UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
PADUCAH DIVISION
CASE NO. 5:21-cv-00068-BJB
(Electronically Filed)

DANIEL MCNALLY,
Individually and on behalf of
all other similarly situated

PLAINTIFF

vs.

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND FOR CERTIFICATION OF A SETTLEMENT CLASS

THE KINGDOM TRUST COMPANY

DEFENDANT

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I. PRELIMINARY STATEMENT

Plaintiffs Daniel McNally and Daniel Brager, preliminarily appointed by the Court as representatives of the Class (collectively "Plaintiffs" or "Class Representatives"), through preliminarily appointed Class counsel, Alan Rosca and Paul Scarlato of Rosca Scarlato, LLC, and Hugh Berkson of McCarthy Lebit Crystal & Liffman Co., LPA ("Class Counsel"), submit this Motion for Final Approval of Proposed Class Action Settlement and for final Certification of a Settlement Class ("Motion") in the above-captioned class action (the "Action" or the "Class Action"). *See* Fed. R. Civ. P. 23(a), (b)(3), and (e). The proposed settlement (the "Settlement") is in the amount of $1 million in cash, pursuant to the terms set forth in the Settlement Agreement[1] and will resolve this Action in its entirety against defendant The Kingdom Trust Company, n/k/a KTC Holding Company ("KTC", "Kingdom Trust", or "Defendant").

Plaintiffs respectfully submit that the Settlement is fair, reasonable and adequate, is a good result for the Settlement Class, and should be finally approved by the Court. The decision to settle was informed by a comprehensive investigation, intensive motion practice, extensive discovery, and arm's length negotiations overseen by a respected and experienced mediator. For the reasons stated herein, Plaintiffs respectfully request that the Court grant this Motion.

II. BACKGROUND FACTS

Plaintiffs' Motion for Preliminary Approval of Proposed Class Action Settlement and for Certification of a Settlement Class ("Preliminary Approval Motion") and the Declaration of Hugh D. Berkson and Alan L. Rosca in Support of Plaintiffs' Motion for Preliminary Approval of

[1] Defined terms used herein have the same meaning as those terms are used in the Settlement Agreement dated November 7, 2025, attached as Exhibit 1 to the Declaration of Hugh D. Berkson and Alan L. Rosca in Support of Plaintiffs' Motion for Preliminary Approval of Settlement. Dkt. No. 146.

Settlement ("Berkson/Rosca Decl."), explained in detail the strengths and weaknesses of the claims asserted in the Action, and reasons for the Settlement. See Dkt. Nos. 145 and 146. Plaintiffs incorporate them herein by reference.

Plaintiffs achieved this Settlement only after hard fought litigation, which included a thorough investigation of the law and facts underlying plaintiffs' claims, including a review and analysis of thousands of pages of documents obtained from Defendant and other sources, research of complex legal issues, substantial motion practice including briefing on two motions to dismiss, depositions of Defendant's representatives and both Plaintiffs, a mediation, which required significant preparation and briefing in advance of the session, and confirmatory discovery. See Berkson/Rosca Decl. Dkt. No. 146, ¶¶ 18-64. Given the relative strengths and weaknesses of the claims asserted in the Action against Defendant, the recovery of cash obtained for the Class, and the unlikely prospect of recovering more, Plaintiffs believe that the Settlement is an excellent result and fully endorse the requested approval. See Declarations of Daniel McNally and Daniel Bragar submitted in connection with the contemporaneously filed Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Case Expenses, and For Service Awards (the "Attorneys' Fees and Expense Award").

The proposed Settlement warrants approval under Federal Rule of Civil Procedure 23(e) and Sixth Circuit precedent. The parties negotiated at arms-length with the assistance of an experienced mediator, Judge William Meyer (Ret.) of the Judicial Arbiter Group, Inc. ("JAG"). Further, the Settlement provides an immediate recovery to the Class while eliminating all risks associated with the litigation and importantly, collection. The prospects of a larger recovery at some point down the road are easily outweighed by the benefits being received by the Class under the terms of the proposed Settlement.

For the reasons stated herein, Plaintiffs respectfully request that the Court grant the Motion.

