

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Settlement Agreement**” or “**Agreement**”) is entered into by and between plaintiffs Jonathan A. Galente (“**Galente**”) and James D. Winfrey (“**Winfrey**,” and with Galente, “**Plaintiffs**”), individually and in their representative capacity on behalf of all others similarly situated, on the one hand, and defendant Cardinal Financial Company, Limited Partnership (“**Cardinal Financial**” or “**Defendant**”), on the other (collectively referred to as the “**Parties**”).

RECITALS

A. On January 9, 2023, Galente commenced this action by filing a putative class action in the Superior Court of New Jersey entitled *Galente et al. v. Cardinal Financial Company, Limited Partnership, et al.*, Case No. HUD-L-000082-23 (the “**Action**”).

B. On March 17, 2023, Plaintiffs filed the first amended complaint (“**FAC**”), the operative complaint in the Action, which added Winfrey as a Plaintiff. The FAC asserts the following claims for relief individually and on behalf of a putative nationwide class: (1) violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-2, *et seq.*, (2) violation of the New Jersey Residential Mortgage Lending Act, N.J.S.A. § 17:11C-51, *et seq.*, (3) bad faith “points” on mortgage loans, (4) breach of contract, (5) conversion, (6) negligent misrepresentation, (7) unjust enrichment, and (8) fraud.

C. The Parties participated in two virtual mediation sessions before third party Vivian Padilla on August 13 and August 22, 2024.

D. While the mediations provided a constructive forum for settlement discussions, they did not result in a settlement.

E. However, after the mediations, the Parties engaged in additional settlement efforts.

F. As a result of the progress made at the mediations and the subsequent discussions, the Parties have reached a Settlement of the Action, the terms of which are set forth in this Settlement Agreement.

G. The Parties have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. The Parties also have participated in preliminary fact discovery, including exchanging numerous written discovery requests and responses.

H. Plaintiffs and their Counsel believe that the claims asserted in the FAC have merit. Cardinal Financial has denied and continues to deny any and all allegations of wrongdoing alleged in the FAC or asserted in the Action and believes the claims asserted by Plaintiffs are without merit. Nonetheless, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement and have considered the costs, risks, and

delays associated with the continued prosecution of this complex and time-consuming class-action litigation and the likely appeals of any rulings or judgment in favor of either Plaintiffs or Cardinal Financial.

I. It is now the intention of the Parties and the objective of this Settlement Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, any and all claims and causes of action in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, the Class, and Cardinal Financial agree to settle the Action, subject to Court approval, under the following terms and conditions.

1. **Definitions.** In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term “**Action**” means the lawsuit pursued by Plaintiffs against Cardinal Financial: *Galente et al. v. Cardinal Financial Company, Limited Partnership, et al.*, Case No. HUD-L-000082-23, in the Superior Court of New Jersey, Law Division – Hudson County.

1.2 As used herein, the term “**Authorized Claimant**” means any Class Member who validly and timely submits a Claim Form according to the terms of this Settlement Agreement and does not validly request exclusion from the Class.

1.3 As used herein, the term “**Claim**” means a request made by a Class Member in order to receive a Settlement Payment pursuant to the procedures stated below in Section 3.6.

1.4 As used herein, the term “**Claim Form**” means the form Class Members must validly and timely submit to receive a Settlement Payment under this Agreement. The Claim Form must be substantially similar to the form attached as **Exhibit E**.

1.5 As used herein, the term “**Claimant**” means any Class Member who submits a Claim under this Agreement.

1.6 As used herein, the term “**Claims Administrator**” means Verita Global, LLC (“**Verita**”), and any successors to Verita that Cardinal Financial designates, subject to Plaintiffs’ approval, which should not unreasonably be withheld, which will administer the notice, Claims, and the Settlement Payment distribution process provided for in the Settlement Agreement. The Claims Administrator will be responsible for all matters relating to the provision of notice to the Class and the administration of the Settlement consistent with the terms of this Agreement.

1.7 As used herein, the term “**Cardinal Financial’s Counsel**” means the law firms Chiesa Shahinian & Giantomasi PC and Cooley LLP.

1.8 As used herein, the term “**Class**” or “**Settlement Class**” means all persons who paid a fee labeled “Processing Fee” on a Closing Disclosure issued in connection with a residential mortgage loan originated by Cardinal Financial (using the Nationwide Mortgage Licensing System and Registry number 66247) relating to real property in New Jersey between January 10, 2017 and January 9, 2023. Excluded from the Class are Cardinal Financial’s Counsel, Cardinal Financial’s officers and directors, and the judges presiding over the Action.

1.9 As used herein, the term “**Class Member(s)**” means each person who is a member of the Settlement Class.

1.10 As used herein, the term “**Class Notice**” means the notice given to the Class of the proposed Settlement in the manner prescribed in Section 3.4 below.

1.11 As used herein, the term “**Defendant**” means Cardinal Financial Company, Limited Partnership.

1.12 As used herein, the term “**Email Notice**” means the legal notice summarizing the proposed Settlement terms, as approved by Plaintiffs’ Counsel, Cardinal Financial’s Counsel, and the Court. The Email Notice must be substantially similar to the form attached as Exhibit C.

1.13 As used herein, the term “**Final Approval Hearing**” means the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement of this Action as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, and whether the Final Approval Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

1.14 As used herein, the term “**Final Approval Order and Judgment**” means the Court order and final judgment to be entered by the Court, granting final approval of the Settlement of this Action following the Final Approval Hearing. The Final Approval Order and Judgment must be substantially similar to the form attached as **Exhibit E**.

1.15 As used herein, the term “**Final Settlement Date**” means two Court days after the Final Approval Order and Judgment become “final.” For the purposes of this paragraph, “final” means after (a) thirty-one (31) calendar days after the entry of the Final Approval Order and Judgment, if no timely motions for reconsideration, appeal, or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, appeal, or other efforts to obtain review have been initiated, the date after any and all such motions, appeals or other efforts to obtain review have been finally concluded in favor of the Final Approval Order and Judgment, any mandates have issued and jurisdiction has been returned to the Court, and the Final Approval Order and Judgment is no longer subject to review, whether by motions, appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.16 As used herein, the term “**Full Notice**” means the full legal notice of the proposed Settlement terms, as approved by Plaintiffs’ Counsel, Cardinal Financial’s Counsel, and the Court, to be provided to Class Members under Section 3.4 of this Settlement Agreement. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

1.17 As used herein, the term “**Mail Notice**” means the legal notice summarizing the proposed Settlement terms, as approved by Plaintiffs’ Counsel, Cardinal Financial’s Counsel, and the Court. The Mail Notice must be substantially similar to the form attached as **Exhibit D**.

1.18 As used herein, the term “**Notice Deadline**” means the deadline by which notice of the proposed Settlement will be provided via the method set forth in Section 3.4 under this Settlement Agreement. The Notice Deadline shall be thirty (30) calendar days after entry of the Preliminary Approval Order.

1.19 As used herein, the term “**Plaintiffs’ Counsel**” means the entities Mortgage Justice, LLC and Marion & Allen, P.C.

1.20 As used herein, the terms “**Preliminary Approval Order**” and “**Preliminary Approval and Provisional Settlement Class Certification Order**” mean the order provisionally certifying the Class for settlement purposes, approving and directing the provision of notice to the Class, and setting the Final Approval Hearing. The Preliminary Approval Order and Preliminary Approval and Provisional Settlement Class Certification Order must be substantially similar to the form attached as **Exhibit A**.

1.21 As used herein, the term “**Response Deadline**” means the deadline by which Class Members must deliver Claim Forms or requests for exclusion or make objections under this Settlement Agreement. The Response Deadline shall be sixty (60) calendar days after the Notice Deadline.

1.22 As used herein, the term “**Settlement**” means the Settlement of this Action and related claims effectuated by this Settlement Agreement.

1.23 As used herein, the term “**Settlement Payment**” means a one-time cash payment to a Class Member in the amount of 55 percent of the fee labeled “Processing Fee” on the Closing Disclosure issued to that Class Member in connection with a Cardinal Financial residential mortgage loan relating to real property in New Jersey between January 10, 2017 and January 9, 2023. For the avoidance of doubt, such Settlement Payment constitutes a refund by Cardinal Financial to the Class Member of 55 percent of the Processing Fee actually paid by the Class Member to Cardinal Financial. The eligibility and any documentation requirements that must be submitted by a Class Member to obtain a Settlement Payment shall be determined from the Claim Forms and Claim requirements set forth in Section 3.6 and Exhibit E. No interest shall be paid on any Settlement Payment.

1.24 As used herein, the term “**Settlement Website**” means the website that shall be created for settlement administration purposes and administered by the Claims Administrator.

2. Settlement Terms.

2.1 Award to the Settlement Class. Each Authorized Claimant is entitled to receive a Settlement Payment. To be entitled to receive a Settlement Payment, a Class Member must timely submit a valid and complete Claim Form and any supporting documentation required. The manner for submitting a timely, valid, and complete Claim Form is specified in Section 3.6 below. Payments shall be made by check to the Authorized Claimants. Authorized Claimants who receive

a check shall have one hundred eighty (180) calendar days from the date of issuance within which to negotiate the check. Any checks not negotiated within the one hundred eighty (180) day-period shall be cancelled, and the funds for any such Authorized Claimant's Settlement Payment shall be returned to Cardinal Financial.

2.2 Incentive Awards to Named Plaintiffs. Cardinal Financial agrees not to oppose Galente's and Winfrey's application for incentive awards of up to a maximum amount of \$1,000 per individual, with such amount subject to Court approval. Galente and Winfrey will not seek an amount greater than that amount for this Action, and in no event shall the incentive awards be greater than that amount. Galente's and Winfrey's incentive awards are to be paid separate and apart from the award to the Class. If the Court approves the Settlement of this Action and incentive awards to Galente and Winfrey, Cardinal Financial shall pay by wire transfer the amount awarded by the Court up to a maximum amount of \$1,000 within sixty (60) days after both of the following events occur: (a) the Final Settlement Date and (b) Galente and Winfrey provide Cardinal Financial with their completed Forms W-9, dated within the prior six (6) months. No interest shall be paid on any portion of the incentive awards.

2.3 Attorneys' Fees and Costs. Cardinal Financial agrees not to oppose Plaintiffs' Counsel's application for attorneys' fees of \$178,640 and costs of \$1,078.40 and agrees to pay such amount subject to Court approval. Plaintiffs' Counsel will file any papers supporting its request for attorneys' fees and costs with the Court fourteen (14) calendar days prior to the deadline for Class Members to object to the Settlement, as such deadline is defined in Section 3.9 of this Settlement Agreement. Plaintiffs' Counsel will not seek an amount greater than \$179,718.40 total for this Action. The attorneys' fees and costs are paid separate and apart from the award to the Class. If the Court approves the Settlement of this Action and an award of attorneys' fees and costs to Plaintiffs' Counsel, Cardinal Financial agrees to pay the attorneys' fees and costs approved by the Court up to \$179,718.40 (total) to Plaintiffs' Counsel by Automated Clearing House transfer within sixty (60) days after both of the following events occur: (a) the Final Settlement Date and (b) Plaintiffs' Counsel, specifically Mortgage Justice, LLC, provides Cardinal Financial with (i) a completed Form W-9, dated within the prior sixty (60) days; (ii) a memorandum containing a mailing address (if different from the Form W-9 registered address), two telephone numbers, and email address; and (iii) banking information on firm letterhead, including bank name, bank address, bank account name, bank account number/IBAN number, and bank key/sort code or SWIFT. Plaintiffs' Counsel shall have control over and responsibility to distribute any payment of fees and costs to Plaintiffs' Counsel or any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action. No interest shall be paid on the attorneys' fees and costs award.

2.4 Class Notice and Settlement Implementation Costs. Cardinal Financial shall bear all costs of providing notice to the Class in the manner prescribed in Section 3.4 below. Cardinal Financial shall bear all costs associated with settlement administration (e.g., claim processing and Settlement Payment distribution) by the Claims Administrator.

2.5 Reduction in Named Plaintiffs' Incentive Awards or Plaintiffs' Counsel's Attorneys' Fees or Costs. A reduction by the Court or by an appellate court of the amount of Galente's and Winfrey's incentive awards or attorneys' fees or litigation costs sought by Plaintiffs'

Counsel shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

2.6 No Tax Liability. Under no circumstances will Cardinal Financial or Cardinal Financial's Counsel have any liability for taxes or tax expenses for Settlement Payments, Galente's and Winfrey's incentive awards sought under the Settlement, or attorneys' fees or litigation costs sought by Plaintiffs' Counsel under the Settlement. Galente and Winfrey are responsible for any taxes on incentive awards awarded by the Court, and Plaintiffs' Counsel is responsible for any taxes on any attorneys' fees or litigation costs awarded by the Court. Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by Cardinal Financial or Cardinal Financial's Counsel.

3. Class Settlement Procedures.

3.1 Cooperation to Obtain Court Approval. The Parties will jointly take reasonable steps necessary to secure the Court's approval of this Settlement Agreement and the Settlement.

3.2 Preliminary Approval and Provisional Class Certification. As soon as practicable after this Settlement Agreement is signed, Plaintiffs must take steps to obtain preliminary approval of the class action settlement and provisional class certification from the Court. The motion for preliminary approval of the class-action settlement and provisional class certification must request the Court to:

- a. preliminarily approve this Settlement Agreement on the ground it is "fair, reasonable, and adequate." N.J. Ct. R. 4:32-2(e)(1)(C);
- b. preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Mail Notice, and Claim Form described in Sections 3.4 and 3.6 of this Settlement Agreement, and attached as **Exhibit B, Exhibit C, Exhibit D, and Exhibit E**;
- c. set the date and time of the Final Approval Hearing least one hundred fifty-eight (158) calendar days after entry of the Preliminary Approval Order, subject to the Court's availability;
- d. provisionally certify the Class under New Jersey Court Rule 4:32-2 for settlement purposes only;
- e. stay all proceedings in the Action against Cardinal Financial, except as may be necessary to implement or comply with the terms of the Settlement, until the Court renders a final decision on approval of the Settlement and set a briefing schedule for the papers in support of the Final Order;
- f. conditionally appoint Galente and Winfrey as the class representatives for settlement purposes only; and
- g. conditionally appoint Mortgage Justice, LLC and Marion & Allen, P.C. as Plaintiffs' Counsel for settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order must be substantially similar to the form attached as Exhibit A.

3.3 Settlement Class List.

a. No later than twenty-eight (28) calendar days from the execution of this Settlement Agreement, Cardinal Financial shall provide an electronic list from its records that includes the names and last known U.S. Mail addresses to the extent available, belonging to the Class Members (the “**Class List**”) to the Claims Administrator. The Class List shall also include the fee labeled “Processing Fee” on the Closing Disclosure issued to each Class Member in connection with his or her Cardinal Financial residential mortgage loan(s). The Class List shall be provided to the Claims Administrator for the purpose of giving notice to the Class Members and shall not be used for any other purpose.

b. Within thirty (30) calendar days after providing the Class List to the Claims Administrator, Cardinal Financial shall provide to Plaintiffs’ Counsel a sworn affidavit (the “**Affidavit**”) that (i) explains the procedure that was used to generate the list of Class Members included in the Class List, (ii) states that the affiant has actual knowledge of such procedure, and (iii) attests that such procedure was used to generate the Class List provided to the Claims Administrator. The Affidavit shall be signed under penalty of perjury by a natural person with actual knowledge of how the Class List was compiled.

3.4 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Cardinal Financial and its retained Claims Administrator will provide the Class with notice of the proposed settlement by the following methods. For the avoidance of doubt, the Parties agree that the methods described herein at Section 3.4 shall constitute the complete notice to the Class.

a. Settlement Website. Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will set up the Settlement Website that provides mailing address and email address for administrative inquiries. The Settlement Website will post the FAC, Settlement Agreement, Preliminary Approval Order, Full Notice, Claim Form, and within three (3) business days after it is filed, Plaintiffs’ Counsel’s fee application. The Settlement Website will terminate and be removed from the internet, and no longer be maintained by the Claims Administrator thirty (3) days after either (a) the Final Settlement Date or (b) the date on which the Settlement Agreement is terminated or otherwise not approved in full by the Court, if the Settlement is terminated or otherwise not approved in full by the Court. The Settlement Website shall be designed and constructed to accept electronic Claim Form submission.

b. Email Notice. Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, Cardinal Financial, through the Claims Administrator, will send an Email Notice to each Class Member for whom Cardinal Financial has an email address. The Email Notice will be substantially similar to the form attached as Exhibit C, and will provide the internet address of the Settlement Website and an email and mailing address to contact the Claims Administrator.

c. Mail Notice. Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, Cardinal Financial, through the Claims Administrator, will send a Mail Notice to each Class Member, at his or her mailing address currently on file with Cardinal Financial. The Mail Notice will be substantially similar to the form attached as Exhibit D via U.S. Mail, and will provide the internet address of the Settlement Website and an email and mailing address to contact the Claims Administrator. For any Mail Notice that is returned by the Postal Service as undeliverable, the Claims Administrator shall re-mail the Mail Notice to the forwarding address, if any, provided by the Postal Service.

3.5 Proof of Notice. No later than ten (10) calendar days before the Final Approval Hearing, the Claims Administrator shall send Plaintiffs' Counsel and Cardinal Financial's Counsel via email an executed declaration from the Claims Administrator confirming that notice to the Class has been provided in accordance with Section 3.4 of this Settlement Agreement. Plaintiffs will file the executed declaration with the Court in support of Plaintiffs' motion for final approval.

3.6 Claims Procedure. To be eligible to receive a Settlement Payment, Class Members must accurately complete and submit a Claim Form with any required documentation specified on the Claim Form and deliver that form and any required supporting documentation to the Claims Administrator no later than the Response Deadline. The Claim Form and any supporting documentation required may be submitted electronically or by U.S. Mail. The delivery date is deemed to be the date (a) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (b) in the case of submission electronically through the Settlement Website, the date the Claims Administrator receives the Claim Form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive any benefits under this Settlement Agreement. The eligibility and any documentation requirements for each category of Settlement Payment are specified on the Claim Form.

3.7 Right to Verify. The Claims Administrator may review all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any claim. In addition, the Claims Administrator may verify that: (a) the information set forth in a submitted Claim Form is accurate and (b) the Claimant is a Class Member.

3.8 Right to Audit and Disputed Claims. Cardinal Financial shall have the right to audit all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may submit its records in support of its position. If the Parties dispute a Claim Form's completeness, validity, accuracy, and timeliness, the Parties must meet and confer in good faith and work with the Claims Administrator in an effort to resolve the dispute and eliminate or limit the number of disputed Claims raised with the Court.

3.9 Objections.

a. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.10 of this Settlement Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must deliver a written objection to the Claims Administrator no later than the Response Deadline.

The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator.

b. Written objections must be verified by a declaration under penalty of perjury or a sworn affidavit and must include: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date: "I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge."

c. Any Class Member, who submits a written objection, as described in this Section 3.9, has the option to appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees and costs. However, Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on the timely and valid written objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Final Approval Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Final Approval Hearing.

d. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney's fees and costs.

e. If a Class Member makes an objection, the objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

3.10 Exclusion from the Class. Class Members may elect to exclude themselves from the Class and not to be bound by this Settlement Agreement or the Settlement. To make this election, Class Members must send a letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the Class Member requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than the Response Deadline. This written request for exclusion must be signed by the Class Member.

a. Exclusion List. The Claims Administrator must send Plaintiffs' Counsel and Cardinal Financial's Counsel via email a list of Class Members who have timely and validly

excluded themselves from the Class no later than ten (10) calendar days before the filing date for Plaintiffs' motion in support of the Final Approval Order and Judgment.

b. Blow-up Clause. Despite this Settlement Agreement, if more than three hundred (300) Class Members request exclusion, then Cardinal Financial may, in its sole discretion, at any time before the Final Approval Hearing, notify Plaintiffs' Counsel in writing that it has elected to terminate this Settlement Agreement. If this Settlement Agreement is terminated, it will be deemed null and void *ab initio*. In that event: (i) the Preliminary Approval and Provisional Class Certification Order for purposes of Settlement and all of its provisions will be vacated by its own terms; (ii) the Action will revert to the status that existed before the Settlement Agreement's execution date; and (iii) no term or draft of this Settlement Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation will have any effect or be admissible into evidence, for any purpose, in this Action or any other proceeding.

3.11 Settlement Payment Distribution. If the Court approves the Settlement of this Action, Cardinal Financial, either itself or through the Claims Administrator, must mail the Settlement Payments to the Authorized Claimants within sixty (60) calendar days following the Final Settlement Date.

4. Final Judgment and Releases.

4.1 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

4.2 Final Approval Order and Judgment. Before the Final Approval Hearing, Plaintiffs must apply for Court approval of a proposed Final Approval Order and Judgment, substantially similar to the form attached as **Exhibit F**. Subject to the Court's approval, the Final Approval Order and Judgment shall, among other things:

- a.** finally approve the Settlement Agreement as fair, reasonable, and adequate;
- b.** confirm final certification of the Class for settlement purposes pursuant to New Jersey Court Rule 4:32-2;
- c.** find that the notice and the notice dissemination methodology complied with the Settlement Agreement, New Jersey Court Rule 4:32-2, due process, and all other applicable laws and rules;
- d.** issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Settlement Payments, payment of incentive awards, and payment of Plaintiffs' Counsel's fees and costs award;
- e.** incorporate the release set forth in the Settlement Agreement;
- f.** dismiss the Action with prejudice; and

g. retain jurisdiction over the Action and the Parties relating to the administration, consummation, or enforcement of the Settlement Agreement or the Final Approval Order and Judgment, and for any other necessary purpose.

4.3 Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement was entered into only for the purpose of Settlement. In the event that the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties, or if the Court does not approve the Settlement or enter the Final Approval Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Agreement was never executed. In that event (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class for Settlement, conditional appointment of Galente and Winfrey as class representatives for Settlement purposes, and conditional appointment of Plaintiffs' counsel as Plaintiffs' Counsel for Settlement purposes; (b) the Action will revert to the status that existed before the Settlement Agreement's execution date; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations, or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Cardinal Financial shall retain all its rights to continue to object to the maintenance of the Action as a class action and Plaintiffs shall retain all their rights to argue for certification of a broader class, to seek payment of higher incentive awards, and to seek payment of additional attorneys' fees, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

4.4 Release as to All Class Members.

a. Upon entry of the Judgment, Plaintiffs and each member of the Class who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Cardinal Financial, and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers, and Cardinal Financial's and their respective successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, authorized resellers, partners, and privities, and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents ("**Released Parties**"), from the Released Claims.

b. For purposes of this Settlement Agreement, the "**Released Claims**" are defined as all manner of action, causes of action, claims, demands, rights, suits, obligations, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever related to the dash, known or unknown, asserted or unasserted, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts,

omissions, or other conduct that have or could have been alleged in the Action or alleged in the FAC, including, but not limited to, any and all claims related to the fees charged in connection with residential mortgage loans issued by Cardinal Financial for real property in New Jersey.

c. The Class Members fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by the Class Members and Plaintiffs' Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Class Members agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

4.5 General Release by Named Plaintiffs.

a. In addition to the releases made by the Class Members set forth in Section 4.4 above, effective upon entry of the Judgment, Galente and Winfrey make the additional following general release of all claims, known or unknown. Galente, Winfrey, and each of their successors, assigns, legatees, heirs, and personal representatives, release and forever discharge the Released Parties from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages (including punitive or any other form of exemplary damages), charges, fines, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, asserted or unasserted, in law or equity, fixed or contingent. (The release set forth in this Section shall be referred to hereinafter as the "**General Release.**")

b. The General Release includes any unknown claims Galente or Winfrey does not know or suspects to exist in his favor at the time of the General Release, which, if known by him, might have affected his Settlement with, and release of, the Released Parties by Galente or Winfrey or might have affected his decision not to object to this Settlement Agreement or the General Release.

c. Galente and Winfrey agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

5. Additional Provisions.

5.1 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Cardinal Financial, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Cardinal Financial has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Action. Cardinal Financial has repeatedly asserted and continues to assert defenses thereto, and has

expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

5.2 Actions and Decisions of Claims Administrator. No decisions by the Claims Administrator shall be deemed to constitute a finding, admission, or waiver by the Parties, the Released Parties, or their respective counsel as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority. The Parties, the Released Parties, and their respective counsel shall have no liability whatsoever for the Claims Administrator's conduct, omissions, or actions. The Claims Administrator may destroy documents generated in the administration of the Settlement in accordance with the Claims Administrator's document retention policy.

5.3 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

5.4 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement Agreement was reached after extensive negotiations, including two mediation sessions and continued discussions thereafter.

5.5 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, neither said claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.6 Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.7 Binding on Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.8 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

5.9 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.10 Entire Agreement. This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment

of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

5.11 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.12 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

5.13 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

5.14 Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

5.15 Governing Law. This Agreement is entered into in accordance with the laws of the State of New Jersey and shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

5.16 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto. For the avoidance of doubt, if any Party fails to carry out its obligations under this Paragraph, and such failure is wanton and willful and not cured in a reasonable amount of time, and such conduct leads to a material delay in any of the deadlines set forth herein, then such Party must bear the additional costs of such delay, if any.

5.17 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

5.18 Execution Date. This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.19 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

5.20 Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement may be treated as originals.

5.21 Recitals. The Recitals are incorporated by this reference and are part of the Settlement Agreement.

5.22 Inadmissibility. This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption by Cardinal Financial that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and Judgment.

5.23 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

5.24 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and (a) delivered personally or sent by registered or certified mail, postage prepaid, and (b) delivered by email, if to Cardinal Financial to the attention of Cardinal Financial’s Counsel, and if to Class Members to the attention of Plaintiffs’ Counsel on their behalf.

PLAINTIFFS’ COUNSEL	CARDINAL FINANCIAL’S COUNSEL
<p style="text-align: center;">Jason Green-Lowe Mortgage Justice, LLC 1101 Wilson Blvd. Arlington, VA 22209 jason@mortgagejusticellc.com</p> <p style="text-align: center;">Brad C. Allen Marion & Allen, P.C. 488 Madison Avenue, Suite 1120 New York, NY 10022 brad.allen@bradallenlaw.com</p>	<p style="text-align: center;">Kaitland M. Kennelly Cooley LLP 55 Hudson Yards New York, NY 10001 kkennelly@cooley.com</p>

5.25 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order

- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Mail Notice
- Exhibit E: Claim Form
- Exhibit F: [Proposed] Final Approval Order and Judgment

In Witness Whereof, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: January 29, 2025

JONATHAN A. GALENTE

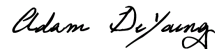
Dated: January 29, 2025



JAMES D. WINFREY

Dated: January 29, 2025

CARDINAL FINANCIAL COMPANY,
LIMITED PARTNERSHIP

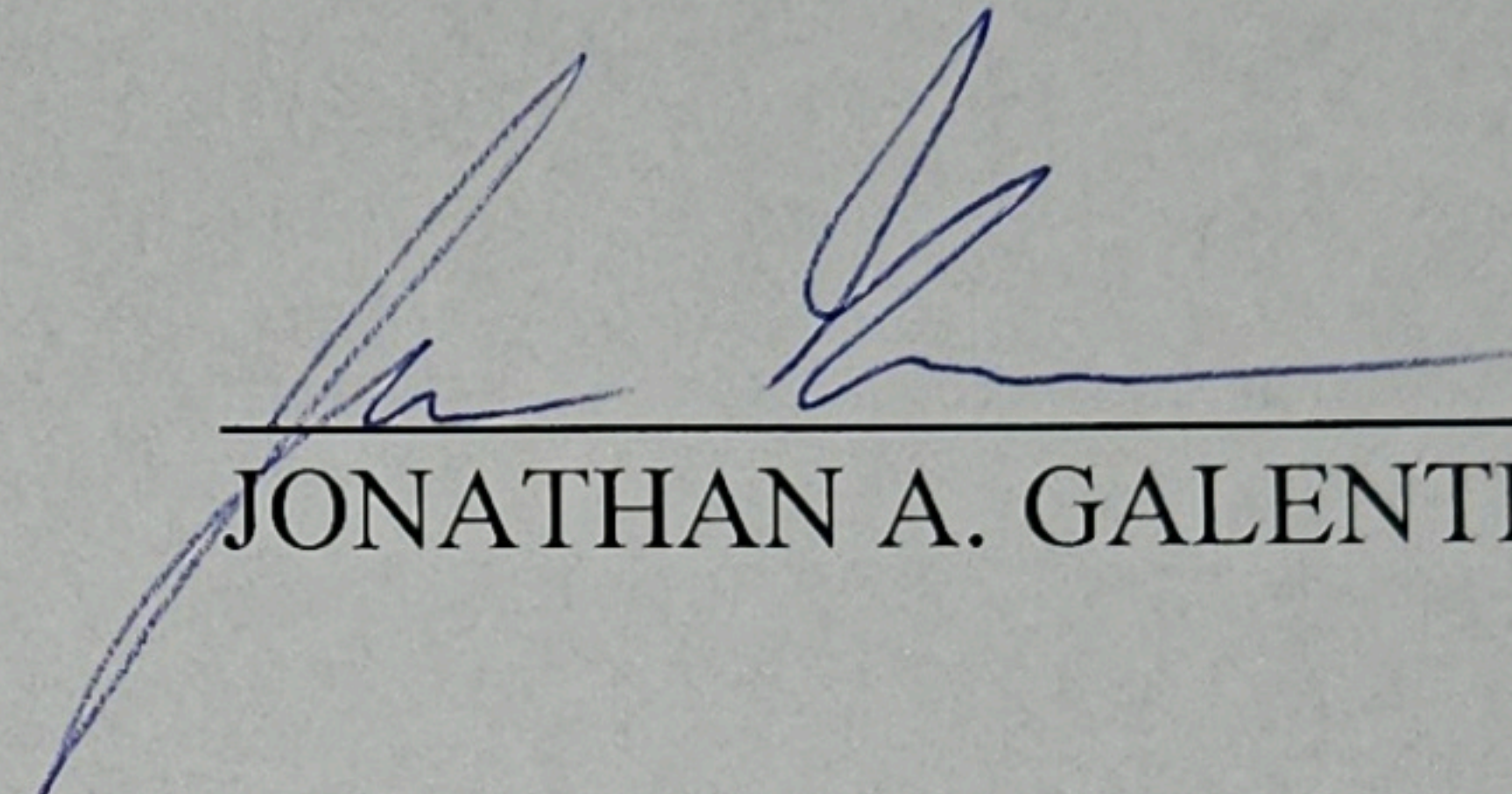


By: Adam DeYoung
Title: Chief Financial Officer

- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Mail Notice
- Exhibit E: Claim Form
- Exhibit F: [Proposed] Final Approval Order and Judgment

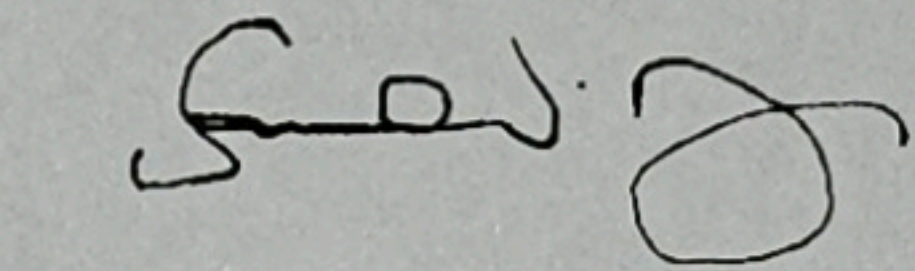
In Witness Whereof, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: January 29, 2025



JONATHAN A. GALENTE

Dated: January 29, 2025



JAMES D. WINFREY

Dated: January 29, 2025

CARDINAL FINANCIAL COMPANY,
LIMITED PARTNERSHIP

By: Adam DeYoung
Title: Chief Financial Officer

EXHIBIT A

*[Proposed] Preliminary Approval and Provisional
Settlement Class Certification Order*

MR. JONATHAN ALEXANDER GALENTE,
MR. JAMES D. WINFREY, AND DOES 2
THROUGH 10,

Plaintiffs,

v.

CARDINAL FINANCIAL COMPANY,
LIMITED PARTNERSHIP, AND DOES 11
THROUGH 20,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY
DOCKET NO. HUD-L-000082-23

Civil Action

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT, CERTIFYING A CLASS FOR SETTLEMENT PURPOSES,
APPROVING PROPOSED CLASS NOTICE PLAN, AND SCHEDULING FINAL
APPROVAL HEARING**

WHEREAS, Plaintiffs Jonathan A. Galente and James D. Winfrey (“Plaintiffs”) and Defendant Cardinal Financial Company, Limited Partnership (“Cardinal Financial”) (collectively referred to as the “Parties”), by their respective counsel, have entered into a Settlement Agreement and Release (the “Settlement Agreement”); and

WHEREAS, the Parties applied, pursuant to N.J. Court Rule 4:32-2, for an order (1) preliminarily approving the terms and conditions of the settlement (the “Settlement”) as set forth in the Settlement Agreement; (2) provisionally certifying a Settlement Class and directing notice to be provided to the Settlement Class; (3) approving the form and method of notice to the Settlement Class; and (4) scheduling a hearing to consider final approval of the Settlement; and

WHEREAS, the Court has given due consideration to the Settlement Agreement, including the exhibits to the Settlement Agreement, the submissions in support of preliminary approval of the Settlement, and the record of proceedings, and now finds that the proposed Settlement should

be preliminarily approved pending notice to the Class Members and a final hearing on whether the Settlement is fair, reasonable, and adequate to the Settlement Class;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties, including the Settlement Class.

2. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

3. This Order is based on New Jersey Rule 4:32-2.

4. The Court finds that the terms of the Settlement Agreement are within the range of a fair, reasonable, and adequate settlement between the Settlement Class and Cardinal Financial under the circumstances of this case, and were entered into after extensive, arm's-length negotiations.

5. The Court therefore preliminarily approves the Settlement Agreement, which is incorporated by reference into this Order, and directs the Parties to perform and satisfy the terms and conditions of the Settlement Agreement that are triggered by such preliminary approval.

**PROVISIONAL CERTIFICATION OF THE CLASS
FOR SETTLEMENT PURPOSES**

6. Subject to paragraphs 4 and 14 of this Order, the Court finds that only for purposes of settlement and notice the requirements of N.J. Court Rules, R. 4:32-1(a) and (b)(3) have been met, specifically:

a. The Settlement Class is so numerous that joinder of all members is impracticable;

- b. There are questions of law or fact common to the Settlement Class based upon the claims raised in the Complaint;
- c. Plaintiffs' claims are typical of the claims of the Settlement Class;
- d. Plaintiffs and Plaintiffs' Counsel will fairly and adequately protect the interests of the Settlement Class; and
- e. Questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating this Action.

7. The Court therefore provisionally certifies the following Settlement Class, for settlement purposes only:

All persons who paid a fee labeled "Processing Fee" on a Closing Disclosure issued in connection with a residential mortgage loan originated by Cardinal Financial (using the Nationwide Mortgage Licensing System and Registry number 66247) relating to real property in New Jersey between January 10, 2017 and January 9, 2023.

Excluded from the Class are (i) Cardinal Financial's Counsel, Cardinal Financial's officers and directors, and the judges presiding over the Action, and (ii) all persons who file a timely and proper request to be excluded from the Class, as provided for under Section 3.10 of the Settlement Agreement.

8. In the event the Settlement does not become effective pursuant to the terms of the Settlement Agreement, such provisional certification shall be void, and Cardinal Financial shall have reserved its right to oppose any and all class certification motions.

9. Plaintiffs Jonathan A. Galente and James D. Winfrey are hereby provisionally designated and appointed as the Class Representatives for the Settlement Class for settlement purposes only. The Court provisionally finds that the Class Representatives are similarly situated to absent Class Members and has claims typical of the Settlement Class, and, therefore, will be

adequate Class Representatives for settlement purposes only. Plaintiffs must fairly and adequately protect and represent the interests of the Class Members.

10. The Court provisionally designates Plaintiffs' Counsel as counsel for the Class for settlement purposes only. Plaintiffs' Counsel must fairly and adequately protect and represent the interests of the Class Members.

NOTICE TO SETTLEMENT CLASS

11. The proposed Email Notice and Mail Notice in the forms attached to the Settlement Agreement as Exhibit B and Exhibit C, and the manner of distribution of Class Notice by email, direct mail, and Settlement Website are hereby approved by this Court as the best notice practicable to the Settlement Class. The Notice contains all essential elements required to satisfy state statutory requirements and due process under New Jersey Court Rule 4:32-2, the New Jersey State Constitution, the United States Constitution, and all other applicable laws and rules.

12. The Court further finds that the form, content, and method of notice proposed in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members.

13. In accord with the Settlement Agreement, Cardinal Financial, through the Claims Administrator designated in the Settlement Agreement, shall provide Class Notice, in the form and manner approved herein in paragraph 7 above, to members of the Settlement Class no later than thirty (30) days from the date of this Order (the "Notice Deadline").

14. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

EXCLUSIONS AND OBJECTIONS

15. Class Members shall be afforded an opportunity to request exclusion from the Settlement Class. A Class Member may exclude himself or herself from the Settlement Class by mailing to the Claims Administrator a letter or postcard that is postmarked no later than ninety (90) calendar days after entry of this Order. To be effective, the request for exclusion must be signed by the Class Member requesting exclusion and must include the following information: (a) the name and case number of the Action (*Galente et al. v. Cardinal Financial Company, Limited Partnership, et al.*, Case No. HUD-L-83-23); (b) the full name, address, and telephone number of the Class Member requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement. Class Members who submit a timely and valid request for exclusion from the Settlement Class shall not participate in and shall not be bound by the Settlement. Class Members who do not timely and validly opt out of the Settlement Class in accordance with the Settlement Agreement shall be bound by all determinations and judgments in this action concerning the Settlement.

16. Class Members who do not request exclusion from the Settlement Class have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this paragraph. Class Members who object to the proposed Settlement shall remain Class Members, and shall have voluntarily waived their right to pursue any independent remedy against Cardinal Financial as to the Released Claims. Any Class Member who wishes to object to the proposed Settlement must file with the Court, and serve upon Class Counsel and Defendant's Counsel, a written notice of intent to object that is postmarked no later than ninety (90) calendar

days after entry of this Order. To be effective, a notice of intent to object to the proposed Settlement must be verified by a declaration under penalty of perjury or a sworn affidavit, and must include the following information: (a) the name and case number of the Action (*Galente et al. v. Cardinal Financial Company, Limited Partnership, et al.*, Case No. HUD-L-83-23); (b) the full name, address, and telephone number of the person objecting (email address is optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. In addition, the written objection must be signed and dated, and must include the following language immediately above the signature and date: “I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”

17. Any Class Member that does not file a timely notice of intent to object in the manner provided in the Settlement Agreement shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement. To the extent any Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such member of the Settlement Class will be forever bound by the Final Approval Order and Judgment.

SCHEDULE AND PROCEDURES

18. Plaintiffs’ Counsel shall file any motion(s) for final approval of the Settlement and for an award of attorneys’ fees and costs, along with any supporting materials, no later than fourteen (14) days before the date of the Final Approval Hearing.

19. If the Settlement does not become final and effective for any reason, the Settlement Agreement, in accord with Section 4.3 thereof, shall terminate and be deemed null and void, and

all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in the Action or in any other proceeding, and shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing as of the Execution Date.

20. This Order shall not be used as evidence for any purpose, other than to enforce its terms, against Cardinal Financial. The Order shall not be construed or used as an admission or evidence of the validity of any claim or allegation made against Cardinal Financial in this Action, or otherwise, or of any wrongdoing by or against Cardinal Financial, nor as a waiver by Cardinal Financial of any right to present evidence, arguments or defenses, including without limitation to the propriety of class certification, in this Action or any other litigation.

21. Pursuant to N.J. Court Rule 4:32-2(e)1)(C), a Final Approval Hearing shall be held before the undersigned on _____, 2025, at _____, for the purpose of: (i) determining whether to grant final approval to the Settlement; (ii) considering any timely objections to the Settlement and all responses thereto; and (iii) considering requests for an award of attorneys' fees and costs to Plaintiffs' Counsel and for an incentive award to the Class Representatives.

22. The Court may adjourn the date and/or time of the Final Approval Hearing and/or conduct the Final Approval Hearing telephonically without further notice to the members of the Settlement Class. The Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement and may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Settlement Class.

