

# Exhibit 1

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
PADUCHAH DIVISION  
CASE NO: 5:21-cv-00068-BJB-LLK**

**DANIEL MCNALLY,  
Individually and on Behalf of all Others  
Similarly Situated,**

**PLAINTIFF**

**VS.**

**THE KINGDOM TRUST COMPANY**

**DEFENDANT**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made pursuant to Rule 23 of the Federal Rules of Civil Procedure in the above-titled litigation. Subject to the approval of the United States District Court for the Western District of Kentucky (the “Court”), this Settlement Agreement is entered into among plaintiff Daniel McNally (“McNally” or “Plaintiff”) and proposed additional plaintiff Daniel Brager (“Brager” or “Proposed Additional Plaintiff”) (collectively Messrs. McNally and Brager are referred to as “Plaintiffs”), on behalf of themselves and each of the Class Members (as defined below), and Defendant The Kingdom Trust Company (“KTC,” “Kingdom Trust” or “Defendant”). Plaintiffs and Defendant are referred to here as the “Settling Parties” or “Parties” and each individually as a “Party.” The Parties intend this Settlement Agreement to resolve, discharge, and settle the Released Claims (as defined below) finally and forever according to the terms and conditions set forth below.

**I. RECITALS**

WHEREAS, the Parties state the following:

**A. The Class Action Litigation**

The Class Action was initiated on April 29, 2020, with the filing of a class action complaint captioned *Daniel McNally, individually and on behalf of all others similarly situated v. The Kingdom Trust Company, a South Dakota corporation*, Case 8:20-cv-00830, in the United States District Court for the Central District of California (the “Original Case”).

On August 13, 2020, Defendant moved to dismiss the Original Case on jurisdictional grounds. Plaintiff opposed the motion, and the motion was granted on November 13, 2020.

On May 13, 2021, Plaintiff filed suit, individually and on behalf of a proposed class of all others similarly situated in the Calloway County Circuit Court, under case number 21-CI-0147 (“State Class Case”).

On June 9, 2021, Defendant removed the State Class Case to the United States District Court for the Western District of Kentucky, where the Action was assigned case number 5:21-cv-00068-TRB (the “Class Action” or the “Action”). The complaint asserted claims for violations of the Securities Act of Kentucky, aiding and abetting fraud, aiding and abetting breach of fiduciary duty, civil conspiracy, breach of fiduciary duty, fraud, and negligent misrepresentations and omissions.

On July 2, 2021, Plaintiff sought to remand the case to state court. Defendant opposed the motion. After additional briefing, the Court denied the motion to remand on October 5, 2021.

On June 17, 2021, Defendant moved to dismiss the Action. Plaintiff opposed the motion, and Defendant filed a reply.

On January 25, 2022, the Court denied the motion to dismiss in part, and granted it in part dismissing Plaintiff’s claims for breach of fiduciary duty and civil conspiracy, and sustaining Plaintiff’s claims under the Kentucky Securities Act, for aiding and abetting breach of fiduciary duty, aiding and abetting fraud, and for fraud and negligent misrepresentations and omissions.

On March 4, 2022, Defendant answered the Complaint.

Defendant disputes Plaintiff's allegations and denies all liability in the Class Action.

While the case was pending before this Court, the Parties filed and opposed various motions and engaged in discovery, including exchanging documents and conducting depositions.

On April 29, 2025, Plaintiff moved to add Proposed Additional Plaintiff Daniel Brager as an additional plaintiff and to add KTC Holding Company, WAO Holdings LLC and Digital Trust LLC as additional defendants. Defendant did not oppose the motion to add Mr. Brager as a plaintiff but did oppose the motion to add KTC Holding Company, WAO Holdings LLC and Digital Trust LLC as additional defendants. The Settlement was reached while that motion was pending.

#### **B. Settlement Negotiations**

Counsel for the parties had ongoing settlement discussions through the course of 2022 through 2024. The negotiations did not result in a settlement.

The Parties thereafter scheduled an in-person mediation session with the Honorable William Meyer (Ret.) of the Judicial Arbiter Group, Inc. for April 3, 2025 in Denver, Colorado. At the conclusion of the mediation session, the Parties remained at an impasse. However, Judge Meyer remained involved in assisting the parties with their negotiations.

Following the mediation session, Plaintiffs took additional depositions of Defendant's witnesses.

On or about July 2, 2025, the Parties agreed on the terms of the Settlement, and they so informed the Court on July 3, 2025.

#### **C. Materiality of Recitals**

Each of the foregoing Recitals represents an integral and material component of this Settlement Agreement and is incorporated by reference into this Agreement.

## **II. TERMS OF THE SETTLEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and among the Representative Plaintiffs, individually and on behalf of the Class Members, by and through their counsel and by and through Defendant and their respective counsel, that this Class Action and all matters that have been, could have been, and/or could be raised between the Plaintiffs on the one hand and the Defendant on the other hand in the Class Action are hereby settled and compromised. This Action will be dismissed on the merits and with prejudice as to Defendant, and the Released Claims will be released as to Defendant and all other Releasees based upon the terms and conditions set out in this Settlement Agreement (including the Release), subject to the Court's approval and such approval becoming Final.

### **A. Definitions**

1. As used in this Settlement Agreement, the following capitalized terms have the following meanings:

a. "Alleged Losses" means the principal amount invested in the William Jordan Fund Scheme through the WJA Funds, less any returns on investment, and any amounts received through a recovery in the WJA Bankruptcy proceedings or through any other legal proceeding.

b. "Approval Date" means the date on which the Court enters the Final Order Approving Settlement.

c. "Attorneys' Fees, Expenses, and Service Award Application" means the application for fees, expenses, and Service Award to be made by Class Counsel pursuant to paragraphs 9 *et seq.* below.

d. “Attorneys’ Fees and Expenses Award” means the fees and expenses awarded by the Court to Class Counsel.

e. “Authorized Claim” means a claim for recovery of Alleged Losses from an Authorized Claimant that has been found to be timely and valid under the terms of this Settlement Agreement.

f. “Authorized Claimant” means a Class Member (or the representative of such Class Member, including, without limitation, agents, administrators, executors, heirs, predecessors, successor, affiliates or assigns) whose claim for recovery of Alleged Losses has been found to be timely and valid under the terms of this Settlement Agreement.

g. “Claim” or “Claims” means any and all tort-based claims, contract-based claims, or claims in equity that were or could have been asserted in the Class Action between the Plaintiffs and Class Members on the one hand and the Defendant on the other. The Parties agree, however, that the Class Members shall retain and are not releasing their rights to recover additional amounts through the WJA Bankruptcy proceedings, or any other action.

h. “Claim Form” means the form that Class Members must submit to the Claims Administrator in order to receive relief for their Alleged Losses pursuant to Section H of this Settlement Agreement, which will, subject to Court approval, be substantially in the form set out in Exhibit C.

i. “Class” or “Class Members” or “Settlement Class” or “Settlement Class Members” means all persons or entities that invested in or through the William Jordan Scheme and were damaged thereby. Excluded from the Class are (1) the Defendant; (2) any person, firm, corporation, or other entity related to or affiliated with Defendant, or in which the Defendant has or had a controlling interest; (3) William M. Jordan (“Jordan”), and any employee or agent of

William Jordan Investments, Inc., WJA Asset Management, LLC, or the WJA Funds; (4) members of the immediate family of Jordan; and (5) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person.

j. “Class Counsel” means the following attorneys and law firms: Alan Rosca and Paul Scarlato of Rosca Scarlato LLC, and Hugh Berkson of McCarthy Lebit Crystal & Liffman Co., LPA.

k. “Class Notice” means the notice described in Section D of this Settlement Agreement that will be disseminated to Settlement Class Members to inform them of the proposed Settlement, which notice shall, subject to Court approval, be substantially in the form set out in Exhibit B to this Settlement Agreement.

l. “Complaint” means the operative Complaint in this Action filed in the State Class Case, as removed to the United States District Court for the Western District of Kentucky on June 9, 2021.

m. “Complete Bar Order” means the order described in Section J of this Settlement Agreement.

n. “Effective Date” means the first date by which all of the events and conditions specified hereafter occur: (i) execution of this Settlement Agreement and such other documents as may be required to obtain final Court approval of this Settlement Agreement in a form satisfactory to the Settling Parties, (ii) the Settlement Administration Account has been established as provided below, (iii) the Court has approved the Class Notice, substantially in the form of Exhibit B hereto, (iv) the Court has entered the Final Order Approving Settlement that, *inter alia*, dismisses with prejudice the Class Action and (v) the Final Order Approving Settlement has become Final, as defined in Section A, paragraph “p” hereof.

o. “Fairness Hearing” means the hearing at or after which the Court will make a decision (i) whether to approve the Settlement as fair, reasonable and adequate; (ii) whether to certify the Settlement Class; and (iii) whether to grant the Attorneys’ Fees, Expenses, and Service Award Application.

p. “Final” means, when used in connection with any court order, that the order will be final: (1) if no appeal is taken, or the date on which the time to appeal from the order (including any potential extension of time) has expired; or (2) if any appeal is taken from the order, the date on which all such appeals—including any petitions for rehearing *en banc*, petitions for certiorari or any other form of review and any related appeals or petitions—have been finally disposed of, such that the time to appeal therefrom (including any potential extensions of time) has expired, in a manner resulting in an affirmance of the relevant order.

q. “Net Cash Settlement Amount” means the balance remaining in the Settlement Administration Account (including any interest that has accrued) after the payments described in Section H, paragraph 15 below are made from the Settlement Administration Account.

r. “Notice and Administrative Expenses” means all expenses associated with administration and implementation of this Settlement, including the Claims Administrator’s fees and expenses; provided, however, that Notice and Administrative Expenses shall not include the Attorneys’ Fees and Expenses.

s. “Objection Date” means the date by which objections to the Settlement proposed in this Settlement Agreement must be filed with the Court and served on counsel as set forth in the Preliminary Approval Order.