A. EVENTS POST-PRELIMINARY APPROVAL

Plaintiffs' Preliminary Approval Motion set forth the extensive procedural history of this case in this Court, the Calloway County Circuit Court, and in the United States District Court for the Central District of California from inception through the November 7, 2025 filing of Plaintiffs' unopposed Preliminary Approval Motion. The Court conducted a remote hearing on the Preliminary Approval Motion on January 21, 2026. See Dkt. No. 149. On January 28, 2026, the Court issued an Order (the "Preliminary Approval Order"): 1) preliminarily certifying the Class for Settlement purposes; 2) granting preliminary approval of the Settlement; and 3) approving the Class Notice. Dkt. No. 149. Pursuant to the Preliminary Approval Order, the Court preliminarily certified a Class of "all persons or entities that invested in the William Jordan Scheme and were damaged thereby."[2] *Id.*, ¶ 1.

As to the Settlement, the Court preliminarily approved the Settlement and concluded that it was negotiated in good faith, and is fair, reasonable and adequate subject to proof to the Court's satisfaction in connection with final approval. Dkt. No. 149, ¶ 8. The Court approved Plaintiffs' proposed schedule for mailing Notice, filing papers in support of final approval, Class Counsel's request for an award of attorney's fees, reimbursement of case costs, and for a Service Award to the Class Representatives, for Class members to opt-out, or object to the Settlement, and for filing Claim Forms. *Id.,* ¶ 21. The Court also scheduled a Fairness Hearing for April 28, 2026, to among

[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. ECF 149, ¶ 2.

other things, consider whether to grant final certification of the Class, whether to finally approve the Settlement, whether to approve the proposed Plan of Allocation, and any request by Class Counsel for an award of attorneys' fees, reimbursement of case expenses and for Service Awards. See Dkt. No. 149, ¶ 10.

B. THE NOTICE PROGRAM HAS BEEN EFFECTUATED PURSUANT TO THE SETTLEMENT AGREEMENT AND PRELIMINARY APPROVAL ORDER

The Court's Preliminary Approval Order further approved the proposed Class Notice and directed that Notice be mailed to the members of the Class who can be identified through reasonable effort, finding that the manner of providing Notice constitutes the best notice practicable under the circumstances, and fully satisfies the requirements of due process and Fed. R. Civ. P. 23. See Dkt. No. 149, ¶¶ 11-13.

Plaintiffs have fully complied with the requirements of the Preliminary Approval Order. On January 28, 2026, Class Counsel provided the Claims Administrator with two William Jordan Fund investor contact lists containing 351 names and addresses of potential Class Members. See Declaration of Margery Craig Concerning: (A) Mailing of the Class Notice and Claim Form; (B) Publication of the Press Release; and (C) Report on Requests for Exclusion and Objections ("Craig Decl.") ¶ 3, Exhibit A hereto. On February 11, 2026, the Claims Administrator mailed the Class Notice and Claim Form to those 351 investors. *Id.* ¶¶ 3-4. Out of the 351 mailed Notice and Claim Forms, 42 were returned as undeliverable. *Id.* ¶ 5. The U.S. Postal Service provided a forwarding address for one, and the Claims Administrator immediately mailed a Notice and Claim Form to the forwarding address. *Id*. The remaining 41 Notice and Claim Forms returned as undeliverable were "skip-traced" to obtain updated addresses, and 24 were re-mailed to updated addresses. *Id.*

To provide further information regarding the Settlement and to assist in filing Claim Forms, the Claims Administrator maintains a toll-free telephone number for Class Members to call and

obtain information about the Settlement or the Claim filing process. *Id.* ¶ 7. The Claims Administrator also established a case specific web page on its website at https://www.strategicclaims.net/case/mcnallyvkingdomtrust/ where Class Members can see key dates and deadlines, access important documents such as the Notice and Settlement Agreement, and access a link to file a Claim online if they so choose. *Id.* ¶ 8.

In addition to the required mailed Notice, as a belt and suspenders, the Claims Administrator issued a press release published on the national news service *GlobalNewswire* on March 2, 2026, as a follow-on to the Notice[3] informing Class Members of the Settlement, and how to obtain additional information. *Id.* ¶ 6 and Ex. B. The press release identified the Class, listed the Settlement amount, the time date and place of the Fairness Hearing, the Claims filing deadline, and the deadlines to opt-out or object, and provided contact information for the Claims Administrator to either get additional information about the Settlement or how to file a Claim, including an email address, phone number and the case web address. See *id*., Ex. B.

Although the deadlines have not yet passed, as of the date of filing this Motion, the Claims Administrator has not received any requests for exclusion from the Class, and no objections to the Settlement have been filed. *Id.* ¶¶ 9-10.

C. DEFENDANT HAS COMPLIED WITH ITS OBLIGATION TO FUND THE SETTLEMENT

The Defendant has fully complied with the terms of the Settlement Agreement having paid the entire $1 million cash Settlement amount into the qualified settlement fund established at Huntington Bank within thirty days of the Court's entry of the Preliminary Approval Order. See Craig Decl. ¶ 12. The Settlement is fully funded.

[3] The press release was timed to be issued approximately three weeks after the mailed notice.

III. ARGUMENT

A. FINAL CERTIFICATION OF THE SETTLEMENT CLASS IS WARRANTED

In presenting the proposed Settlement to the Court for preliminary approval, Plaintiffs requested, for purposes of the Settlement, that the Court certify the Settlement Class under Federal Rules of Civil Procedure 23(a) and (b)(3). In the Preliminary Approval Order, the Court preliminarily found that the perquisites for maintaining a class action under Rule 23(a) 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. Dkt. No. 149, ¶ 3.

Similarly, the Court further found that the prerequisites for maintaining a class action under Rule 23(b)(3) have been preliminarily satisfied 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. Dkt. No. 149, ¶ 4.

Here, Notice has gone out, Class Members were informed of the nature of the Action, the Class definition, the Class claims, the Class Member's right to object or opt-out, and the mechanics for doing so, the binding effect of the judgement on Class Members, and that participation in the Settlement would release Class Members' claims against the Defendant. See Craig Decl. Ex. A. Thus, the Notice "fairly apprise[d] the prospective members of the [C]lass of the terms of the proposed [S]ettlement so that [they could] come to their own conclusions about whether the [S]ettlement serves their interests." *See Davis v. Omnicare, Inc.*, No. 5:18-cv-142, 2021 U.S. Dist. LEXIS 175529 at *10-13 (E.D. Ky. Sept. 14, 2021) (citations omitted).

Nothing has changed to alter the propriety of the Court's preliminary certification, and no Class Member has objected to class certification or opted-out. For all the reasons stated in Plaintiffs' Motion for Preliminary Approval (Dkt. No. 145) and the Court's Preliminary Approval Order (Dkt. No. 149), Plaintiffs request that the Court reaffirm its determinations in the Preliminary Approval Order and finally certify the Settlement Class for purposes of carrying out the Settlement pursuant to Fed. R. Civ. P. 23(a) and (b)(3). *See Thompson v. Seagle Pizza*, No. 3:20-cv-16-DJH-RSE, 2022 U.S. Dist. LEXIS 81666 at *7-8 (W.D. Ky. May 4, 2022) ("As the Court is unaware of any changes in circumstances relating to these requirements, further analysis regarding class certification is unnecessary here. The settlement class in this matter can thus 'be certified for purposes of settlement.'"), citing *Davis*, 2021 U.S. Dist. LEXIS 175529 at *10-15 (incorporating the reasoning in the court's preliminary approval order and finally certifying the class.).

B. THE PROPOSED SETTLEMENT SHOULD BE FINALLY APPROVED

1. The Final Approval Process

Federal Rule of Civil Procedure 23(e) requires court approval for any settlement of a class action. *Branson v. All. Coal, LLC*, No. 4:19-cv-155-RGJ-HBB, 2025 U.S. Dist. LEXIS 131090 at *9 (W.D. Ky. July 10, 2025). "[C]lass action settlement approval involves a three-step process; (1) preliminary approval of the proposed settlement, (2) notice of the settlement to all affected class members, and (3) a final approval hearing." *Id.* (citations and internal quotations omitted); *See also Elliott v. LVNV Funding, LLC*. No. 3:16-cv-00675-RGJ, 2019 U.S. Dist. LEXIS 143692 at *16-17 (W.D. Ky. Aug. 23, 2019).

The Court has preliminarily approved the proposed Settlement and Notice has been mailed to members of the Class. Thus, the case has reached the third step.

2. The Standard for Final Approval

Rule 23 requires the Court to consider the same factors for final approval it considered in connection with preliminary approval. Plaintiffs addressed most of the Rule 23 factors and the specific factors considered by courts in the Sixth Circuit in their Preliminary Approval Motion. Accordingly, this motion will necessarily repeat some of that discussion.

i. Rule 23 and Sixth Circuit Factors

The Rule 23 factors the Court is required to consider in connection with final approval are whether:

> (A) the class representatives and class counsel have adequately represented the class;
>
> (B) the proposal was negotiated at arm's length;
>
> (C) the relief provided to the class is adequate, taking into account:
>
> (i) the costs, risks, and delay of trial and appeal;
>
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
>
> (iii) the terms of any proposed award of attorney's fees, including the timing of payment; and
>
> (iv) any arrangement required to be identified under rule 23(e); and
>
> (D) the proposal treats class members equitably relative to each other.

