

FILED

FEB 14 2025

JOSEPH A. TURULA, P.J.Cv.

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

Granted.

**~~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	To be determined 2025, at _____



SO ORDERED.

Dated: 02/14/2025


 Hon. Joseph A. Turula, P.J.Cv.