UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

WALTER BLACK III, KEITH BARR, WAYNE BEST, and DAVID FANT SR., individually and on behalf of all others similarly situated, *Plaintiffs,* v. USAA GENERAL INDEMNITY COMPANY, GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY, UNITED SERVICES AUTOMOBILE ASSOCIATION, USAA CASUALTY INSURANCE COMPANY, *Defendants.*	Case No. 8:21-CV-01581-LKG

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS

Currently before the Court is a Motion for Final Approval of a Settlement (the "Settlement") of this class action (the "Action") wherein Plaintiffs Walter Black III, Keith Barr, Wayne Best, and David Fant Sr., have asserted claims for unjust enrichment and money had and received individually and on behalf of the Settlement Class,[1] against Defendants USAA General Indemnity Company, Garrison Property and Casualty Insurance Company, United Services Automobile Association, and USAA Casualty Insurance Company. Also before this Court is Plaintiffs' Motion for Attorney's Fees and Costs, and Service Awards. For the reasons set forth herein, the Court **GRANTS** both motions.

[1] Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set forth in the parties' Settlement Agreement, attached as Exhibit 1 to the Motion for Final Approval.

The Court previously entered a Preliminary Approval Order on December 16, 2025 which, (i) preliminarily approved the Settlement, (ii) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3); (iii) appointed Plaintiffs as Class Representatives for settlement purposes only; (iv) appointed the law firms of Tycko & Zavareei LLP, Timoney Knox, LLP, and Kagan Stern Marinello & Beard, LLC as Class Counsel for Settlement purposes only; (v) appointed JND Legal Administration as the Settlement Administrator to administer the Notice Plan and the proposed Settlement; (vi) approved the form and manner of Notice; and (vii) set a hearing date to consider Final Approval of the Settlement. *See* ECF No. 113.

The terms of the Settlement are set out in a Settlement Agreement executed on September 15, 2025 (the "Settlement Agreement"). The "Settlement Class" is defined in the Order below. Having considered Plaintiffs' Unopposed Motion for Final Approval of Proposed Settlement (ECF No. ___) and the Settlement Agreement attached thereto in order to determine, among other things, whether the Settlement is sufficient to warrant the issuance of notice to members of the proposed settlement Class, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Settlement Class Members.

This Final Approval Order incorporates the definitions in the Agreement, and all terms used in this Final Approval Order have the same meanings as set forth in the Agreement, unless otherwise defined.

The Court hereby approves and confirms the Settlement embodied in the Settlement Agreement as being a fair, reasonable, and adequate settlement and compromise of this Action,

adopts the Settlement Agreement as its Judgment, and orders that the Settlement Agreement shall be effective, binding, and enforced according to its terms and conditions.

The Court determines that Plaintiffs Walter Black III, Keith Barr, Wayne Best, and David Fant Sr., have asserted claims individually and on behalf of the Settlement Class for unjust enrichment and money had and received against Defendants USAA General Indemnity Company, Garrison Property and Casualty Insurance Company, United Services Automobile Association, and USAA Casualty Insurance Company.

The Court determines that the Settlement Agreement, which requires the payment of $5,000,000 on behalf of Defendants, has been negotiated vigorously and at arm's length by Class Counsel, and further finds that, at all times, Plaintiffs have acted independently and that their interests are identical to the interests of the Settlement Class. The Court further finds that the Settlement Agreement arises from a genuine controversy between the Parties and is not the result of collusion, nor was the Settlement procured by fraud or misrepresentation.

The Court determines that the Notice was provided to the Settlement Class, pursuant to the Preliminary Approval Order (ECF No. 113), by email and/or mailings to all persons in the Settlement Class who could be reasonably identified. That Notice was the best notice practicable under the circumstances and included individual notice to all Settlement Class Members who could be identified through reasonable efforts. Such Notice provides valid, due and sufficient notice of these proceedings and of the matters set forth therein, including the Settlement described in the Stipulation to all persons entitled to Notice, and such Notice has fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process. Furthermore, a notice of Settlement was mailed on September 26, 2025 to governmental entities as provided for in 28 U.S.C. § 1715. This notice, as given, complied with the aforementioned statute.

Applying the Federal Rule of Civil Procedure 23(e)(2) factors, the Settlement set forth in the Agreement (i) is in all respects fair, reasonable, and adequate to the Settlement Class, (ii) was the product of informed, arm's length negotiations among competent, able counsel; and (iii) was made based upon a record that is sufficiently developed and complete to have enabled the Class Representatives and Defendants to adequately evaluate and consider the strengths and weaknesses of their respective positions. The Settlement relief is adequate, taking into account the costs, risks and delay of trial and appeal; the effectiveness of any proposed method of distributing the Settlement Fund to the Settlement Class; and the terms of any proposed award of attorneys' fees, including timing of payment. The Settlement treats Settlement Class members equitably relative to each other. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the number of opt-outs from the Settlement, the lack of any [meritorious] objections by Settlement Class members, and the opinions of competent counsel concerning such matters. The Court has considered duly filed objections to the Settlement, if any, and to the extent such objections have not been withdrawn, superseded, or otherwise resolved, they are overruled and denied in all respects on their merits.

The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of the Settlement Class members in connection with the Settlement.

[No] members of the Settlement Class validly submitted notices of intention to opt-out of the Settlement. Thus, the following individuals are not bound by the Settlement:

[N/A]

Because the Court approves the Settlement as fair, adequate, and reasonable, the Court authorizes and directs implementation of all terms and provisions of the Agreement.

All Parties to this Action, and all Settlement Class Members (except those identified herein as having validly submitted notices of intention to opt-out of the Settlement) are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

The Court hereby affirms its conditional certification of the Settlement Class in its Preliminary Approval Order and approves the maintenance of the Action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3) with the Settlement Class being defined as:

All individuals who, per the Consent Order, received Late Fees refunds.

Excluded from the class are the Honorable Lydia Kay Griggsby, and any and all court staff who would otherwise qualify as the putative class members, Plaintiffs' Counsel who would otherwise qualify as the putative class members, and Defendants' Counsel who would otherwise qualify as the putative class members.

Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby confirms its prior appointment of Tycko & Zavareei LLP, Timoney Knox, LLP, and Kagan Stern Marinello & Beard, LLC as Class Counsel.

Based on the Settlement, the Court hereby dismisses the Complaint and the Action against Defendants with prejudice.

As of the Effective Date of the Settlement and payment of the Net Settlement Fund, Plaintiffs, Settlement Class Members on their own behalf and on behalf of their present or former agents, employees, attorneys, accountants, representatives, advisers, investment bankers, trustees, parents, heirs, estates, executors, administrators, successors, and assigns, shall be deemed to have released each and all of the Released Parties from the Released Claims.

As of the Effective Date of the Settlement and payment of the Net Settlement Fund, all release provisions shall be given full force and effect in accordance with each and all of their

express terms and provisions, including those terms and provisions relating to unknown, unsuspected, or future claims, demands, or causes of action. Further, Plaintiffs, for themselves and on behalf of the Settlement Class, and Defendants assume the risk of any subsequent discovery of any matter, fact, or law, that, if now known or understood, would in any respect have affected or could have affected any such Party's entering into the Settlement.

All members of the Settlement Class are hereby barred and enjoined from the institution and prosecution, either directly or indirectly, of any other actions in any court asserting any and all Released Claims against any and all Parties Released.

The litigation expenses incurred by Class Counsel in the course of prosecuting this action are reasonable. Accordingly, Class Counsel is awarded costs in the amount of $84,019.06, to be paid from the Settlement Fund.

The attorneys' fees sought by Class Counsel on behalf of Class Counsel and Plaintiffs' counsel in the amount of $1,897,980.94 and approximately 37% of the total settlement value or approximately 37.9% of the Settlement Fund established in this Action in recognition of 4,127.4 hours of work. The percentage of recovery method with a lodestar cross-check is an appropriate method to use to evaluate Class Counsel's fee request. Upon consideration of the applicable factors, the fee request is reasonable in light of the successful results achieved by Class Counsel, the monetary benefits obtained in this Action for the Settlement Class, the substantial risks associated with the Action, Class Counsel's skill and experience in class action litigation of this type, and the fee awards in comparable cases, and the lack of objections. Further, a lodestar cross-check of this request confirms the reasonableness of this request, which shows a negative multiplier regardless of whether counsel's ordinary rates (where applicable) or those set forth in the Fitzpatrick Matrix are used. Accordingly, Class Counsel is awarded attorneys' fees in the

amount $1,897,980.94 or approximately 37.9% of the Settlement Fund established in this Action on behalf of themselves and Plaintiffs' Counsel.

Plaintiffs Walter Black III, Keith Barr, Wayne Best, and David Fant, Sr. are hereby awarded Service Awards in recognition of their efforts in prosecuting this action. Plaintiff Black is awarded a Service Award in the amount of $7,500.00. Plaintiff Barr is awarded a Service Award in the amount of $3,500.00. Plaintiff Best is awarded a Service Award in the amount of $3,500.00. Plaintiff Fant is awarded a Service Award in the amount of $3,500.00.

As required in the Settlement Agreement, the combined total of the awarded costs, attorneys' fees, and Service Awards does not exceed $2,000,000.00.

Class Counsel's costs and fees and Plaintiffs' Service Awards shall be paid pursuant to the timing requirements described in the Settlement Agreement.

The calculation for allocation of the Net Settlement Fund is approved as fair, reasonable, and adequate. Any modification or change to the calculation for allocation of the Net Settlement Fund that may hereafter be approved shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

Without affecting the finality of this Judgment, the Court retains jurisdiction for purposes of implementing the Settlement Agreement and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement, as may from time to time be appropriate, and resolution of any and all disputes arising thereunder.

THIS ACTION IS HEREBY DISMISSED WITH PREJUDICE.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Lydia K. Griggsby
United States District Judge