Thompson v. Seagle Pizza, No. 3:20-cv-16-DJH-RSE, 2021 U.S. Dist. LEXIS 254142 at *5 (W.D. Ky. June 1, 2021), quoting Fed. R. Civ. P. 23(e)(2).

As *Thompson* further held:

> Paragraphs (A) and (B) of Rule 23(e)(2) identify matters that might be described as procedural concerns, looking to the conduct of the litigation and of the negotiations leading up to the proposed settlement, while paragraphs (C) and (D) focus on what might be called a 'substantive' review of the terms of the proposed settlement. . . . These factors, which are also part of the 2018 amendments to Rule 23, are not meant

> to displace any factor previously relied on by the courts, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal. . . .[4]
>
> The rule largely encompasses the factors that have been employed by the Sixth Circuit:
>
> > (1) the risk of fraud or collusion, (2) the complexity, expense and likely duration of the litigation, (3) the amount of discovery engaged in by the parties, (4) the likelihood of success on the merits, (5) the opinions of class counsel and class representatives, (6) the reaction of absent class members, and (7) the public interest.
> >
> > * * *
> >
> > In addition to the seven factors listed above, the Sixth Circuit ha[s] also looked to whether the settlement gives preferential treatment to the named plaintiffs while only perfunctory relief to unnamed class members.
> >
> > * * *
>
> The Sixth Circuit does not appear to have considered the new version of Rule 23(e)(2). Since the amendment, courts within the Sixth Circuit have been applying both sets of factors . . . Given their substantial overlap, the two sets can be considered together.

Id., 2021 U.S. Dist. LEXIS 254142 at *5-7. (further citations and internal quotations omitted).

The Settlement satisfies each of the Rule 23(e) factors, and the factors traditionally considered by the Sixth Circuit.

3. The Settlement Satisfies Each of the Rule 23(e) and Sixth Circuit Factors

i. The Settlement Is the Result of Hard-Fought Litigation and Thorough Arm's-Length Negotiations with the Assistance of a Mediator.

The proposed Settlement satisfies the factors set forth in Rule 23(e)(2)(A) (adequate representation), (B) (arms-length negotiation), and Sixth Circuit factors (1) (risk of fraud or collusion), (3) (the amount of discovery engaged in by the parties), and (5) (the opinions of class counsel and the class representatives).

[4] *Id.,* 2021 U.S. Dist. LEXIS 254142 at *5-6, quoting Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendments.

Courts have long recognized an initial presumption that a proposed settlement is fair and reasonable when it is the product of arm's length negotiations by experienced counsel. *See McClurg v. Dall. Jones Enters*, No. 4:20-cv-201-RGJ-HBB, 2025 U.S. Dist. LEXIS 131093 at *8-9 (W.D. Ky. July 10, 2025). Facts, like here, where the Settlement Agreement was negotiated over a period of time, the parties engaged in discovery, and participated in private mediation that eventually led to the Settlement "reflect that the proposed Settlement agreement is the product of an arm's-length transaction." *See Bowen v. Paxton Media Group, LLC*, No. 5:21-CV-00143-GNS, 2024 U.S. Dist. LEXIS 61269 at *24 (W.D. Ky. April 2, 2024) (acknowledging similar facts "reflect that the proposed Settlement agreement is the product of an arm's-length transaction" in connection with preliminary approval).

Here, the Parties have vigorously litigated the Action since its inception, and the Settlement was achieved only after hard fought, arm's length negotiations with the assistance of an experienced mediator, between counsel with considerable knowledge and expertise litigating investment fraud class actions and a thorough knowledge of the strengths and weaknesses of their claims. This case has been pending for five years across various courts. Class Counsel developed a deep understanding of the facts of the case and merits of the claims and the likelihood of recovery through their analysis of, *inter alia*: (i) publicly available information regarding the William Jordan Fund Scheme, including information available from the docket in the William Jordan Fund bankruptcy; (ii) Class Counsel's investigation and research concerning publicly available information regarding Defendant and its failure to abide by the requisite regulatory standards; (iii) briefing on Defendant's motions to dismiss; (iv) the review and analysis of thousands of pages of documents produced by Defendant through formal discovery; (v) depositions of Defendant's key witnesses, including its former President/COO; (vi) a review of Defendant's financial records;

(vii) extensive discussions between counsel regarding the merits of the parties' claims; and, (viii) consultations with potential experts regarding a trust company's due diligence and oversight obligations.

