

Exhibit

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SETTLEMENT AGREEMENT AND RELEASE

Daniel Asiedu v. Garden Savings Federal Credit Union et al.,

**Superior Court of New Jersey
Law Division: Essex County**

Docket No. ESX-L-3570-15

PREAMBLE

This Settlement Agreement and Release (the "Agreement") is entered into by and among Plaintiff Daniel Asiedu ("Named Plaintiff") and all those on whose behalf he is prosecuting the Action (defined below) that are the subject of this Agreement (each of them a "Class Member" and all of them collectively the "Class"), on the one hand, and Defendant Garden Savings Federal Credit Union ("Defendant"), on the other hand, as of the date executed below. All references in this Agreement to a "Party" or the "Parties" shall refer to a party or the parties to this Agreement.

RECITALS

A. On March 20, 2015, Named Plaintiff Daniel Asiedu filed a putative class action complaint ("Complaint") in the Superior Court of New Jersey, Middlesex County, entitled *Daniel Asiedu v. Garden Savings Federal Credit Union, et al.*, Docket No. MID-L-01760-15. The Complaint alleges violations of the New Jersey Consumer Fraud Act and the New Jersey Commercial Code, N.J.S.A. 12A:9-610, 12A:9-611, 12A:9-614, 12A:9-623, and 12A:9-625, based on Defendant's alleged failure to provide statutorily-required notice prior to the repossession and repossession sale of vehicles.

B. On May 7, 2015, the Parties executed a Consent Order to transfer venue to Essex County, which was granted on May 20, 2015. The Action (defined below) was then assigned Docket No. ESX-L-3570-15.

C. On or around August 21, 2015, Defendant filed an Answer to the Complaint, denying all allegations therein. The Parties then engaged in an extended period of discovery.

D. On August 20, 2019, Named Plaintiff filed a Motion to Certify Class. The Court granted the Motion on February 20, 2020, appointing Daniel Asiedu as Class Representative; and appointing Keefe Law Firm together with The Law Office of Jonathan Rudnick, LLC as Class Counsel.

E. After Certification, the parties conducted several in-person and remote arms-length mediation sessions with the Hon. Frank A. Buczynski, J.Ch. (ret.).

F. On January 10, 2025, Defendant filed a Motion for Summary Judgment. Additionally, the Court scheduled trial for March 24, 2025.

G. During the pendency of the Motion and before the trial date, The Hon. Stephen L. Petrillo conducted several arms-length in-person and telephonic settlement conferences, which resulted in the proposed resolution of this matter.

H. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Action (defined below), and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action. Nothing contained

in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

I. Named Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Action for his own and the Class's mutual and common behalf, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiff does not in any way concede the claims alleged in the Action lack merit or are subject to any defenses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

1. **DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) "Action" shall mean the litigation in the Superior Court of New Jersey, Essex County, entitled *Daniel Asiedu v. Garden Savings Federal Credit Union, et al.*, Docket No. ESX-L-3570-15, including all allegations raised in the Complaint and any other documents filed in this matter.

(b) "Bar Date to Object" shall be the date set by the Court as the deadline for Class Members to file an Objection and shall be sixty (60) days after the date the Notice (defined below) must be sent to the Class Members.

(c) "Bar Date to Opt-Out" shall be the date set by the Court as the deadline for Class Members to opt out and shall be sixty (6) days after the date the Notice (defined below) must be sent to the Class Members.

(d) "Class" shall mean and consist of all persons or entities who obtained a vehicular loan and security agreement with Defendant and whose vehicle was repossessed by Defendant and/or its agents, servants and/or employees between March 20, 2009 and March 20, 2015.

Excluded from the Class are persons or entities that timely and validly request exclusion from the Class pursuant to the Preliminary Approval Order, Garden Savings Federal Credit Union, the legal representatives, heirs, successors, and assigns of Garden Savings Federal Credit Union, and any entity that Garden Savings has a controlling interest.

(e) "Class Counsel" shall mean John E. Keefe, Jr., Esq. of Keefe Law Firm; and Jonathan S. Rudnick, Esq. of The Law Office of Jonathan Rudnick, LLC.

(f) "Class Member(s)" shall mean all person or entities who obtained a Vehicular Loan and Security Agreement with Defendant and whose vehicle was repossessed by Defendant and/or its agents, servants and/or employees between March 20, 2009 and March 20, 2015.

Excluded as a Class Member(s) are persons or entities that timely and validly request exclusion from the Class pursuant to the Preliminary Approval Order, Garden Savings Federal Credit Union, the legal representatives, heirs, successors, and assigns of Garden Savings Federal Credit Union, and any entity that Garden Savings has a controlling interest.

