

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

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

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 v Oliveri & Associates, LLC
c/o Settlement Administrator
PO Box 23680
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 July 11, 2023. 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 July 11, 2023.

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
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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 (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 July 11, 2023, and mailed to the Settlement Administrator at:

Smith v Oliveri & Associates, LLC
c/o Settlement Administrator
PO Box 23680
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 August 10, 2023, at 11:00 AM, via videoconference, at a link to be determined and posted on the Settlement Website, 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