While the in-person mediation conducted on April 3, 2025, ended with an impasse, the mediator's continued involvement facilitated the Settlement. With an informed understanding, the Plaintiffs agreed to the Settlement. There has been no collusion, and "the fact that the Settlement was reached following mediation strongly suggests an absence of collusion." *See Thompson*, 2021 U.S. Dist. LEXIS 254142 at *8; *See also Love v. Garnett Co. Inc.,* No. 3:19-cv-296-BJB-RSE, LEXIS (W.D. Ky. Sept. 24, 2021) (Beaton, J.) ("[A]bsent evidence of fraud or collusion, the Court may presume none exists.").

Additionally, throughout the Action, Plaintiffs had the benefit of the advice of knowledgeable counsel well-versed in class action litigation and investment fraud cases.[5] Courts give considerable weight to the opinion of experienced and informed counsel. *See, e.g.*, *UAW v. GMC*, No. 05-CV-73991-DT, 2006 U.S. Dist. LEXIS 14890, at *57 (E.D. Mich. Mar. 31, 2006) ("The endorsement of the parties' counsel is entitled to significant weight, and supports the fairness of the class settlement: 'It is … well recognized that the court should defer to the judgment of experienced counsel who has competently evaluated the strength of the proofs.'") (citation omitted); *Thompson*, 2021 U.S. Dist. LEXIS 254142 at *7-8 (Acknowledging view of experienced counsel who favor settlement in the context of preliminary approval).

Class Counsel and Class Representatives Daniel McNally and Daniel Brager also strongly support the Settlement. Dkt. No. 146 ¶ 59.

[5] See, resumes of proposed Class Counsel attached to the Rosca/Berkson Decl., Dkt. No. 146 at Exhibits 2 and 3.

ii. The Relief Provided by the Settlement is Adequate

The Settlement satisfies the factors set forth in Rule 23(e)(2)(C) in that the relief provided to the class is adequate.

a. The Settlement Amount is Adequate in Light of the Limited Funds

As Plaintiffs explained in connection with preliminary approval, the primary factor driving the Settlement amount was Defendant's inability to pay a larger settlement or satisfy a judgement. While Plaintiffs and Class Counsel acknowledge that the proposed Settlement of $1 million is modest in light of the estimated class losses, it is the opinion of Class Counsel that it is the maximum amount recoverable under the circumstances. See Dkt. No. 146 ¶¶ 60-64.

Based on Class Counsel's review of Defendant's financial statements and tax returns, and Class Counsel's interview of Defendant's new parent company representatives as part of confirmatory discovery, including its Chief Financial Officer ("CFO"), Class Counsel confirmed:

- Defendant's new parent company acquired Defendant's assets in late 2023;
- Defendant's liabilities remain with Defendant;
- At the time of the acquisition, Defendant was a distressed company facing a liquidity crunch, in part a result of having to pay a $1.5 million civil money penalty assessed against Defendant by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of Treasury in 2023;
- Following the 2023 FinCEN penalty, Defendant gave up its trust license;
- Defendant's insurance coverage lapsed, so there was no insurance coverage available to pay this claim;
- Defendant was reducing its employee count and payroll; and

- Defendant's new parent company purchased Defendant's assets to gain access to Defendant's customer base, not because Defendant was a profitable company or had prospects for turn-around.

Dkt. No. 146 ¶¶ 55, 63.

Thus, if Plaintiffs continued to litigate, substantial questions existed whether Plaintiffs would be able to establish successor liability, and there was substantial doubt regarding Defendant's ability to pay a judgment. It is Class Counsels' view that the $1 million proposed cash Settlement is a very good result in light of the financial risks and unlikelihood of a larger recovery. See Dkt. No. 146 ¶¶ 55, 64.

b. The Costs, Risks and Delay of Trial and Appeal and the Risk of Maintaining Class Action Status

The Settlement is adequate in light of the costs, risks, and delay of trial and appeal (Rule 23(e)(2)(C) factor (i)), the complexity, expense and likely duration of the litigation (Sixth Circuit factor (2)), the likelihood of success on the merits (Sixth Circuit factor (4)), and the additional risk of maintaining class action status.