23. All discovery and pretrial proceedings in this action are stayed and suspended until further order of this Court.

24. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the dates summarized as follows:

EVENT	DATE
Notice Deadline	No later than 30 days after the entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	No later than 60 days after Notice Deadline
Deadline for Class Members to Object to Settlement	No later than 60 days after Notice Deadline
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	No later than 60 days after Notice Deadline
Deadline for Plaintiffs to File Motion for Final Approval	No later than 14 days prior to Final Approval Hearing
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, and Incentive Awards	No later than 14 days prior to Final Approval Hearing
Final Approval Hearing	_____, 2025, at _____

SO ORDERED.

Dated: _____

EXHIBIT B

Full Notice

MR. JONATHAN ALEXANDER GALENTE,
MR. JAMES D. WINFREY, AND DOES 2
THROUGH 10,

Plaintiffs,

vs.

CARDINAL FINANCIAL COMPANY,
LIMITED PARTNERSHIP, AND DOES 11
THROUGH 20,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY
DOCKET NO. HUD-L-82-23

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All persons who obtained a residential mortgage loan for real property in New Jersey from Cardinal Financial Company, Limited Partnership between January 10, 2017 and January 9, 2023, and paid a fee labeled “Processing Fee” on a Closing Disclosure issued in connection with that mortgage. This includes all loans originated under the originating entity using the Nationwide Mortgage Licensing System and Registry (NMLS) number 66247.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement (“Settlement”) has been proposed in the class-action lawsuit referenced above pending in the Superior Court of New Jersey, Case No. HUD-L-000082-23 (the “Action”). If the Court gives final approval to the Settlement, Cardinal Financial Company, Limited Partnership (“Cardinal Financial”) will provide for each Class Member who properly and timely completes and submits a Claim Form a one-time cash payment in the amount of 55 percent of the fee labeled “Processing Fee” on your Closing Disclosure issued in connection with a Cardinal Financial residential mortgage loan (“Settlement Payment”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way to get a Settlement Payment.	Deadline: _____
	Visit the Settlement website located at _____ to obtain and to electronically submit a Claim Form and supporting documentation. You can also print the Claim Form from the website and then submit it by mail along with any supporting documentation.	

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Settlement Payment under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Cardinal Financial regarding the allegations in the Action ever again.	Deadline: _____
OBJECT	You may write to the Court about why you object to (<i>i.e.</i> , don't like) the Settlement and think it should not be approved. Filing an objection does not exclude you from the Settlement.	Deadline: _____
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a Final Approval Hearing or "Fairness Hearing" to consider the Settlement and the request for attorneys' fees and costs of the lawyers who brought the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also include as part of your objection a "Notice of Intention to Appear" to the Court and the Parties' attorneys indicating your intent to do so.</p>	Hearing Date: _____
DO NOTHING	You will not receive a Settlement Payment under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit involving the legal claims in this Action.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION##

1. Why did I get this notice?
2. What is this lawsuit about?

- 3. Why is this a class action?
- 4. Why is there a Settlement?
- 5. How do I know if I am part of the Settlement?
- 6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT.....##

- 7. What relief does the Settlement provide to the Class Members?

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM##

- 8. How can I get a Settlement Payment?
- 9. When will I get a Settlement Payment and what is the deadline to cash the check for the Settlement Payment?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF.....##

- 10. Do I have a lawyer in this case?
- 11. How will the lawyers be paid?
- 12. Will the Representative Plaintiff receive any compensation for his efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS.....##

- 13. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....##

- 14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT.....##

- 15. How do I tell the Court that I do not like the Settlement?
- 16. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING.....##

- 17. What is the Fairness Hearing?
- 18. When and where is the Fairness Hearing?

19. May I speak at the Fairness Hearing?

ADDITIONAL INFORMATION.....##

20. How do I get more information?

21. What if my address or other information has changed or changes after I submit a Claim Form?

BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a Settlement has been reached in this Action. According to Cardinal Financial’s available records you might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiffs Jonathan A. Galente and James D. Winfrey (the “Representative Plaintiffs”) filed a lawsuit against Cardinal Financial on behalf of themselves and all others similarly situated. The lawsuit alleges that Cardinal Financial charged fees that were improper under New Jersey’s Residential Mortgage Lending Act in connection with residential mortgage loans issued in New Jersey between January 10, 2017 and January 9, 2023.

Cardinal Financial denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Cardinal Financial further denies that any Class Member is entitled to any relief and, other than for settlement purposes, and that this Action is appropriate for certification as a class action. Cardinal Financial denies any wrongdoing and any liability whatsoever.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class-action lawsuit, one or more people called “Representative Plaintiff(s)” (in this Action, Jonathan A. Galente and James D. Winfrey) sue on behalf of other people who have similar claims.

For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, Cardinal Financial, is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against Cardinal Financial. Cardinal Financial denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiffs or Cardinal Financial should win this Action. Instead, both sides agreed to a Settlement in order to limit further expense, inconvenience, and uncertainty. That way, the Parties avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: all persons who paid a fee labeled “Processing Fee” on a Closing Disclosure issued in connection with a residential mortgage loan originated by Cardinal Financial (using the Nationwide Mortgage Licensing System and Registry number 66247) relating to real property in New Jersey between January 10, 2017 and January 9, 2023.

6. *I’m still not sure if I am included.*

If you are still not sure whether you are included, you can contact the Claims Administrator for free help about whether you are a Class Member. The email address of the Claims Administrator is _____ and the U.S. postal (mailing) address is _____.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

Cardinal Financial has agreed to provide the Class a Settlement Payment of a one-time cash payment to a Class Member in the amount of 55 percent of the fee labeled “Processing Fee” on the Closing Disclosure issued to that Class Member in connection with a Cardinal Financial residential mortgage loan relating to real property in New Jersey between January 10, 2017 and January 9, 2023. To receive a Settlement Payment, you must timely complete and submit a valid Claim Form, which explains the eligibility and any documentation requirements for the different payment categories.

HOW TO REQUEST A SETTLEMENT PAYMENT – SUBMITTING A CLAIM FORM

8. *How can I get a Settlement Payment?*

To qualify for a Settlement Payment, you must send in a Claim Form by the deadline. A Claim Form is available by clicking [HERE](#) or on the Internet at the website _____. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Eastern) on _____.

If you received an email or mail notifying you of the Settlement, please provide the unique proof of purchase code included in that email or mail when completing your Claim Form.

9. *When will I get a Settlement Payment and what is the deadline to cash the check for the Settlement Payment?*

As described in Sections 17 and 18 below, the Court will hold a hearing on _____ at _____, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at _____. ***Please be patient.***

You will have one hundred and eighty (180) days from the date of issuance to negotiate (*i.e.* cash) the check you receive for the Settlement Payment.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Mortgage Justice, LLC and Marion & Allen, P.C. (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Cardinal Financial has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$179,718.40, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs for Class Counsel’s attorneys’ fees and costs.

12. *Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?*

The Representative Plaintiffs will request a service award (also known as an “incentive award”) of up to \$1,000 per individual for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Representative

Plaintiffs. Cardinal Financial agrees to pay to the Representative Plaintiffs the incentive award approved by the Court up to \$1,000 per individual.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Cardinal Financial. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Cardinal Financial regarding the allegations in the Action. The Settlement Agreement, available on the Internet at the website _____ contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard stating: (a) the name and case number of the Action “*Galente, et al. v. Cardinal Financial Company, Limited Partnership et al.*, Case No. HUD-L-000082-23”; (b) your full name, address, and telephone number (email address optional); and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than _____ to the Claims Administrator at:

Galente v. Cardinal Financial Company, Limited Partnership Litigation Settlement

c/o _____

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Cardinal Financial based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of attorneys’ fees and costs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) _____.

Galente v. Cardinal Financial Company, Limited Partnership Litigation Settlement

c/o _____

The written objections must state: (a) the name and case number of the Action “*Galente, et al. v. Cardinal Financial Company, Limited Partnership et al.*, Case No. HUD-L-000082-23”; (b) the full name, address, and telephone number of the person objecting (email address optional); (c) the words “Notice of Objection” or “Formal Objection”; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated, and must include the following language immediately above the signature and date:

“I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid written objection a statement substantially similar to “Notice of Intention to Appear.”

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony.

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, as well as to consider the award of attorneys' fees and costs to Class Counsel.