t. “William Jordan Fund Scheme” means the alleged Ponzi scheme perpetrated by William Jordan, who, acting as an advisor and fiduciary for investors through his businesses, William Jordan Investments, Inc. and WJA Asset Management, LLC, placed the investors’ money in several investment funds Jordan organized and controlled (the WJA Funds defined below, as well as TD REO Fund, LLC), ostensibly to profitably invest such money in real estate, private equity, and other securities.

u. “TD REO Fund, LLC” means the California limited liability company formed by Jordan in or about 2013 as a foreclosure management fund, to manage the defaulted trust deeds held in Jordan’s private investment funds.

v. “WJA Funds” means and includes the private investment funds founded by William Jordan between 2010 and 2016, through which Jordan raised money from his advisory clients. The WJA Funds include:

- 5827 Winland Hills Drive Development Fund, LLC
- Alabama Housing Fund, LLC
- CA Express Fund, LLC
- CA See Jane Go Fund, LLC
- CA Whirl Fund, LLC
- Equity Indexed Managed Fund, LLC
- PMB Managed Fund, LLC
- Prosper Managed Fund, LLC
- TD Opportunity Fund, LLC
- Urban Produce Fund, LLC

- Whirl Fund, LLC
- WJA Express Fund, LLC
- WJA Real Estate Opportunity Fund I, LLC
- WJA Real Estate Opportunity Fund, II, LLC
- WJA Secure Real Estate Fund, LLC
- WJA Secure Income Fund, LLC

w. “Order Approving Settlement” means the order to be entered by the Court approving the Settlement and this Settlement Agreement as contemplated in Section L herein, which order shall be substantially in the form set out in Exhibit D to this Settlement Agreement.

x. “Plan of Allocation” means the terms and procedures for allocating the Net Cash Settlement Amount among, and distributing the Net Cash Settlement Amount to, Authorized Claimants, which shall be subject to Court approval.

y. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

z. “Preliminary Approval Hearing” means the hearing at or after which the Court preliminarily approves the proposed Settlement.

aa. “Preliminary Approval Order” means the order to be entered by the Court concerning notice, administration, and the Fairness Hearing as contemplated in Section K of this Settlement Agreement.

bb. "Qualified Settlement Fund" means a fund within the meaning of Treasury Regulation § 1.468B-1.

cc. “Settlement Agreement” or “Agreement” means this Settlement Agreement and its Exhibits attached hereto, including any subsequent written amendments agreed to by all Settling Parties.

dd. “Recognized Claim” shall have the meaning attributed to it in the Plan of Allocation.

ee. “Recognized Alleged Loss” is the Alleged Loss amount of a claim under the Plan of Allocation and is the number used to calculate an Authorized Claimant’s Recognized Claim.

ff. “Release” means the release set forth in Section J of this Settlement Agreement.

gg. “Released Claims” means any and all Claims of or by the Releasors, as against the Releasees, and any and all Claims of or by the Defendant as against the Releasors, that were asserted, could have been asserted, or could in the future be asserted, arising from, based on, or relating to allegations in the Class Action. The term “Released Claims” does not include any claims for collection of any amounts from actions against parties other than the Releasees, including in the WJA Bankruptcy action.

hh. “Releasee” means each and every one of, and “Releasees” means all of: (i) Defendant and its attorneys in the Class Action; (ii) KTC Holding Company; (iii) My Retirement Account Services, LLC; (iv) WAO Fintech, LLC fka WAO Holdings LLC; and (iv) Digital Trust LLC.

ii. “Releasor” means each and every one of, and “Releasors” means all of (i) the Representative Plaintiffs; (ii) all other Class Members; (iii) their respective past or present parents, predecessors, successors, current and former affiliates, divisions, business units, joint

ventures, subsidiaries, assigns, any entities in which any Releasor has or had a controlling interest or that has or had a controlling interest in him, her, or it, and any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Representative Plaintiffs or any other Class Member and (iv) their respective past and present officers, directors, employees, officials, members, partners, and attorneys.

jj. “Representative Plaintiffs” means Plaintiff Daniel McNally and Proposed Additional Plaintiff Daniel Brager.

kk. “Service Award” means an application filed by Plaintiff for compensation for the Plaintiff’s efforts devoted to this Class Action and reimbursement of Plaintiff’s expenses.

ll. “Settlement” means the settlement terms, conditions and other provisions that are memorialized in this Settlement Agreement.

mm. “Claims Administrator” or the “Settlement Administration Agent” means Strategic Claims Services, 600 North Jackson Street, Suite 205, Media, PA 19063.

nn. “Settlement Administration Account” means the escrow account to be established by Class Counsel at The Huntington National Bank, which shall be an interest-bearing account into which the Settlement Payment will be paid pursuant to Section C of this Settlement Agreement. The Settlement Administration Account shall be treated for tax purposes as a Qualified Settlement Fund, as described below.

oo. “Settlement Administration Account Agent” means Strategic Claims Services, the escrow agent for the Settlement Administration Account.

pp. “Settling Parties” means all Parties to this Settlement Agreement.

qq. “Settlement Payment” means \$1,000,000.

rr. “Settlement Fund” means the Settlement Payment, plus any interest earned thereon.

ss. “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants).

tt. “Termination Date” means that date on which any of the Settling Parties provides notice that he, she or it is exercising a right to terminate this Settlement Agreement under Section N of this Settlement Agreement.

uu. “WJA Bankruptcy” means the bankruptcy proceedings filed by WJA Asset Management, LLC in the United States Bankruptcy Court for the Central District of California, under the master file, Case No. 8:17-bk-11996. WJA Bankruptcy also includes the related, separate bankruptcy proceeding filed by the WJA Funds, and any other entity related to William Jordan.

**B. Class Certification**

2. For purposes of this Settlement only, and subject to approval of the Court in accordance with Rule 23(e) of the Federal Rules of Civil Procedure, the Settling Parties stipulate to the certification of the Settlement Class, as defined herein; the appointment of Daniel McNally and Daniel Brager as Class Representatives; and the appointment of Alan Rosca and Paul Scarlato of Rosca Scarlato LLC, and Hugh Berkson of McCarthy Lebit Crystal & Liffman Co., LPA, as Class Counsel. If the Court declines to grant Final Approval of the Settlement, the parties agree that the conditional agreement to certify the Class is null and void, and Defendant will not be bound by any certification of the Class by the Court.

**C. Settlement Consideration**

3. Prior to or upon entry of the Preliminary Approval Order, Class Counsel shall cause to be established the Settlement Administration Account at The Huntington National Bank. In consideration of the settlement of claims asserted in this Class Action, and subject to the terms and conditions of the Settlement Agreement, Defendant will pay at least \$10,000 into the Settlement Administration Account within five business days after the Court enters the Preliminary Approval Order with the remaining sum of the Settlement Payment to be deposited into the Settlement Administration Account by wire transfer within thirty days (30) days following the date of entry of the Preliminary Approval Order and receipt by Defendant of the name, address and wire payment information for both the payee and recipient of the Settlement Payment and a completed Form W-9 for the payee of the Settlement Payment, which Class Counsel agrees to provide upon execution of the Settlement Agreement, to create the “Settlement Fund”.

**D. Notice to Class Members**

4. Subject to the requirements of the Preliminary Approval Order, Class Counsel shall cause the Class Notice and the Claim Form, substantially in the forms annexed hereto as Exhibits B and C, respectively, to be sent by first class mail, postage prepaid, and via email, within fourteen (14) days after Class Counsel provides the Claims Administrator with the Notice list, to all Settlement Class Members at the address and email addresses set forth in the records of Defendant. In addition, Plaintiff’s Counsel shall use reasonable efforts to obtain from counsel in the WJA Bankruptcy action to provide to the Claims Administrator, no later than fourteen (14) business days after entry of the Preliminary Approval Order, a list of potential Settlement Class Members (consisting of names, addresses, and email addresses), in electronic form. Class Counsel shall, at

least seven (7) days before the Fairness Hearing, file with the Court proof of mailing of the Class Notice and Claim Form. The date upon which Notice is first sent out shall be the “Notice Date.”

**E. Notice and Administrative Expenses**

5. Notice and Administrative Expenses shall be paid out of the Settlement Fund. Prior to the Effective Date of the Settlement, without further approval from Defendant or further order of the Court, Class Counsel may access up to ten thousand dollars (\$10,000.00) from the Settlement Payment to pay the costs associated with providing Notice to the Class.

**F. Procedures for Objections to the Settlement and Exclusions from the Class**

6. Any Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement, to any term(s) of this Agreement or to the proposed Attorneys’ Fees and Expenses Award or Service Award may do so no later than fourteen (14) days after Class Counsel files opening papers in support of Final approval of the Settlement, the Plan of Allocation, and the Attorneys’ Fees, Expenses, and Service Award Application, and subject to the requirements set out in the Preliminary Approval Order. Class Members who fail to file and serve timely written objections in the manner specified in the Preliminary Approval Order shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

7. Attorneys representing Class Members who object to this Settlement Agreement must file notice(s) of appearance.

8. Potential Class Members who wish to exclude themselves from the Class must submit a written statement requesting exclusion from the Class no later than fourteen (14) days after Class Counsel files opening papers in support of Final approval of the Settlement, the Plan of Allocation, and the Attorneys’ Fees, Expenses, and Service Award Application (the “Exclusion

Deadline”). Such written request for exclusion must contain the name, address, and telephone number of the person requesting exclusion, must be returned by mail to the Claims Administrator at a specified address, must be received on or before the Exclusion Deadline, and must otherwise be submitted in accordance with the Class Notice. Any individual who opts out of the Class will not be entitled to any recovery under the Settlement Agreement and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon. Class Members who do not submit a valid and timely request for exclusion on or before the Exclusion Deadline shall be bound by all terms of the Settlement Agreement if the Settlement is approved by the Court. Within five (5) days after the Exclusion Deadline, the Claims Administrator shall provide Defendants with a list of the Class Members who have requested exclusion from the Class.

**G. Attorneys’ Fees, Expenses, and Service Awards**

9. Class Counsel shall file and serve the Attorneys’ Fees, Expenses, and Service Award Application not later than thirty (30) days prior to the Fairness Hearing.