The Settlement represents a prompt and substantial tangible recovery, without the considerable risk, expense, and delay of completing extensive fact and expert discovery and prevailing at class certification, summary judgment, trial, and post-trial litigation. *See, e.g.*, *Déjà Vu Consulting, Inc.*, 925 F.3d at 895 (finding that settlement is proper where a court analyzes and balances the benefits to the class against whatever the class gives up in the settlement, and finds the balance in favor of the class); *Sellards v. Midland Credit Mgt., Inc.*, No. 1:20-CV-02676, 2023 U.S. Dist. LEXIS 92700 (N.D. Ohio May 2, 2023) (finding that the uncertainty in litigation and avoidance of wasteful and expensive litigation induces consensual settlements).

While Plaintiffs believe that they could have succeeded in establishing each of the elements of the alleged claims, they acknowledge that they faced considerable obstacles in continuing the Action. For instance, if the case were to proceed, Plaintiffs would have had to brief, argue, and the Court would be called to rule on Plaintiffs' anticipated motion for class certification. Even assuming a class was certified, Defendant would have likely challenged certification in a Rule 23(f) petition to the Sixth Circuit. *See Thompson*, 2021 U.S. Dist. LEXIS 254142 at *9 (Having to face class certification and prove elements of claims, weighed against relief offered by the settlement weighs in favor of settlement).

Even if Plaintiffs were able to obtain certification of a class, they would have faced the summary judgment, trial, and the inevitable appeal. Defendant has steadfastly denied liability and raised various arguments that could have precluded recovery for the entire Class or a large portion of Class members. *See, e.g. Williams v. Vukovich,* 720 F.2d 909, 922 (6th Cir. 1983) ("A decree is a compromise which has been reached after the risks, expense, and delay of further litigation have been assessed. Class counsel and the class representatives may compromise their demand for relief in order to obtain substantial assured relief for the plaintiffs' class.") (citations omitted).

Moreover, Defendant maintains it had no knowledge of Jordan's fraud and had no role therein. Plaintiffs contend that Defendant had actual knowledge or that its conduct amounted to willful blindness as it processed Jordan's requested transaction without question. One of the critical issues to be addressed should the matter proceed to trial is whether Plaintiffs would be able to prove actual knowledge or that Defendant's conduct amounted to willful blindness. Defendant's witnesses steadfastly maintained that they simply followed instructions delivered by authorized Jordan personnel, as they were contractually required to do, and had no understanding that they were facilitating a Ponzi scheme. Plaintiffs would have argued that willful blindness is an

exception to the requirement that a defendant maintain actual knowledge. *See e.g., United States v. Hansen*, 791 F.3d 863, 868 (8th Cir. 2015) (observing that "the concept of willful blindness is a limited exception to the requirement of actual knowledge. . . "). However, a jury might conclude that Defendant did not obtain actual knowledge or was not willfully blind, and therefore did not maintain actual knowledge of its wrongdoing until some later point, or not at all. The meaningful question regarding Defendant's knowledge, or the application of an exception to that requirement to find liability, weighs in favor of an approval of the Settlement. *See Newton v. Am. Debt Servs., Inc.*, 2016 WL 7743686, at *5 (N.D. Cal. Jan. 15, 2016) (difficulties in establishing the existence of a conspiracy or that defendant aided and abetted weighed in favor of preliminary approval); *New Eng. Health Care Emples. Pension Fund v. Fruit of the Loom, Inc.*, 234 F.R.D. 627, 631 (W.D. Ky. 2006) (certain and immediate benefits to the class outweigh the possibility of obtaining a better result at trial, especially when considering additional expenses and delays as well as the complexity of the matter).

Another meaningful issue is that, should Plaintiffs succeed on their claims, the victory may be pyrrhic should it be determined that there are no solvent successor entities liable for Defendant's wrongdoing. As explained above, Class Counsel considered Defendant's limited assets and the fact that it has no insurance coverage for the claim, and therefore, Defendant's resources will be diminished by the defense counsel fees to be incurred through additional discovery, class certification, summary judgment, trial, and appeal. It is a near certainty that Kingdom Trust would not have sufficient assets to pay a judgment if one were obtained.

In light of the substantial risks and expense of continued litigation, and compared to the certain and prompt recovery of a $1.0 million cash Settlement, the Settlement is a good and adequate result that should be finally approved.

c. The Proposed Method of Distributing Relief to the Class is Effective

The proposed method of distributing relief to the class satisfies Rule 23(e)(2)(C)(ii). Class members were mailed a Claim Form to their last known address based on a mailing list compiled by proposed Class Counsel through a thorough review of the filings in the William Jordan bankruptcy proceedings. Dkt. No. 146 ¶ 72. In addition, Defendant, as custodian to the WJA Funds, provided Class Counsel with a list containing the names and addresses of the WJA Fund investors maintained by Defendant. *Id.* Also, the Claims Administrator established a web page for this case containing key documents, such as the Settlement Agreements and exhibits and the Notice and Claim Form with an online Claim filing portal (if the Class Member chooses to file their Claim online). See Craig Decl. ¶ 8.

Any Class Member who submits a timely and valid Claim Form will be mailed a check in the amount of the Class Member's pro rata share of the Net Settlement Fund. If the Claim Form is deficient, the Class Member will be notified and given the opportunity to correct the deficiency, and if needed, to receive the assistance of the Claims Administrator in doing so. See Settlement Agreement ¶ 20; *See also Thompson*, 2021 U.S. Dist. LEXIS 254142 at *9-10 (Approving similar method of distribution).

d. The Terms of Any Proposed Award of Fees and Expenses Including the Timing of Payment

The relief provided for the class is adequate taking into account Class Counsels' request for an Attorneys' Fees and Expense Award (Rule 23(e)(2)(c) factor (iii)).

As previewed in the Notice, Class Counsel has, simultaneous with the filing of this Motion, filed a request for an Attorneys' Fees and Expense Award in the amount of 33 1/3% of the Settlement Fund and litigation expenses not to exceed $20,000 to be paid when the Settlement is approved. See Dkt. No. 146 ¶¶ 76, 77. As explained more fully in the fee and expense request, the

rate of one-third the gross settlement amount is well-within the range of attorneys' fees previously approved by other class action settlements by the Sixth Circuit and this Court. Moreover, a fee of 33 1/3% would amount to $333,333.33, which is substantially less than the value of the lodestar that Counsel have expended in this case to date, and would provide a significant negative "multiplier" to Counsel.

Class Counsel is seeking reimbursement of actual expenses incurred in an amount not to exceed $20,000. In addition, as disclosed in the Notice, Class Counsel has applied for a Service Award for Messrs. McNally and Brager in the amount of $15,000 each in light of the time and effort they expended on this litigation for the reasons set forth in the fee and expense application.

All told, if the Court were to approve the Attorneys' Fees and Expense Award, reimbursement of case expenses and request for Service Awards, the total amount would constitute approximately 38% of the Settlement Fund. *See Wilson v. Anthem Health Plans of Ky., Inc*., Case No. 3:14-cv-743, 2019 U.S. Dist. LEXIS 217458 at *9-10 (W.D. Ky. Dec. 17, 2019) (Granting preliminary approval of settlement where 38% of settlement fund went to attorneys fees and case costs; final approval granted in later proceeding without modification at Dkt. No. 91).

e. The Proposal Treats Class Members Equitably Relative to Each Other

Plaintiffs are requesting that the Court approve the Plan of Allocation set forth in the Notice that distributes the Net Settlement Fund pro rata to class members who submit valid Claim Forms based on their losses relative to the losses of Authorized Claimants as a whole. All Authorized Claimants will be treated the same. This factor supports approval of the Plan of Allocation. *See, e.g., Hefler v. Wells Fargo & Co*., Case No. 16-cv-05479-JST, 2018 U.S. Dist. LEXIS 150292 at *38 (N.D. Cal. Sept. 4, 2018) ("the allocation plan disburses the Settlement Fund to class members 'on a pro rata basis based on the relative size of the potential claims they are compromising . . .

This type of pro rata distribution has frequently been determined to be fair, adequate and reasonable." (citing cases)).

f. There are No Agreements Required to be Identified Under Rule 23(e)(3)

There are no agreements between the parties other than the Settlement Agreement and Exhibits thereto, thus there are no agreement that must be identified under Rule 23(e)(3).

g. The Reaction of Absent Class Members

Although the date for opting-out of the Class, or objecting to the Settlement has not yet passed, there have been no objections or opt-outs to date.[6] "[T]he fact that not one class member objected to the settlement agreement. . . .weighs heavily in favor of final approval." *Southard v. Newcomb Oil Co., LLC,* No. 21-cv-607-DJH-CHL, 2024 U.S. Dist. LEXIS 171134 at *14 (W.D. Ky. Sept. 23, 2024), quoting *Ditsworth v. P&Z Carolina Pizza*, No. 1:20-CV-00084-GNS, 2021 U.S. Dist. LEXIS 130190 at *10 (W.D. Ky. July 13, 2021). The reaction of the Class weighs strongly in favor of final approval.

h. Public Interest

"[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits" generally "because they are notoriously difficult and unpredictable and settlement conserves judicial resources." *Southard,* 2024 U.S. Dist. LEXIS 171134 at *14, citing *Doe v. Déjà Vu Consulting, Inc.*, 925 F.3d at 899 (6th Cir. 2019) (further citations omitted). This factor weighs strongly in favor of final approval.