18. *When and where is the Fairness Hearing?*

On _____, at _____, a hearing will be held on the fairness of the proposed Settlement. At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The Fairness Hearing will take place before the Honorable Joseph A. Turula in Floor 2 of the W.J. Brennan Courthouse, located at 583 Newark Avenue, Jersey City, New Jersey 07306. The Fairness Hearing may be postponed to a different date or time or location without notice. Please check _____ for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the Fairness Hearing?*

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely served and filed an objection and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Claims Administrator at the email address: _____ or the U.S. postal address (mailing): _____.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit www.njcourts.gov in order to obtain the file for inspection and copying at your own expense.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Galente v. Cardinal Financial Company, Limited Partnership Litigation Settlement

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT C

Email Notice

From: SettlementAdministrator@cardinalfinancialsettlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Potential Right to Refund of Fees Paid Due to Class Action Settlement

IMPORTANT: You may be eligible for a settlement payment under the terms of a recent class action settlement. If you are eligible, following the instructions below may result in you receiving a refund of certain fees you paid in connection with a residential mortgage loan.

You are receiving this notice because records show that you obtained a residential mortgage loan for real property in New Jersey from Cardinal Financial Company, Limited Partnership (using the Nationwide Mortgage Licensing System and Registry number 66247) between January 10, 2017 and January 9, 2023, and paid a fee labeled “Processing Fee” on a Closing Disclosure issued in connection with that mortgage, and you may be eligible for a settlement payment under the terms of a recent class action settlement.

A court has directed that this Notice be emailed to you. This is not a solicitation from a lawyer.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class-action lawsuit pending in the Superior Court of New Jersey (“Court”) titled *Galente, et al. v. Cardinal Financial Company, Limited Partnership et al.*, Case No. HUD-L-000082-23 (the “Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against Cardinal Financial Company, Limited Partnership (“Cardinal Financial”) by Plaintiffs Jonathan A. Galente and James D. Winfrey alleging that Cardinal Financial charged fees that were improper under New Jersey’s Residential Mortgage Lending Act in connection with residential mortgage loans issued in New Jersey between January 10, 2017 and January 9, 2023. Cardinal Financial denies any wrongdoing and liability, and both sides disagree on how much, if anything, the Class could have recovered after trial. *No court has decided which side is right. But both sides agreed to provide benefits to mortgage borrowers and to resolve the case in order to limit further expense, inconvenience, and uncertainty.*

Am I Class Member? You are a “Class Member” if you obtained a residential mortgage loan for real property in New Jersey from Cardinal Financial between January 10, 2017 and January 9, 2023, and you paid a fee labeled “Processing Fee” on a Closing Disclosure issued in connection with that loan.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Payment of a one-time cash payment in the amount of 55 percent of the fee labeled “Processing Fee” on your Closing Disclosure issued in connection with a Cardinal Financial residential mortgage loan. To receive a Settlement Payment, you must timely complete and submit a valid Claim Form. A Claim Form is available on the Internet at the Settlement Website: www.cardinalfinancialsettlement.com. The deadline to submit a Claim Form is

_____.
YOUR UNIQUE PROOF OF CLAIM CODE IS _____. Please provide this code

when completing your Claim Form.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by [redacted], 2025, or you won't be able to sue Cardinal Financial about the legal claims alleged in the Action ever again. If you exclude yourself, you cannot receive a Settlement Payment from this Settlement. If you stay in the Settlement by not excluding yourself, you may object to it by [redacted], 2025. If you object, you are still eligible to receive a Settlement Payment if you timely complete and submit a valid Claim Form. The detailed notice available at www.cardinalfinancialsettlement.com explains how to request exclusion or object. The Court will hold a Fairness Hearing on [redacted], 2025, at _____, to consider whether to approve the Settlement, the request by Mortgage Justice, LLC and Marion & Allen, P.C., the lawyers representing all Class Members, for \$179,718.40 in attorneys' fees and costs, and the request by the class representatives (Jonathan A. Galente and James D. Winfrey) for \$1,000 each. You may ask to appear at the Fairness Hearing, but you do not have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit www.cardinalfinancialsettlement.com. You may also contact the Claims Administrator at [email address] or [postal address].

EXHIBIT D

Mail Notice

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

CARDINAL
FINANCIAL'S RECORDS
INDICATE THAT YOU
MAY BE ENTITLED TO
A PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

Cardinal Financial Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

CARDINAL FINANCIAL SETTLEMENT

A court has directed that this Notice be emailed to you. This is not a solicitation from a lawyer.

IMPORTANT: You may be eligible for a settlement payment under the terms of a recent class action settlement. If you are eligible, following the instructions below may result in you receiving a refund of certain fees you paid in connection with a residential mortgage loan.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class-action lawsuit pending in the Superior Court of New Jersey (“Court”) titled *Galente, et al. v. Cardinal Financial Company, Limited Partnership et al.*, Case No. HUD-L-000082-23 (the “Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against Cardinal Financial Company, Limited Partnership (“Cardinal Financial”) by Plaintiffs Jonathan A. Galente and James D. Winfrey alleging that Cardinal Financial charged fees that were improper under New Jersey’s Residential Mortgage Lending Act in connection with residential mortgage loans issued in New Jersey between January 10, 2017 and January 9, 2023. Cardinal Financial denies any wrongdoing and liability, and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to mortgage borrowers and to resolve the case in order to limit further expense, inconvenience, and uncertainty.**

Am I Class Member? You are a “Class Member” if you obtained a residential mortgage loan for real property in New Jersey from Cardinal Financial (using the Nationwide Mortgage Licensing System and Registry number 66247) between January 10, 2017 and January 9, 2023, and you paid a fee labeled “Processing Fee” on a Closing Disclosure issued in connection with that loan.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Payment of a one-time cash payment in the amount of 55 percent of the fee labeled “Processing Fee” on your Closing Disclosure issued in connection with a Cardinal Financial residential mortgage loan. To receive a Settlement Payment, you must timely complete and submit a valid Claim Form. A Claim Form is available on the Internet at the Settlement Website: www.cardinalfinancialsettlement.com. The deadline to submit a Claim Form is _____.

YOUR UNIQUE PROOF OF CLAIM CODE IS _____. *Please provide this code when completing your Claim Form.*

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by _____, 2025, or you won’t be able to sue Cardinal Financial about the legal claims alleged in the Action ever again. If you exclude yourself, you cannot receive a Settlement Payment from this Settlement. If you stay in the Settlement by not excluding yourself, you may object to it by _____, 2025. If you object, you are still eligible to receive a Settlement Payment if you timely complete and submit a valid Claim Form. The detailed notice available at www.cardinalfinancialsettlement.com explains how to request exclusion or object. The Court will hold a Fairness Hearing on _____, 2025, at _____, to consider whether to approve the Settlement, the request by Mortgage Justice, LLC and Marion & Allen, P.C., the lawyers representing all Class Members, for \$179,718.40 in attorneys’ fees and costs, and the request by the class representatives (Jonathan A. Galente and James D. Winfrey) for \$1,000 each. You may ask to appear at the Fairness Hearing, but you do not have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit www.cardinalfinancialsettlement.com. You may also contact the Claims Administrator at [email address] or [postal address], or [toll-free telephone number].

EXHIBIT E

Claim Form

*Galente, et al. v. Cardinal Financial Company, Limited Partnership et al.,
Case No. HUD-L-000082-23*

CLAIM FORM

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN _____.

PERSONAL INFORMATION. Please legibly print or type the following information:

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Telephone Number: (____) _____ Email Address (optional): _____

The above information will be used to send you your Settlement Payment and to communicate with you if any additional information is needed for or problems arise with your claim.

I declare the following:

CONFIRMATION OF CLASS MEMBERSHIP

I certify under penalty of perjury of the laws of the United States of America that (i) I obtained at least one residential mortgage loan for real property in New Jersey from Cardinal Financial Company, Limited Partnership (“Cardinal Financial”) (using the Nationwide Mortgage Licensing System and Registry number 66247) between January 10, 2017 and January 9, 2023 in the amount(s) listed below, (ii) I paid a fee labeled “Processing Fee” in the amount(s) listed below on a Closing Disclosure issued in connection with my mortgage(s), and that (iii) no portion of that fee has yet been refunded.

The Claims Administrator will use the information provided below to verify this statement.

CLOSING DISCLOSURE INFORMATION. For each of the residential mortgage loans for real property in New Jersey that you obtained from Cardinal Financial between January 10, 2017 and January 9, 2023, please legibly print or type the following information relating to your Cardinal Financial Closing Disclosure, which was provided to you as part of the closing documents for your loan. If you consented to electronic transactions and activated your Octane account, your Cardinal Financial Closing Disclosure is accessible through Cardinal Financial’s Octane portal at [insert URL]. **If you have any issues accessing your Closing Disclosure, please contact the Claims Administrator at [email address] or [1-800-xxx-xxxx]. Please check this form carefully to make sure you have included all of your Cardinal Financial loans that meet the above criteria.**

Loan No. 1

Borrower Name on Closing Disclosure (if different from information provided above in the “Personal Information” section, please explain the difference):

Property Address on Closing Disclosure: _____

Loan Amount on Closing Disclosure: _____

Loan ID on Closing Disclosure (a/k/a Loan Number): _____

“Processing Fee” Amount on Closing Disclosure: _____

Loan No. 2

Borrower Name on Closing Disclosure (if different from information provided above in the “Personal Information” section, please explain the difference):

Property Address on Closing Disclosure: _____

Loan Amount on Closing Disclosure: _____

Loan ID on Closing Disclosure (a/k/a Loan Number): _____

“Processing Fee” Amount on Closing Disclosure: _____

Loan No. 3

Borrower Name on Closing Disclosure (if different from information provided above in the “Personal Information” section, please explain the difference):

Property Address on Closing Disclosure: _____

Loan Amount on Closing Disclosure: _____

Loan ID on Closing Disclosure (a/k/a Loan Number): _____

“Processing Fee” Amount on Closing Disclosure: _____

PROOF OF CLAIM CODE.

I received a proof of claim code with my Notice, which is _____.

ACKNOWLEDGEMENT

I have received notice of the class-action Settlement in this case, and I am a member of the class of persons described in the notice. I agree to release all the claims, known and unknown, as set forth in Section 4 of the Settlement Agreement. I submit to the jurisdiction of the Superior Court of New Jersey with regard to my claim and for purposes of enforcing the release of claims stated in the Settlement Agreement. I agree to furnish additional information to support this claim if required to do so.

The Claims Administrator may verify your claim, and Cardinal Financial may audit claims. Please retain in your possession any supporting records. Claims that are incomplete and/or cannot be verified may be rejected.

IF SUBMITTED ELECTRONICALLY:

I agree that by submitting this Claim Form I certify under penalty of perjury of the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.

IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the Unites States of America that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____

ACCURATE CLAIMS PROCESSING TAKES TIME. THANK YOU FOR YOUR PATIENCE.

EXHIBIT F

[Proposed] Final Approval Order and Judgment

MR. JONATHAN ALEXANDER GALENTE,
MR. JAMES D. WINFREY, AND DOES 2
THROUGH 10,

Plaintiffs,

v.

CARDINAL FINANCIAL COMPANY,
LIMITED PARTNERSHIP, AND DOES 11
THROUGH 20,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY
DOCKET NO. HUD-L-000082-23

Civil Action

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, Jonathan A. Galente and James D. Winfrey (“Plaintiffs” or “Class Representatives”) and Defendant Cardinal Financial Company, Limited Partnership (“Cardinal Financial”) (collectively referred to as the “Parties”), by their respective counsel, entered into a Settlement Agreement and Release (the “Settlement Agreement”); and

WHEREAS, Plaintiffs applied, pursuant to N.J. Court Rule 4:32-2, for an order preliminarily approving the proposed settlement (the “Settlement”) as set forth in the Settlement Agreement, preliminarily approving the form and plan of the Class Notice, and authorizing distribution of the Class Notice as set forth in the Settlement Agreement;

WHEREAS, this Court provisionally certified the following class (the “Settlement Class”): all persons who paid a fee labeled “Processing Fee” on a Closing Disclosure issued in connection with a Cardinal Financial residential mortgage loan relating to real property in New Jersey between January 10, 2017 and January 9, 2023;

WHEREAS, the Court entered an order preliminarily approving the Settlement (the “Preliminary Approval Order”), approving the forms of notice of the Settlement to the Settlement

Class, directing that notice of the Settlement be given to the Settlement Class, and scheduling a hearing on final approval;

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order, the Claims Administrator caused the Class Notice to be disseminated as directed by the Court, giving the best notice practicable under the circumstances;

WHEREAS, on _____, 2025, at _____, this Court held a hearing on whether the Settlement is fair, reasonable, and adequate (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Plaintiffs’ Counsel and Cardinal Financial’s Counsel, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records, and proceedings in the above-captioned action (the “Action”), the benefits to the Settlement Class under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties, including the Settlement Class.
3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.
4. Plaintiffs and Plaintiffs’ Counsel fairly and adequately represent the interests of the Settlement Class in connection with the Settlement. The Court grants final approval to the appointment of Class Representatives and Plaintiffs’ Counsel as counsel for the Class for settlement purposes only.

5. The Settlement is the product of good faith, arm's-length negotiations by Plaintiffs and Plaintiffs' Counsel, on the one hand, and Cardinal Financial and Cardinal Financial's Counsel, on the other hand, and the Settlement Class and Cardinal Financial were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the Class Notice given to the Class Members—as previously approved by the Court in its Preliminary Approval Order—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of New Jersey Court Rule 4:32-2, due process, and all other applicable laws and rules.

7. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and is approved in all respects. The Court hereby directs the Parties and their counsel to effectuate the Settlement according to its terms.

8. The Settlement Agreement provides for monetary benefits to the Class Members who did not request exclusion from the Class by the Response Deadline. The Court approves those benefits and approves the award to the Settlement Class as provided in the Settlement Agreement.

9. The Court awards Plaintiffs an incentive award of \$1,000 per person. The Court finds that these payments are justified by their service to the Settlement Class. These payments shall be paid in accordance with the Settlement Agreement.

10. The Court awards Plaintiffs' Counsel the sum of \$179,718.40 as an award of attorneys' fees and costs to be paid in accordance with the Settlement Agreement, and the Court finds this amount of fees and costs to be fair and reasonable.

11. The Court has considered all objections and finds the objections do not counsel against approval of the Settlement Agreement, and the objections are hereby overruled in all respects.

12. All Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. A list of those putative Class Members who have timely and validly elected to opt out of the Settlement Agreement and the Settlement Class (the “Opt-Out Members”), and who are therefore are not bound by the Settlement Agreement and this Final Approval Order and Judgment has been submitted to the Court in advance of this Final Approval Hearing. That list is attached as Exhibit A to this Order. The Opt-Out Members listed in Exhibit A are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Class Members under the Settlement Agreement.

14. The Released Parties shall be deemed to have, and by operation of the judgment shall have, fully and irrevocably released and discharged the releases from the Released Claims, all as defined in the Settlement Agreement. The terms of the Settlement Agreement, which are incorporated by reference into this Order, shall have res judicata and other preclusive effect as to the Released Claims as against the Released Parties. The Released Parties may file the Settlement Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

15. The above-captioned Action is hereby dismissed with prejudice, and each side shall bear its own fees and costs, apart from the provision of attorneys' fees and costs as provided for in the Settlement Agreement.

16. This Order shall not be construed or used as an admission or evidence of the validity of any claim or allegation made in the Action against Cardinal Financial or any other of the Released Parties in the Action or of any wrongdoing by or against Cardinal Financial or any other of the Released Parties, nor as a waiver by Cardinal Financial or any other of the Released Parties of any right to present evidence, arguments, or defenses, including without limitation to the propriety of class certification, in the Action or in any other litigation.

17. If the Settlement does not become final and effective for any reason, the Settlement Agreement, in accord with Section 4.3 thereof, shall terminate and be deemed null and void, and all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in the Action or in any other proceeding, and shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing as of the Execution Date.

18. The Parties are hereby authorized, without requiring further approval from the Court, to agree to adopt amendments and modifications to the Settlement Agreement, in writing and signed by or as authorized by the Parties, that are not inconsistent with this Order and that do not limit the rights of the Class Members.

19. The Court shall retain jurisdiction over the Parties for purposes of effectuating the administration and enforcement of the Settlement Agreement.

20. This Order is final and appealable, and shall constitute a final judgment.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:
