

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AMINATA MANSARAY, on behalf of  
herself and all others similarly situated,

*Plaintiff,*

v.

TD BANK, N.A.,

*Defendant.*

Case No. 2:22-cv-5039-AB

**FINAL APPROVAL ORDER**

This matter, having come before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement with Defendant TD Bank, N.A. (hereafter "Defendant"), and the Court, having considered all papers filed and arguments made with respect to the settlement, having granted preliminary approval to the settlement by Order of October 31, 2024, ECF 86, and being fully advised finds that:

1. On April 28, 2025, the Court held a final approval hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received no objections to the settlement.

2. Notice to the Settlement Class<sup>1</sup> required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Order Preliminarily Approving Class Settlement and Directing Notice to Settlement Class Members, ECF 86. Such notice was given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the

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<sup>1</sup> Capitalized terms are defined in Section II of the parties' Settlement Agreement and Release ("Agreement"). ECF 84-2.

dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3. Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

4. The terms of the parties’ settlement agreement, ECF 84-2, are incorporated fully into this Order by reference. The Court finds that the terms of the settlement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each class member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the settlement agreement.

8. The Court finds that it is in the best interests of the parties and the Settlement Class and consistent with principles of judicial economy that any dispute between any class member (including any dispute as to whether any person is a class member) and any released party which, in any way, relates to the applicability or scope of the settlement agreement or this Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Defendant on behalf of the following class:

All persons with a residential mortgage loan with TD Bank, N.A., in the calendar years 2020 or 2021, (a) to whom, at any time from October 2020 through June 2021, TD Bank mailed a mortgage statement fewer than seven (7) calendar days prior to the due date of their residential mortgage loan payment; (b) who, at any time from October 2020 through July 2021, TD Bank furnished to one or more Consumer Reporting Agencies as having made a late mortgage loan payment; and (c) who submitted a dispute to a Consumer Reporting Agency regarding a mortgage loan payment on their TD residential mortgage loan having been incorrectly furnished as late, which dispute the Consumer Reporting Agency sent to TD Bank. Excluded from the Settlement Class are TD Bank and any judge to whom this Action is or has been assigned.

10. The settlement agreement submitted by the parties for the class is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the class. The settlement agreement, including the monetary and injunctive relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. As agreed by the parties in the settlement agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the settlement agreement.

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Participating Settlement Class Member is enjoined and

permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims.

13. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards \$135,000.00 as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

14. Upon consideration of the application for an individual settlement and service award, the Plaintiff Aminata Mansaray is awarded the sum of two thousand five hundred dollars (\$2,500), to be paid from the Settlement Fund, for the services they have performed for and on behalf of the Class.

15. Neither this Order nor the Agreement shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims. This Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The final approval of the Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

16. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Class for any suit, action, proceeding or dispute arising out of or relating to this

Order, the Agreement or the applicability of the Agreement. Without limiting the generality of the foregoing, any dispute concerning the Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Participating Settlement Class Member in which the provisions of the Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Participating Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

18. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

19. Kristin Lenoir McCann, *see* Declaration of Frank Barkhan, ECF 93-3 at ¶ 5, has validly excluded herself from the Settlement Class in accordance with the provisions of the Agreement and the Court's Order Preliminarily Approving Class Settlement and Directing Notice to Settlement Class Members and is thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the

merits of any issue in this case, Kristin Lenoir McCann may not invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Defendant in connection with the claims settled by the Settlement Class.

Dated: 4/28/25

BY THE COURT:

s/ANITA B. BRODY, J.  
HONORABLE ANITA BRODY  
UNITED STATES DISTRICT JUDGE