

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

*Blizzard v. Hunter Warfield, Inc., et al.*, Case No. 1:23-cv-03374-ABA

**NOTICE OF CLASS ACTION SETTLEMENT**

This is a Court-authorized Notice of a proposed class action settlement.  
This is not a solicitation from a lawyer.

**SUMMARY OF THE SETTLEMENT**

A proposed settlement (the “Settlement”) has been reached between Plaintiffs Andrew Blizzard and Nora Rowland (the “Named Plaintiffs”), on behalf of the Settlement Class described below, and Defendant Hunter Warfield, Inc. (“Hunter Warfield” or “HW”).

The lawsuit alleges that HW engaged in debt-collection and related conduct directed to certain tenants regarding alleged rental obligations for periods in which certain properties allegedly lacked required rental licensure. HW denies all wrongdoing and denies liability.

If this notice is addressed to you, Named Plaintiffs and HW have determined that you are a member of the settlement class and therefore may receive a settlement payment.

If the Court approves the Settlement, HW will pay:

- \$350.00 per eligible Household, to be paid automatically (no claim form required), subject to the terms below.
- Court-approved attorneys’ fees and costs (requested: \$75,000.00), paid separately by HW.
- Court-approved service awards to the Named Plaintiffs (requested: \$5,000.00 each), paid separately by HW.
- All settlement administration costs, paid separately by HW.

Your legal rights may be affected whether you act or do not act. Please read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

|                         |   |
|-------------------------|---|
| <b>EXCLUDE YOURSELF</b> | Choose to not participate in the Settlement. This is the only option that allows you to pursue a separate lawsuit against the Defendants about the legal claims in this case. |
| <b>OBJECT</b>           | Write to the Court about why you do not like the Settlement.  |
| <b>GO TO A HEARING</b>  | Ask to speak in Court about the fairness of the Settlement.   |
| <b>DO NOTHING</b>       | You will have a settlement check sent to you in an amount based upon the Defendants’ records when the Court approves the Settlement at a Final Approval Hearing.              |

- These rights and options – and the deadlines to exercise them – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**1. What is this lawsuit about?**

The Named Plaintiffs filed a lawsuit against HW and other defendants. The claims against HW concern alleged debt-collection and related conduct directed to tenants seeking to collect amounts asserted to be due for rent or rent-related obligations for periods when certain properties allegedly lacked required rental licensure.

HW denies the allegations and denies any liability.

This Settlement resolves only the claims against HW. The lawsuit continues against other, non-settling defendants.

**2. Why is this a class action?**

In a class action, a person called a Class Representative (here, Andrew Blizzard and Nora Rowland), sues on behalf of similarly situated people who have similar claims. All these people are Class Members. One court proceeding may resolve the issues for all Class Members, except for those who exclude themselves from the Class.

**3. Why is there a Settlement?**

Both sides believe they have arguments and defenses. The Parties agreed to settle to avoid the cost, burden, and uncertainty of continued litigation. The Court has not decided who is right.

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

You are part of the Settlement if this notice is addressed to you. Accordingly, Named Plaintiffs and HW believe you fit the following Settlement Class definition:

All tenants of any Unlicensed Property who were sued in a failure-to-pay rent case or otherwise had collection efforts directed towards them with respect to Unlicensed Rent by Defendant Hunter Warfield, Inc. within one year of the filing of this lawsuit.

If you are a Settlement Class Member, you are included in the Settlement unless you timely exclude yourself.

**5. What is a “Household” and why does it matter?**

For payment purposes, a “Household” means each unique leased unit as reflected in HW’s records and the Court-approved class list.

- Each Household is eligible for only one (1) Settlement Payment of \$350.00.
- If multiple people qualify in the same Household, they must all remain in the Settlement to receive a payment.
- If any one person in the Household opts out, the entire Household will receive no payment.

**6. What does the Settlement provide?**

If approved by the Court:

- HW will pay \$350.00 per eligible Household.
- Checks will be mailed automatically. No claim form is required.
- Any settlement checks not cashed within 120 days after the date on the check will be donated to Civil Justice, Inc.

The Settlement Agreement provides that any unclaimed funds will be donated to Civil Justice Inc.

**7. What do you mean by Unlicensed Property, and Unlicensed Rent?**

**The Class Action Complaint in this matter defined the terms Unlicensed Property, Unlicensed Period and Unlicensed Rent as follows:** **Unlicensed Property:** a residential rental property located in a Maryland jurisdiction where a rental license is required in order to rent such property but lacked such a rental license; **Unlicensed Period:** the period of time in which an Unlicensed Property lacked the required license; and **Unlicensed Rent:** rental obligations allegedly incurred during the Unlicensed Period by a resident in an Unlicensed Property.

