

EXHIBIT “A”

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

PATRICIA YOST, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

Civil Action No.: 1:21-CV-01520-CCB

ELON PROPERTY MANAGEMENT COMPANY-
LEXFORD POOLS 1/3, LLC, a Delaware limited
liability company, and ELON PROPERTY
MANAGEMENT, LLC, a Delaware limited
liability company, doing business together as
“Elon Property Management,” and REAL PAY,
INC., an Illinois corporation,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“**Settlement Agreement**”) in the above-captioned case between Plaintiff PATRICIA YOST (“**Class Representative**” or “**Ms. Yost**”), an individual, on behalf of herself and all others similarly situated, and Defendants ELON PROPERTY MANAGEMENT COMPANY-LEXFORD POOLS 1/3, LLC, a Delaware limited liability company, and ELON PROPERTY MANAGEMENT COMPANY, LLC, a Delaware limited liability company (hereinafter collectively referred to as “**Elon**”), was reached after arm’s length negotiations between counsel for both parties and the terms and conditions are as provided for below:

I.
DEFINITIONS

A. Rules of Definitions

Unless otherwise indicated, defined terms include the plural as well as the singular. Any term herein defined by reference to a section of this Settlement Agreement shall have such meaning as set forth in this Settlement Agreement and unless such meaning is expressly amended subsequently, such meaning shall remain in effect. Unless the context otherwise requires, a reference to any law or governmental regulation includes any amendment, modification or successor thereto; a reference to any Person includes its successors and assigns; the words “**include**,” “**includes**” and “**including**” are not limiting and shall be deemed to be followed by the words “without limitation” whether or not in fact followed by such words or words of like import; and the terms “**hereof**,” “**herein**,” “**hereunder**” and comparable terms refer to this entire Settlement Agreement with respect to which such terms are used and not to any particular article, section or other subsection or subdivision thereof.

B. Defined Terms

As used in this Settlement Agreement, the following terms have the meanings specified below:

1. “**Action**” means that certain lawsuit styled “Patricia Yost v. Elon Property Management Co., et al., Case No. 1:21-cv-01520-CCB, in the United States District Court for the District of Maryland.”
2. “**Approval Hearing**” means the hearing at which the Court determines, among other things: (1) the merits of any objections to the Settlement; (2) whether to approve in final this Settlement Agreement pursuant to Federal Rule of Civil

Procedure 23(b)(3) as fair, reasonable, adequate and in the best interests of the Class Members and authorize all acts necessary to consummate and effectuate the terms and conditions of this Settlement Agreement; (3) whether the Court should enter a Final Approval Order approving the Settlement in final and dismissing the Action with prejudice; (4) the compensation of Class Counsel for attorney's fees, court costs and litigation expense; and (5) such other matters as the Court may deem necessary and appropriate.

3. **"Attorney Fee and Expense Award"** means reasonable attorneys' fees under the common fund doctrine together with litigation expenses, including court costs, mediation fees and travel expenses. Litigation expenses shall include but shall not be limited to all reasonable costs and expenses, including mediator fees.
4. **"Class," "Class Members" and "Settlement Class"** mean the class of all persons in the United States who, in the four (4) years preceding the filing of the instant Action, were Elon's tenants and paid Rental Payment Reporting Fees directly to Elon on their own behalf.
5. **"Class Counsel"** means Jane Santoni, Esq., Santoni Vocci & Ortega, LLC, 201 W. Padonia Road, Timonium, MD 21093, (443) 921-8161, and Robert W. Murphy, Esq., Murphy Law Firm, 440 Premier Circle, Suite 240, Charlottesville, VA 22901, (954) 763-8660.
6. **"Class Representative Service Award"** means the sum of Five Thousand Dollars (\$5,000.00) paid as and for compensation for the services of the Class Representative.
7. **"Court"** means the United States District Court for the District of Maryland, which presides over the Action.

8. “**CROA**” means the Federal Credit Repair Organizations Act codified at 15 U.S.C. § 1679, *et seq.*
9. “**Current Tenant Class Members**” are Class Members who are current tenants of Elon owned or managed properties at the time they are identified, whether on the Notice Class List or the Distribution Class List. (If a Class Member is identified as a Current Tenant Class Member on the Notice Class List but then vacates her tenancy with Elon before Elon provides the Distribution Class List, the Class Member will no longer be a Current Tenant Class Member at the time Elon provides the Distribution Class List.)
10. “**Current Tenant Credit**” a one-time credit to be given by Elon against rent due from Current Tenant Class Members in an amount to be determined under the Distribution Formula.
11. “**Current Tenant Distribution Report**” means a written report detailing the Current Tenant Credits made and identifying all Post-Approval Former Tenants.
12. The “**Disclosed Class**” consists of 22,296 tenants and former tenants whom Elon has estimated as being in the Class as of December 21, 2021.
13. “**Distribution Class List**” means the list of Class Members by name, last-known associated address, account number, and amount of respective Rental Payment Reporting Fees paid, all as of the date of Final Approval.
14. “**Distribution Formula**” means the calculation of each Participating Class Member’s respective share of the Net Settlement Fund, which is the ratio of the total Rental Payment Reporting Fees paid to Elon by the respective Class Member

to the total Rental Payment Reporting Fees paid by all Participating Class Members multiplied by the Net Settlement Fund:

$$\text{Distribution to Respective Participating Class Member} = \frac{\text{Rental Payment Reporting Fees paid by Class Member to Elon}}{\text{Total Rental Payment Reporting Fees Paid by Participating Class Members}} \times \text{Net Settlement Fund}$$

15. **“Final Approval”** means the date on which the Final Approval Order is entered by the Court.
16. **“Final Approval Order”** means the Order attached to this Settlement Agreement as Exhibit C.
17. **“Former Tenant Class Members”** are Class Members who are not Current Tenant Class Members.
18. **“Law,”** without regard to whether this term is capitalized, means laws of every kind and nature, including without limitation statutory law as well as case law and rules and regulations.
19. **“Litigation”** means all actions, claims and proceedings which were asserted in, or could have been asserted in, the Action.
20. **“Order of Preliminary Approval”** is the document attached to this Settlement Agreement as Exhibit A.
21. **“Net Settlement Fund”** means the Settlement Fund less the Settlement Administration Expense, the Class Representative Service Award and the Attorney Fee and Expense Award:

CALCULATION OF NET SETTLEMENT FUND

\$500,000.00 total Settlement Fund to be paid by Elon
 (subject to true-up formula only if Notice Class List has more than 23,410 people)
 Less: Settlement Administration Expense paid to Settlement Administrator
 Less: \$5,000.00 Class Representative Service Award paid to Class Representative c/o Class Counsel
 Less: Attorney Fee and Expense Award paid to Class Counsel
 = Net Settlement Fund

22. “**Notice**” means the Notice of Class Action Settlement, Settlement Hearing and Right to Appear attached hereto as Exhibit B.
23. “**Notice Class List**” means the list of Class Members by name, last-known associated address, account number, and amount of respective Rental Payment Reporting Fees paid, all as of the date the Court enters the Order of Preliminary Approval.
24. “**Participating Class Members**” are all Class Members who do not exclude themselves from the Settlement pursuant to Section 7.
25. “**Party**” or “**Parties**” mean Elon, the Class Representative, the Class and Class Members.
26. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.
27. “**Post-Approval Former Tenants**” means Participating Class Members identified on the Distribution Class List as Current Tenant Class Members but who end their tenancies at Elon owned or managed properties after Final Approval and do not receive the Current Tenant Credit.
28. “**Related Parties**” means each of a Person’s predecessors, successors, parents, subsidiaries, divisions, assigns, and all their respective past or present directors, officers, employees, managers, operators, investment bankers, partners, principals, agents, brokers, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, personal or legal representatives, spouses,

advisors, heirs, executors, related or affiliated entities, any entity in which a Person has a direct or indirect controlling interest, any members of their immediate families, or any trust of which a Person is the settlor or which is for the benefit of the Person.

29. **“Released Claims”** shall have the meaning as enumerated in Section 8.1.
30. **“Released Person(s)”** means Elon and its Related Parties and Real Pay, Inc., and its Related Parties, including the respective officers, successors, predecessors, subsidiaries, parent companies, divisions, affiliates, attorneys and agents of each.
31. **“Rental Payment Reporting Fees”** means the \$5.00 monthly fees charged by Elon to Class Members to cover the cost of reporting their rental payment statuses to a credit reporting agency; this fee is referred to as a “Credit Builder Fee” in Plaintiff’s pleadings.
32. **“Settlement”** means the settlement embodied in this Settlement Agreement.
33. **“Settlement Administration Expense”** means all costs of settlement administration, distribution of Settlement Checks and class notice.
34. **“Settlement Administrator”** means American Legal Claim Services, LLC, 5985 Richard Street, Suite 3, Jacksonville, Florida 32216; Telephone: (904) 517-1446.
35. **“Settlement Checks”** means the checks to be mailed by the Settlement Administrator to Former Tenant Class Members and Post-Approval Former Tenants in order to distribute their respective pro rata portions of the Net Settlement Fund pursuant to the Distribution Formula.
36. **“Settlement Checks Limitations Period”** means ninety (90) days from the date of issuance of the Settlement Checks.

37. **“Settlement Fund”** means

- if the Notice Class List has 23,410 or fewer people, the Five Hundred Thousand Dollars (\$500,000.00) Elon will pay to fund monetary benefits to the Class through the Net Settlement Fund, Settlement Administration Expense, Class Representative Service Award, and Attorney Fee and Expense Award;
- otherwise, the amount of money Elon will pay to fund monetary benefits to the Class through the Net Settlement Fund, Settlement Administration Expense, Class Representative Service Award, and Attorney Fee and Expense Award, (i.e., the **“Settlement Fund”**) is calculated by multiplying \$500,000.00 by the ratio of the number of people in the Notice Class List to the number of people in the Disclosed Class:

$$\text{Settlement Fund} = \$500,000.00 \times \frac{\text{number of people in Notice Class List}}{\text{number of people in the Disclosed Class}}$$

II. BACKGROUND AND CONTEXT

1. In the Action currently pending before the Court, the Class Representative has alleged that the defendants, including Elon, violated the requirements of CROA by providing credit amelioration services without complying with the disclosure requirements imposed by CROA with respect to a “Credit Builder Program” provided to tenants of the residential apartment complexes owned or managed by Elon.

2. According to the discovery disclosures of Elon in the Action, as of December 21, 2021, Elon received the following estimated sums as Rental Payment Reporting Fees:

- From 14,098 current tenants- \$871,196.75

- From 8,158 former tenants- \$376,144.80

TOTAL RENTAL PAYMENT REPORTING FEES COLLECTED: \$1,247,341.55

3. Elon disputes the claims asserted in the Action and denies any wrongdoing or liability in connection with the alleged violations of state and federal law, including the CROA.

4. The Class Representative, individually and on behalf of the Class, on the one hand, and Elon on the other, wish to amicably end and bring to rest the protracted Litigation that would ensue, and believe that it is in their respective best interests to do so.

5. Counsel for the Parties have engaged in extensive arm's length negotiations prior to entering into the Settlement Agreement.

6. The Class Representative and Class Counsel believe that this Settlement Agreement, including its class notification procedures, is fair, reasonable and adequate; and agree to settle the Action pursuant to the provisions of this Settlement Agreement after considering such factors as the substantial benefits to the Class Representative and the Class Members under the terms of this Settlement Agreement and the attendant risks and uncertainties of Litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such Litigation, including (a) the uncertainty inherent in establishing any liability of the defendants, (b) the uncertainty inherent in the various theories of damages, even if the Class Representative prevailed in establishing the liability of the defendants, and (c) the desirability of consummating this Settlement Agreement promptly in order to provide effective relief to the Class Representative and the Class Members.

7. By reaching the Settlement, Elon does not admit or concede any wrongdoing, liability or improper conduct of any nature in connection with any facts or claims that have been or could have been raised against it in the Action or in any other forum. Elon considers it desirable for the Action to be settled and dismissed because the Settlement will: (a) avoid the continued expense of Litigation; (b) provide substantial benefits to the Class Representative and the Class Members; (c) make resolution of the issues presented by the Action unnecessary; (d) finally put the Class Representative's claims and the Class Members' claims as well as the underlying matters to rest without undue expense to the Parties, while reducing the burdens and uncertainties associated with protracted Litigation of those claims.

8. This Settlement Agreement sets forth the terms and conditions for a proposed Settlement of the Action as described more fully below.

III.
TERMS OF SETTLEMENT

NOW THEREFORE, in light of the foregoing, which is incorporated herein and made a part hereof, and in consideration of the mutual promises, agreements and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, it is hereby stipulated and agreed, by, between and among the Parties, that the Action and the matters raised by it hereby will be settled, compromised, and dismissed on the merits and with prejudice on the following terms and conditions, subject to the approval of the Court:

1. Elon to Pay Settlement Fund

Elon agrees to pay the Settlement Fund according to the arrangements specified in this Settlement Agreement. Elon's monetary obligations under this Settlement Agreement are limited to payment of the Settlement Fund.

2. Settlement Benefits to the Class

2.1. Non-Monetary Benefits

Elon shall cease charging in the future Rental Payment Reporting Fees to its tenants.

2.2. Receipt of Net Settlement Fund

2.2.1. Only Participating Class Members Entitled to Monetary Benefit

Notwithstanding any other provision of this Settlement Agreement, only Participating Class Members are entitled to receive any payment or monetary benefit from the Net Settlement Fund; put another way, notwithstanding any other provision of this Settlement Agreement, no Person who is not a Participating Class Member is entitled to any payment or other monetary benefit from the Net Settlement Fund.

2.2.2. Pro Rata Distribution of Net Settlement Fund

The Net Settlement Fund shall be exclusively distributed pro rata to Participating Class Members as follows:

2.2.2.1. Rent Credit to Current Tenant Class Members

Each Current Tenant Class Member shall receive a pro rata portion of the Net Settlement Fund as a Current Tenant Credit pursuant to the Distribution Formula. The Current Tenant Credit will be applied by Elon to rent that will come due within 60 days of Final Approval. Within 14 days of providing the Current Tenant Credit, Elon shall

provide the Current Tenant Distribution Report to the Settlement Administrator and Class Counsel.

2.2.2.2. Check Payment to Former Tenant Class Members and Post-Approval Former Tenants

2.2.2.2.1. Issuance of Settlement Checks

Each Former Tenant Class Member and Post-Approval Former Tenant shall receive a pro rata portion of the Net Settlement Fund through a Settlement Check pursuant to the Distribution Formula. Within 14 days of the delivery of the Current Tenant Distribution Report, Elon shall deposit with the Settlement Administrator an amount equivalent to the Net Settlement Fund less the total of Current Tenant Credits paid:

$$\begin{array}{r} \text{Net Settlement Fund} \\ \text{Less: Total of Current Tenant Credits} \\ \hline \textbf{amount to deposit with Settlement} \\ = \textbf{Administrator for distribution of} \\ \textbf{Settlement Checks} \end{array}$$

Within thirty (30) days of receiving the Current Tenant Distribution Report, this amount deposited by Elon shall be used by the Settlement Administrator to mail Settlement Checks to the respective Former Tenant Class Members and Post-Approval Former Tenants.

2.2.2.2.2. Proof of Mailing

After mailing, the Settlement Administrator shall file with the Court a notice of mailing to Class Members the Settlement Checks as provided for herein.

2.2.2.2.3. Reverter of Settlement Checks Not Negotiated During Settlement Checks Limitations Period

Upon expiration of the Settlement Checks Limitations Period, the Settlement Checks shall be void and of no further force and effect, and the Parties shall have no

obligation to honor or reissue any Settlement Check that is not presented for payment within the Settlement Checks Limitations Period. As a result, the Settlement Fund may have funds remaining in it at the expiration of the Settlement Checks Limitations Period. Such remaining funds shall revert to Elon, and the Settlement Administrator shall accordingly remit those remaining funds via a check delivered to Elon within thirty days from the expiration of the Settlement Checks Limitations Period.

2.2.2.3. No Liability for Joint Class Members or Other Non-Class Member Claimants

The Parties shall not be liable or responsible for allocating or dividing a Current Tenant Credit or Settlement Check among Class Members who jointly are entitled to any monetary benefit under this Settlement Agreement or between a Class Member and any other person who claims an entitlement to the monetary benefits received by a Class Member under this Settlement Agreement. Any such dispute that arises shall be resolved solely between the contending Class Members and/or other claimants, and such Class Members and other claimants shall be prohibited from joining Elon, Elon's counsel, the Class Representative or the Class Representative's counsel in any action to apportion any monetary benefit conferred pursuant to the Settlement.

3. Preliminary Settlement Approval

Upon execution of this Settlement Agreement, Plaintiff shall file a motion requesting that the Court enter the Order of Preliminary Approval, which shall

- 3.1. Find on a preliminary basis that the Settlement, including the identification, notification and class administration set forth in this Settlement Agreement, is fair, adequate, and reasonable to the Class Members;

- 3.2. Stay all proceedings in the Action and enjoin the prosecution by Class Members who do not timely and validly exclude themselves from this Settlement of any non-filed and pending individual or class claims asserting any claim(s) encompassed by the Released Claims;
 - 3.3. Approve, as being in compliance with the due process rights and other rights of Class Members, the plan of notice and class administration set forth herein, and the contents of the Notice;
 - 3.4. Approve the Settlement Administration Expense to be paid to the Settlement Administrator from the Settlement Fund;
 - 3.5. Provide a clearly disclosed right to object to the Settlement in the Notice as set forth herein;
 - 3.6. Direct that Class Members will be notified of the terms of the proposed Settlement by mailing of the Notice to Class Members by the Settlement Administrator by first-class mail, postage prepaid, to their last known addresses as indicated in Elon's records, as updated by the Settlement Administrator, by a date certain; and
 - 3.7. Set the Approval Hearing.
4. Provision of Class Lists
 - 4.1. Notice Class List

Unless otherwise provided, within 14 days of entry of the Order of Preliminary Approval, Elon shall provide to Class Counsel and the Settlement Administrator the Notice Class List in a searchable Excel worksheet for purposes of mailing Notice to the Class Members. The information for the Former Tenant Class Members shall be segregated from the information for the Current Tenant Class Members to allow the

Settlement Administrator the ability to process Settlement Checks more efficiently to the Former Tenant Class Members without having to manually segregate same. The Notice Class List shall not be filed in the public records but shall be available for inspection for *in camera* review by the Court if requested.

4.2. Distribution Class List

Within 14 days of Final Approval, Elon shall provide to Class Counsel and the Settlement Administrator the Distribution Class List in a searchable Excel worksheet for purposes of distribution of monetary benefits. The Parties anticipate that the tenancy of some Class Members may end after Elon has provided the Notice Class List and before distribution of monetary benefits; accordingly, the Distribution Class List shall provide an update to the Notice Class List. The information for the Former Tenant Class Members shall be segregated from the information for the Current Tenant Class Members to allow the Settlement Administrator the ability to process Settlement Checks more efficiently to the Former Tenant Class Members without having to manually segregate same. The Distribution Class List shall not be filed in the public records but shall be available for inspection for *in camera* review by the Court if requested.

5. Proof of Notice to Class Members

At least ten (10) days prior to the Approval Hearing, after mailing, the Settlement Administrator through Class Counsel shall file with the Court a report of mailing the Notice to the Class Members, detailing the number of Notices which were mailed to the Class Members and identifying the Class Members who timely filed a written request for exclusion from the Settlement pursuant to Section 7.

6. Objections by Individual Class Members

6.1. Objection Rights

As set forth in the Notice:

6.1.1. Any Class Member who has not filed a written request for exclusion from the Class and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement, the proposed Settlement or the amount of the Attorney Fee and Expense Award must file with the Court and serve on counsel for Elon and the Class Representative a written statement of the objection containing the Class Member's name, current address and the name and caption of this Action, stating the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and proffering any evidence the Class Member wishes to introduce in support of the objection. Class Members may object either on their own or through an attorney hired at their own expense. The written objection must be filed with the Court and served on counsel no later than twenty (20) days before the date of the Approval Hearing;

6.1.2. Any Class Member who has timely filed and served a written objection to the Settlement may enter an appearance at the Approval Hearing either personally or through counsel and raise any issues; and

6.1.3. All proceedings, orders and judgments, including the Final Approval Order entered in the Action, whether favorable or unfavorable to the Class Members, will be binding on all Class Members who have not validly excluded themselves from the Class, even if such Class Members have objected to the Settlement. Additionally, the releases and covenants not to sue contained in Section 8 of this Settlement Agreement will be binding on all Class Members who have not validly

excluded themselves from the Class, even if such Class Members have objected to the Settlement.

6.2. Representation of Class Member by Separate Counsel

If a Class Member hires an attorney to represent him or her, the attorney must file a notice of appearance with the Court no later than twenty (20) days prior to the date of the Approval Hearing and serve a copy of such notice of appearance on counsel for Elon and the Class Representative.

6.3. Failure to Comply Results in Waiver of Objection

Any Class Member who fails to comply with the provisions for objecting to the Settlement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Action.

7. Requests for Exclusion

Any Class Member who has not timely filed an effective written request for exclusion shall be bound by all proceedings, orders and judgments in the Action, including the Final Approval Order, even if such Class Member has pending, or subsequently initiates, Litigation against Elon or any other Released Person relating to the Released Claims. A Class Member who chooses to be excluded from the Class will be excluded from the Class and therefore will be excluded from participation in the Settlement and, accordingly, will not be entitled to receive the settlement benefits conferred to the Class by Section 2, above. In the event more than three percent (3%) of the Class Members opt-out or exclude themselves from the Class Settlement, Elon, at its election, may cancel and terminate the Settlement Agreement, with the Parties restored

to their respective positions in the Action as of the date of execution of this Settlement Agreement.

8. Release and Covenant Not to Sue

8.1. Released Claims

The Class Representative and Class Members hereby agree that upon Final Approval they shall forever release, remise, acquit, satisfy, waive, and discharge Elon, Real Pay, Inc. and all other Released Persons from any and all claims, under any law whatsoever (i.e., the “**Released Claims**” as enumerated here):

- 8.1.1. For violation of the Federal Credit Repair Organization Act or any analogous state law;
- 8.1.2. For violation of any state unfair or deceptive business practices statute where the violation is predicated on a violation of the Federal Credit Repair Organization Act or any analogous state law;
- 8.1.3. That were or could have been asserted based on the facts, circumstances, or events alleged in the pleadings made in the Action;
- 8.1.4. Related to or involving any obligation or liability imposed specifically against a “credit repair organization,” “credit services organization,” “credit service organization,” “credit repair services organization,” “credit services business,” or any like entity engaged in efforts to help a consumer improve their credit, credit record, credit history, credit score, credit rating or the like;
- 8.1.5. Related to or involving the selling, providing or performing of (or representing that Released Persons can or will sell, provide, or perform) any service for the express or implied purpose of improving any consumer’s

credit record, credit history, or credit rating, or for establishing a new credit file or record;

8.1.6. Related to or involving the provision of advice or assistance with regard to improving any consumer's credit record, credit history, or credit rating, or for establishing a new credit file or record;

8.1.7. Related to or involving the Credit Builder Program;

8.1.8. Related to or involving the reporting (including failure to report) of the Class Members' payment statuses to any other entity for the purpose of having those payment statuses recorded or reported by a credit reporting agency. This release and covenant not to sue shall not extend to claims under the Fair Credit Reporting Act other than those claims that are related to or involve the facts, circumstances, or events alleged in the Amended Complaint, which will be forever and fully discharged and released; and

8.1.9. Related to any and all existing actions, causes, claims, rights, demands, suits, debts, causes of action, liens, contracts, liabilities, agreements, interest, costs, expenses or losses arising from or in any way related to any acts or omissions which have been asserted in this action or which could have been asserted by Ms. Yost individually in this action, whether known or unknown, whether at law, in equity, or under any statute or regulation, and whether based upon facts now known or newly-discovered facts and/or facts found hereafter to be other than or different from the facts now believed to be true, including without limitation any and all actions, causes, claims or causes of action under the CROA.

8.2. Covenant Not to Sue

Without limiting the generality of any provision herein, the Class Representative and Class Members hereby expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue or assert in any action, proceeding or Litigation against Elon, Real Pay, Inc., and all other Released Persons any of the Released Claims.

8.3. Release Covers Fees and Costs

Except as otherwise expressly provided herein, and without in any way limiting the scope of this foregoing release and covenant not to sue, the foregoing release and covenant not to sue covers, without limitation, any and all claims for attorneys' fees, expenses, costs or disbursements incurred by Class Counsel and any other counsel representing the Class Representative or Class Members, or by the Class Representative or the Class Members, or any of them, in connection with or related in any manner to the Action, the litigation of this Action, this Settlement Agreement, the Settlement, and/or the administration of such Settlement.

8.4. Subsequent Discovery of Facts.

In connection with this release and covenant not to sue, the Class Representative and the Class Members acknowledge that they are aware that they may hereafter discover facts, actions, claims and causes of action presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the purpose of this Settlement Agreement and the intention of the Class Representative and Class Members to settle and release such matters, and all actions, causes, causes of action and claims relating thereto,

which exist, or might have existed (whether or not previously or currently asserted in any action).

8.5. Waiver.

The Class Representative and Class Members expressly understand that certain federal or state laws, rights, rules, or legal principles which may be or become applicable may require different or additional modifications than those agreed to herein. The Class Representative and Class Members hereby agree that the provisions of such laws are hereby knowingly and voluntarily forever waived and relinquished by the Class Representative and Class Members, and the Class Representative and Class Members hereby agree and acknowledge that this is an essential term of this Settlement Agreement.

8.6. Final Resolution

Nothing in this section is intended to limit the generality of the release and covenant not to sue set forth above. It is the purpose and intent of this Settlement Agreement that all Released Claims shall forever be barred. The doctrines of *res judicata* and collateral estoppel shall apply to all Class Members with respect to all issues of law and fact and matters of relief within the scope of all filed complaints in this Action, the Released Claims, and this Settlement Agreement. If a Person seeks, in a separate action or proceeding, relief that would be inconsistent with the terms of this Settlement Agreement, Elon or any Released Party may by affidavit or otherwise in writing, advise the other Parties and the court or other forum in which such action or proceeding is brought that such relief in that action or proceeding is unwarranted. If requested by Elon or any Released Party, the Class Representative or Class Counsel shall also advise the court or other forum in which such action or proceeding is brought, in writing, that such relief in that action or proceeding is unwarranted. Provided that, since this Settlement

Agreement provides for review by the Court, any of the Parties hereto may recommend that matters raised in such separate action or proceeding should be submitted to the Court for resolution under the terms of this Settlement Agreement.

8.7. Failure to Receive Notice

The failure of any Class Member to receive Notice or any other document as described in this Settlement Agreement shall not be a basis for invalidating the Settlement, this Settlement Agreement, any order entered pursuant thereto, or any of the exhibits or documents referenced herein, and/or attached hereto, and the Settlement Agreement shall nevertheless be binding and the Final Approval Order effective in accordance with its terms.

9. Costs of Settlement Administration

9.1. General

The Settlement Administrator shall be responsible for providing notice to the Settlement Class, transmitting settlement papers, issuing Settlement Checks and all other tasks necessary and proper for the administration of the Settlement. Class Counsel shall enter into a contract with the Settlement Administrator through which the Settlement Administration Expense shall be paid directly by Elon to the Settlement Administrator from the Settlement Fund within 14 days of the Order of Preliminary Approval.

9.2. Limitation

The Settlement Administration Expense does not include any attorney's fees, expenses, costs or disbursements incurred by Class Counsel and/or any other counsel representing the Class Representative or Class Members, or by the Class Representative or the Class Members, or any of them, in connection with or related in any manner to this

Settlement Agreement, the Settlement, and/or the administration of such Settlement, except as provided for herein.

10. Class Representative Service Award

Within 14 days after the entry of the Final Approval, Elon shall pay to Ms. Yost the Class Representative Service Award (this amount is in addition to the recovery of the Class Representative as a Member of the Class hereunder). The payment of the Class Representative Service Award shall be made from the Settlement Fund by check made payable to the Class Representative to be distributed by Class Counsel to the Class Representative.