10. Any Attorneys’ Fees, Expenses, and Service Award will be subject to approval by the Court.

11. The Attorneys’ Fees, Expenses, and Service Award shall be paid from the Settlement Administration Account established pursuant to Section A, paragraph “nn” above within seven (7) days from the date on which the Court enters a Final order approving such award.

**H. Claims Administrator**

12. The Claims Administrator shall be selected by Class Counsel and approved by the Court.



13. The Claims Administrator shall administer the process of receiving, reviewing and approving or denying claims under Class Counsel's supervision and subject to the jurisdiction of the Court.

14. The Claims Administrator shall receive Claims and determine first, whether the Claim is an Authorized Claim, in whole or in part; and second, each Authorized Claimant's pro rata share of the Net Cash Settlement Amount based upon each Authorized Claimant's Recognized Alleged Loss amount.

15. The Settlement Fund shall be applied as follows:

(a) to pay Class Counsel's Attorneys' Fees and Expenses, and the Service Award and expenses of Plaintiffs (the "Attorneys' Fees, Expenses, and Service Award"), if and to the extent allowed by the Court;

(b) to pay all the costs and expenses reasonably and actually incurred in connection with providing notice, locating Settlement Class Members, soliciting Settlement Class claims, assisting with the filing of claims, administering and distributing the Net Cash Settlement Amount to Authorized Claimants, processing Claim Forms, and paying escrow fees and costs, if any;

(c) to pay any Taxes and tax expenses; and

(d) to distribute the balance of the Settlement Fund to Authorized Claimants as allowed by the Settlement Agreement, the Plan of Allocation, or order of the Court.

16. The Plan of Allocation is not a necessary term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that any particular Plan of Allocation be approved.

17. Each Authorized Claimant shall be allocated a pro rata share of the Net Cash Settlement Amount based on his, her or its Recognized Alleged Loss compared to the total

Recognized Alleged Losses of all Authorized Claimants. Defendant shall not be entitled to any of the Settlement consideration once the Effective Date has occurred.

18. Any Class Member who does not submit a valid Claim Form will not be entitled to receive any distribution from the Net Cash Settlement Amount, but will otherwise be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Final Order Approving Settlement to be entered in the Class Action and the Releases provided for herein, and will be barred and enjoined from bringing any action against the Releasees concerning the Released Claims.

19. Class Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Cash Settlement Amount by the Claims Administrator. Defendant shall have no liability, obligation, involvement, or responsibility for the administration of the Settlement or disbursement of the Net Cash Settlement Amount. Class Counsel shall have the right, but not the obligation, to waive what they deem to be non-substantive or technical defects in any Claim Forms submitted in the interests of achieving substantial justice.

20. For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

a. Each Class Member shall be required to submit a Claim Form setting forth the Class Member's Alleged Losses, substantially in the form attached hereto as Exhibit C, supported by such documents as are designated therein, or as the Claims Administrator or Class Counsel, in their discretion, may deem acceptable.

b. All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice, which the Parties will request to be seventy-five (75) days after the mailing of the Notice and Claim Form, unless such deadline is

extended by Order of the Court. Any Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Cash Settlement Amount or payment pursuant to this Settlement Agreement (unless, by Order of the Court, late-filed Claim Forms are accepted), but shall in all other respects be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Final Order Approving Settlement and the Releases provided for herein, and will be barred and enjoined from bringing any action against the Releasees concerning the Released Claims. A Claim Form shall be deemed to be submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in as per the instructions thereon. Any Claim Form submitted in any other manner shall be deemed to have been submitted when actually received by the Claims Administrator.

c. Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under the supervision of Class Counsel, who shall determine in accordance with this Settlement Agreement the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph “f” below;

d. Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, by email, or by telephone to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under the supervision of Class Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Claims they propose to reject in whole or in part, setting forth the reasons therefore, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below.

e. If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within fourteen (14) days after the date of sending of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Class Counsel shall thereafter present the request to the Court.

f. The administrative determinations of the Claims Administrator in accepting and rejecting Claims shall be presented for approval by the Court.

21. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of the Class Action or Settlement in connection with the processing of Claim Forms.

22. Class Counsel will apply to the Court for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Settlement Administration Account; and (c) if the Effective Date has occurred, directing payment of the Net Cash Settlement Amount to the Authorized Claimants.

23. The Net Cash Settlement Amount shall be distributed to Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Class Notice and approved by the Court. Any such Plan of Allocation is not a part of this Settlement Agreement. No funds

from the Net Cash Settlement Amount shall be distributed to Authorized Claimants until the Effective Date. If there is any balance remaining in the Net Cash Settlement Amount after six (6) months from the date of distribution of the Net Cash Settlement Amount, Class Counsel shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. Thereafter, any remaining balance shall be donated to one or more secular §501(c)(3) organization(s) selected by Class Counsel, not related or controlled by any Party or their counsel.

24. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members who are Authorized Claimants.

25. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

26. The Claims Administrator is to be charged with, among other things, distribution of the Class Notice, setting up and running a toll-free center to respond to calls, receipt and handling of requests for information, receipt of requests for exclusion, and distribution of settlement relief to Class Members in the Settlement.

**I. Use and Tax Treatment of the Settlement Fund**

27. The Settlement Fund shall be used as specified in ¶¶ 15 (a) – (d) herein.

28. The Net Cash Settlement Amount shall be distributed to Authorized Claimants as provided in ¶¶ 23-24 hereof. The Net Cash Settlement Amount shall remain in the Settlement Administration Account prior to the Effective Date. All funds held in the Settlement Administration Account, and all earnings thereon, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall have been disbursed or returned, pursuant to the terms of this Settlement Agreement, and/or further order of the Court. The Settlement Administration Account Agent shall invest funds in the Settlement Administration Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation (“FDIC”) in amounts that are up to the limit of FDIC insurance. Defendant and Defendants’ counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administration Account Agent. All investment risks of the Settlement Fund shall be borne solely by the Settlement Fund.

29. After the Settlement Payment has been paid into the Settlement Administration Account, the Parties agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. In addition, the Settlement Administration Account Agent shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph 29, including the “relation-back election”

(as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administration Account Agent to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to timely occur. Consistent with the foregoing:

a. For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be the Settlement Administration Account Agent or its successors, who shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Settlement Administration Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Settlement Administration Account shall be paid out of such funds as provided in subparagraph (c) of this paragraph 29.

b. All Taxes shall be paid out of the Settlement Fund. In all events, Defendant and Defendants’ counsel shall have no liability or responsibility whatsoever for the Taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority or any expenses associated therewith. Defendant shall have no liability or responsibility for the Taxes of the Settlement Administration Account with respect to the Settlement Fund nor the filing of any Tax Returns or other documents with the Internal Revenue

Service or any other taxing authority. In the event any Taxes are owed by the Defendant on any earnings on the funds on deposit in the Settlement Administration Account, such amounts shall also be paid out of the Settlement Fund.

c. Taxes with respect to the Settlement Fund and the Settlement Administration Account shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Settlement Administration Account Agent out of the Settlement Fund without prior order from the Court or approval by Defendant. The Settlement Administration Account Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out the provisions of this paragraph 29.

30. This is not a claims-made settlement. As of the Effective Date, Defendant, and/or any other person funding the Settlement on Defendant's behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

#### **J. Releases and Waivers**

31. Pursuant to the Order Approving Settlement, without further action by anyone, and whether or not a Claim Form has been executed and/or delivered by or on behalf of any such Settlement Class Member, on and after the Effective Date, Representative Plaintiffs and all other Settlement Class Members, on behalf of themselves and their other Releasors, for good and sufficient consideration, and all Releasors shall be deemed to have, and by operation of law and of



the Order Approving Settlement shall have, fully, finally, and forever released, relinquished, settled, and discharged:

- a. all Released Claims;
- b. all Claims, damages, and liabilities against each and every one of the Releasees to the extent that any such Claims, damages, or liability relate in any way to any or all acts, omissions, nondisclosures, facts, matters, transactions, occurrences, or oral or written statements or representations in connection with, or directly or indirectly relating to (i) the prosecution, defense, or settlement of the Class Action; (ii) the Settlement Agreement; (iii) the Settlement terms and their implementation; (iv) the provision of Notice in connection with the proposed Settlement; and/or (v) the resolution of any Claim Forms filed in connection with the Settlement; and
- c. all Claims against any of the Releasees for attorneys' fees, costs, or disbursements incurred by Class Counsel, the settlement of the Class Action, or the administration of the Settlement, except as otherwise specified in the Settlement Agreement.

32. The Settling Parties agree and acknowledge that this Settlement Agreement is intended to resolve and satisfy any and all Claims that the Releasors have made or could have made against any of the Releasees. The Parties agree and acknowledge that they shall seek as part of the Final Order Approving Settlement an order prohibiting further lawsuits and claims against the Defendant arising out of investments in the WJA Funds, which the Parties intend to operate as a complete bar to any lawsuits or claims against the Defendant arising out of investments in the WJA Funds (the "Complete Bar Order"). The Complete Bar Order will not bar claims for collection of any amounts due under the WJA Bankruptcy.

33. Nothing in the Final Order Approving Settlement shall bar any action or Claim by the Settling Parties or their counsel to enforce the terms of the Settlement Agreement or the Order Approving Settlement.

34. The Releasors and each of them agree and covenant not to sue or prosecute, institute, or cooperate in the institution, commencement, filing, or prosecution of any suit or proceeding in any forum based upon or related to any Released Claims against any Releasee.

35. Each of the releases, waivers, and covenants not to sue contained in this Section was separately bargained for and is an essential element of the Settlement Agreement.

**K. Preliminary Approval Hearing and Preliminary Approval Order**

36. Within five (5) business days or sooner following the execution of this Settlement Agreement but no later than November 7, 2025, Representative Plaintiffs shall file a motion for Preliminary Approval of the Settlement requesting, among other things, that the Court (i) certify the proposed Class under Fed. R. Civ. P. 23 for settlement purposes; (ii) preliminarily approve the Settlement as fair, reasonable and adequate; (iii) approve the addition of Proposed Additional Plaintiff Daniel Brager as a Plaintiff; (iv) approve the appointment of the Class Representatives as representatives of the Class for the Settlement and the appointment of Class Counsel as counsel for the Class for the Settlement; (v) approve the form and manner of providing Notice to the Class; and (vi) set a deadline for Class Members to object to the Settlement, set a deadline for Class Members to opt-out of the Class (the “Opt-Out Deadline”), set a deadline for submission of papers in support of the Final Order Approving Settlement, and a request for an award of attorney’s fees, reimbursement of case expenses, and a Service Award, which motion Defendant shall not oppose as long as the request is reasonable and consistent with the Settlement Agreement.

**L. Fairness Hearing, Final Order Approving Settlement**

37. The Settling Parties shall request that the Court schedule a Fairness Hearing within ninety (90) days after the entry of the Preliminary Approval Order, unless otherwise ordered by the Court, at which to consider whether (i) to approve this Agreement as fair, reasonable and adequate and in the best interest of the Settlement Class; (ii) finally certify the Settlement Class; and (iii) to approve Class Counsel's request for an Attorneys' Fees, Expenses, and Service Award.

**M. No Admissions**

38. This Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to it:

a. shall not be offered or received against the Parties as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Party with respect to the truth of any fact alleged in the Complaint or the validity of any claim that had been or could have been asserted against the Defendant in the Class Action, or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants;

b. shall not be construed by any Party as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

c. shall not be construed as or received in evidence as an admission, concession or presumption that class certification is appropriate in this Class Action.

**N. Modification or Termination of This Settlement Agreement**

39. This Settlement Agreement may not be altered, amended, or modified, nor may any of its provisions be waived, except in writing signed by all Settling Parties.

40. Any Settling Party shall have the right to terminate the Settlement if the Court does not approve the Settlement Agreement. If the Court modifies the Settlement Agreement in any way that a Settling Party in good faith determines is material, any Settling Party shall the right to terminate the Settlement only after first conferring with the other Settling Parties in good faith in an effort to resolve the concern.

41. Representative Plaintiffs may not terminate the Settlement based on any Attorneys' Fees, Expenses, and Service Awards.

42. Unless otherwise ordered by the Court, in the event the Settlement Agreement shall terminate, or be canceled, or shall not become effective for any reason, within five (5) business days after written notification of such event is sent by Defendant's counsel, the Settlement Payment (including accrued interest), less reasonable notice and administration expenses which have either been incurred or disbursed pursuant to Section E hereof and any taxes or tax expenses paid, owed, or owing pursuant to Section E hereof, shall be refunded pursuant to written instructions from Defendant's counsel. Representative Plaintiffs have the right to terminate the Settlement if Defendant fails to timely and completely fund the Settlement in accordance with this Settlement Agreement.

**O. Miscellaneous Provisions**

43. The Parties and their counsel agree to use their best efforts to obtain Court approval of this Settlement Agreement.

44. All of the Exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any difference between the terms of the Settlement Agreement and any of the exhibits, the terms of the Settlement Agreement shall control.

45. The Parties to this Settlement Agreement intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Representative Plaintiffs, any other Class Members, and their attorneys against the Releasees with respect to the Released Claims. The Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Class Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith, including during a mediation conducted by a professional mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

46. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and litigation expenses to Class Counsel and enforcing the terms of this Settlement Agreement.

47. The waiver by one Party of any provision or breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other provision or any other prior or subsequent breach of this Settlement Agreement.

48. This Settlement Agreement and its exhibits constitute the entire agreement among the Parties hereto concerning the Settlement of the Class Action, and no representations, warranties or inducements have been made by any Party hereto concerning this Settlement Agreement and its exhibits other than those contained and memorialized in such documents.

49. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

50. The construction, interpretation, operation, effect, and validity of this Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the laws of the Commonwealth of Kentucky, except to the extent that federal law requires that federal law govern.

51. This Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation of this Settlement Agreement.

52. All counsel and any other persons executing this Settlement Agreement and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effectuate its terms.

**AGREED TO BY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2025  
Sharif Nesheiwat  
Chief Legal/Compliance Officer, WAO Fintech, LLC

By:  \_\_\_\_\_ Date: 11/7/2025, 2025  
Rosca Scarlato LLC

By:  \_\_\_\_\_ Date: 11/7/2025, 2025  
McCarthy Lebit  
Crystal & Liffman Co., LPA

Docusign Envelope ID: 49ECF1AD-C146-4FD8-8634-6759E9706F1F

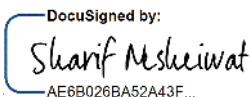
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50. The construction, interpretation, operation, effect, and validity of this Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the laws of the Commonwealth of Kentucky, except to the extent that federal law requires that federal law govern.

51. This Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation of this Settlement Agreement.

52. All counsel and any other persons executing this Settlement Agreement and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effectuate its terms.

**AGREED TO BY:**

By:  \_\_\_\_\_ Date: November 6, 2025  
Sharif Nesheiwat  
Chief Legal/Compliance Officer, WAO Fintech, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2025  
Rosca Scarlato LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2025  
McCarthy Lebit  
Crystal & Liffman Co., LPA

## **EXHIBIT A**



**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
PADUCHAH DIVISION  
CASE NO: 5:21-cv-00068-BJB-LLK**

**DANIEL MCNALLY,  
Individually and on Behalf of all Others  
Similarly Situated,**

**PLAINTIFF**

**VS.**

**THE KINGDOM TRUST COMPANY**

**DEFENDANT**

**[PROPOSED] ORDER  
(1) PRELIMINARILY CERTIFYING THE CLASS FOR SETTLEMENT PURPOSES;  
(2) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT; AND  
(3) APPROVING CLASS NOTICE**

WHEREAS, the above-captioned putative class action (the “Class Action” or the “Action”) is pending before the Court;

WHEREAS, Plaintiff Daniel McNally and proposed additional plaintiff Daniel Brager (“Plaintiffs”), and Defendant, The Kingdom Trust Company (“KTC,” “Kingdom Trust” or “Defendant”), through their counsel, have entered into a Settlement Agreement dated November 12, 2025 (the “Settlement Agreement”), which is subject to review and approval under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the Action (the “Settlement”) and the dismissal of the Action with prejudice;

WHEREAS, the Court has read and considered the Settlement Agreement<sup>1</sup> and exhibits thereto, and the accompanying documents;

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<sup>1</sup> Unless otherwise stated, all capitalized terms used herein have the meanings defined in the Settlement Agreement.

WHEREAS, the Counsel for Plaintiffs has submitted, and the Court has reviewed, a Motion and accompanying Memorandum of Law supporting preliminary approval of the proposed Settlement; and

WHEREAS, the Parties to the Settlement Agreement have consented to the entry of this Order:

NOW, THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES THAT:

1. Pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court preliminarily certifies the following Class (the “Class”): all persons or entities that invested in the William Jordan Scheme and were damaged thereby.

2. Excluded from the Class are: (1) the Defendant; (2) any person, firm, corporation, or other entity related to or affiliated with Defendant, or in which the Defendant has or had a controlling interest; (3) William M. Jordan, and any employee or agent of William Jordan Investments, Inc., WJA Asset Management, LLC, or the WJA Funds; (4) members of the immediate family of Jordan; and (5) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person. Also excluded from the Class are the persons and/or entities who request exclusion from the Class within the time period set by the Court in this Order.

3. The Court preliminarily finds that the prerequisites for maintaining a class action under Rule 23(a) of the Federal Rules of Civil Procedure have been satisfied, in that: (a) the number of Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to each member of the Class; (c) the claims of Plaintiffs are

typical of the claims of the members of the Class they seek to represent; and (d) Plaintiffs will fairly and adequately represent the interests of the Class.

4. The Court further finds that the prerequisites for maintaining a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure have been preliminarily satisfied for the Class, in that Plaintiffs have demonstrated that: (a) the questions of law or fact common to the Class members predominate over any questions affecting only individual members; and (b) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

5. Pursuant to Fed. R. Civ. P. 23, and for purposes of this Settlement only, the Court hereby approves Proposed Additional Plaintiff Daniel Brager's request to be added as a plaintiff, preliminarily appoints Plaintiff Daniel McNally and proposed additional plaintiff Daniel Brager as representatives of the Class (the "Representative Plaintiffs").

6. Having considered the factors set forth in Fed. R. Civ. P. 23(g)(1), the Court hereby preliminarily appoints attorneys Alan Rosca and Paul Scarlato of Rosca Scarlato LLC, and Hugh Berkson of McCarthy Lebit Crystal & Liffman Co., LPA as Class Counsel.

7. The Court preliminarily concludes that the Settlement was negotiated in good faith and is fair, reasonable and adequate, subject to proof to this Court's satisfaction in connection with final approval of the Settlement as set forth in ¶9 below ("Final Approval"). *See* Fed. R. Civ. P. 23(e). Accordingly, the Court hereby preliminarily approves the Settlement.

8. The Court reserves the authority to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the authority to enter its Final Order approving the Settlement Agreement and dismissing the Claims against Defendants on the merits and with prejudice regardless of whether it has awarded any attorneys' fees and expenses to counsel.

9. A Fairness Hearing (which, from time to time, and without further notice to the Class other than by filing a notice on the docket in the Class Action in advance of the Fairness Hearing, may be continued or adjourned by order of this Court) will be held by this Court on [90 days from Preliminary Approval], 2026 at [REDACTED].m. for the following purposes:

(a) to finally determine whether the Class satisfies the applicable prerequisites for certification under Fed. R. Civ. P. 23(a) and 23(b)(3);

(b) to finally determine whether the Settlement should be approved by the Court as fair, reasonable and adequate and in the best interests of the Class;

(c) to determine whether a Final Order Approving Settlement should be entered pursuant to the Settlement Agreement, dismissing the Class Action with prejudice against the Defendant and effectuating the releases set forth in the Settlement Agreement and Notice;

(d) to determine whether the proposed Plan of Allocation of the Net Cash Settlement Amount set forth in the Notice is fair and reasonable, and should be approved by the Court;

(e) to consider any request by Class Counsel for an award of attorneys' fees and reimbursement of litigation expenses ("Attorney's Fees and Expense Award"), and an application by Class Counsel on behalf of the Representative Plaintiffs for compensation for the Representative Plaintiffs' efforts devoted to the Action and reimbursement of Representative Plaintiffs' expenses ("Service Award");

(f) to hear and determine any objections to the Settlement or to any request by Class Counsel for an Attorney's Fees and Expense Award or Service Award; and

(g) to rule on such other matters as the Court may deem appropriate.

