

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
PADUCAH 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 7, 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”)¹, 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, (Dkt. No. 149), entered January 28, 2026 (the “Preliminary Approval Order”), the Court scheduled a hearing on April 28, 2026 (the “Fairness Hearing”) for the following purposes:

- (A) to finally determine whether the Class satisfies the applicable prerequisites

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

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 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 February 11, 2026 (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 April 14, 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 March 30, 2026, 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 Court hereby finds and concludes that the Plan of Allocation that is set forth in the Notice disseminated to Settlement Class Members provides a fair and reasonable basis upon which to allocate the Net Settlement Fund among Settlement Class Members and is hereby approved.

11. 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

Benjamin Beaton
United States District Judge