- (g) "Class Representative" shall mean Daniel Asiedu.
- (h) "Common Fund" shall mean the sum of the value of Settlement Fund and the value of any equitable, or non-monetary relief, including the value of Garden Savings' relinquishment of deficiency balances.
- (i) "Costs of Notice" shall mean any and all costs and expenses incurred in providing notice to Class Members as provided in this Agreement. "Costs of Notice" do not include and are not considered part of Class Counsel's attorneys' fees, costs and expenses.
- (j) "Court" shall mean the Superior Court of New Jersey, Essex County.
- (k) "Defendant's Counsel" shall mean Eric T. Evans, Esq. and Peter F. Siachos, Esq. of Gordon Rees Scully Mansukhani, LLP and Carol Cobb, Esq. of Litchfield Cavo, LLP.
- (l) "Effective Date" shall be the date of entry of the Final Approval Order (defined below), provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) forty six (46) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; (2) if appeals are taken from the Final Approval Order, then ten (10) days after an Appellate Court ruling affirming the Final Approval Order; or (3) ten (10) days after entry of a dismissal of the appeal.
- (m) "Email/Postcard Notice" shall refer to the short form of the Long Form Notice (defined below) that shall be sent by email to Class Members, in the form attached hereto as **Exhibit 2**.
- (n) "Exclusion Letter" shall mean a letter by a Class Member who elects to opt out of this Agreement.
- (o) "Final Approval Hearing Date" shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.
- (p) "Final Approval Order" shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.
- (q) "Final Report" shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 7, below.
- (r) "Long Form Notice" shall mean the notice that shall be posted to the Settlement Website in the form attached as **Exhibit 1**.

(s) "Motion for Final Approval" shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below, seeking the Final Approval Order.

(t) "Motion for Award of Fees, Costs, and Service Award" shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below.

(u) "Net Settlement Fund" shall mean the net amount of the Settlement Fund after payment of Court approved attorneys' fees, costs and expenses, any service award allowed by the Court, and any fees, costs and expenses paid to the Settlement Administrator.

(v) "Notice" or "Notices" shall mean, collectively: the Email/Postcard Notice and the Long Form Notice.

(w) "Preliminary Approval/Notice Order" shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of Notice to Class Members, as provided in Section 4, below.

(x) "Settlement Administration Costs" shall mean all costs and expenses incurred in administering the Settlement of the Class, including, but not limited to the Settlement Administrator's fees, costs and expenses. "Settlement Administration Costs" do not include and are not considered part of Class Counsel' fees, costs or expenses.

(y) "Settlement Administrator" shall mean the entity that will provide the notice and other administrative handling of this Settlement Agreement.

(z) "Settlement Fund" shall mean the amount of Four Million One Hundred Twenty Thousand Dollars (\$4,120,000.00), to be paid by Defendant under the terms of this Agreement.

2. CLASS ACTION SETTLEMENT. The Court has previously certified the Class. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. No party shall reference this Agreement in support of any subsequent motion relating to certification of a class.

3. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to promptly seek Preliminary Approval/Notice Order. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, and the requirement that the Notice be given to the Class Members as provided in Section 4, below (or as otherwise determined by the Court).

4. NOTICE TO THE CLASS.

(a) The Settlement Administrator shall provide notice to all Class Members as specified below and as approved by the Court in the Preliminary Approval/Notice Order.

(b) Within ten (10) days after Preliminary Approval, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for any of the Class Members. Within thirty (30) days after Preliminary Approval, the Settlement Administrator shall email the Email/Postcard Notice to each such Class Member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for class members, update its database with these emails, and resend the Email/Postcard Notice. The Email/Postcard Notice shall inform Class Members how they may review and/or request a copy of the Long Form Notice.

(c) Within ten (10) days after entry of Preliminary Approval, Defendant shall provide the Settlement Administrator with the most recent postal addresses it has for all Class Members. Within thirty (30) days after Preliminary Approval, the Settlement Administrator shall mail the Email/Postcard Notice to Class Members by first class United States mail to the best available mailing addresses. The Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Postcard Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall use standard skip tracing devices (and/or perform iDi Core research) to obtain forwarding address information and, if the process yields a different forwarding address, the Settlement Administrator shall re-mail the Email/Postcard Notice to the new address identified, as soon as reasonably practicable after the receipt of the returned mail. The Postcard Notice shall inform Class Members how they may review and/or request a copy of the Long Form Notice.

(d) The Long Form Notice shall be posted on the settlement website created by the Settlement Administrator.

(e) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Email/Postcard Notice was sent and any Email/Postcard Notices that were not delivered by mail and/or email. A summary report of the Notices shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notices shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement and shall not be used for any other purposes.

(f) The Email/Postcard Notice and Long Form Notice shall be in forms approved by the Court and, substantially similar to the forms attached hereto as Exhibits 1 and 2. The parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

(g) All Costs of Notice and all Settlement Administration Costs shall be paid out of the Settlement Fund.

(h) Plaintiff shall retain (with Defendant's consent) Atticus Administration LLC to serve as the Settlement Administrator.