**8. When would I receive funds if I am included?**

The Court will hold a hearing on **August 25, 2026, at 10:00 a.m.**, to decide whether to approve the Settlement. If the judge approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient. Just let the class administrators know if you move or plan to move so that the check arrives at the correct destination.

**9. What am I giving up to stay in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in *this case*. It also means that all of the Court's orders will apply to you and legally bind you.

**10. Can I exclude myself from the Class?**

If you do not wish to participate in this Settlement, you must send a letter which is signed by you and which includes the following statement: "I request to be excluded from the Settlement in the *Blizzard v. Hunter Warfield* action." You must mail your exclusion request postmarked no later than **July 27, 2026**, to: Blizzard Settlement, c/o Settlement Administrator, P.O. Box 23668, Jacksonville, FL 32241-3668.

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not participate in the Settlement, and you cannot object to the Settlement. You will not be legally bound by the Settlement that happens in this lawsuit. You may be able to sue the Defendants or the other entities released in the Settlement agreement in the future regarding the legal issues in this case. Whether or to what extent any such lawsuit would be successful is uncertain.

**11. What happens if I don't exclude myself?**

Unless you exclude yourself, you give up any right to sue the Defendant and the other entities released in the Settlement agreement for the claims that this Settlement resolves. If you have a pending lawsuit, involving the same claims that this Settlement resolves, you should speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. If you have a pending lawsuit on matters not addressed in this Settlement, you may continue that lawsuit against the Defendant.

**12. If I exclude myself, can I participate in this Settlement?**

No. If you exclude yourself, you will not receive any of the compensation or benefits of the class members who do not exclude themselves.

**13. Do I have a lawyer in this case?**

The Court has appointed The Goldson Law Office, LLC and The Law Offices of Joseph S. Mack to represent you and other Class Members. These lawyers are called Class Counsel. If you wish to communicate with Class Counsel, you may do so by calling Joseph Mack at (443) 423-0464 or emailing the Law Offices of Joseph S. Mack at joseph@macklawonline.com. You may also call Ingmar Goldson at (240) 780-8829. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will Class Counsel be paid?**

Class Counsel have billed over \$279,230.00 in the 2.5 years that this case has been in litigation. Class Counsel will seek a total of \$75,000.00 in this settlement. In addition, Class Counsel will request payment of \$5,000.00 to each Class Representative.

**15. How can I object to the Settlement?**

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you object and the Court will consider your views. To object, you must send a letter to the Court saying that you object to the class Settlement in *Blizzard v. Hunter Warfield, Inc., et al., Case No. 1:23-cv-03374-ABA*. The written objection must (a) contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class; and (b) include a statement of your specific objections, as well as any documents that you would like the Court to consider. You must file the objection with the Court no later than **July 27, 2026**, by sending it to: *Blizzard v. Hunter Warfield, Inc., et al., Case No. 1:23-cv-03374-ABA*, Clerk of United States District Court, District of Maryland, 101 W Lombard St, Baltimore, MD 21201. You must also send a copy to Class Counsel at: The Goldson Law Office, 1 Research Court, Suite 450, Rockville, MD 20850. The Court may address objections at a hearing described in section 17 below.

**16. What's the difference between objecting and excluding?**

Objecting is telling the Court that you do not agree with the Settlement, in whole or in part. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a hearing, called a Final Approval Hearing, to decide whether to approve the Settlement. The Final Approval Hearing will be held on **August 25, 2026, 10:00 a.m.** at the Court, Hearing Room 3D United States District Court, District of Maryland, 101 W Lombard St, Baltimore, MD 21201. At the Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections or requests to be heard, the Court may consider them at the Final Approval Hearing. Objectors who fail to properly or timely file their objections with the Court, or to send them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

**18. Do I have to come to the Hearing?**

No. Class Counsel and the Defendants' Counsel will answer questions the Court may have; however, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**19. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in *Blizzard v. Hunter Warfield, Inc., et al.*, Case No. 1:23-cv-03374-ABA. Be sure that you meet the criteria in Section 4 above. Your Notice of Intention to Appear must be postmarked no later than **July 27, 2026**, and be sent to the Clerk of the Court and Class Counsel at the addresses in Section 15 above. You cannot speak at the hearing if you excluded yourself.

**20. What happens if I do nothing at all?**

If you do nothing, you will still participate in this Settlement and receive a check at the address where this Notice was sent.

**21. How do I get more information?**

The foregoing is only a summary of the circumstances surrounding the litigation, the claims asserted, the class, the Settlement, and related matters. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records, and other papers on file in this litigation, which may be inspected at any time online via the Federal Courts' electronic filing system.

You may also review the documents on the website: [www.HWIsettlement.com](http://www.HWIsettlement.com).