

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement”) is entered into by and among the following parties: (i) James and Kuru Smith and Keisha Grant, individually and on behalf of the putative Settlement Class (as defined below) (the “Plaintiffs”), and (ii) Defendants Oliveri & Associates, LLC and John Oliveri, Esq. (“Defendants”) (Plaintiffs and Defendants shall be referred to collectively as the “Parties,” individually as a “Party”) as of April 6, 2023. This Settlement Agreement is conditioned upon and subject to approval of the Court as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, the Litigation (as defined below) and all Released Claims (as defined below) shall be finally and fully settled, compromised, and released, on the following terms and conditions:

1. RECITALS

- 1.1** WHEREAS, Plaintiffs James and Kuru Smith and Keisha Grant filed a lawsuit claiming, *inter alia*, certain damages as a result of purported debt collection activities undertaken by Defendants, its members, principals, and employees (Case No. 1:20-cv-02598-GLR in the United States District Court for the District of Maryland) (“the Litigation”); and
- 1.2** WHEREAS, the Action included a putative class action asserting claims for alleged violations of the Fair Debt Collection Practices Act, the Maryland Consumer Debt Collection Act, and the Maryland Consumer Protection Act; all of which are intended to be and are agreed to be resolved by this Settlement Agreement; and
- 1.3** WHEREAS, Defendants deny all allegations and claims asserted against them, but are entering into this Settlement Agreement to avoid the risk, burden and expense of continued litigation;
- 1.4** WHEREAS, this Settlement Agreement has been reached after the Parties exchanged discovery and documents and information, and it is the product of sustained, arm’s-length settlement negotiations;
- 1.5** WHEREAS, the Parties recognize that the outcome of this matter is uncertain, and that a final resolution through the litigation process would require protracted adversarial litigation and appeals; substantial risk and expense; and
- 1.6** WHEREAS, the Parties believe that this Settlement Agreement is fair, reasonable, and adequate in its resolution of the claims brought because it provides for a monetary payment to the members of the Settlement Class in exchange for releases that also are tailored to the specific claims made against Defendants;

NOW THEREFORE, IT IS STIPULATED AND AGREED, subject to approval by the Court pursuant to Rule 23(e), by and among the Parties, as follows:

2. DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

- 2.1** “CAFA Notice” means notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Section 4.1.5.
- 2.2** “Class Counsel” means Matthew Skipper and Jeffrey Kahntroff of Skipper Law, LLC, Courtney Weiner of the Law Office of Courtney Weiner PLLC, and Elizabeth Morris of Adams, Morris & Sessing, representing the Named Plaintiffs and the Settlement Class.
- 2.3** “Class” or “Settlement Class” means the homeowners against whose property Defendants filed Continuing Liens, as defined in Section 2.6, and who received communications from Defendants and/or faced legal proceedings asserting that amounts that became due after the recordation of such Continuing Liens were secured by those liens. The Settlement Class does not include counsel of record (and their respective law firms) for any of the Parties, employees of Defendants, or employees of the Federal judiciary.
- 2.4** “Class Notice Plan” means the plan for providing notice of this settlement to the Settlement Class under Federal Rules of Civil Procedure, Rule 23(c)(2)(A) and (e)(1), as set forth in Section 4.1.
- 2.5** “Class Released Claims” means those claims that the Settlement Class is releasing against the Released Parties, as set forth in Section 4.3.
- 2.6** “Continuing Liens” mean liens for condominium or homeowners’ association assessments or dues that purport to include “all sums becoming due” after the end date of the period specified in the lien.
- 2.7** “Court” means the United States District Court for the District of Maryland.
- 2.8** “Defendants” means Oliveri & Associates, LLC and John M. Oliveri, Esq.
- 2.9** “Effective Date” means the date 30 (thirty) days after this Court’s entry of the Final Approval Order.
- 2.10** “Escrow Account” means an interest-bearing account at a financial institution to be identified by Class Counsel and approved by Defendant in which the Settlement Fund shall be deposited.
- 2.11** “Funding Date” means 60 days after entry of the Final Judgment, as defined in Section 2.13.

- 2.12** “Final Approval Hearing” is the hearing the Court schedules to make a final determination as to whether this settlement is fair, reasonable, and adequate.
- 2.13** “Final Judgment” or “Final Judgment and Order” means a final judgment and order of dismissal entered by the Court in this Litigation, in the form of Exhibit B hereto, granting final approval of this Settlement Agreement (including addressing Class Counsel’s request for attorneys’ fees, costs, and other expenses and Named Plaintiffs’ request for a Service Award), and entering a judgment according to the terms in this Settlement Agreement.
- 2.14** “Litigation” means the matter captioned *Smith et al. v. Oliveri & Assocs., LLC, et al.*, No. 1:20-cv-02598-GLR, which is currently pending in the United States District Court for the District of Maryland.
- 2.15** “Named Plaintiffs” means James Smith, Kuru Smith and Keisha Grant.
- 2.16** “Notice” means the notice (in a form substantially similar to that attached as Exhibit C and approved by the Court) that will be distributed to the Settlement Class, as further described in Section 4.1.3.
- 2.17** “Party” and “Parties” mean the Named Plaintiffs, the Settlement Class, and the Defendants.
- 2.18** “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order in the form attached hereto as Exhibit A, preliminarily approving the proposed settlement, approving and directing the Class Notice Plan, and appointing a Settlement Administrator.
- 2.19** “Released Parties” means the Defendants and their respective past and present employees, parents and subsidiaries and affiliate corporations or other business entities, including but not limited to their current and former members, officers, directors, employees, agents, clients, representatives, contractors, vendors, resellers, suppliers, insurers (including, but not limited to CapSpecialty), attorneys, successors, heirs, spouses, and assigns.
- 2.20** “Service Award” means the one-time payment to the Named Plaintiffs, for the time and resources that they have put into representing the Class, as set forth in Section 5.3.
- 2.21** “Settlement Administrator” means, subject to Court approval, American Legal Claim Services LLC.
- 2.22** “Settlement Agreement” means this Class Settlement Agreement and Release, including all attached Exhibits.

2.23 “Settlement Fund” means the monetary relief which Defendants have agreed to provide for the benefit of the Settlement Class, as further described in Sections 4.2 and 5.1.

2.24 “Settlement Website” means the Internet website to be established by the Settlement Administrator, as part of the Class Notice Plan, as set forth in Section 4.1.4.

3. PRELIMINARY APPROVAL

3.1 Preliminary Approval Order

As soon as reasonably practicable, the Named Plaintiffs shall file with the Court a Motion for Preliminary Approval of the Settlement; Approval and Direction of the Class Notice Plan; and Appointment of the Settlement Administrator. The motion shall seek entry of an Order, attached as Exhibit A, that would:

- a) preliminarily approve this Settlement Agreement;
- b) approve the proposed Class Notice Plan, including the form of Notice substantially similarly to that attached as Exhibit C; and
- c) appoint the Settlement Administrator.

3.2 Certification for Settlement Purposes Only

Nothing in this Settlement Agreement shall be construed as an admission by Defendants that this Litigation or any similar case is amenable to class certification for trial purposes or prevent Defendants from exercising its right(s) to terminate this Settlement Agreement in accordance with Section 7. Plaintiffs and their counsel acknowledge and attest that they are not presently aware of anyone other than the Named Plaintiffs who has brought a pending lawsuit asserting a claim related to the continuing lien against any of the Released Parties. Plaintiffs and their counsel further acknowledge and attest that they are not presently aware of anyone who has stated their intention to opt out of the Settlement Class or to file a lawsuit that would be barred by the *res judicata* effect of this Settlement.

4. CLASS SETTLEMENT TERMS

4.1 Class Notice Plan

4.1.1 Class List

Within fifteen (15) business days after the Court’s entry of the Preliminary Approval Order, Defendants shall provide a list of Settlement Class members to the Settlement Administrator.

The Named Plaintiffs, Class Counsel, and Settlement Class hereby acknowledge and agree that Defendants are providing the information referenced in this Section to the Settlement Administrator solely for the purpose of effecting the terms of this Settlement Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose. If the settlement is terminated for any of the reasons identified in Section 7, the Settlement Administrator shall immediately destroy any and all copies of the information referenced in this Section. The provisions regarding the compilation and treatment of the list

referenced above are material terms of this Settlement Agreement. The Parties and the Settlement Administrator also agree to treat the list as “Confidential” under the terms of the existing Stipulated Confidentiality Order filed at ECF 45.

4.1.2 Court Appointment and Retention of Settlement Administrator

At the Preliminary Approval hearing, the Parties will propose that the Court appoint the Settlement Administrator, as defined above. The Settlement Administrator’s responsibilities shall include, but are not limited to, giving notice, obtaining new addresses for returned mail, setting up and maintaining the Settlement Website, fielding inquiries about the Settlement Agreement, directing the mailing of payments to Settlement Class members, and any other tasks reasonably required to effectuate this Settlement Agreement. The Settlement Administrator will provide monthly updates on the status of disbursements and cashed checks to counsel for the Parties.

4.1.3 Class Notice

Named Plaintiffs, Defendants, and the Settlement Administrator have agreed that they will jointly recommend the Notice, substantially in the form attached as Exhibit C, to the Court for approval. Within twenty-eight (28) days after Preliminary Approval, the Settlement Administrator will send the Notice via electronic mail to the last known email address reflected in the Class List, if there is an email address associated with a Class Member.

If there is no email address associated with a Class Member, or if an email bounce back is received upon attempted transmission, then the Settlement Administrator will send the Notice to Settlement Class members via U.S. mail, postage prepaid, also requesting either forwarding service or change service to the last known address reflected in the Class list. Prior to mailing, the Settlement Administrator shall utilize the U.S. Postal Office’s National Change of Address System.

For those Settlement Class members whose notice is ultimately delivered by U.S. Mail, and for up to forty-five (45) days following the mailing of the Notice via U.S. Mail (if applicable), the Settlement Administrator will re-mail the Notice via standard U.S. Mail, postage prepaid, to those Settlement Class members whose notices were returned as undeliverable to the extent an alternative mailing address can be reasonably located. The Settlement Administrator will first attempt to re-mail the Notice to the extent that it received an address change notification from the U.S. Postal Service. If an address change notification form is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address.

No later than forty-five (45) days before the Final Approval Hearing, the Settlement Administrator will file proof of the mailing of the Notice with the Court.

Neither the Parties nor the Settlement Administrator will have any further obligation to send notice of the settlement to the Class Members other than the requirements that are outlined in this agreement.

4.1.4 Settlement Website

The Settlement Administrator also will create, own, and maintain the Settlement Website to be activated no later than five (5) days prior to the mailing of the Notice described above. The URL for the website will be: www.continuingliensettlement.com. The Settlement Website will post important settlement documents, such as the operative Complaint, the Notice, the Settlement Agreement, and the Preliminary Approval Order. In addition, the Settlement Website will include a section for frequently-asked questions, and procedural information regarding the status of the Court-approval process, such as an announcement when the Final Approval Hearing is scheduled, when the Final Judgment and Order has been entered, when the Effective Date is expected or has been reached, and when payment will likely be mailed.

The Settlement Administrator will terminate the Settlement Website either: (1) one hundred and eighty (180) days after the Effective Date; or (2) thirty (30) days after the date on which the settlement is terminated or otherwise not approved by the Court.

4.1.5 CAFA Notice

The Parties agree that the Defendants shall serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715 on the appropriate federal and state officials no later than ten (10) days after the filing of this Settlement Agreement with the Court. At Defendants' discretion, Defendants may use a third-party to serve the CAFA Notice, and the expense of sending such notice shall be paid from the Settlement Fund under this Settlement Agreement.

4.1.6 Costs and Expenses

Subject to Sections 4.1.5 and 4.2, under no circumstances will Defendants have any payment obligations pursuant to this Settlement Agreement that exceed the remaining limits of Defendants' insurance policy after all legal defense and litigation costs are paid and deducted from the \$500,000 limits of the policy.

Within thirty (30) days after Preliminary Approval, Defendants' insurance carrier will advance twenty-five thousand dollars (\$25,000.00) to the Settlement Administrator to effectuate the Class Notice Plan, via a check made payable to: "Smith v. Oliveri and Associates QSF". Plaintiffs' counsel shall provide a current W9 for any payee on this check within ten (10) days after Preliminary Approval. Defendants shall receive a full credit for this payment if and when the Settlement Fund is funded, as discussed in Section 5.

4.2 Settlement Consideration

The Settlement Fund shall consist of the balance of the Capitol Specialty Insurance Corporation Policy LW2021163-01 after all legal defense and litigation costs are paid. The final consideration shall be determined by deducting Defendants' legal fees and costs from the original policy limit of \$500,000, but in no event shall be less than \$415,000. The final consideration will be provided within 60 days after entry of the Final Judgment, during which time Defendants' carrier has an opportunity to review and pay all outstanding invoices and perform a final reconciliation of the remaining policy limits. The final consideration will be made by a check made payable to: "Skipper Law." Plaintiffs' counsel shall provide a current W9 for any payee on this check prior to this payment being made. The Settlement Fund shall be used to make payments to each Settlement Class member as set forth in this Settlement Agreement.

4.2.1 Calculation of Class Member Distributions

Each Class Member shall be entitled to an equal portion of the total amount in the Settlement Fund (less the sum of any amount the Court awards in attorneys' fees and costs, a Service Award, and notice and administration expenses).

The distributions to Class Members described in the foregoing paragraph shall be made pursuant to the structure and payment schedule set forth in Section 5.3.1.

4.3 Class Release

4.3.1 Release of Claims

Upon the Effective Date, each Settlement Class member who has not validly excluded himself or herself from the Settlement Class, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before the effective date of the settlement, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued which he or she ever had or now has resulting from, arising out of, or regarding any debt collection by Defendants based on Continuing Liens.

Subject to the Court's approval, the Settlement Class members shall be bound by the settlement and all their Class Released Claims shall be dismissed with prejudice and released as against the Released Parties, even if the Settlement Class member never received actual notice of the settlement prior to the Final Approval Hearing, or never cashed a check received.

4.3.2 Waiver of Unknown Claims; General Release

Settlement Class members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Litigation and the Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts, whether known or unknown.

4.3.3 Binding Release

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Judgment and Order, the foregoing releases, or any other provision of the Final Judgment and Order; provided, however,

that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

4.3.4 Opt-Out from Class

4.3.4.1 Requests for Exclusion

All Class Members shall be given the opportunity to opt out of the Class by submitting a “Request for Exclusion.” All Requests for Exclusion must be in writing, sent to the Settlement Administrator and postmarked no later than thirty (30) days before the Final Approval Hearing. To be valid, a Request for Exclusion must be personally signed and must include: (1) the individual’s name, mailing address, and telephone number; and (2) a statement substantially to the effect that: “I request to be excluded from the Settlement Class in the matter of *Smith et al. v. Oliveri & Assocs., LLC et al.*”

Notwithstanding the foregoing, no person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion of any other person within the Class.

4.3.4.2 Verification of Opt-Outs by Settlement Administrator

The Settlement Administrator shall provide copies of the Requests for Exclusion to the Parties no later than three (3) days after they are received by the Settlement Administrator. No later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall provide the Requests of Exclusion to Class Counsel (with a copy to Defendants). Class Counsel shall file them with the Court, a declaration verifying that notice has been provided to the Class as set forth herein and listing all of the valid opt-outs received.

4.3.4.3 Effect of Opt-Out from Class

All individuals within the Class who timely submit a valid Request for Exclusion will, subject to Court approval, exclude themselves from the Class and preserve their ability to independently pursue, at their own expense, any individual claims he or she claims to have against the Released Parties, subject to any further defenses that can be advanced by Defendants. Any such individual within the Class who so opts out will not be bound by further orders or judgments in the Litigation as they relate to the Class. Because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, no individual who opts out of the Class shall be able to invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Defendant in connection with the claims asserted by the Class.

4.3.4.4 Objections from Class Members

Any Class Member who has not opted-out in accordance with the terms above and who intends to object to this Settlement Agreement must file the objection in writing with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing and must concurrently serve the objection on the Settlement Administrator, Class Counsel, and counsel for Defendants. The objection must include the following: (1) the Settlement Class member’s full name, mailing address, and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual

and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

Any Settlement Class member who fails to timely file and serve a written objection pursuant to this Section shall not be permitted to object to the approval of the settlement or this Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

5. SETTLEMENT FUND

5.1 Settlement Fund

By the Funding Date, Defendants shall fund the Settlement Fund by depositing the remaining insurance policy limits as identified in Section 4.2, less the amount provided for in Section 4.1.6, in the Escrow Account.

The Settlement Fund includes all potential amounts awarded by the Court as the total monetary consideration to the Class, inclusive of any and all payment of attorneys' fees and costs, Service Award, notice and administration expenses, and any other expenses described herein.

Defendants shall not be ordered or required to pay any other award or any other fees, costs, or expenses in addition to the above.

5.2 Settlement Fund Tax Status

5.2.1 The Parties agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the "relation back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2.2 For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with this Subsection and

in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the respective settlement fund as provided herein.

5.2.3 All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Subsection (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns (“Tax Expenses”)), shall be paid out of the respective settlement fund for which the income was earned or expense or cost incurred; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)); the Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

5.3 Attorneys’ Fees and Costs, Service Award, and Other Expenses

No later than forty-five (45) days prior to the Final Approval Hearing, Class Counsel shall make an application to the Court for an award of attorneys’ fees and costs for their representation of the Settlement Class. That application will be posted to the Settlement Website by the Settlement Administrator within one (1) business day of its filing with the Court. The amount that will be requested by Class Counsel shall be no greater than one-third of the Settlement Fund, which application Defendants agree not to oppose. No later than the time Class Counsel files the application above, Class Counsel shall provide to the Settlement Administrator a properly completed W-9 Form pertaining to Class Counsel.

No later than forty-five (45) days prior to the Final Approval Hearing, Named Plaintiffs shall make an application to the Court for the Court’s approval of a Service Award of Fifteen Thousand Dollars (\$15,000.00) to be divided equally between James and Kuru Smith as to half and Keisha Grant as to half, to be paid from the Settlement Fund, which award Defendants agree not to oppose. No later than the time Class Counsel files the application above, Class Counsel shall provide to the Settlement Administrator a properly completed W-9 Form pertaining to the Named Plaintiffs.

5.3.1 Payment Schedule

Attorneys' fees and costs and the Service Award, subject to Court approval, shall be paid in the amount approved by the Court within 30 days after the Funding Date by the Settlement Administrator.

In addition, before commencing distribution to the Settlement Class members, the Settlement Administrator shall determine the funds necessary to cover the remaining costs of notice and administration that the Settlement Administrator has already incurred, and reasonably expects to incur, in completing the Class Notice Plan set forth in this Section. The Settlement Administrator shall submit that estimate to Class Counsel and Defendants' counsel for approval. Once approved, the Settlement Administrator should withhold the estimated amount from further distribution from the Settlement Fund to cover costs of notice and administration. Each of these costs, expenses, and distributions above shall be borne from the Settlement Fund.

Within thirty (30) days after the Funding Date, the Settlement Administrator shall send the Class Member Payments out of the Settlement Fund to each Class Member (a) via paper check to the last known mailing address reflected in the Class List or the updated address previously used during the Class Notice Plan set forth in Section 4.1.3, or (b) upon a Class Member's affirmative election via the Settlement Website, electronically to the email address provided by the Class Member with his or her electronic payment election. The payment notices accompanying any paper checks shall notify the recipients that the checks must be cashed within sixty (60) days from the date on enclosed check and that the enclosed check shall not be valid after that date.

If funds remain after the initial round of automatic *pro rata* payments, a second distribution shall be made on a *pro rata* basis to the Class Members who cashed their initial check, unless the second distribution would result in a payment of less than Ten Dollars (\$10.00) per Class Member. The payment notices accompanying the second check shall notify the recipients that the checks must be cashed within sixty (60) days from the date on the enclosed check and that the enclosed check shall not be valid after that date.

Any checks from the second distribution that are not cashed by the stale date referenced above or that were returned as undeliverable shall revert to the Escrow Account. These remaining funds shall be paid to the Civil Justice, as a *cy pres* award. The funds shall be distributed within fifteen (15) days of the final stale date referenced above.

6. ENTRY OF FINAL JUDGMENT AND ORDER

The Parties shall jointly seek entry by the Court of a Final Judgment and Order in the form of Exhibit B hereto, which includes the following provisions (among others):

- a) granting final approval of this Settlement Agreement, and directing its implementation pursuant to its terms and conditions;
- b) ruling on Class Counsel's applications for attorneys' fees and costs;
- c) ruling on Named Plaintiffs' application for a Service Award;
- d) discharging and releasing the Released Parties, and each of them, from the Class Released Claims, as provided in Section 4.3;

- e) permanently barring and enjoining all Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Class Released Claims;
- f) directing that the Litigation be dismissed, as to each individual and entity Defendant without costs, with such dismissal to be without prejudice for a period of 65 days, after which time it will automatically become with prejudice provided that the Settlement Fund is timely funded;
- g)
- h) stating pursuant to Federal Rules of Civil Procedure, Rule 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- i) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order as provided in Section 8.3.

7. TERMINATION

Either Party has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequent occurs:

- a) more than 10% of the individuals included on the list described in Section 4.1.1 opt out of the proposed Settlement Class;
- b) the Court fails to enter a Final Judgment and Order substantially consistent with the provisions of this Settlement Agreement;
- c) the settlement of the Class claims, or the Final Judgment and Order, is not upheld on appeal, including review by the United States Supreme Court;
- d) the Named Plaintiffs, Class Counsel, or Defendants commit a material breach of the Settlement Agreement before entry of the Final Judgment and Order; or
- e) the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated due to the reasons set forth in this Section 7, then the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

8. MISCELLANEOUS PROVISIONS

8.1 Best Efforts to Obtain Court Approval

Named Plaintiffs and Defendants, and the Parties' counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to Defendants' rights to terminate the Settlement Agreement, as provided herein.

8.2 No Admission

This Settlement Agreement, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

a) offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Named Plaintiffs or defense asserted by Defendants, of the validity of any claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing on the part of Named Plaintiffs or Defendants;

b) offered or received by or against Named Plaintiffs or Defendants as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Defendants, or of the truth of any of the allegations in the Litigation, and evidence thereof shall not be directly or indirectly admissible, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Judgment and Order including, without limitation, asserting as a defense the release and waivers provided herein;

c) offered or received by or against Named Plaintiffs or Defendants as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is finally approved by the Court, then Named Plaintiffs or Defendants may refer to it to enforce their rights hereunder; or

d) construed as an admission or concession by Named Plaintiffs, the Class, or Defendants that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

8.3 Court's Jurisdiction

The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether a subsequent suit is released by the Settlement Agreement.

8.4 Settlement Notices

Except for the Class Notice Plan, as provided for in Section 4.1 above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy by email: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For the Named Plaintiffs and the Class:

Matthew D. Skipper, Esq.
SKIPPER LAW, LLC
2127 Espey Court, Suite 100

Crofton, MD 21114
Tel. (410) 919-2121
Fax. (410) 919-2111
matt@skipperlawllc.com

For Defendants:

Robert Gittins, Esq.
ECCLESTON & WOLF, PC
Baltimore-Washington Law Center
7240 Parkway Drive, 4th Floor
Hanover, MD 21076
Tel. (410) 752-7474
Fax (410) 752-0611
gittins@ewmd.com

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

8.5 Taxes

Named Plaintiffs and Class Counsel shall be responsible for paying all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

8.6 Parties' Costs

Except as otherwise provided for herein, Named Plaintiffs and the Defendants shall be solely responsible for their own costs and expenses.

8.7 Confidentiality of Discovery Materials and Information

The Parties, their counsel, and any retained or consulting experts in this Litigation, agree that they remain subject to the Court's Stipulated Confidentiality Order, as appropriate.

8.8 Communications with Members of the Public

The Parties agree to cooperate with each other and the Settlement Administrator in connection with any mass communications to respective Class Members or others, as may be necessary to effectuate the terms of this Settlement Agreement. Otherwise, Named Plaintiffs and Class Counsel agree not to make any public statements regarding the settlement or the Litigation as to any matters not contained in the public record of the Litigation that are inconsistent with the Class Notice or this Settlement Agreement.

8.9 Complete Agreement

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Named Plaintiff, the Class, and their counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. This Settlement Agreement shall not be modified except by a writing executed by all the Parties.

8.10 Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

8.11 Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, with the exception of the release in Section 4.3, this Settlement Agreement shall continue in full force and effect without said provision to the extent Defendant does not exercise its right to terminate under Section 7.

8.12 No Party Is the Drafter

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

8.13 Binding Effect

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Named Plaintiffs, the Class, the Defendants, the Released Parties, and their respective successors and assigns.

8.14 Authorization to Enter Settlement Agreement

The individuals signing this Settlement Agreement on behalf of the Defendants represent that they are fully authorized by the Defendants to enter into, and to execute, this Settlement Agreement on its behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Defendants on behalf of Named Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e). The Named Plaintiffs enter into and executes this Settlement Agreement on behalf of themselves, and as a representative of and on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e).


8.15 Execution in Counterparts

Named Plaintiffs, Class Counsel and Defendants may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by Named Plaintiffs, by Class Counsel, and by a representative of Defendants.

8.16 Governing Law

This Agreement and the Exhibits hereto will be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Maryland, and the rights and obligations of the parties to the Agreement will be construed and enforced in accordance with, and governed by, the substantive laws of the State of Maryland.

Named Plaintiff James Smith



Named Plaintiff Kuru Smith



Named Plaintiff Keisha Grant

Class Counsel

Courtney L. Weiner
Law Office of Courtney Weiner PLLC

Defendant John Oliveri, Esq.

Defendant Oliveri & Associates, LLC

By: _____

Title: _____

Counsel for Defendant

Robert M. Gittins
Eccleston & Wolf, P.C.

Named Plaintiff James Smith

Named Plaintiff Kuru Smith

Named Plaintiff Keisha Grant

Keisha Grant

Defendant John Oliveri, Esq.

Defendant Oliveri & Associates, LLC

By: _____

Title: _____

Class Counsel

/s/ Courtney L. Weiner

Courtney L. Weiner
Law Office of Courtney Weiner PLLC

Counsel for Defendant

Robert M. Gittins
Eccleston & Wolf, P.C.

Named Plaintiff James Smith

Named Plaintiff Kuru Smith

Named Plaintiff Keisha Grant

Class Counsel

Courtney L. Weiner
Law Office of Courtney Weiner PLLC

Defendant John Oliveri, Esq.

John M. Oliveri

Defendant Oliveri & Associates, LLC

By: John M. Oliveri

Title: Managing Member

Counsel for Defendant

/s/ Robert M. Gittins
(by CLW with permission)

Robert M. Gittins
Eccleston & Wolf, P.C.

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
*Northern Division***

JAMES AND KURU SMITH, <i>et al.</i>	:	
Plaintiff,	:	Civil Action No.: 1:20-cv-02598-TJS
v.	:	
OLIVERI & ASSOCIATES, LLC, <i>et al.</i>	:	
Defendant.	:	
	:	

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND
DIRECTING NOTICE TO SETTLEMENT CLASS**

Upon consideration of Named Plaintiffs’¹ Motion for Preliminary Approval of the Class Settlement, Approval of Class Settlement, Direction of the Class Notice Plan, and Appointment of the Settlement Administrator, IT IS HEREBY ORDERED:

1. The Settlement Class is defined as: all Maryland homeowners against whose property Defendants filed Continuing Liens, and who received communications from Defendants and/or faced legal proceedings asserting that amounts that became due after the recordation of such Continuing Liens were secured by those liens. The Settlement Class does not include counsel of record (and their respective law firms) for any of the Parties, employees of Defendants, or employees of the Federal judiciary.