5. **MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS AND SERVICE AWARD.** No later than forty-five (45) days after Email/Postcard Notice is sent to the Class Members, Class Counsel shall file a Motion for Final Approval and a Motion for Fees, Costs, and Service Award, so that same can be heard on the Final Approval Hearing Date.

6. **ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

7. **THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) **Payments to Class Members.** Within thirty five (35) days after the Effective Date, Defendant shall transfer the Settlement Fund to the Settlement Administrator. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsels' fees, costs and expenses; (b) any service award payment to the Named Plaintiff; (c) costs associated with administering the Notices in accordance with Section 4, above; (d) any fees paid to the Settlement Administrator for services rendered in connection with the administration process; and any funds paid to Class Members. Defendant shall not make any additional or further contributions to the Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement fails to become effective or is terminated by either party for any reason, including pursuant to Section 13, below, the portion of the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator or due and owing to the Settlement Administrator in connection with the settlement provided for herein, shall be returned to Defendant's Counsel within ten (10) days.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

(i) **Payments to Class Members.** Of the Net Settlement Fund, one hundred percent (100%) is allocated to the Class. Based on this allocation, payments from the Net Settlement Fund shall be calculated as follows:

- (1) Class Members shall be entitled to receive a cash payment from the Net Settlement Fund equal to the sum of: 1) ten percent (10%) of the subject Vehicular Loan and Security Agreement Principal; and 2) the Vehicular Loan and Security

Agreement's total Finance Charge ("Individual Payment"). These remedies are based upon the compensatory liquidated remedies contained within New Jersey's Uniform Commercial Code. As such, the payments shall be treated as compensatory and not considered penalties. Should the sum of Individual Payments to all Class Members exceed the amount of the Net Settlement Fund, payment to Class Members shall be paid on a *pro rata* basis.

- (2) Individual Payments shall be made no later than twenty (20) days after receipt of the Settlement Fund by the Claims Administrator, as follows:

- (a) Class Members shall be sent a check by the Settlement Administrator at the address used to provide Email/Postcard Notice, or at such other address as designated by the Class Member. A Class Member shall have sixty (60) days to negotiate the check. Any checks uncashed after sixty days shall be cancelled by the Settlement Administrator and the total amount of such checks distributed pursuant to Section 10.

(ii) Plaintiff's Fees and Costs. Class Counsel's reasonable attorneys' fees, costs and expenses, as determined and approved by the Court, shall be paid from the Settlement Fund within twenty (20) days of the Claims Administrator receiving the Settlement Fund. Class Counsel may opt to structure their fee through a non-qualified assignment. Class Counsel shall apply for an award of attorneys' fees of up to one-third (33 1/3 %) of the Common Fund, plus reimbursement of litigation costs and expenses, to be approved by the Court. Defendant agrees not to oppose an application for attorneys' fees of up to one-third (33 1/3 %) of the Common Fund but reserves the right to oppose an application for fees more than that amount. Should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees, costs and expenses to Defendant; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court.

(iii) Service Award. Subject to Court approval, Named Plaintiff shall be entitled to receive a service award of up to Twenty Five Thousand Dollars (\$25,000) for his role and active participation as the Named Plaintiff and Court-appointed Class Representative. The Service Award shall be paid within twenty (20) days of the Claims Administrator receiving the Settlement Fund.

(iv) Settlement Administrator's Fees. The Settlement Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid as follows: fifty percent (50%) within

fifteen (15) days after Preliminary Approval; and the remaining balance upon receiving the Settlement Fund.

(v) In no event shall any portion of the Settlement Fund revert to Defendant.

8. EQUITABLE, AND/OR NONMONETARY RELIEF

(a) Defendant agrees to relinquish any claim to any deficiency balances on the Class Member's Account, which globally amounts to Two Million One Hundred Three Thousand Eight Hundred Ten Dollars and Fifty Six Cents (\$2,103,810.56) in charge-off balances.

(b) Pursuant to Order of the Court dated July 15, 2025, Garden Savings Federal Credit Union and/or the Settlement Administrator will not issue or cause to be issued a Form 1099C or other report to the Internal Revenue Service with respect to the relinquishment of any deficiency balances. Further, this agreement and these relinquishments are the settlement of a bona fide dispute and/or contested liability between the Parties over the deficiency balances and that this resolution does not involve the discharge or cancellation of any debt.

(c) Likewise, neither the Settlement Administrator (nor Garden Savings Federal Credit Union) will issue a 1099 for the cash payments to the Class Members.

(d) Defendant shall cease any collection or enforcement actions or efforts regarding any deficiency balances.

(e) Each party acknowledges, understands and agrees that: (a) no other party is providing any tax, accounting or legal advice to it, the Class or any Class Member and that none of the other parties makes any representation regarding tax obligations or consequences related to or arising from this Agreement; and (b) such party assumes sole liability and responsibility for his or its federal, state and/or local tax obligations or consequences that may arise from or relate to this Agreement and that it will not seek any indemnification from or otherwise seek to impose any liability on any other party in regard thereto. Additionally, it is the responsibility of any party or Class Member to seek independent tax and legal advice about the tax treatment of this Agreement and the payments and benefits that may be made or provided under this Agreement.

(f) Defendant shall submit a request for the deletion of the trade line(s) to Experian, Equifax, Trans Union and any other Credit reporting Agency ("CRA") regarding any repossession subject to this Agreement within ninety (90) days of the Effective Date. The Parties acknowledge and agree that: (i) the CRAs are independent entities that are not affiliated with Defendant; (ii) Defendant cannot and does not control whether, when, or how the CRAs will act upon the request for deletion of the trade line; (iii) Defendant is not responsible for ensuring or compelling the CRAs' action in response to the request for deletion of the trade line; and (iv) Defendant shall not be liable to Plaintiff or Class Members for the failure of a CRA to delete the trade line and that no cause of action can or will be stated against Defendant, including any for breach of this Agreement as a result. The Parties further acknowledge and agree that Defendant shall

not be liable to Plaintiff and Class Members under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, the Fair Credit Extension Uniformity Act, 73 Pa. C.S. § 2270.1 *et seq.*, or any similar law for any action taken pursuant to this Agreement. The Parties further acknowledge and agree that if the trade line is not deleted by any CRA or if it reappears on Plaintiff or Class Member's credit report at any CRA that Defendant shall renew its request to delete the trade line within thirty (30) days of being notified.

9. THE SETTLEMENT ADMINISTRATOR.

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be subject to the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

(d) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(f) Within one hundred forty (140) days after the Effective Date or such other date as required by the Court, the Settlement Administrator shall prepare a declaration setting forth the total payments issued to Class Members by the Settlement Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Settlement Administrator. Defendant shall provide a declaration confirming credits were issued as calculated by the Settlement Administrator.

(g) The Settlement Administrator shall establish a website to post the Long Form Notice, the request for Preliminary Approval, the Motion for Final Approval, the Complaint and any other documents required to be posted by the Court. Subject to availability or by subsequent mutual agreement by counsel, the name of the website shall be www.GardenSavingsRepossessionSettlement.com

(h) The Settlement Administrator shall calculate payments from the Settlement Fund to be issued to Class Members based on data provided by Defendant. The Settlement Administrator shall provide its proposed payment amounts to Class Members to Counsel prior to issuance of such payments; and such payments shall not issue without written confirmation by counsel.

(i) The Settlement Administrator shall provide the parties with a weekly report setting forth: Notices sent, returned Notices, communications from Class Members, Opt Outs and Objections, visits to the settlement website, the total payments issued to Class Members by the Settlement Administrator and the total amount of any checks uncashed and/or returned.

10. **CY PRES PAYMENT.** Within one-hundred twenty (120) days after the Effective Date, the Settlement Administrator shall determine the total amount of uncollected funds remaining in the Settlement Fund (the "Residual Fund"). The Settlement Administrator shall distribute the Residual Funds in a second distribution to Class Members who cashed checks in the first round of distribution, if the average Class Member check amount in the second distribution would equal or exceed \$5.00 after deducting the costs of a second distribution from the Settlement Fund. Any second distribution will be made in the same manner as the first distribution. The Settlement Administrator shall pay any remaining Residual Funds (i.e. after the second distribution is made (or determined infeasible) and any supplemental award is paid to Class Counsel) shall be paid on a *cy pres* basis equally to the Children's Specialty Hospital of New Brunswick and Big Brothers Big Sisters of Coastal and Northern, NJ, or to another *cy pres* charity chosen by the Court in the Final Approval Order.

11. **OPT-OUTS.**

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail or email to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked if sent by mail or sent if by email on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, the Class Member's telephone number and address, state that the Class Member wishes to exclude himself or herself from the Agreement and shall be signed and dated.

(b) Any attempt to exclude or opt-out by notice to the Clerk of the Court, the Court, or any other person or entity other than the Settlement Administrator shall be of no effect.

(c) As set forth above, the Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including

the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) days' written notice.

12. OBJECTIONS.

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator, Class Counsel and Defense Counsel. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with the Action;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Class Member intends to appear at the Final Approval Hearing through counsel, the name, address and telephone number of the actual counsel who will appear must be provided with the objection. Unless expressly allowed by the Court, the objector or its counsel must appear in person if the objector or its counsel intends to be heard at the Final Approval Hearing.

(iv) All objections must be signed by the Class Member, including any Class Member represented by an attorney.

13. RELEASE BY PLAINTIFF AND CLASS MEMBERS. Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of himself and each of the Class Members, hereby releases and forever discharges Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Named Plaintiff and the Class Members who do not opt out now have, own, or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Action.

14. RELEASE BY DEFENDANT. Except as to the rights and obligations provided for under the terms of this Agreement, Defendant hereby releases and forever discharges Plaintiff and any Class Member, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Defendant now has, owns, or holds against the Plaintiff or any Class Member that arise out of and/or relate to the facts and claims alleged in the Action. The Parties acknowledge that this Release applies to the vehicular loan and security agreements at issue in this Action and shall not apply to any other loan or other credit obligations owed to Defendant.

15. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 3, above;

(ii) The Court has entered the Final Approval Order as required by Section 6, above, and all objections, if any, to such order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all the conditions specified in Section 15(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if fifteen percent (15%) or more Class Members Opt-Out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated or fails to become effective pursuant to Sections 15 (a), (b), and/or (c) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

16. REPRESENTATIONS.

(a) The parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all its terms and the legal consequences thereof.

The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiff, on behalf of the Class Members, represents that he has made such inquiry into the terms and conditions of this Agreement as he deems appropriate, and that by executing this Agreement, he, based on Class Counsel's advice, and his understanding of the case, believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiff represents that he has no knowledge of conflicts or other personal interests that would in any way impact his representation of the class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

17. **FURTHER ASSURANCES.** Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

18. **PUBLICITY.** The parties and Class Counsel agree that they will not notify any member of the media regarding the terms and conditions of this Agreement and shall not issue a press release, or post or disseminate the terms of this Agreement on any social media or website, including Class Counsel's website. In response to media or any other inquiries, Class Counsel shall refer to the Settlement Administrator's website or publicly filed documents. Notwithstanding the foregoing, Class Counsel may publicize in general terms that they achieved a \$4.1 million recovery in a class action lawsuit against a financial institution or other variations of that statement.

19. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of New Jersey.

20. **NO ORAL WAIVER OR MODIFICATION.** No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether similar or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

21. **ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the parties pertaining to the subject matter hereof, and fully supersedes all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the

subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

22. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

23. SEVERABILITY. In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

24. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

25. NOTIFICATION. Any notice to be given to Class Counsel and/or Named Plaintiff shall be sent by email as follows:

John E. Keefe, Jr. Esq.
KEEFE LAW FIRM, LLC
2 Bridge Avenue
Bldg. 6, Floor 2, Suite 623
Red Bank, New Jersey 07701
jkeefe@keefe-lawfirm.com
-And-

Jonathan Rudnick, Esq.
THE LAW OFFICE OF JONATHAN RUDNICK, LLC
788 Shrewsbury Avenue
Building 2, Suite 204
Tinton Falls, New Jersey 07724
jonr@jonrudlaw.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Eric T. Evans, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
677 King Street, Suite 450
Charleston, SC 29403
eevans@grsm.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: 10/7/2025

Named Plaintiff Daniel Asiedu,
on behalf of himself and those he represents

By:  _____
Daniel Asiedu
Named Plaintiff

Dated: _____

Garden Savings Federal Credit Union

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP
Eric T. Evans, Esq.

By: _____
Eric T. Evans, Esq.
Attorneys for Defendant
Garden Savings Federal Credit Union

Dated: _____

KEEFE LAW FIRM, LLC
John E. Keefe, Jr., Esq.

By: _____

Attorneys for Named Plaintiff Daniel Asiedu

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: _____

Named Plaintiff Daniel Asiedu,
on behalf of himself and those he represents

By: _____

Daniel Asiedu
Named Plaintiff

Dated: October 30, 2025

Garden Savings Federal Credit Union

Signed by:
Michael Powers
89C8EFD80DC4DD...

Name: Michael Powers

Title: President & CEO

APPROVED AS TO FORM:

Dated: 10/9/2025

GORDON REES SCULLY MANSUKHANI, LLP
Eric T. Evans, Esq.

DocuSigned by:
Eric Evans
98BACAC7EE4D4C3

Eric T. Evans, Esq.
Attorneys for Defendant
Garden Savings Federal Credit Union

Dated: 10/8/2025

KEEFE LAW FIRM, LLC
John E. Keefe, Jr., Esq.

Signed by:
John E. Keefe, Jr.
2A8Z44CA9C55444

Attorneys for Named Plaintiff Daniel Asiedu

Dated: 10/8/2025

THE LAW OFFICE OF JONATHAN RUDNICK, LLC
Jonathan Rudnick, Esq.

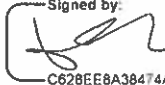
By:  C628EE8A38474A5
Attorneys for Named Plaintiff Daniel Asiedu

Exhibit 1

Daniel Asiedu,
individually and on behalf of all others similarly situated

v.

Garden Savings Federal Credit Union, et al.