10. The Court approves the substance and requirements of the Class Notice, in the form annexed as Exhibit B to the Settlement Agreement.

11. No later than fourteen (14) days after Preliminary Approval, Class Counsel shall mail, or cause to be mailed, and to the extent such addresses are available, to electronically transmit via email, or cause to be e-mailed, the Class Notice to those Class Members who can be identified through reasonable effort. Notice costs shall be paid or reimbursed from the Settlement Fund, as set forth in ¶5 of the Settlement Agreement.

12. The Court finds that mailing and emailing of the Notice, as described herein, constitutes the best notice practicable under the circumstances and is due and sufficient notice of the matters set forth in the Class Notice to all Class Members, and fully satisfies the requirements of due process and of Rule 23 of the Federal Rules of Civil Procedure.

13. The Court will consider any objections, and comments in support of or in opposition to the Settlement, the Plan of Allocation, or any request by Class Counsel for an Attorney's Fees and Expense Award and Service Award, only if such comments and any supporting papers (a) provide the name, address, telephone number of the objecting Settlement Class Member; (b) include the basis for the objection; and (c) are in writing and filed with the Clerk of the Court, United States District Court, Western District of Kentucky, Clerk's Office, 241 East Main Ave., Bowling Green, KY 42101, and copies of all such papers are served upon each of the counsel below by U.S. Mail or email so that they are received on or before \_\_\_\_\_, 2025 [fourteen (14) days before the Fairness Hearing]:

Alan Rosca  
ROSCA SCARLATO LLC  
2000 Auburn Drive, Suite 200  
Beachwood, OH 44122  
arosca@rscounsel.law

Hugh Berkson  
McCARTHY LEBIT CRYSTAL & LIFFMAN CO., LPA  
1111 Superior Avenue, Suite 2700  
Cleveland, OH 44114  
hdb@mccarthylebit.com

Any replies to any objections or comments shall be filed and served upon any objector or commenter no later than \_\_\_\_\_, 2025 [ seven (7) days before Final Fairness Hearing].

14. Attendance at the Fairness Hearing is not necessary. However, persons wishing to be heard orally with respect to the approval of the Settlement, the Plan of Allocation, and/or any request by Class Counsel for an Attorney's Fees and Expense Award or Service Award, are required to indicate in their written comments or objections their intention to appear at the Fairness Hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or any request by Class Counsel for an award of attorneys' fees and reimbursement of litigation expenses, and desire to present evidence at the Fairness Hearing, must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Fairness Hearing. Class Members do not need to appear at the hearing or take any action to indicate their approval.

15. Any person or entity who fails to object in the time and manner provided above shall be deemed to have waived such objection (including the right to appeal), and absent good cause found by the Court, shall forever be barred from making any such objection in the Class Action or any other action or proceeding or otherwise contesting any aspect of the Settlement, but shall otherwise be bound by the Final Order and Judgment to be entered and the releases to be given.

16. Each Settlement Class Member will be bound by all determinations and judgments

in this Action, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Settlement Class, addressed to *McNally v. The Kingdom Trust Company*, EXCLUSIONS, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 205, P.O. Box 230, Media, PA 19063, Fax (610) 565-7985, pursuant to the procedure set forth in the Class Notice. The request for exclusion must be received no later than \_\_\_\_\_, 202\_ [fourteen (14) days after Class Counsel files opening papers in support of Final Approval, the Plan of Allocation, and the Attorneys' Fees, Expenses and Service Award Application ] (the "Opt-Out Deadline"). Class Members will not be able to exclude themselves from the Settlement Class after the Exclusion Deadline.

17. All parties are hereby notified that Final Approval would result in the dismissal, with prejudice, of all claims in the Class Action as defined in the Settlement Agreement.

18. This Order, the Settlement Agreement, and any negotiations, discussions, or proceedings in connection with this Settlement shall not be offered or received against Defendant as evidence of, or deemed to be any admission or confession by Defendant, of the truth of any of the claims, allegations, facts, subjects, or issues that were or could have been set forth or raised in the Class Action.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Benjamin Beaton  
United States District Judge

## **EXHIBIT B**



**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED CLASS ACTION DETERMINATION, PROPOSED SETTLEMENT OF CLASS ACTION, FAIRNESS HEARING AND RIGHT TO APPEAR**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

**McNally v. The Kingdom Trust Company**  
**Case No. 5:21-cv-0068**  
**United States District Court for the Western District of Kentucky**

**If you invested money in or through the William Jordan Fund Scheme (as defined below) and suffered a loss, then the proposed settlement of a class action lawsuit may affect your rights.**

- This Notice explains what the class action is about, what the Settlement will be if it is approved by the United States District Court for the Western District of Kentucky, what benefits you may receive under the Settlement, and what to do if you want to (i) object to the Settlement; or (ii) not participate in the Settlement and instead “opt out” of the Class Action.<sup>1</sup> These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court still has to decide whether to approve the Settlement. The relief provided to Settlement Class Members will be provided if the Court approves the Settlement and after appeals, if any, are resolved in favor of the Settlement. Please be patient.
- **Your legal rights may be affected whether you act or do not act. Please read this Notice carefully because it explains decisions you must make and actions you must take now.**

<b>Your Legal Rights And Options In This Settlement</b>	
<b>DO NOTHING</b>	You will <u>not</u> receive the benefits conferred by the Settlement, but you will be bound by any orders or judgment relating to the Settlement approved by the Court.
<b>SUBMIT A CLAIM</b>	The Claims Administrator will evaluate your claimed loss. If it is determined to be valid, you will receive benefits conferred by the Settlement. You will be bound by any orders or judgment relating to the Settlement approved by the Court.
	You will be not be entitled to benefits under the Settlement. This

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<sup>1</sup> Unless otherwise stated, all capitalized terms used herein have the meanings defined in the Settlement Agreement.

Your Legal Rights And Options In This Settlement	
<b>EXCLUDE YOURSELF (OPT-OUT)</b>	is the only choice that will allow you to sue The Kingdom Trust Company on your own regarding the claims discussed in this notice. An exclusion request must be in writing and <b>received</b> on or before [DATE].
<b>OBJECT TO THE SETTLEMENT</b>	You can write to the Court about why you do not agree with any aspect of the Settlement. An objection must be in writing, and <b>filed</b> or <b>received</b> on or before [DATE].

## BASIC INFORMATION

### 1. Why did I get this notice and what is this lawsuit about?

A class action lawsuit, entitled *McNally v. The Kingdom Trust Company*, was brought in the United States District Court for the Western District of Kentucky against Defendant, The Kingdom Trust Company (“Defendant” or “Kingdom Trust”), on behalf of persons and entities who invested in a purported Ponzi scheme (the “William Jordan Fund Scheme”) operated by William Jordan (“Jordan”), and who lost money thereby. According to the class action complaint (“Complaint”), Jordan, acting as an advisor and fiduciary for investors through his businesses William Jordan Investments, Inc. and WJA Asset Management, LLC, placed the investors’ money in several investment funds Jordan organized and controlled (the “WJA Funds”), ostensibly to profitably invest such money in real estate, private equity, and other securities. The investment funds at issue are described below in Who is in the Settlement? Unfortunately, investors in the William Jordan Fund Scheme lost money when the scheme ultimately collapsed.

The Complaint was brought against Defendant Kingdom Trust, as the WJA Funds’ custodian and trustee. It alleged that Kingdom Trust aided and abetted the William Jordan Fund Scheme by knowingly allowing the commingling of investor funds and facilitating improper transfers between funds, and that it committed its own fraud and violated the Kentucky Securities Act by sending statements containing fraudulent investment valuations to WJA Fund investors. Kingdom Trust denies the claims. For more detailed information on the allegations, you may review a copy of Plaintiffs’ Complaint at [www.strategicclaims.net/McNallyvKingdomTrust](http://www.strategicclaims.net/McNallyvKingdomTrust).

The Parties have now settled this lawsuit (the “Settlement”), and a Claims Administrator has issued this Notice.

This Notice also informs you of the Court’s preliminary certification of a Class, as defined below, for purposes of the Settlement, and the effect of that certification decision.

The Court ordered this Notice because the proposed Settlement may apply to you, and you have a right to know about it and all your options before the Court decides whether to approve the Settlement.

### 2. Why is this a class action and who is involved?

In a class action, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. All those people together are the “Class” or “Settlement Class Members.”

The Court preliminarily certified a Class consisting of: all persons or entities who invested money in or through the William Jordan Fund Scheme (as defined below), and suffered a loss.

The Court’s class certification decision means that Settlement Class Members who wish to receive the benefit of the Settlement must remain in the Class. However, those Settlement Class Members will also be bound by any judgement in this Action, including the Release (explained here). In other words, a Settlement Class Member who chooses to remain in the Class and accept the benefits of the Settlement will forgo the right to bring their own separate lawsuit against any of the Released parties with a lawyer of their choosing at their own expense. Settlement Class Members who do not want to remain in the Settlement Class need to exclude themselves (“opt-out”) from the Class as explained in Section 13 below.

At the Fairness Hearing, the Court will consider, among other things, whether the Class should be certified permanently.

### **3. Why is there a settlement?**

The Court did not decide in either Plaintiffs’ or Kingdom Trust’s favor and will not do so if the proposed Settlement is approved. The Settlement will end all the claims against Kingdom Trust in the Action and avoid the uncertainties and costs of further litigation and any further trial.

Plaintiffs have agreed to a Settlement of this Action after considering, among other things: (1) the benefits to Plaintiffs and the proposed Settlement Class under the terms of the Settlement Agreement; (2) the risks, costs, and uncertainty of continued, protracted litigation, as well as the difficulties and delays inherent in such litigation; (3) whether or not Plaintiffs would be able to collect on a judgement (i.e., Kingdom Trust’s ability to pay) if Plaintiffs prevailed at trial; and (4) the desirability of consummating the Settlement Agreement promptly in order to provide effective relief to Plaintiffs and the proposed Class.

The proposed Settlement does not suggest that Kingdom Trust has or has not done anything wrong, or that Plaintiffs and the proposed Class would or would not win their case if it were to go to trial.

## **WHO IS IN THE SETTLEMENT**

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

You are a Settlement Class Member if you, on behalf of yourself or an entity you own, invested in the William Jordan Fund Scheme and suffered a loss as a result of that investment.

The William Jordan Fund Scheme means the alleged Ponzi scheme perpetrated by William Jordan through the WJA Funds, as well as TD REO Fund, LLC. The WJA Funds include:

- 5827 Winland Hills Drive Development Fund, LLC
- Alabama Housing Fund, LLC
- CA Express Fund, LLC
- CA See Jane Go Fund, LLC
- CA Whirl Fund, LLC
- Equity Indexed Managed Fund, LLC
- PMB Managed Fund, LLC
- Prosper Managed Fund, LLC
- TD Opportunity Fund, LLC
- Urban Produce Fund, LLC
- Whirl Fund, LLC
- WJA Express Fund, LLC
- WJA Real Estate Opportunity Fund I, LLC
- WJA Real Estate Opportunity Fund, II, LLC
- WJA Secure Real Estate Fund, LLC
- WJA Secure Income Fund, LLC

If you are not sure whether you qualify as a Class Member, you can contact the Claims Administrator.

## **WHAT YOU GET FROM THE SETTLEMENT**

### **5. What does the Settlement provide?**

The Settlement Agreement provides that Kingdom Trust will create a fund of \$1 million, called the “Settlement Fund,” that will be used to pay:

- (a) payments to Settlement Class Members who submit timely, valid, and approved Claim Forms;
- (b) Claims administration costs, including, but not limited to, notice and administration costs and any escrow and banking fees (“Notice and Administrative Expenses”);
- (c) payments to Class Representatives for any Service Awards as ordered by the Court; and
- (d) payments to Class Counsel for attorney’s fees and litigation costs as ordered by the Court (“Attorneys’ Fees and Expense Award”).

After deducting from the Settlement Fund any Court-approved payments to Class Representatives and Class Counsel for an Attorneys’ Fees, Expenses, and Service Award, and the Notice and Administrative Expenses (the “Net Cash Settlement Amount”), Settlement Class Members will be paid from the Settlement Fund in an amount equal to the Settlement Class Member’s proportionate share of the Net Cash Settlement Amount, relative to the total dollar amount on the Settlement Class Member’s completed and validated Claim Form, up to the full dollar amount of the

Settlement Class Member's validated Claim Form, as explained under §6. The Plan of Allocation, below.

In return for the benefits in this Settlement, and if the Settlement is implemented, all Settlement Class Members will release Kingdom Trust from the claims discussed in the Settlement, and this Action will be dismissed with prejudice, among other terms.

## **6. The Plan of Allocation**

At this time, it is not possible to determine how much any individual Class Member might receive from the Settlement.

Under the proposed Plan of Allocation, the Claims Administrator will first calculate each Settlement Class Member's Alleged Loss (the "Recognized Claim" or "Recognized Alleged Loss"). The Plan of Allocation seeks to distribute the Net Cash Settlement Amount fairly to those Settlement Class Members who filed timely, valid Claim Forms and suffered economic loss as a result of their investments in the William Jordan Scheme. Calculations made under the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are those calculations intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. Computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making pro rata allocations of the Net Cash Settlement Amount. To the extent that there are sufficient funds in the Net Cash Settlement Amount, each Authorized Claimant will receive a payment equal to their Alleged Loss. If there are not sufficient funds in the Net Cash Settlement Amount to pay the total Alleged Losses of all Authorized Claimants, then each Authorized Claimant's payment will be their *pro rata* share, as defined below.

### **PROPOSED PLAN OF ALLOCATION**

The Alleged Loss shall mean the principal amount each Authorized Claimant invested in the William Jordan Fund Scheme less any amounts received in return, including payments such as interest, redemptions, or any amounts received in the WJA Bankruptcy.

By way of example, if an Authorized Claimant invested \$100 in the William Jordan Fund Scheme, received \$20 in interest payments on their investment, and in addition, recovered \$10 through the WJA Bankruptcy, their Alleged Loss would be \$70 ( $\$100 - \$20 - \$10 = \$70$ ).

The Claims Administrator will then calculate each Authorized Claimant's recovery under the Settlement by multiplying the Net Cash Settlement Amount by a fraction, (a) the numerator of which is the Authorized Claimant's Alleged Loss and (b) the denominator of which is the sum of each and every Authorized Claimant's Alleged Loss ("*pro rata* share").

The Plan of Allocation is not a part of the condition of approval of the Settlement. Under the

Settlement Agreement, the Net Cash Settlement Amount may be distributed in accordance with the proposed Plan of Allocation or such other plan as the Court may approve.

Defendant is not entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendant shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Cash Settlement Amount, or the Plan of Allocation.

The Net Cash Settlement Amount will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

#### **7. How can I get a cash payment?**

You must submit a valid and timely Claim Form to receive a cash payment from the Net Cash Settlement Amount.

To submit a Claim, you must submit a Claim Form, and supporting documentation if needed, using either the attached Claim Form or using the online claims module at [www.strategicclaims.net/McNallyvKingdomTrust](http://www.strategicclaims.net/McNallyvKingdomTrust).

**If you do not complete and submit a completed Claim Form and Form W-9, as well as supporting documentation for the investments claimed on your Claim Form, you will not receive any payments under the Settlement.**

A Claim Form with Form W-9 is attached to this Notice. You may also obtain a Claim Form and a Form W-9 by visiting [www.strategicclaims.net/McNallyvKingdomTrust](http://www.strategicclaims.net/McNallyvKingdomTrust). Please read the instructions carefully, fill out the forms completely and accurately, and submit the forms and any documents, as applicable. Claim Forms and Form W-9s must be postmarked no later than [DATE].

#### **8. When would I receive my benefits?**

Once the deadlines for opting out and objecting to the Settlement set forth below have passed, the Court will hold a Fairness Hearing on [date of hearing] to decide whether to approve the Settlement.

The Court must finally approve the proposed Settlement before any payments can be made. The Court will grant its approval only if it finds that the proposed Settlement is fair, reasonable and adequate. In addition, the Court's order may be subject to appeals. It is always uncertain whether these appeals can be resolved, and resolving them takes time, sometimes more than a year. Finally, there remains a possibility that this Settlement may be terminated for other reasons. You may visit [www.strategicclaims.net/McNallyvKingdomTrust](http://www.strategicclaims.net/McNallyvKingdomTrust) for updates on the progress of the Settlement. Please be patient.

## **9. What am I giving up for these benefits?**

In exchange for the benefits described in this Notice, and if the Court grants Final Approval of the Settlement, all Settlement Class Members who do not opt out of the Settlement are giving up (also called “releasing”) their right to sue The Kingdom Trust Company and the other Releasees for claims related to the William Jordan Fund Scheme (the “Released Claims”). .

Released Claims means any and all Claims of or by the Settlement Class Members, as against the Releasees, that were asserted, could have been asserted, or could in the future be asserted, arising from, based on, or relating to allegations in the Class Action.

Released Claims do not include any claims you may have in the WJA Bankruptcy action.

If you remain in the Settlement Class, you will be enjoined and barred from initiating or continuing any lawsuit or other proceeding against The Kingdom Trust Company and the other Releasees if those claims are included among those released in the Settlement.

As part of this Settlement, the Court has preliminarily enjoined all Settlement Class Members and/or their representatives (who do not timely exclude themselves from the Class) from maintaining, commencing, prosecuting, or pursuing any Released Claim against The Kingdom Trust Company (or against any of their related parties or affiliates).

Upon final approval of the Settlement, Plaintiffs and The Kingdom Trust Company will ask the Court to make this injunction permanent (the “Complete Bar Order”). All Settlement Class Members will be bound by this permanent injunction.

The Settlement Agreement is available at [www.strategicclaims.net/McNallyvKingdomTrust](http://www.strategicclaims.net/McNallyvKingdomTrust) and provides more detail regarding the Release.

## **THE LAWYERS AND PLAINTIFFS REPRESENTING YOU**

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

The Court has decided that the lawyers at Rosca Scarlato LLC and McCarthy Lebit Crystal & Liffman Co., LPA are qualified to represent you and all Settlement Class Members. These lawyers have been designated as Class Counsel for the Settlement based on a determination that they are capable and experienced in handling complex class actions.

You can contact Class Counsel at:

Alan L. Rosca  
ROSCA SCARLATO LLC  
2000 Auburn Drive, Suite 200  
Beachwood, Ohio 44122



arosca@rsounsel.law

Paul J. Scarlato  
ROSCA SCARLATO LLC  
Four Tower Bridge,  
200 Barr Harbor Drive, Suite 400  
W. Conshohocken, PA 19428  
pscarlato@rsounsel.law

Hugh D. Berkson  
MCCARTHY LEBIT CRYSTAL & LIFFMAN  
1111 Superior Avenue East, Suite 2700  
Cleveland, OH 44114  
hdb@mccarthylebit.com

#### **11. How will the lawyers be paid?**

Class Counsel will ask the Court to approve an Attorneys' Fees and Expense Award, which is to be paid from the Settlement Fund. The Court may award less than the requested amount. Class Counsel expects to apply for an award of fees not to exceed 33 1/3% of the Settlement Fund and expenses not to exceed \$[REDACTED]. A copy of Class Counsel's request for attorneys' fees and costs will be posted on the Settlement website once it has been filed.

#### **12. Will the Class Representatives get anything?**

Class Counsel will petition the Court for a Service Award, to be paid from the Settlement Fund, for each of the Class Representatives, Daniel McNally and Daniel Brager, in the amount of \$[REDACTED] each. The purpose of such award, if any, shall be to compensate the Class Representatives for efforts undertaken by them on behalf of the Class. A copy of Class Counsel's request for a Service Award will be posted on the Settlement website once it has been filed.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **13. How do I opt out of the Settlement?**

If you want to be able to sue The Kingdom Trust Company for the claims that are covered by the Release in this Settlement, you must exclude yourself from the Class. This process is also sometimes referred to as "opting out."



To exclude yourself from the Settlement, you must submit a request to opt out to the Claims Administrator. The request to opt out must: (a) identify the case name, *McNally v. The Kingdom Trust Company*; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action.” Your request to opt out must be received no later than [DATE], (the “Opt-Out Deadline”) and must be mailed to:

*McNally v. The Kingdom Trust Company*  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063

If you ask to be excluded, you will not receive any Settlement benefits, and you cannot object to the Settlement.

**However, if your request for exclusion is late or deficient, you will still be considered a part of the Settlement Class, you will be bound by the Settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.**

## OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court I do not like the Settlement?

If you remain in the Class, you can tell the Court you do not agree with the Settlement or some part of it.

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number (*McNally v. The Kingdom Trust Company*, Case Number 5:21-cv-00068), (b) be submitted to the Court either by mailing them to the Clerk of the Court, United States District Court, Western District of Kentucky, 241 East Main Street, Suite 120, Bowling Green, KY 42101-2175, or by filing them in person at any location of the United States District Court for the Western District of Kentucky, and (c) be filed or received on or before [DATE] (the “Objection Date”).

You must also *email or mail* the objection and any supporting papers **on or before** [DATE] to Class Counsel. If by email, to: [arosca@rscounsel.law](mailto:arosca@rscounsel.law) and [hdb@mccarthylebit.com](mailto:hdb@mccarthylebit.com). If by mail to: Alan Rosca, ROSCA SCARLATO LLC, 2000 Auburn Drive, Suite 200, Beachwood, OH 44122, **and** Hugh Berkson, McCARTHY LEBIT CRYSTAL & LIFFMAN CO., LPA, 1111 Superior Avenue, Suite 2700, Cleveland, OH 44114.

All written objections must include the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; the basis for objection; and a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

## THE COURT'S FAIRNESS HEARING

### 15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on [insert time and date], which is subject to change, at the United States District Court for the Western District of Kentucky, Gene Snyder U.S. Courthouse, 601 W. Broadway, Room 106, Louisville, KY 40202, before the Honorable Benjamin Beaton, United States District Judge. At this hearing, the Court will consider whether to finally certify the Class, and whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay Class Counsel and the Class Representatives pursuant to the Attorneys' Fees, Expenses, and Service Award Application, and for Notice and Administrative Expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Fairness Hearing may be postponed without further notice to the Class. If you plan to attend the hearing, you should check [www.strategicclaims.net/McNallyvKingdomTrust](http://www.strategicclaims.net/McNallyvKingdomTrust) or the Court's PACER site at <https://ecf.kywd.uscourts.gov>, to confirm that the date has not been changed.

### 16. Do I have to come to the hearing?

No. Class Counsel will represent you and will answer any questions Judge Beaton may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you do not have to come to the Court to talk about it. As long as you submitted it on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## GETTING MORE INFORMATION

### 17. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.strategicclaims.net/McNallyvKingdomTrust](http://www.strategicclaims.net/McNallyvKingdomTrust).

You may also obtain this information by contacting the Settlement Administrator toll-free at (866) 274-4004, Class Counsel at Rosca Scarlato LLC at (888) 998-0530, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.kywd.uscourts.gov>, or by visiting the Office of the Clerk for the United States District Court for the Western District of Kentucky at 241 East Main Street, Suite 120, Bowling Green, KY 42101-2175 during business hours.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

## **EXHIBIT C**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
PADUCHAH DIVISION  
CASE NO: 5:21-cv-00068-BJB-LLK**

**DANIEL MCNALLY,  
Individually and on Behalf of all Others  
Similarly Situated,**

**PLAINTIFF**

**VS.**

**THE KINGDOM TRUST COMPANY**

**DEFENDANT**

**PROOF OF CLAIM AND RELEASE**

**Deadline for Submission:** \_\_\_\_\_

IF YOU 1) INVESTED IN THE ALLEGED PONZI SCHEME (THE “WILLIAM JORDAN FUND SCHEME”) PERPETRATED BY WILLIAM JORDAN (“JORDAN”), THROUGH THE WJA FUNDS OR THE TD REO FUND, LLC AND 2) SUFFERED LOSSES, YOU MAY BE A SETTLEMENT CLASS MEMBER AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

“WJA FUNDS” MEANS THE PRIVATE INVESTMENT FUNDS FOUNDED BY WILLIAM JORDAN BETWEEN 2010 AND 2016, THROUGH WHICH JORDAN RAISED MONEY FROM HIS CLIENTS. THE WJA FUNDS INCLUDE:

- 5827 WINLAND HILLS DRIVE DEVELOPMENT FUND, LLC
- ALABAMA HOUSING FUND, LLC
- CA EXPRESS FUND, LLC
- CA SEE JANE GO FUND, LLC
- CA WHIRL FUND, LLC
- EQUITY INDEXED MANAGED FUND, LLC
- PMB MANAGED FUND, LLC
- PROSPER MANAGED FUND, LLC
- TD OPPORTUNITY FUND, LLC
- URBAN PRODUCE FUND, LLC
- WHIRL FUND, LLC
- WJA EXPRESS FUND, LLC
- WJA REAL ESTATE OPPORTUNITY FUND I, LLC
- WJA REAL ESTATE OPPORTUNITY FUND, II, LLC
- WJA SECURE REAL ESTATE FUND, LLC
- WJA SECURE INCOME FUND, LLC

TD REO FUND, LLC MEANS THE CALIFORNIA LIMITED LIABILITY COMPANY FORMED BY JORDAN AS A FORECLOSURE MANAGEMENT FUND TO MANAGE THE DEFAULTED TRUST DEEDS HELD IN JORDAN'S PRIVATE INVESTMENT FUNDS.

YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST EITHER COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS CLAIM FORM BY 11:59 P.M. ET ON \_\_\_\_\_ AT [WWW.STRATEGICCLAIMS.NET/MCNALLYVKINGDOMTRUST](http://WWW.STRATEGICCLAIMS.NET/MCNALLYVKINGDOMTRUST) OR COMPLETE AND SIGN THIS CLAIM FORM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN \_\_\_\_\_, TO THE CLAIMS ADMINISTRATOR AT THE FOLLOWING ADDRESS:

*McNally v. The Kingdom Trust Company*  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson Street, Suite 205  
Media, PA 19063  
Fax: (610) 565-7985  
Email: [info@strategicclaims.net](mailto:info@strategicclaims.net)

FAILURE TO SUBMIT YOUR CLAIM FORM BY \_\_\_\_\_ WILL SUBJECT YOUR CLAIM TO REJECTION AND MAY PRECLUDE RECEIPT OF ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM FORM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM FORM ONLY TO THE CLAIMS ADMINISTRATOR.

#### CLAIMANT'S STATEMENT

1. I (we) invested money in or through the William Jordan Fund Scheme through the WJA Funds and/or TD REO Fund, LLC, and suffered losses. (Do not submit this Claim Form if you did not invest in the William Jordan Scheme described above).
2. By submitting this Claim Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member as defined above and in the Notice Of Pendency Of Class Action, Proposed Class Action Determination, Proposed Settlement Of Class Action, Fairness Hearing And Right To Appear (the "Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Class Action or anyone excluded from the Class, as defined in the Notice; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Cash Settlement Amount, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Claim Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) Claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Claim Form.
4. I (we) have set forth where requested below all relevant information with respect to each investment in the William Jordan Fund Scheme through the WJA Funds and/or TD REO Fund, LLC. I (we) agree to furnish additional information to the Claims Administrator to support this Claim Form if requested to do so.
5. I (we) have enclosed photocopies of the documents evidencing each investment in the William Jordan Fund Scheme through the WJA Funds and/or TD REO Fund, LLC in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS BECAUSE THESE DOCUMENTS ARE NECESSARY TO VERIFY AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Claim Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release by me (us) and my (our) respective past or present parents, predecessors, successors, current and former affiliates, divisions, business units, joint ventures, subsidiaries, assigns, any entities in which I (we) have or had a controlling interest or that have or had a controlling interest in him, her, or it, and any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or their respective past and present officers, directors, employees, officials, members, partners, and attorneys, ("Releasers"), of all Released Claims as defined in the Settlement Agreement and Notice.

**PART I: CLAIMANT INFORMATION**

Beneficial Owner's Name (First, Middle, Last):		
Joint Beneficial Owner's Name (First, Middle, Last):		
Representative's Name (First, Middle, Last):		
Address:		
City:	State:	ZIP:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):

Specify one of the following:

\_\_\_ IRA \_\_\_ Joint Tenancy \_\_\_ Employee \_\_\_ Individual \_\_\_ Other \_\_\_\_\_  
(please explain)

**PART IIa. SCHEDULE OF TRANSACTIONS IN THE WJA FUNDS AND/OR TD REO FUND. LLC**

**Investments:**

B. Separately list each and every investment in the WJA Funds and/or TD REO Fund, LLC, and provide the following information (*must be documented*):

Name of Fund	Investment Amount	Do You Still Hold The Investment? (Y or N)	If You Do Not Still Hold The Investment, Describe What You Did With It



**Sales:**

- C. Separately list each and every sale or disposition in the WJA Funds and/or TD REO Fund, LLC, and provide the following information (*must be documented*):

Name of Fund		Date	Amount Received

**Interest, Dividends or Other Return on Investment:**

- D. Separately list each and every payment you received from the WJA Funds and/or TD REO Fund that represents a payment for interest, dividends, or other return on investment (such as a redemption payment, return of principal, etc.), and provide the following information (*must be documented*):

Name of Fund	Date	Amount Received

**Amounts Received From Bankruptcy Proceedings:**

- E. Separately list each and every payment you received from the bankruptcy proceedings filed by WJA Asset Management, LLC in the United States Bankruptcy Court for the Central District of California, under the master file Case No. 8:17-bk-11996, or any related bankruptcy proceeding filed by the WJA Funds, and any other entity related to William Jordan.

