

DALE WELLS, *et al.*,
Plaintiffs,

vs.

CHEVY CHASE BANK, F.S.B., *et al.*,
Defendants.

IN THE
CIRCUIT COURT
FOR
BALTIMORE CITY
CASE NO. 24-C-99-000202

* * * * *

[PROPOSED] ORDER
PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR
NOTICE

WHEREAS, the parties to this Action have made application for an order preliminarily approving the settlement of the Action in accordance with a Settlement Agreement dated as of June 16, 2006 which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and,

WHEREAS, the Court has read and considered the Joint Motion for Preliminary Approval of the Proposed Settlement as well as the terms of the Settlement Agreement attached thereto; and,

WHEREAS, the Court has preliminarily determined that the terms of the Settlement Agreement are adequate, fair and reasonable, and were reached after arms' length negotiation between the parties; and,

WHEREAS, the Court has determined that the Notice provided for in the Settlement Agreement, and the proposed methods for dissemination of the Notice to the Settlement Class,

constitute the best possible Notice under the circumstances and comport with the requirements of due process and the Maryland Rules of Procedure:

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court preliminarily certifies, for the purposes of effectuating this settlement only, a Settlement Class defined as follows:

All cardholders who had a Chevy Chase-issued Visa or MasterCard credit card prior to January 16, 1996 in which Chevy Chase agreed the governing law would be Subtitle 9 of Title 12 of the Commercial Law Article of the Maryland Annotated Code and thereafter incurred any increased finance charges, late fees, or overlimit fees.

2. The Court does hereby preliminarily approve the Settlement Agreement and the terms of the settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

3. A hearing (the "Settlement Hearing") shall be held by this Court on 11/20/06, 2006 at 9:00 a.m., before the Honorable John M. Glynn at the Circuit Court for Baltimore City, 111 North Calvert Street, Baltimore, Maryland 21202, to determine whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, just, reasonable and adequate to the Settlement Class and should be approved by the Court; and whether the action should be dismissed with prejudice as provided for in the Settlement Agreement. The Court will also address counsels' fee petition and a motion for approval of cy pres recipients. The Court may adjourn the Settlement Hearing without further notice to Members of the Settlement Class.

4. The Court approves, as to form and content, the Notice of Settlement of Class Action (the "Notice") annexed as Exhibit A hereto, and finds that the mailing and distribution of the Notice substantially in the manner and form set forth in the Settlement Agreement meet the requirements of Maryland Rules, and due process, and is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all person entitled thereto.

(a) Not later than 8/28/06, 2006, (the "Notice Date"), the Settlement Administrator shall cause a copy of the Notice substantially in the form annexed hereto as Exhibit ____ to be mailed by first class mail to all Settlement Class Members who can be identified with reasonable effort as being Members of the Class; and

(b) Not later than 9/11/06, 2006, the Settlement Administrator shall serve on all counsel and file with the Court proof, by affidavit or declaration, of such mailing.

5. Any potential member of the Settlement Class may request to be excluded from the Settlement Class. Such Request for Exclusion must be postmarked on or before 10/30/06, 2006, and otherwise comply with the requirements set forth in the Notice. The Settlement Administrator will serve all Requests for Exclusion on all counsel immediately upon receipt of such requests and at least five (5) calendar days before the Settlement Hearing.

6. Any member of the Settlement Class may enter an appearance in the Action, at his, her or its own expense, individually or through counsel of their own choice. If no appearance is entered, any such member will be represented by Plaintiffs' Counsel.

7. Unless and until the settlement is canceled and terminated pursuant to the terms of the Settlement Agreement, neither the representative Plaintiff nor any Settlement Class Member,

either directly, representatively, or in any other capacity, shall commence or prosecute against any of the Defendants any action or proceeding in any court, tribunal or other forum asserting any of the claims set forth in the Amended Complaint.

8. Any Member of the Settlement Class may appear and show cause, if he or she has any reason why the proposed settlement of the Action should or should not be approved as fair, just, reasonable and adequate or why this Action should not be dismissed with prejudice in consideration of the settlement reached herein; provided, however, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the Judgment to be entered thereon approving the same unless that person has delivered by hand or sent by first class mail written objections and copies of any papers and briefs, in accordance with the procedure set forth in the Notice, such that they are received on or before 10/30/06, 2006, and filed said objections, papers and briefs with the Clerk for the Circuit Court for Baltimore City, 111 North Calvert Street, Baltimore, Maryland 21202, on or before 10/30/06, 2006. Any Member of the Settlement Class who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as incorporated in the Settlement Agreement unless otherwise ordered by the Court.

9. All papers including memoranda or briefs in support of the settlement or attorneys' fees and expenses shall be filed with the Court on or before 10/20/06, 2006, [10 days before objections are due].

10. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or

concession by Defendants or the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

11. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the Members of the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement. The Court may approve the settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

Dated: 7/20/06

JOHN M. GEYNN - PART 8

JUDGE

THE JUDGES SIGNATURE APPEARS
ON THE ORIGINAL DOCUMENT ONLY.

TRUE COPY

TEST

[Signature]
7/20/06
JOHN M. GEYNN, CLERK 1/6/008

