

CIRCUIT COURT OF MARYLAND FOR PRINCE GEORGE’S COUNTY

Marisa Timpson, et al. v. OwnerGUARD Corporation,
Case No. C-16-23-000105

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT,
YOUR RIGHTS, AND OPTIONS FOR YOU TO CONSIDER**

*A court authorized this notice. This is not a lawsuit, and you are not being sued.
However, read this carefully because it may affect your legal rights.*

PLEASE READ THIS NOTICE CAREFULLY

PURSUANT TO THE ORDER OF THE CIRCUIT COURT OF PRINCE GEORGE’S COUNTY FOR THE STATE OF MARYLAND (“COURT”) ENTERED ON DECEMBER 9, 2024 YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. WHY AM I GETTING THIS NOTICE?

A proposed settlement (“Settlement”) has been reached between plaintiffs Marisa Timpson and Marvin Butler (“Named Plaintiffs”) and defendant OwnerGUARD Corporation (“OwnerGUARD”), in the class action lawsuit filed by Named Plaintiffs in Prince George County, Maryland (“Action”).

The Court has preliminarily approved the Settlement and certified the class for purposes of Settlement only. The Settlement Class is defined as follows:

All persons who were sold a Guaranteed Asset Protection (“GAP”) Waiver in Maryland, and who submitted a GAP claim to OwnerGUARD from January 6, 2020 through November 13, 2023:

- (1) whose claim was denied or closed without payment due to the required time requirement and/or lack of response to OwnerGUARD’s request for documents (“Lack of Response Subclass”); or
- (2) whose claim had deductions for condition adjustment fees or other deductions not permitted under Credit Grantor Closed End Credit Provisions law (“CLEC”) of MD Code, Commercial Law, § 12-1001(h) (“Deduction Subclass”).

You have received this notice because OwnerGUARD’s records indicate that you may be a member of either the Lack of Response Subclass or the Deduction Subclass. This notice is designed to inform you of the Settlement, and advise you of your rights to participate in, object to, or opt out of the Settlement. Unless you opt out of or object to the Settlement, the Settlement, if finally approved by the Court, will be binding on you.

II. WHAT IS THE LAWSUIT ABOUT?

The Action, which is currently pending in Prince George’s County, Maryland, is titled *Marisa Timpson et al. v OwnerGUARD Corporation*, and is case number C-16-CV-23-000105.

In this Action, Named Plaintiffs allege that OwnerGUARD deducted unauthorized fees from GAP claims and failed to pay valid GAP claims.

OwnerGUARD denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, and has any liability to anyone under the claims made in the Action.

After good faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome, Named Plaintiffs and OwnerGUARD agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed by OwnerGUARD that Named Plaintiffs’ claims in the Action have merit or that it has any liability to the Named Plaintiffs or to the proposed class on those claims.

The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class.

III. WHAT ARE MY RIGHTS AND OPTIONS?

You may be a member of the Settlement Class if you purchased a GAP Waiver in Maryland, and you submitted a GAP claim to OwnerGUARD from January 6, 2020 through November 13, 2023, and believe that your GAP claim was either underpaid or closed without payment in error. You received this Notice because OwnerGUARD’s records indicate you may be a member of the Settlement Class. If you believe you are a Settlement Class Member, you have four options. Each has its own consequences which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are as follows:

Option	Overview	Deadline
1. Participate in the Settlement	<p>If you would like to participate in the Settlement and possibly be eligible for monetary relief, you must submit a valid and timely Claim Form.</p> <p>If you do not timely submit a valid and timely Claim Form and do not Opt-out of or object to the Settlement, you will not receive any compensation and you will be bound by the Settlement and lose your right to sue OwnerGUARD for any claims relating to your GAP Waiver and/or GAP Claim.</p>	<p>To participate in the settlement, you must submit a valid claim form by no later than April 8, 2025.</p>

<p>2. Exclude Yourself from the Settlement (“Opt out of the Settlement”)</p>	<p>If you request exclusion, you will neither receive any money or other benefit from the Settlement, nor will you be considered to have released your claims alleged in the class action. If you request exclusion from the Class Action Settlement, you may not pursue any recovery under the Class Action Settlement. You may, however, pursue other remedies separate and apart from the Class Action Settlement that may be available to you.</p>	<p>If you do not wish to participate in or be bound by the Settlement, you must submit an opt out form by April 8, 2025.</p>
<p>3. Object to the Settlement</p>	<p>If you are a Settlement Class Member, and you do not exclude yourself from the Settlement Class (opt out), you may object to the settlement before final approval of the settlement by the Court. If you choose to object to the settlement, you may do so yourself or through an attorney that you hire and pay for yourself.</p>	<p>In order to object to the settlement, or any portion of it, you must file with the court and serve on the Class Administrator a written objection on or before April 8, 2025.</p>
<p>4. Do Nothing</p>	<p>You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against OwnerGUARD relating to your GAP Waiver and your GAP claim as set forth below.</p>	<p>None</p>

IV. HOW DO I SUBMIT A CLAIM FORM OR OPT OUT FORM?

If you would like to participate in the Settlement and possibly be eligible for monetary relief, you must complete and mail the attached Claim Form (no stamp needed - - return postage has been prepaid) or submit a Claim Form online at www.OWNERGUARDGAPSETTLEMENT.com (the “Website”). You may submit a Claim Form online by visiting the Website, clicking “Make a Claim” and entering the Claimant ID that is on the attached Claim Form. Claim Forms must be postmarked or submitted online by April 8, 2025.

