

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("**Agreement**") is made by and between Plaintiffs **Andrew Blizzard** and **Nora Rowland** (collectively, "**Named Plaintiffs**"), in their individual capacities and in their representative capacities on behalf of the Settlement Class (defined below), and Defendant **Hunter Warfield, Inc.** ("**HW**" or "**Defendant**"). Named Plaintiffs, the Settlement Class Members, and HW are collectively referred to as the "**Parties.**"

RECITALS

WHEREAS, Named Plaintiffs filed a lawsuit against HW and others in the United States District Court for the District of Maryland styled *Blizzard v. Hunter Warfield, Inc., et al.*, **Case No. 1:23-cv-03374-ABA** (the "**Action**");

WHEREAS, in the Action, Named Plaintiffs assert claims against HW arising from alleged debt-collection and related conduct directed to tenants regarding alleged rental obligations for periods in which certain properties allegedly lacked required rental licensure;

WHEREAS, Named Plaintiffs sought, and/or intend to seek, certification of one or more classes in the Action;

WHEREAS, HW denies any wrongdoing and any liability to Named Plaintiffs, the Settlement Class, or any other person;

WHEREAS, the Parties have reached an amicable settlement on mutually acceptable terms, subject to Court approval, and desire to memorialize their settlement in this formal Agreement;

WHEREAS, this Agreement resolves only the claims against HW, and the Action continues as to the non-settling defendants, including **Thornhill Properties, Inc.** and **Mt. Vernon Mill LLC** (the "**Non-Settling Defendants**");

NOW, THEREFORE, in consideration of the mutual promises and releases contained herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The above Recitals are contractual and part of this Agreement.

2. Certification of a Settlement Class (Settlement Purposes Only). Solely for the purposes of effectuating this settlement, providing Class Notice, and implementing this Agreement, the Parties agree to conditional certification of the Settlement Class.

Preliminary certification of the Settlement Class shall not be deemed a concession that certification of a litigation class is appropriate, nor is HW precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement is not finalized or finally approved by the Court.

If the Court for any reason whatsoever does not finally approve the Settlement, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion may be asserted in any litigated certification proceedings in the Action or in any other action.

No agreements made by or entered into by HW in connection with the Settlement may be used by Named Plaintiffs, any person in the proposed Settlement Class, or any other person for any purpose, including to establish any claims against HW or to establish the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

This settlement, including payment of the settlement consideration, is contingent on the Court's certification of the Settlement Class, approval of this settlement, successful resolution of any objections, and all other requirements for approval to effectuate this settlement according to the terms hereof.

3. Class Definitions.

3.1. Settlement Class. The "**Settlement Class**" consists of all persons included within the class definition asserted against HW in the Complaint and Motion for Class Certification in the Action, as follows:

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.

Each member of the Settlement Class is a "**Settlement Class Member.**"

3.2. Household / One Payment Per Household. For distribution purposes, and consistent with the Parties' settlement economics, a "**Household**" shall mean **each unique leased unit as reflected in HW's production and the Class List.** Each Household is entitled to one (1) Settlement Payment, subject to the opt-out provisions herein.

3.3. Multiple Persons per Household / Opt-Out Rule. Where a Household includes more than one person who qualifies as a Settlement Class Member, all such persons associated with the same Household must choose to remain part of the Settlement Class to receive compensation pursuant to this settlement; if any one such person opts out, the remaining person(s) associated with that Household will be deemed to have also opted out and that Household shall not receive a Settlement Payment.

3.4. Class Counsel. "**Class Counsel**" means **Ingmar Goldson, Esquire, The Goldson Law Office, LLC;** and **Joseph S. Mack, Esquire, The Law Offices of Joseph S. Mack.**

4. Preliminary Approval. Named Plaintiffs will move the Court for entry of a Preliminary Approval Order. The Preliminary Approval Order shall include provisions that:

(a) preliminarily approve the settlement reflected herein as fair, adequate, and reasonable to the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only;

(b) approve the forms of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies due process requirements;

(c) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within twenty-one (21) days following entry of the Preliminary Approval Order (the “**Settlement Notice Date**”), or such time chosen by the Court;

(d) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class, and set a date forty-five (45) days after the Settlement Notice Date, or such time chosen by the Court, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene (the “**Opt-Out and Objection Deadline**”);

(e) pending final determination of whether the Settlement should be approved, bar all Settlement Class Members, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding asserting any of the Released Claims;

(f) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action as to HW except those related to effectuation of the Settlement;

(g) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than twenty-eight (28) days after the Opt-Out and Objection Deadline, or such time chosen by the Court; and

(h) set deadlines for the Parties to respond to any objections and for submission of papers in support of Final Approval.

5. Settlement Consideration; Payments.

5.1. Settlement Payments to Class. HW agrees to pay **\$350.00** per Household for **294 Households**, for a total of **\$102,900.00** in Settlement Payments (the “**Class Settlement Total**”), subject to adjustment only if the Court-approved Settlement Class list materially differs from 294 Households due to opt-outs consistent with this Agreement.

5.2. Service Awards. Named Plaintiffs will ask the Court to approve Service Awards in the amount of **\$5,000.00** to **Andrew Blizzard** and **\$5,000.00** to **Nora Rowland**. If approved, HW shall pay the Service Awards as provided in Section 8.

5.3. Attorneys’ Fees and Costs. Class Counsel will seek Court approval of attorneys’ fees and costs in the total amount of **\$75,000.00**. If approved, HW shall pay this amount as provided in Section 8.

5.4. Administration Costs Paid by HW (Separate). HW shall pay all Settlement Administration Costs separate and apart from (and not from) the Class Settlement Total, the Service Awards, and the Attorneys’ Fees and Costs.

5.5. No Confidentiality. There is no confidentiality obligation under this Agreement.

6. Distributions to Settlement Class Members.

6.1. One Disbursement Per Household. Subject to the claims/administration process set forth in this Agreement, each eligible Household is entitled to one (1) Settlement Payment of \$350.00.

6.2. Claims Process. The Parties agree that distribution shall be automatic. No claim form shall be required.

6.3. Timing of Mailing. Settlement Payments shall be mailed by the Settlement Administrator within twenty-eight (28) days after the Effective Date, or such time as determined by the Court.

6.4. Mailing Method; Skip Trace. The Settlement Administrator shall mail, by first-class mail, a check to each eligible Household receiving a Settlement Payment. The Settlement Administrator will perform one instance of skip tracing and re-mailing, as necessary.

6.5. No Reversion (Except Opt-Outs). No amount allocated to Settlement Class Members shall revert to HW, except as set forth in Section 10.4 (Opt-Out Requirements).

7. Cy Pres. Amounts from settlement checks that remain uncashed more than 120 days after the date on the check will be donated to **Civil Justice, Inc.** The donation shall be made within 180 days of the mailing of the last Settlement Payment check.

8. Effective Date; Payment Mechanics.

8.1. Effective Date. “**Effective Date**” means the date on which the Court’s Final Approval Order becomes final and non-appealable.

8.2. Payment of Attorneys’ Fees and Costs. Within seven (7) days after the Effective Date, HW shall pay the Court-approved Attorneys’ Fees and Costs to Class Counsel by **WIRE or CHECK** to an account designated in writing.

8.3. Payment of Service Awards. Within seven (7) days after the Effective Date, HW shall pay the Court-approved Service Awards to the Named Plaintiffs by **CHECK or WIRE**.

8.4. Funding for Class Payments. Within seven (7) days after the Effective Date, HW shall provide the Settlement Administrator with the funds necessary to issue Settlement Payments to eligible Households (net of opt-outs) and shall separately pay Settlement Administration Costs pursuant to Section 10.2.

9. Administration and Notice.

9.1. Settlement Administrator. Class Counsel shall be solely responsible for hiring a settlement administrator (the “**Settlement Administrator**”) to handle administration of this settlement. The Settlement Administrator is **American Legal Claim Services, LLC**.

9.2. Administrator Duties. The Settlement Administrator shall be responsible for administration of this Settlement, including sending notices, preparing a notice report, receiving and reporting opt-outs, remitting Settlement Payments, issuing any appropriate tax documents to Settlement Class Members if required, and all other duties required to consummate the settlement and/or agreed by the Parties or ordered by the Court.

9.3. Payment of Administration and Notice. All costs of administering this Settlement shall be paid by HW (not from the class payments). Class Counsel will provide an estimate of the total administration costs in their preliminary approval papers.

9.4. Notice Plan — Notice by U.S. Mail. The Settlement Administrator will provide individual notice by sending a notice through U.S. Mail to each Settlement Class Member. The notice will describe the basic terms of the Settlement, inform Settlement Class Members of key deadlines (including the deadline to submit claims, if applicable), exclusion requests and/or objections, and refer Settlement Class Members to Class Counsel for questions.

9.5. Address Updating; Re-Mail; Skip Trace. Before sending notice, the Settlement Administrator will update Settlement Class addresses using the National Change of Address Database. If a Notice is returned with a forwarding address, the Settlement Administrator will re-send the Notice promptly. If a Notice is returned as undeliverable, the Settlement Administrator will perform one skip trace to locate an updated address.

10. Opt-Out Requirements; Retention; Termination Right.

10.1. Opt-Out Requirements. A Settlement Class Member may exclude himself or herself from the Settlement Class by advising the Settlement Administrator in writing no later than the Opt-Out and Objection Deadline. All such writings must be signed and postmarked no later than the Opt-Out and Objection Deadline.

10.2. Binding Effect. All Settlement Class Members will be bound by this settlement and all judgments of the Court in the Action as to HW unless they exclude themselves in writing by the deadline.

10.3. Opt-Out Effect on Household. Notwithstanding anything to the contrary, where a Household includes more than one Settlement Class Member, all persons associated with that Household must choose to remain in the Settlement Class to receive compensation; if any one opts out, all associated persons shall be deemed to have opted out and that Household shall not be entitled to compensation under this settlement.

10.4. Remittance of Opt-Out Allocations. All Settlement Payments allocated to Households that opt out shall be deducted from the Class Settlement Total and remitted to HW.

10.5. Retention of Opt-Outs. The Settlement Administrator will retain a copy of all opt-out requests and provide copies to counsel. Class Counsel will keep such information strictly confidential and use it only for purposes of determining whether an individual has properly opted out.

11. Objections.

11.1. Right to Object. Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Opt-Out and Objection Deadline. The written objection must provide the objector's name, address, and the reason(s) for the objection.

11.2. Right to Appear at Final Approval Hearing. Anyone who properly objects may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear must file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing.

11.3. **Waiver.** Any Settlement Class Member who fails to comply with the objection procedure waives and forfeits any and all rights to appear and/or object separately and shall be bound by the terms of this Settlement if finally approved.

12. Final Approval.

12.1. **Declaration of Notice.** The Settlement Administrator shall provide counsel no later than fourteen (14) calendar days prior to the Final Approval Hearing with a declaration stating that the Notice required by this Agreement has been completed pursuant to the Preliminary Approval Order.

12.2. **Motion for Final Approval Order.** After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadline, and no later than fourteen (14) calendar days prior to the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order and file a memorandum addressing any valid objections. HW may, but is not required to, file a memorandum in response.

12.3. **Final Approval Order.** This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that:

- (a) finds that the notice under the Notice Plan satisfies due process requirements;
- (b) finds that the Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- (c) finds that Named Plaintiffs and Class Counsel have adequately represented the Settlement Class Members;
- (d) finds that Named Plaintiffs and each Settlement Class Member shall be bound to this Agreement, including the release;
- (e) approves this Settlement;
- (f) dismisses on the merits with prejudice all claims of Named Plaintiffs and Settlement Class Members asserted in the Action against HW; and
- (g) retains jurisdiction of all matters relating to administration, implementation, interpretation, and enforcement of this Settlement.

13. Release.

13.1. **Release Effective Date.** Effective as of the date of the Final Approval Order, Named Plaintiffs and each Settlement Class Member, and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, predecessors-in-interest, and assigns hereby release, resolve, relinquish, and discharge forever the Released Parties from each of the Released Claims.

13.2. **Released Claims Definition.** “Released Claims” means any claims that were brought, or could have been brought, or arising out of any claims that were brought or could have been brought, by Named Plaintiffs in the Action relating to HW’s alleged efforts to collect amounts asserted to be due from Settlement Class Members for periods in which properties allegedly lacked required rental licensure, including related communications and litigation conduct, through the date of preliminary approval.

13.3. No Release of Non-Settling Defendants. For avoidance of doubt, this release does not release any claims against the Non-Settling Defendants.

14. Certification by Parties; Class List.

14.1. HW Certification. HW certifies that, to the best of its knowledge, information, and belief, the class list and data provided to Class Counsel and/or the Settlement Administrator identifying the 294 Households is accurate and complete.

14.2. Class Counsel Certification. Class Counsel certify that they have reviewed the information provided and are satisfied with the same for purposes of consummating this settlement.

14.3. Class List Exhibit. Based on information provided by HW, the Parties agree that, subject to opt-outs, the Settlement Class Members/Households consist of the individuals identified on the spreadsheet attached as **Exhibit 1**.

15. Best Efforts; Non-Opposition.

15.1. Best Efforts. The Parties and counsel agree to cooperate and use best efforts to obtain Court approval of this Agreement expeditiously.

15.2. Non-Opposition. HW agrees not to object to or oppose in any way any provision of this Agreement or the motions required to obtain Court approval of the settlement.

15.3. No Solicitation of Objections. The Parties and counsel agree not to solicit or encourage any Settlement Class Member to object to or oppose any provision of this Agreement.

16. Termination of Agreement. This Agreement shall only be terminable at the option of the Parties if the Court fails to approve this Agreement or materially alters one or more of its terms.

17. Effect of Termination. If this Agreement is terminated or canceled, the Parties shall be deemed to have reverted to their respective status as of the date of this Agreement and shall proceed in all respects as if this Agreement had not been executed and the related orders had not been entered, preserving all claims and defenses.

18. No Contra Proferentem. This Agreement is the product of arm's-length negotiations and no Party shall be deemed the drafter. No part shall be construed against any Party on the basis of drafting.

19. Entire Agreement; No Extra-Contractual Representations. This Agreement embodies the entire agreement between the Parties with respect to its subject matter. There are no representations, warranties, promises, covenants, or undertakings, oral or written, other than those expressly set forth herein.

20. No Unwritten Amendments. This Agreement may not be modified, amended, waived, discharged, or terminated except by a written instrument signed by all Parties.

21. Governing Law; Exclusive Forum; Continuing Jurisdiction. This Agreement shall be interpreted, enforced, and governed under the laws of the State of Maryland. The Parties submit to the continuing jurisdiction and venue of the United States District Court for the District of Maryland,

and any action, claim, or dispute arising under this Agreement shall be exclusively brought in that Court.

22. Competence to Execute; Comprehension of Terms. By executing this Agreement, each Party confirms it had the opportunity to consult independent counsel, is competent to understand the Agreement, and accepts its terms as resolving fully all disputes within its scope.

23. Successors; Severability. This Agreement shall bind and inure to the benefit of the Parties and their successors, heirs, and assigns. If any provision is found unenforceable, the remaining provisions shall remain in effect to the fullest extent possible.

24. Execution in Counterparts; Electronic Delivery. This Agreement may be executed in counterparts and delivered by facsimile or PDF by electronic mail, each counterpart constituting an original.

25. No Real-World Actions. The Parties acknowledge that settlement administration and filings will be undertaken by the Parties and the Settlement Administrator in accordance with Court orders and this Agreement.

SIGNATURES

AGREED AND UNDERSTOOD:

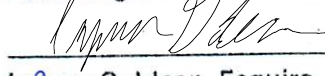
 Date: 2/17/26
Andrew Blizzard, Named Plaintiff

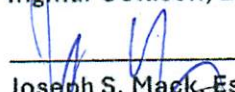
 Date: 2/17/26
Nera Rowland, Named Plaintiff

HUNTER WARFIELD, INC.


By: Stephanie S. Perry Date: 02/13/2026
Stephanie Perry, Authorized Representative

As to obligations of Class Counsel set forth in this Agreement and Class Counsel certifications:

 Date: 2/18/2026
Ingmar Goldson, Esquire, The Goldson Law Office, LLC

 Date: 2/19/26
Joseph S. Mack, Esquire, The Law Offices of Joseph S. Mack

Counsel for HW:

 Date: 02/13/2026
Matthew Fogleman, The Law Offices of Ronald S. Canter, LLC