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!**

**IF YOU HAVE OR HAD A FINANCE AGREEMENT WITH GARDEN
SAVINGS FEDERAL CREDIT UNION ("DEFENDANT") AND YOU HAD
YOUR MOTOR VEHICLE REPOSSED BY DEFENDANT
BETWEEN MARCH 20, 2009 AND MARCH 20, 2015, THEN YOU MAY BE
ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT**

The Superior Court of New Jersey, Essex County has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you do nothing, you will receive a payment and/or Defendant shall relinquish any deficiency balance from your Finance Agreement from the Settlement Fund so long as you do not opt out of or exclude yourself from the settlement (described in the next box).
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the settlement or "opt out." This means you choose not to participate in the settlement. You will keep your individual claims against Defendant but you will not receive a payment and/or Defendant will not relinquish any deficiency balance from your Finance Agreement. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, then you will receive a payment and/or Defendant will relinquish any deficiency balance from your Finance Agreement, and you will not be able to sue Defendant separately for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is *Daniel Asiedu v. Garden Savings Federal Credit Union, et al.*, Docket No. ESX-L-3570-15, in the Superior Court of New Jersey, Essex County. This case is a “class action.” The “Named Plaintiff” (Daniel Asiedu) asserted claims against Defendant (Garden Savings Federal Credit Union) for violations of the New Jersey Commercial Code and the New Jersey Consumer Fraud Act, alleging that the repossessions, and/or their sales after repossessions, violated statutory notice and disclosure requirements. After much litigation, the Court certified the case as a “class action,” which means that the Named Plaintiff is acting on behalf of individuals or entities who had finance agreements with Defendant and subsequently had their motor vehicles repossessed by Defendant.

The Named Plaintiff’s Complaint is posted on the settlement website [website address] and contains all of the claims asserted against Defendant. Defendant does not deny it repossessed the motor vehicle complained of by the Named Plaintiff but contends it did so properly and in accordance with all statutory requirements and other applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Named Plaintiff or any Class Member.

2. Why did I receive Notice?

If you received an email or postcard Notice it is because Defendant’s records indicate that you had a motor vehicle repossessed by Defendant pursuant to a Finance Agreement between March 20, 2009 and March 20, 2015. The Court directed that this Notice be provided to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiff’s and his lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Named Plaintiff’s lawyers, known as Class Counsel, make this recommendation to the Named Plaintiff. The Named Plaintiff has the duty to act in the best interests of the Class as a whole and, in this case, it is their belief, as well as Class Counsels’ opinion, that this settlement is in the best interest of all Class Members.

There is legal uncertainty about whether a judge or a jury would find that Defendant committed a statutory violation or otherwise violated applicable law when it performed the repossessions challenged in this Action. And even if there were violations of applicable law, there is uncertainty about whether the Named Plaintiff’s claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiff was to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take

years of litigation before any payments would be made. By settling, the Class Members will avoid these, and other, risks and the delays associated with continued litigation.

After ten (10) years of hard-fought litigation, and extensive mediation and settlement negotiations, Class Counsel recommended that the Named Plaintiff enter into the settlement. While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

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

If you received an email or postcard notice, then Defendant's records indicate that you are a Class Member who is entitled to receive the benefits from this Settlement.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive the benefits from the Settlement (described below); (2) exclude yourself from the Settlement ("opt out" of it); or (3) participate in the Settlement but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

The deadline for sending a letter to exclude yourself from or opt out of the settlement is _____.

The deadline to file an objection with the Court is also _____.

If you do nothing, then you will get a payment and/or Defendant will relinquish any deficiency balance from your Finance Agreement.

7. How do I decide which option to choose?

You may choose to accept the settlement, receive the cash payment, and have your credit repaired. If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement may not be approved and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the Settlement is approved, then you will still receive the benefits from the settlement.

Again, if you want to participate in the Settlement, then you don't have to do anything; you will receive a payment and debt forgiveness, if the settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide Preliminary Approval of the Settlement, which is why you received a Notice. The Court will make a final decision regarding the Settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for _____.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Class Counsel is seeking Court approval of a settlement valued at over \$6.2 Million. Defendant has agreed to create a cash Settlement Fund of \$4,120,000.00; and to relinquish any deficiency balances from Class Members, which collectively are valued at \$2,103,810.56.

As discussed separately below, attorneys' fees, litigation costs and expenses, representative service award, and the fees, costs and expenses paid to a third-party Settlement Administrator to administer the settlement (including mailing and emailing notice to Class Members) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class Members as described in the settlement agreement.

10. How much of the settlement fund will be used to pay for attorney fees and costs?

At the Fairness Hearing, Class Counsel will request an award of attorneys' fees of not more than one-third of the Common Fund. The Common Fund is the sum of the Settlement Fund, and the value of any equitable relief, including Defendant's relinquishment of deficiency balances and any other benefits to the Class. Class Counsel will also request that it be reimbursed for litigation costs and expenses incurred in prosecuting the case. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

You may review a physical copy of the fee application at the website established by the Settlement Administrator, [insert website] (for free), or by requesting a copy from the Settlement Administrator.

11. How much of the settlement fund will be used to pay the Named Plaintiff a Service Award?

Class Counsel will request Court approval that the Named Plaintiff be paid a service award in the amount of \$25,000.00 for his work in connection with this case. The Named Plaintiff initiated the lawsuit, actively participated in the litigation, and appeared in Court with Class Counsel.

12. How much will my payment be?

The balance of the Settlement Fund (after attorneys' fees, costs and expenses, the service award and the Settlement Administrator's fees, costs and expenses) will be divided proportionately among all

Class Members according to the amount equal to 10% of the principal plus the total finance charges of each Class Members' loan.. The Settlement Administrator shall not issue a 1099-MISC Form to you in connection with the cash payment to you. It is your responsibility to seek independent tax and legal advice about the tax treatment of any payments and benefits that may be made or provided under this Settlement.

13. Do I have to do anything if I want to participate in the Settlement?

No. If you received a Notice, then you will be entitled to receive a payment without having to make a claim, unless you choose to exclude yourself from the settlement, or "opt out." The Settlement Administrator will mail a check to your address.

14. When will I receive my payment?

The Court will hold a Fairness Hearing on _____, at _____ to consider whether the Settlement should be approved. If the Court approves the Settlement, then payments should be made within 60 days after the Settlement is approved. However, if someone objects to the Settlement, and the objection is sustained, then there is no Settlement. Even if all objections are overruled and the Court approves the Settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the settlement?

If you do not want to receive the benefits from this Settlement, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or "opt out" from the settlement.

To opt out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say "I hereby elect to be excluded from the settlement in the *Daniel Asiedu v. Garden Savings Federal Credit Union, et al.* class action." Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt out request must be postmarked by _____, if sent by mail and sent by _____ if emailed. The address to send the request to opt out is as follows:

Daniel Asiedu v. Garden Savings Federal Credit Union et al. Settlement Administrator
Attn: NAME OF SETTLEMENT ADMINISTRATOR
MAIL AND EMAIL ADDRESS OF THE SETTLEMENT
ADMINISTRATOR

16. What happens if I opt out of the settlement?

If you opt out of the settlement, you will preserve and not give up any of your rights to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive any benefits from this Settlement.

17. If I exclude myself, can I obtain a payment?

No. If you exclude yourself, you will not be entitled to a payment.

OBJECTING TO THE SETTLEMENT

18. How do I notify the Court that I do not like the settlement?

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself (opt out) from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document to the Settlement Administrator, Class Counsel **and** Defense Counsel at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the factual and legal reasons why you object, and whether you intend to appear at the hearing. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature, even if you are represented by an attorney. If you are represented by an attorney, you must include their name(s), address(es), telephone number(s) and email address(es). Unless otherwise permitted by the Court, you and/or your counsel must appear in-person at the Final Approval Hearing to be heard. Remote appearances are not permitted.

All objections must be post-marked no later than [Insert Date].

SETTLEMENT ADMINISTRATOR

Daniel Asiedu v. Garden Savings Federal Credit Union et al. Settlement
Administrator

Attn: NAME OF SETTLEMENT ADMINISTRATOR
ADDRESS OF THE SETTLEMENT ADMINISTRATOR

19. What happens if I object to the settlement?

If the Court sustains your objection, or the objection of any other Class Member, then there may be no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement.

20. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to the benefits from the settlement if the settlement is approved, but you will release claims you might have against Defendant. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a benefits from the settlement or release claims you might have against Defendant for the claims alleged in this lawsuit.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval or Fairness Hearing at ___ on ___, 2025 at the Superior Court of New Jersey, Essex County, Essex County Historic Courthouse, 470 Dr. Martin Luther King, Jr. Blvd., Newark, NJ 07102, Courtroom of the Honorable Stephen L. Petrillo, J.S.C. At this hearing, the Court will consider 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 award Class Counsel for attorneys' fees, costs expenses or the Named Plaintiff for a service award.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, you do not need to be present for the Court to consider it.

23. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 18, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing." Unless otherwise permitted by the Court, you and/or your counsel must appear in-person at the Final Approval Hearing to be heard. Remote appearances are not permitted.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Class Members.

25. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [WEBSITE] or by requesting copies from the Settlement Administrator.

For additional information about the Settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Daniel Asiedu v. Garden Savings Federal Credit Union et al. Settlement Administrator
Attn: NAME OF SETTLEMENT ADMINISTRATOR
MAIL AND EMAIL ADDRESS OF THE SETTLEMENT ADMINISTRATOR

For more information you also can contact the Class Counsel as follows:

John E. Keefe, Jr. Esq.
KEEFE LAW FIRM, LLC
2 Bridge Avenue
Bldg. 6, Floor 2, Suite 623
Red Bank, New Jersey 07701
jkeefe@keefe-lawfirm.com

-And-

Jonathan Rudnick, Esq.
THE LAW OFFICE OF JONATHAN RUDNICK, LLC
788 Shrewsbury Avenue
Building 2, Suite 204
Tinton Falls, New Jersey 07724
jonr@jonrudlaw.com

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT
CONCERNING THIS NOTICE OR THE SETTLEMENT.***

Exhibit 2

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You are a member of the settlement class in *Daniel Asiedu v. Garden Savings Federal Credit Union et. al.*, in which Plaintiff alleges that Defendant Garden Savings Federal Credit Union (“Defendant”) improperly repossessed and/or sold certain motor vehicles in violation of applicable statutes from March 20, 2009 to March 20, 2015. If you are a Class Member and if the Settlement is approved, you may be entitled to receive a cash payment from the Settlement Fund and relinquishment of any deficiency balance from your Finance Agreement with Defendant.

The Court has preliminarily approved this Settlement. It will hold a Final Approval Hearing in this case on [PARTIES TO INSERT DATE]. At that hearing, the Court will consider whether to grant final approval to the settlement, and whether to approve Class Counsel’s attorneys’ fees, costs and expenses and a service award to the Plaintiff. If the Court grants final approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the Settlement.

If you do not want to participate in this Settlement, you do not want to receive any benefits from this Settlement or you do not want to be bound by any judgment entered in these cases—you may exclude yourself by emailing or mailing an opt-out request by no later than [PARTIES TO INSERT DATE].

If you want to object to this settlement because you think it is not fair, adequate, or reasonable, you may object by mailing a written objection postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the Settlement and the opt-out and objection procedures by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS].



Certificate Of Completion

Envelope Id: C27F566B-257B-4782-B752-3C05DC6FB9D0
Subject: Complete with Docusign: Asiedu Class Action Settlement Agreement - FINAL.pdf
Source Envelope:
Document Pages: 27
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Keefe Law Firm
2 Bridge Ave
Suite 623
Red Bank, NJ 07701
info@keefe-lawfirm.com
IP Address: 71.187.197.94

Record Tracking

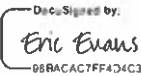
Status: Original
10/8/2025 7:59:48 AM
Holder: Keefe Law Firm
info@keefe-lawfirm.com

Location: DocuSign

Signer Events

Eric Evans
eevans@grsm.com
Security Level: Email, Account Authentication
(None)

Signature


DocuSigned by:
Eric Evans
98BACAC7FF434C3

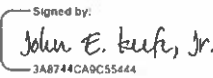
Signature Adoption: Pre-selected Style
Using IP Address: 63.148.73.230

Timestamp

Sent: 10/8/2025 8:05:21 AM
Viewed: 10/9/2025 6:44:12 AM
Signed: 10/9/2025 6:45:31 AM

Electronic Record and Signature Disclosure:
Accepted: 10/9/2025 6:44:12 AM
ID: 7e2ab8f1-6cd1-4424-94c8-9b73165552be

John E. Keefe, Jr.
jkeefe@keefe-lawfirm.com
Managing attorney
Security Level: Email, Account Authentication
(None)


Signed by:
John E. Keefe, Jr.
3AB744CA9C55443

Signature Adoption: Pre-selected Style
Using IP Address: 71.187.197.94
Signed using mobile

Sent: 10/8/2025 8:05:22 AM
Viewed: 10/8/2025 2:01:27 PM
Signed: 10/8/2025 2:01:38 PM

Electronic Record and Signature Disclosure:
Accepted: 2/5/2025 12:22:40 PM
ID: ccb19f1c-ea0d-4405-8b93-f14c9719e067

Jonathon Rudnick
jnr@jonrudlaw.com
Security Level: Email, Account Authentication
(None)


Signed by:
Jonathon Rudnick
C628EEBA28474A5

Signature Adoption: Drawn on Device
Using IP Address:
2600:1001:b142:b4f0:97b:18fa:543b:6a1e
Signed using mobile

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Resent: 10/8/2025 1:46:32 PM
Viewed: 10/8/2025 1:47:12 PM
Signed: 10/8/2025 1:47:48 PM

Electronic Record and Signature Disclosure:
Accepted: 10/8/2025 1:47:12 PM
ID: b7786f3a-c3c4-4dce-bdba-157566a022c8

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events Paul A DiGiorgio pdigiorgio@keefe-lawfirm.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/25/2025 8:46:28 AM ID: 3380e6ac-83a5-419a-8095-64514faaee6e	<div>COPIED</div>	Timestamp Sent: 10/8/2025 8:05:22 AM Viewed: 10/9/2025 7:08:56 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 8:05:22 AM
Envelope Updated	Security Checked	10/8/2025 1:46:31 PM
Certified Delivered	Security Checked	10/8/2025 1:47:12 PM
Signing Complete	Security Checked	10/8/2025 1:47:48 PM
Completed	Security Checked	10/9/2025 6:45:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Kelly Almeida (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Kelly Almeida:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kalmeida@keefe-lawfirm.com

To advise Kelly Almeida of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kalmeida@keefe-lawfirm.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Kelly Almeida

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kalmeida@keefe-lawfirm.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Kelly Almeida

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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