To opt out of the Settlement, you must complete and mail the attached Opt-Out Form (no stamp needed

- return postage has been prepaid) or submit an Opt-Out Form online on the Website. You may submit an Opt-Out Form online by visiting the Website, clicking “Opt-Out” and entering the Claimant ID that is on the attached Claim Form. Opt-Out Forms must be postmarked or submitted online by April 8, 2025.

V. WHAT WILL I RECEIVE FROM THE SETTLEMENT IF I PARTICIPATE?

- (a) If you are a member of the Deduction Subclass and had a Covered Claim, and you timely submit a valid Claim Form, OwnerGUARD will pay you the amount of any deduction not permitted under CLEC if the deduction resulted in an either an underpayment or no payment otherwise due.
- (b) If you are a member of the Lack of Response Subclass and you timely submit a valid Claim Form, OwnerGUARD will pay you \$300.

VI. HOW MUCH WILL CLASS COUNSEL RECEIVE?

Class Counsel will receive \$80,000 in connection with their work in this case, subject to approval by the Court. This amount constitutes full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from vendors retained by Class Counsel in connection with the Action and all work done through completion of the Action, whatever date that may be. Settlement Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs, or expenses out of their own pockets.

Class Counsel will be responsible for paying for all costs associated with notice to Settlement Class Members. Class Counsel will also be responsible for paying the Named Plaintiffs' incentive award of \$1,000 each, subject to approval by the Court.

VII. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

- 1. All Settlement Class Members (other than Settlement Class Members who timely and validly opt out of the Settlement or object to the Settlement) release OwnerGUARD and Released Persons from the Released Claims.
- 2. The term "Released Claims" are defined as all known or unknown claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether in law or in equity, whether or not asserted by the Named Plaintiffs and/or the Settlement Class, arising out of, relating to, or in connection with all of the claims asserted in the Second Amended Complaint, including but not limited to all claims relating to the issuance, sale and/or administration of the Settlement Class Member's GAP Waiver and/or GAP Claim by Released Persons.
- 3. The Released Claims include any unknown claims the Settlement Class Members and Named Plaintiffs do not know or suspect to exist in their favor at the time of the release, which, if

known by them, might have affected their settlement with, and release of, the Released Parties. The Settlement Class Members and Named Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts regarding the Released Claims.

4. The Settlement Class Members (other than Settlement Class Members who timely and validly opt out of the Settlement or object to the Settlement) agree not to sue or otherwise make a claim or demand against OwnerGUARD or any of the Released Persons that is in any way related to the Released Claims.
5. The term “Released Persons” means Defendant, and all of its divisions, parent entities, affiliates, and subsidiaries, all past and present officers, directors, agents, attorneys, employees, stockholders, successors, assigns, independent contractors, insurers and reinsurers, and all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or persons listed in this Paragraph.

VIII. WHO ARE THE LAWYERS FOR THE PARTIES?

CLASS COUNSEL

Law Offices of Dean Gregory
Dean Gregory, Esquire
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DEFENDANT OWNERGUARD’S COUNSEL

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Wendy N. Enerson, Esquire
123 North Wacker Drive, Suite 1800
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(312) 382-3100
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IX. HOW DO I OBJECT TO THE SETTLEMENT?

1. You have a right to object to the Settlement. You may only exercise your right to object on your own behalf or through an attorney on your behalf. If you want to object, you must file with the Court a written notice of intent to object no later than April 8, 2025, and the written notice must also be received by the Class Administrator by no later than April 8, 2025, either by mail or online at www.OWNERGUARDGAPSETTLEMENT.com. You may submit an objection online by visiting the Website, clicking “Object” and entering the Claimant ID that is on the attached

Claim Form. You also have a right to appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent and only if permitted by the Court.

2. To be effective, a notice of intent to object to the Settlement must:
 - a. Include the name of the case and case number;
 - b. Provide your full name, address, telephone number, and signature;
 - c. Indicate the specific reasons why you object to the Settlement;
 - d. Contain the name, address, bar number, and telephone number of your counsel if you choose to hire one; and
 - e. State whether you intend to appear at the Final Approval Hearing, either in person or through counsel.
3. In addition, a notice of intent to object must contain the following information, if you, or your attorney request permission to speak at the Final Approval Hearing:
 - a. A detailed statement of the legal and factual basis for each objection;
 - b. A list of any and all witnesses you may seek to call at the Final Approval Hearing (subject to applicable rules of procedure and evidence and at the discretion of the Court), with the address of each witness and a summary of his or her proposed testimony;
 - c. A list of any legal authority you will present at the Final Approval Hearing; and
 - d. Documentary proof of membership in the Settlement Class.

If you do not file a timely notice of intent to object, you waive the right to object or to be heard at the Final Approval Hearing and will be barred from making any objection to the Settlement.

X.WHEN IS THE FINAL SETTLEMENT APPROVAL HEARING?

The Court will hold a final approval hearing on June 26, 2025 at 9:00a.m. located at 14735 Main Street, Upper Marlboro, Maryland 20772, to determine whether the Settlement should be approved as fair, reasonable, and adequate. The Court will also be asked to approve the request for Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing. If you have submitted a written notice of intent to object and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

XI.HOW DO I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement which is available on the Website and on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, are available through the Clerk's office.

YOU MAY CONTACT CLASS COUNSEL FOR ADDITIONAL INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL.