

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 1/3 of the final Settlement Fund amount 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. 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.

17. 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.

18. 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.

19. 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.

20. 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: August 10, 2023 BY THE COURT:



HONORABLE TIMOTHY J. SULLIVAN
UNITED STATES MAGISTRATE JUDGE

EXHIBIT 1

Exclusions

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