2. The Settlement Agreement entered between the parties as of April 6, 2023, ECF 66-2,

¹ Capitalized terms are defined in Section 2 of the parties’ Settlement Agreement, ECF ____.

appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The terms of the Settlement Agreement are fully incorporated herein by reference.

2.1.1 Accordingly, for settlement purposes only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

2.1.2 The Court finds that the Settlement Class contains the owners of 387 properties.

2.1.3 The Court finds that Named Plaintiffs James Smith, Kuru Smith, and Keisha Grant have and will continue to adequately represent the Settlement Class and hereby appoints them as class representatives.

2.1.4 The Court finds that the attorneys for Named Plaintiffs, Courtney Weiner of Law Office of Courtney Weiner PLLC, Matthew D. Skipper and Jeffrey A. Kahntroff of Skipper Law, LLC, and Elizabeth L. Morris of Adams, Morris & Sessing, have and will continue to adequately represent the Settlement Class and hereby appoints them Class Counsel.

2.1.5 The Court appoints American Legal Claim Services LLC as the Settlement Administrator.

2.1.6 The Court will hold a Final Approval Hearing pursuant to FED. R. CIV. P. 23(e) at _____ .m. on _____, 2023, via a remote platform, for the following purposes:

2.1.6.1 To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

2.1.6.2 To determine whether a final judgment should be entered dismissing the claims of the Class with prejudice, as required by the Settlement Agreement;

2.1.6.3 To consider the application of Class Counsel for an award of attorney's fees and costs; and

2.1.6.4 To consider the application of Class Counsel for a Service Award to the class representatives.

2.1.7 As set forth in Section 4.1.1 of the Settlement Agreement, Defendants shall

provide a list of Settlement Class members to the Settlement Administrator, who shall send the agreed upon Notice to the Settlement Class members in accordance with the terms of the Settlement Agreement.

2.1.8 The Court approves the parties' Notice, which is attached to the Settlement Agreement as Exhibit C. To the extent the parties or Settlement Administrator determine that ministerial changes to the Notice are necessary before disseminating it to the Settlement Class, they may make such changes without further application to the Court.

2.1.9 The Court approves the parties' Notice plan, as set forth in Section 4.1.3 of the Settlement Agreement. The Court finds this manner of giving notice fully satisfies the requirements of FED. R. CIV. P. 23 and due process.

2.1.10 If a Settlement Class member chooses to opt-out of the Class, such Class member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the date specified in the Notice, which shall be no later than thirty (30) days before the date of the Final Approval Hearing. The request for exclusion must include the items identified in section 4.3.4.1 of the Settlement Agreement. A Settlement Class member who submits a valid request for exclusion using the procedure identified above shall be excluded from the class for all purposes. No later than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all the valid opt-outs received and shall provide the declaration and list to Class Counsel and Defendants' counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

2.1.11 A Settlement Class member who does not file a timely and valid request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

2.1.12 Any Settlement Class member who wishes to be heard orally at the Final

Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be filed with the Court no later than thirty (30) days prior to the Final Approval Hearing. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator, the Clerk of the Court, Class Counsel, and counsel for Defendants.

The objection must include the following:

2.1.12.1 the Settlement Class member's full name, address and current telephone number;

2.1.12.2 if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees, and all factual and legal support for that request;

2.1.12.3 all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;

2.1.12.4 the identity of any witnesses the objector may call to testify;

2.1.12.5 a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of such exhibits; and

2.1.12.6 a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

Any Settlement Class member who fails to timely file and serve a written objection pursuant to the terms of this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

2.1.13 All briefs, memoranda, petitions, and affidavits to be filed in support of an individual service award to the Named Plaintiffs and/or in support in support of Class Counsel's application for attorneys' fees and costs, shall be filed not later than forty-five (45) days before the Final Approval Hearing. All other briefs, memoranda, petitions, and affidavits that Class Counsel intends to file in support of final approval shall be filed not later than twenty-one (21)

days before the Final Approval Hearing.

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

2.1.15 If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated, the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

2.1.16 The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

Dated: _____ BY THE COURT:

HONORABLE TIMOTHY J. SULLIVAN
UNITED STATES MAGISTRATE JUDGE

EXHIBIT

B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
*Northern Division***

<p>JAMES AND KURU SMITH, <i>et al.</i></p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p style="text-align: center;">OLIVERI & ASSOCIATES, LLC, <i>et al.</i></p> <p style="text-align: center;">Defendant.</p>	<p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p>	<p>Civil Action No.: 1:20-cv-02598-TJS</p>
--	---	--

[PROPOSED] FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiffs’ Motion for Final Approval of the Proposed Class Action Settlement with Defendants Oliveri & Associates, LLC and John Oliveri, the Court, having considered all papers filed and arguments made with respect to the settlement and being fully advised, finds that:

1. On _____, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received ____ objections regarding the settlement.
2. Notice to the Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court’s Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.
3. Defendants have timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The

Court has reviewed such notification and accompanying materials and finds that the notification complies fully with the applicable requirements of CAFA.

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

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

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

7. The class representatives and Class Counsel have adequately represented the Settlement Class.

8. The parties and each Settlement Class member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

10. This action is a class action against Defendants Oliveri & Associates, LLC and

John Oliveri on behalf of a class of individuals that has been defined as follows (the “Settlement Class”):

All Maryland homeowners against whose property Defendants filed Continuing Liens, and who received communications from Defendants and/or faced legal proceedings asserting that amounts that became due after the recordation of such Continuing Liens were secured by those liens.

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

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

13. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Settlement Class member is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Class Released Claims against Defendants.

14. Upon consideration of Class Counsel’s application for attorneys’ fees and costs, the Court awards \$ _____ as reasonable attorneys’ fees and reimbursement for reasonable litigation costs incurred, which shall be paid from the Settlement Fund.

15. Upon consideration of the application for a Service Award, the Named Plaintiffs, James and Kuru Smith are awarded the sum of \$7,500 and Keisha Grant is awarded the sum of \$7,500, to be paid from the Settlement Fund, for the service she has performed for and on behalf

of the Settlement Class.

16. The Court overrules any objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections create questions as to whether the settlement is fair, reasonable, and adequate.

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

18. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendants and each member of the Class for any suit, action, proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Class member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent

possible under applicable law, the parties hereto and all Settlement Class members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

19. This action is hereby dismissed on the merits, in its entirety, without prejudice for a period of 65 days, and thereafter with prejudice, and without costs.

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

21. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the Class in accordance with the provisions of the Settlement Agreement and Preliminary Approval Order and are thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, none of the individuals reflected on Exhibit 1 may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Defendants in connection with the claims settled by the Settlement Class.

Dated: _____ BY THE COURT:

HONORABLE TIMOTHY J. SULLIVAN
UNITED STATES MAGISTRATE JUDGE

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**
Northern Division

JAMES AND KURU SMITH, *et al.*

Plaintiff,

v.

OLIVERI & ASSOCIATES, LLC, *et al.*

Defendant.

Civil Action No.: 1:20-cv-02598

NOTICE OF CLASS ACTION SETTLEMENT

This Notice is about a proposed settlement of the above class action litigation. It has been authorized by the United States District Court for the District of Maryland and contains important information about your right to participate in the settlement or exclude yourself. The following pages summarize your options, your rights, and frequently asked questions.

**You can find more information about the settlement on the Settlement Website:
www.Continuingliensettlement.com**

INTRODUCTION

James Smith, Kuru Smith, and Keisha Grant (“Named Plaintiffs”) were property owners from whom Defendants (John Oliveri and Oliveri & Associates, LLC) attempted to collect amounts that Defendants alleged were secured by liens that were recorded before those amounts became due (“Continuing Liens”). In September 2020, they filed this lawsuit (the “Litigation”), alleging that, among other things, Defendants violated the Fair Debt Collection Practices Act, Maryland Consumer Debt Collection Act, and Maryland Consumer Protection Act as to them and all similarly situated individuals when Defendants alleged that liens secured amounts that became due after the lien was recorded. Defendants acknowledge that they have taken all reasonable steps to ensure the release of all liens for which they continue to represent the applicable homeowners’ or condominium association, for which the face value of the lien has been satisfied, and Named Plaintiffs additionally sought, for themselves and all others similarly situated, compensatory damages resulting from these debt collection practices.

Defendants contest the claims in the Litigation, deny any and all liability and wrongdoing, and claim that they did not know Continuing Liens were unlawful until Maryland’s highest court ruled as such in March 2021. The Parties have decided to settle the Litigation to avoid the expense, inconvenience, and distraction of litigation. The Parties reached an agreement to resolve the claims in the Litigation on a class-wide basis, providing class- wide relief in exchange for a class-wide release of claims. The Court has not decided who is right and who is wrong or whether Questions? Visit www.Continuingliensettlement.com

this case could, in the absence of settlement, proceed as a class action.

The Parties have agreed to settle the Litigation subject to the approval of the Court via a signed Class Settlement Agreement and Release (the “Settlement Agreement”). Defendants have agreed to pay a minimum of four hundred fifteen thousand dollars (\$415,000) and a maximum of four hundred fifty-four thousand dollars (\$454,000) to create a Settlement Fund that will provide compensation to Settlement Class members, pay for notice and administration, provide for any approved Service Award to Named Plaintiffs, and compensate Class Counsel for any approved attorneys’ fees and costs.

The Parties reached this Settlement through negotiations and have presented it to the Court. As determined through that process, you are entitled to participate, and your legal rights may be affected. These rights and options are summarized below and explained in detail throughout this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	To participate, you do not need to do anything. If the Court approves the Settlement, you will receive a check. You will be bound by the Final Approval Order and will release the Class Released Claims, meaning that you will not be allowed to pursue the claims raised in this Litigation against Defendants separately.
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt out”) from the Litigation, you must follow the directions in response to Question 7 below. If you opt out, you will not be bound by the settlement, will not receive a settlement payment, and may be able to sue Defendants yourself at your own expense.
OBJECT TO THE SETTLEMENT	If you choose to remain in the Settlement Class, you may write to the Court if you believe the Settlement is unfair or unreasonable according to the directions in response to Question 12 below. You may request to speak to the Court about your objection at the Final Approval Hearing. If the Court overrules your objection, you will still be bound by the terms of the Settlement Agreement, but you will also receive any proceeds due to you under it.

FREQUENTLY ASKED QUESTIONS

Question 1. Why did I receive this notice?

You received this Notice because Defendants’ records show that Defendants placed a Continuing Lien on your property and attempted to collect amounts thereon that accrued after filing of the lien, after September 9, 2017, and you may therefore be an eligible Settlement Class member.

Question 2. What is a class action?

Questions? Visit www.Continuingliensettlement.com

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These similarly situated people are known as Settlement Class members. In a class action, one court resolves the issues for all class members, except for those who exclude themselves from the Class. The Honorable Timothy J. Sullivan, United States Magistrate Judge, is presiding over the Litigation.

Question 3. Why is there a settlement?

Based upon Class Counsel's analysis and evaluation of the merits of the claims made against Defendants in the Litigation and the substantial risks associated with continued litigation, including the possibility that the Litigation, if not settled now, might not result in Plaintiffs collecting any recovery whatsoever, or might result in collecting a recovery that is less favorable and/or that would not occur for several years, Plaintiffs and Defendants entered into this proposed settlement. Class Counsel is satisfied that the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate, and that the Settlement is in the best interest of Settlement Class members.

Question 4. How much will I get receive if I join the Settlement?

Each Settlement Class member who does not opt out of the Litigation will receive an equal share of the Settlement Fund.

Question 5. Who brought this lawsuit and are they being compensated?

This lawsuit was brought by Named Plaintiffs James Smith, Kuru Smith, and Keisha Grant, who took a lead role in the Litigation and assisted in its resolution. In addition to their proportional share as described in Question 4, Class Counsel will request that the Court award them an additional total award of \$15,000 to reflect the time and energy they expended on behalf of themselves and Settlement Class members. The Court may choose to award a different amount.

Question 6. What do I have to do to be included in the Settlement?

You do not need to do anything to participate in the settlement. If you do not respond, we will mail you a check after the Court approves the Settlement.

Additionally, the Litigation will be dismissed with prejudice and Settlement Class members who do not opt out will fully release and discharge Defendants. This means that you cannot sue, continue to sue, or be party of any other lawsuit against Defendants regarding the claims brought in this case. It also means that all of the Court's orders will apply to you and legally bind you. The specific claims you are giving up against Defendants are described in Section 4.3.1 of the Settlement Agreement, which can be found on the Settlement Website, www.Continuingliensettlement.com .

Question 7. How do I exclude myself from the Settlement?

Settlement Class members who elect to opt out of the settlement as set forth in this Agreement must submit a written, signed statement that he or she is opting out of the settlement (a “Request for Exclusion”) and mail it to the Settlement Administrator as follows:

Smith. et al. v. Oliveri & Associates, LLC et al.
c/o Settlement Administrator
PO Box 23459
Jacksonville, FL 32241

A Request for Exclusion must include (1) your name, mailing address, and telephone number; and (2) a statement substantially to the effect that: “I request to be excluded from the Settlement Class in the matter of *James Smith. et al. v. Oliveri & Associates, LLC et al.*.” All Requests for Exclusion must be postmarked no later than _____. If you exclude yourself from the Litigation, you will NOT be allowed to object to the Settlement as described in Question 12.

Question 8. If I remain in the Settlement Class, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendants for claims brought in this case or which could have been brought in this case. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if the Settlement will affect your other case. Remember, the exclusion deadline is _____.

Question 9. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

Question 10. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent you and the other Settlement Class members:

Matthew D. Skipper
Jeffrey A. Kahntroff
SKIPPER LAW, LLC
2127 Espey Ct., Ste. 100
Crofton, MD 21114
(410) 919-2121

Elizabeth L. Morris
ADAMS, MORRIS & SESSING
12850 Middlebrook Rd., Ste 308
Germantown, MD 20874
(301) 637-0143

Courtney Weiner
LAW OFFICE OF COURTNEY
WEINER PLLC
1629 K Street NW, Ste. 300
Washington, DC 20006
(202) 827-9980

You will not be charged for these lawyers. You will not be charged for calling, emailing, or speaking confidentially to Class Counsel. You are permitted to call Class Counsel with any questions and such communications will be confidential and protected. Class Counsel’s fees are being paid from the total settlement fund as part of the Settlement and are subject to the approval

of the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

Question 11. How will the lawyers be paid?

Class Counsel will ask the Court to approve a payment of attorney’s fees and costs of no more than one hundred fifty-one thousand three hundred thirty three dollars (\$151,333.00), which represents one-third ($\frac{1}{3}$) of the maximum Settlement Fund amount. This payment is to compensate Class Counsel for the work they have performed in the Litigation including filing pleadings and briefs, investigating the facts, conducting discovery, attending court conferences, participating in settlement discussions, and negotiating and overseeing the settlement.

Question 12. How do I tell the Court that I don’t like the Settlement?

If you wish to present your objection to the Court, you must state your intention to do so in a written statement. Your statement should be as detailed as possible, otherwise the Court may not allow you to present reasons for your objection that you did not describe in your written objection. The statement must include: (1) the Settlement Class member’s full name, mailing address, and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Your objection may not be heard unless it is submitted timely or postmarked by ___, and mailed to the Settlement Administrator at:

Smith. et al. v. Oliveri & Associates, LLC et al.
c/o Settlement Administrator
PO Box 23459
Jacksonville, FL 32241

The Settlement Administrator will share your objection with Class Counsel and Defendants’ counsel and file your objection statement with the Court, and may request an opportunity to speak with you before any conference or hearing with the Court. You may not object to the Settlement if you submit a letter requesting to exclude yourself or opt out of the Settlement.

Question 13. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the settlement (“opting out”) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you send an objection, it is not necessary for you to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer to attend. As long as you mailed your written objection on time, the Court will consider it. If you do attend the hearing, it is possible that you will not be permitted to speak unless you timely object in writing as described above and notify the Court of your intention to appear at the fairness hearing.

Question 14. Has the Court approved the Settlement?

The Court has granted preliminary approval of the Settlement and anticipates making a final determination after Notices are sent. The Court will ultimately consider whether the terms of the settlement are fair, reasonable, and adequate – after reviewing submissions by the Parties, which are publicly available via Pacer.gov and will be posted on the Settlement Website, www.Continuingliensettlement.com.

However, if you wish to raise a valid concern, you should alert the attorneys and they can appear at a Final Approval Hearing conference before the Court on _____, 2023, at _: am/pm, via videoconference, at _____, Baltimore, Maryland, 21201 if your issue is not resolved to your satisfaction with the attorneys. If there are objections, the Court will consider them. The Judge will decide whether to listen to any issues that are properly raised.

Question 15. Are there more details about the Settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which can be found on the Settlement Website, www.Continuingliensettlement.com