C. PLAINTIFFS COMPLIED WITH THE PROPOSED NOTICE PROGRAM

The Court has previously approved the "substance and requirements of the Class Notice in the form annexed as Exhibit B to the Settlement Agreement." See Preliminary Approval Order,

[6] Class Counsel will update the Court on any opt-outs or objections prior to the Fairness Hearing.

Dkt. No. 149 ¶11. The Preliminary Approval Order directed that the Claims Administrator mail the Notice, or cause it to be mailed, to electronically transmit via email to Class Members who can be identified through reasonable effort. *Id.* ¶12. The Court found such manner of distribution to constitute "the best notice practicable under the circumstances and is due and sufficient notice of the matters set forth in the Class Notice and fully satisfies the requirements of due process and of Rule 23 of the Federal Rules of Civil Procedure." *Id.*

As explained in detail above, on January 28, 2026, Class Counsel provided the Claims Administrator with two William Jordan Fund investor contact lists containing 351 names and addresses, and on February 11, 2026, the Claims Administrator mailed the Class Notice and Claim Form to those 351 investors in compliance with the Court's Order. See Craig Decl. ¶¶ 3-4. Out of the 351 mailed Notice and Claim Forms, 42 were returned as undeliverable. *Id.* ¶ 5. The U.S. Postal Service provided a forwarding address for one, and the Claims Administrator immediately mailed a Notice and Claim Form to the forwarding address. *Id*. The remaining 41 Notice and Claim Forms returned as undeliverable were "skip-traced" to obtain updated addresses, and 24 were re-mailed to updated addresses. *Id.*

Although not required by the Preliminary Approval Order, in addition to the mailed Notice, the Claims Administrator issued a press release published on *GlobalNewswire* on March 2, 2026, as a follow-on to the Notice informing Class Members of the Settlement, and how to obtain additional information. *Id.* ¶ 6 and Ex. B. The press release identified the Class, listed the Settlement amount, the time date and place of the Fairness Hearing, the Claims filing deadline, and the deadlines to opt-out or object, and provided contact information for the Claims Administrator to either get additional information about the Settlement or how to file a Claim, including an email address, phone number and the case web address.

D. APPOINTMENT OF CLASS COUNSEL

The Preliminary Approval Order preliminarily appointed attorneys Alan Rosca and Paul Scarlato of Rosca Scarlato, and Hugh Berkson of McCarthy Lebit Crystal & Liffman Co., LPA as Class Counsel. See Dkt. No. 149 ¶ 6. "A court that certifies a class must appoint class counsel." *Elliott,* 2019 U.S. Dist. LEXIS 143692 at *14 (quoting Rule 23(g)). In making that determination, the Court must consider:

> (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions; other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Elliott, 2019 U.S. Dist. LEXIS 143692 at *14-15, (quoting Rule 23(g)(1)(A)).

The Rosca Scarlato and McCarthy Lebit lawyers have continued to work on this case since their preliminary appointment and will continue to do so through the Settlement approval and claims process. For those reasons, the Court should permanently appoint Alan Rosca and Paul Scarlato of Rosca Scarlato and Hugh Berkson of McCarthy Lebit as Class Counsel.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court issue an order substantially in the form of the proposed Final Approval Order attached as Exhibit D to the Settlement Agreement: (a) finally certifying the Settlement Class for purposes of carrying out the Settlement pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) granting final approval of the Settlement; (c) permanently appointing Messrs. McNally and Brager as Class Representatives; (d) appointing Alan Rosca and Paul Scarlato of Rosca Scarlato and Hugh Berkson of McCarthy Lebit as Class Counsel; and (e) granting such other and further relief as may be required.

Dated: March 30, 2026

Respectfully submitted,

/s/ Alan L. Rosca (pro hac vice)

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Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on March 30, 2026, I electronically filed the foregoing with the clerk of the court by using the CM/ECF system, which will send a notice of electronic filing to the following:

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