Date	Amount Received

**If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.**

**PART III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)
_____		_____

**YOU MUST READ AND SIGN THE CERTIFICATION BELOW. FAILURE TO SIGN THE CERTIFICATION MAY RESULT IN A DELAY IN PROCESSING OR REJECTION OF YOUR CLAIM**

**PART IV: CERTIFICATION**

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., beneficial purchaser(s), executor, administrator, trustee, etc.)

☐ Check here if proof of authority to file is enclosed.  
(See Item 2 under Claimant's Statement)

Date: \_\_\_\_\_

**ACCURATE CLAIMS PROCESSING TAKES A**

**SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign and date the certification above. If this Claim Form is submitted on behalf of joint claimants, then both claimants must sign.
2. Remember to attach supporting documentation, if available.
3. DO NOT send originals of any supporting documentation; please only send copies. Supporting documentation submitted with your Claim Form will NOT be returned to you.
4. Keep a copy of everything you submit for your records, including your Claim Form.
5. If you desire an acknowledgment of receipt of your mailed Claim Form, please send it Certified Mail, Return Receipt Requested.
6. If you move or change your address, telephone number, or email address after submitting this Claim Form, please notify the Claims Administrator of the relevant changes. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or deliver payment to you.

## **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
PADUCHAH DIVISION  
CASE NO: 5:21-cv-00068-BJB-LLK**

**DANIEL MCNALLY,  
Individually and on Behalf of all Others  
Similarly Situated,**

**PLAINTIFF**

**VS.**

**THE KINGDOM TRUST COMPANY**

**DEFENDANT**

**[PROPOSED] FINAL ORDER**

WHEREAS, as of November [REDACTED], 2025, Plaintiff Daniel McNally and proposed additional plaintiff Daniel Brager (“Plaintiffs”), on one hand, and Defendant The Kingdom Trust Company (“Defendant”, “Kingdom Trust”, or “KTC”), on the other hand, entered into a Settlement Agreement (the “Settlement Agreement”)<sup>1</sup>, in the above-captioned consolidated Class Action, which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed Settlement of the claims alleged in the Class Action on the merits and with prejudice.

WHEREAS, pursuant to the Order (1) Preliminarily Certifying the Class for Settlement Purposes; (2) Granting Preliminary Approval of Settlement; and (3) Approving Class Notice, (ECF No. \_\_\_\_), entered \_\_\_\_\_, 2025 (the “Preliminary Approval Order”), the Court scheduled a hearing on \_\_\_\_\_ 2026 (the “Fairness Hearing”) for the following purposes:

(A) to finally determine whether the Class satisfies the applicable prerequisites for certification under Fed. R. Civ. P. 23(a) and 23(b)(3);

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<sup>1</sup> Unless otherwise stated, all capitalized terms used herein have the meanings defined in the Settlement Agreement.

(B) to finally determine whether the Settlement should be approved by the Court as fair, reasonable and adequate and in the best interests of the Class;

(C) to determine whether a Final Order should be entered pursuant to the Settlement Agreement, dismissing the Class Action with prejudice as against the Defendant and effectuating the releases described below;

(D) to determine whether the proposed Plan of Allocation of the Settlement Fund set forth in the Class Notice is fair and reasonable, and should be approved by the Court;

(E) to consider any application by Class Counsel for an Attorneys' Fees and Expenses Award, and for a Service Award to the Representative Plaintiffs for their efforts devoted to this Class Action and for reimbursement of their expenses;

(F) to hear and determine any objections to the Settlement or to any request by Class Counsel for an Attorneys' Fees and Expenses Award, and Service Award; and

(G) to rule on such other matters as the Court may deem appropriate.

WHEREAS, the Court ordered that the Class Notice be mailed by first-class mail, postage prepaid, and emailed, on or before \_\_\_\_\_ (the "Notice Date"), to all Class Members who can be identified with reasonable effort by the Class Counsel and Claims Administrator.

WHEREAS, the Notice advised Class Members of the date, time, place, and purpose of the Fairness Hearing. The Notice further advised that any objection to the Settlement was required to be filed with the Court and served on counsel on or before \_\_\_\_\_ 2026.

WHEREAS, the Notice advised Class Members of the deadline (the "Opt-Out Deadline") and procedures for requesting exclusion from the Settlement Class.

WHEREAS, the Court finds that the provisions of the Preliminary Approval Order as to Notice were complied with.

WHEREAS, on \_\_\_\_\_, Plaintiffs moved for final approval of the Settlement (“Final Approval”), as directed in the Preliminary Approval Order. The Fairness Hearing was duly held before this Court on \_\_\_\_\_, 2026 at which time all interested persons were afforded the opportunity to be heard.

WHEREAS, this Court has duly considered Plaintiffs’ motion, the affidavits, declarations, and memoranda of law submitted in support thereof, the Settlement Agreement, and all of the submissions and arguments presented with respect to the proposed Settlement.

NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND DECREED that:

1. This Final Order (“Final Order”) incorporates by reference the definitions in the Settlement Agreement and all capitalized terms used in this Final Order that are not otherwise defined herein shall have the same meanings as set forth therein.
2. This Court has jurisdiction over the subject matter of the Class Action and over all parties to the Class Action, including all members of the Class.
3. The Court hereby re-affirms its determinations in the Preliminary Approval Order and finally certifies, for the purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the following Class: all persons or entities that invested in the William Jordan Fund Scheme and were damaged thereby.
4. Excluded from the Class are: (1) the Defendant; (2) any person, firm, corporation, or other entity related to or affiliated with Defendant, or in which the Defendant has or had a controlling interest; (3) William M. Jordan, and any employee or agent of William Jordan Investments, Inc., WJA Asset Management, LLC, or the WJA Funds; (4) members of the immediate family of Jordan; and (5) the legal representatives, affiliates, heirs, successors-in-

interest, or assigns of any such excluded person. Also excluded from the Class are the persons and/or entities who request exclusion from the Class within the time period set by the Court in the Preliminary Approval Order.

5. The following persons or entities have validly requested exclusion from the Settlement Class: [ ].

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby re-affirms its determinations in the Preliminary Approval Order that: (a) Plaintiff Daniel McNally and proposed additional plaintiff Daniel Brager are certified as Representative Plaintiffs for the Class; and (b) the following attorneys and law firms as Class Counsel: Alan Rosca and Paul Scarlato of Rosca Scarlato LLC, and Hugh Berkson of McCarthy Lebit Crystal & Liffman Co., LPA.

7. The Notice provided for and given to the Class: (i) was in compliance with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Class Members of the effect of the Settlement, of the proposed Plan of Allocation, of Class Counsel's request(s) for an Attorneys' Fees and Expenses Award, and a Service Award to the Plaintiffs, of Class Members' right to object to the Settlement, the Plan of Allocation, and/or Class Counsel's request(s) for an Attorneys' Fees and Expenses Award and a Service Award, of their right to exclude themselves from the Class, and of their right to appear at the Fairness Hearing; (iv) constituted due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.



8. The Court is unaware of any objections to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure.

9. In light of the benefits to the Class, the complexity, expense and possible duration of further litigation of the Action, the risks of establishing liability and damages, and the costs of continued litigation, the Court hereby fully and finally approves the Settlement as set forth in the Settlement Agreement in all respects, and finds that the Settlement is, in all respects fair, reasonable and adequate, and in the best interests of Representative Plaintiffs and Class Members. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties. The Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

10. The Class Action is hereby dismissed in its entirety, with prejudice, and without costs to any party, except as otherwise provided in the Settlement Agreement.

12. Upon the Effective Date, Plaintiffs and each and every other Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims as set forth in paragraph 1, subpart "gg" of the Settlement Agreement, against each and every one of the Releasees, as defined in paragraph 1, subpart "hh" of the Settlement Agreement, and shall forever be BARRED, ENJOINED, AND RESTRAINED from commencing, instituting, prosecuting, or maintaining any and all such Released Claims against any and all of the Releasees. The term Released Claims does not include any claims to recover additional amounts from the WJA Bankruptcy proceedings.

13. Each Member of the Class is bound by this Order, including, without limitation, the releases of claims as set forth above.

14. This Order and the Settlement Agreement, whether or not consummated, and any discussions, negotiations, proceedings or agreements relating to the Settlement Agreement, the Settlement, and any matters arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties, or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of Defendant as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by them with respect to the truth of any allegation by Plaintiffs and the Class, or the validity of any claim that has been or could have been asserted in the Class Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault, or wrongdoing of Defendant;

(b) do not constitute, and shall not be offered or received against or to the prejudice of Defendant as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by them, or against or to the prejudice of Plaintiffs or any other Class Member as evidence of any infirmity in the claims of Plaintiffs or other Class Members;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendant, Plaintiffs, any other member of the Class, or their

respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendant, Plaintiffs, other Members of the Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement;

(d) do not constitute, and shall not be construed against Defendant, Plaintiffs, or any other Class Member, as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs or any other Class Member, that any of their claims are without merit or infirm or that damages recoverable in the Class Action would not have exceeded the Settlement Amount.

15. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Class Member to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this Court.

16. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Order shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated; and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

17. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement as circumstances warrant.

18. The Parties are hereby directed to consummate the Settlement Agreement and to perform its terms.

19. A separate order shall be entered regarding Class Counsel's application for an Attorneys' Fees and Expenses Award and Service Award as allowed by the Court. Such order shall in no way disturb or affect this Order and shall be considered separate from this Order.

20. Without affecting the finality of this Order in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement Agreement and Settlement; (ii) the allowance, disallowance, or adjustment of any Class Member's claim on equitable grounds and any award or distribution of the Net Cash Settlement Amount; (iii) disposition of the Net Cash Settlement Amount; (iv) hearing and determining applications for Attorneys' Fees and Expenses Award; (v) all Parties for the purpose of construing, enforcing and administering the Settlement Agreement, the Settlement, and this Order; and (vi) other matters related or ancillary to the foregoing. There is no just reason for delay in the entry of this Order and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2026

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Benjamin Beaton  
United States District Judge