be paid from the Settlement Fund. No other amounts, not otherwise set forth in this Order, authorized by this Court or permitted under the Settlement Agreement, shall be paid from the Settlement Fund.

Without affecting the finality of this Order, the Court shall retain continuing jurisdiction over (a) the implementation, administration, and consummation of the Settlement Agreement; (b)

the litigation until the Final Approval Date occurs and each and every act agreed to be performed by the parties to the Settlement Agreement shall have been performed in accordance with the Settlement Agreement; and (c) all Parties to the action and the Settlement Agreement for the purpose of taking such other actions as may be necessary to conclude and administer this Settlement and to implement and enforce the Settlement Agreement.

BY THE COURT

/s/ Legrome D. Davis

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**HON. LEGROME D. DAVIS, U.S.D.J**

Dated: \_\_2/18/15\_\_\_\_\_,