11. Attorneys' Fees and Expenses to Class Counsel

Class Counsel shall be paid the Attorney Fee and Expense Award from the Settlement Fund, subject to Court approval. Elon recognizes that the efforts of Class Counsel will benefit the Class and shall not object to any request by Class Counsel for an award of attorney's fees (in addition to any incurred litigation expense) that does not exceed thirty-three and 1/3 percent (33-1/3%) of the Settlement Fund. The Attorney Fee and Expense Award does not include the Settlement Administration Expense to be paid from the Settlement Fund pursuant to Section 9.1. The inability to deliver a check to a Class Member shall not defeat the entitlement to the fees and costs of Class Counsel on account of that Class Member's recovery. The Attorney Fee and Expense Award shall be paid by Elon to Class Counsel via wire transfer to Class Counsel within 14 days after Final Approval.

12. Additional Terms

12.1. Strict Performance; No Waiver.

Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement; and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

12.2. Best Efforts

The Parties shall cooperate fully with each other and shall use their best efforts to obtain Court approval of this Settlement Agreement and all of its terms.

12.3. Arm's Length Transaction

The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length. The exact wording, language, form and structure of the exhibits also have been negotiated at arm's length. All terms, conditions, and exhibits in their exact form are material to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. If (a) any Party petitions the Court for a modification, addition, or alteration of any term, condition, or exhibit; or (b) the Court on request of any Person or *sua sponte* materially modifies, adds to or alters any of the terms, conditions, or exhibits of this Settlement Agreement, then this Settlement Agreement shall become voidable and each of Elon and the Class Representative shall have the right to terminate this Settlement Agreement and declare it to be of no further effect by filing with the Court a notice of withdrawal from the Settlement no later than 14 days after the service of any written order or final written statement of the Court modifying, adding to, or altering any of the terms, conditions or exhibits of this Settlement

Agreement. Failure to timely file the notice of withdrawal shall indicate that Elon and the Class Representative agree to the modification, addition, and/or alteration to the terms, conditions, or exhibits to this Settlement Agreement.

12.4. Joint Participation

Each Party participated jointly in the drafting of this Settlement Agreement, and therefore the terms of this Settlement Agreement are not intended to be construed against any Party by virtue of draftsmanship.

12.5. Counterparts

This Settlement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatories may sign electronically using a secure platform (e.g., DocuSign).

12.6. Beneficiaries

This Settlement Agreement, and the Settlement contemplated herein, shall inure to the benefit of the Released Persons as well as the Parties. The Parties each acknowledge that this Settlement Agreement is being entered into for the benefit, among others, of the other above-referenced Released Persons, and agree that the provisions of this Settlement Agreement may be enforced and relied on by the Released Persons in their own right without the aid or participation of Elon or any other signatory to this Settlement Agreement. The Released Persons are intended third-party beneficiaries of this Settlement Agreement.

12.7. No Other Third-Party Beneficiaries

Except as set forth in the preceding section, this Settlement Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation

or undertaking established herein to any third-party as a beneficiary to this Settlement Agreement.

12.8. Further Acts

Each of the Parties, upon the request of any other of the Parties hereto, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Settlement Agreement.

12.9. Captions

The captions or headings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

12.10. Governing Law

This Settlement Agreement shall be governed by and shall be construed and enforced in accordance with federal law, where appropriate, and otherwise pursuant to the laws of the State of Maryland, except for any conflict of law provisions in said laws of the State of Maryland that may otherwise require the application of the laws of a jurisdiction other than that of the State of Maryland to the performance, validity, construction or enforcement of this Settlement Agreement.

12.11. Continuing Jurisdiction and Exclusive Venue

Elon and each Class Member hereby irrevocably submit to the exclusive jurisdiction and venue of the United States District Court for the District of Maryland for any suit, action, proceeding, case, controversy, or dispute relating to this Settlement Agreement and Exhibits hereto and negotiation and performance or breach of same. All Class Members and Elon are barred and enjoined from commencing or continuing any suit, action, proceeding, case, controversy, or dispute relating to this Settlement

Agreement and exhibits hereto and negotiation, performance or breach of same, in any state or federal court or other body other than the United States District Court for the District of Maryland.

12.12. Notice

Except as otherwise set forth herein, whenever this Settlement Agreement requires or contemplates that the Parties, or any of them, shall or may give notice to the other, notice shall be provided as follows:

- (a) If to the Class Representative or Class Members, then to:

Robert W. Murphy, Esq.
440 Premier Circle, Suite 240
Charlottesville, VA 22901
Telephone: (954) 763-8660

Jane Santoni, Esq.
Santoni, Vocci & Ortega, LLC
409 Washington Avenue #1000
Towson, Maryland 21204
Telephone: (443) 921-8161

- (b) If to Defendants, then to:

Charles K. Cooper, Esq.
WEINER BRODSKY KIDER PC
1300 Nineteenth Street, Fifth Floor
Washington, DC 20036
Telephone: (202) 628-2000

12.13. Computation of Time

All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of Court, the day of the act, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday,

or, when the act to be done is the filing of a paper in court, a day in which weather or other conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, and to modify or supplement any notice contemplated hereunder.

12.14. Entire Agreement, Waiver, Modification, Amendment

No representations, warranties, or inducements have been made to any of the Parties to this Settlement Agreement, other than those representations, warranties, and covenants expressly set forth in this Settlement Agreement. This Settlement Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with regard to the subject matter contained herein, and all prior negotiations and understandings between the Parties shall be deemed merged into this Settlement Agreement. No waiver, modification, or amendment of the terms of this Settlement Agreement, other than extensions of time agreed to by the Parties, whether made before or after the Court's approval of this Settlement Agreement, shall be valid or binding unless in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment. Unless the Court orders that such a waiver, modification, or amendment of the terms of this Settlement Agreement materially affects the rights of the Class Members, no subsequent notice shall be required.

12.15. Attorney's Fees and Costs

In any proceeding to enforce this Settlement Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.

12.16. Attorneys Consulted

The Parties have fully discussed the terms of and meaning of the signing of this Settlement Agreement with their respective attorneys and fully understand all of the provisions and effects of this Settlement Agreement.

12.17. Force Majeure

No Party shall be responsible for any delay or failure in performing any part of this Settlement Agreement when it is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. If any such condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party.

ELON PROPERTY MANAGEMENT CO.-
LEXFORD POOLS 1/3, LLC

By: [Signature]

Print Name: MORDECHAI BOOK

Title: AUTHORIZED SIGNATORY

Dated: 04/21/2022

ELON PROPERTY MANAGEMENT
COMPANY, LLC

By: [Signature]

Print Name: MORDECHAI BOOK

Title: AUTHORIZED SIGNATORY

Dated: 04/21/2022

COUNSEL FOR DEFENDANTS:

WEINER BRODSKY KIDER PC
1300 Nineteenth Street, Fifth Floor
Washington, DC 20036
Telephone: (202) 628-2000

By: [Signature]
Charles K. Cooper, Esq.

Dated: Apr. 20, 2022

PLAINTIFF:

Patricia Yost
Patricia Yost

Dated: May 4, 2022

COUNSEL FOR PLAINTIFF:

ROBERT W. MURPHY, ESQ.
440 Premier Circle, Suite 240
Charlottesville, VA 22901
Telephone: (954) 763-8660

By: [Signature]
Robert W. Murphy, Esq.

Dated: May 4, 2022

SANTONI, VOCCI & ORTEGA, LLC
409 Washington Avenue, #1000
Towson, MD 21204
Telephone: (443) 921-8161

By: [Signature]
Jane Santoni, Esq.

Dated: May 4 2022

EXHIBIT “A”

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

PATRICIA YOST, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

Civil Action No.: 1:21-CV-01520-CCB

ELON PROPERTY MANAGEMENT COMPANY-
LEXFORD POOLS 1/3, LLC, a Delaware limited
liability company, and ELON PROPERTY
MANAGEMENT, LLC, a Delaware limited
liability company, doing business together as
“Elon Property Management,” and REAL PAY,
INC., an Illinois corporation,

Defendants.

**ORDER PRELIMINARILY APPROVING SETTLEMENT PROPOSAL,
CONDITIONALLY CERTIFYING THE SETTLEMENT CLASS,
CONDITIONALLY APPOINTING SETTLEMENT CLASS COUNSEL AND
SETTLEMENT CLASS REPRESENTATIVE, PROVIDING FOR NOTICE AND
ENJOINING THE PROSECUTION OF RELEASED CLAIMS**

Plaintiff, PATRICIA YOST, individually and on behalf of the proposed Settlement Class¹ (the “Plaintiff” or Settlement Class Representative”), and Defendants, ELON PROPERTY MANAGEMENT COMPANY-LEXFORD POOLS 1/3, LLC, a Delaware limited liability company, and ELON PROPERTY MANAGEMENT COMPANY, LLC, a Delaware limited liability company (hereinafter collectively referred to as “Settling Defendants” or “ELON”), jointly move the Court for an order granting preliminary

¹ All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement. Some definitions, however, are repeated for clarity.

approval of the settlement proposal as detailed in the Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”), preliminarily and conditionally granting certification of a class action against Settling Defendants, conditionally appointing the Settlement Class Representative and Settlement Class Counsel, providing for Class Notice and to enjoin the prosecution of Released Claim. The Court makes the following findings of fact for the purposes of the settlement currently before the Court:

A. With respect to evaluating a class settlement proposal, Rule 23, Fed. R. Civ. P., was amended in December 2018 to require that the Court consider whether a proposed class settlement is “fair, reasonable, and adequate,” through an analysis of four factors: (1) the adequacy of representation by class representatives and class counsel; (2) whether settlement negotiations were at arm’s length; (3) the adequacy of relief provided under the settlement; and (4) the equity of treatment of class members relative to one another. In addition, in assessing the adequacy of the proposed relief, the Court must balance the proposed relief against the costs, risks, and delay of trial and appeal, as well as consider the effectiveness of the method for distributing relief to the class, the terms of any attorneys’ fees award, and any agreements made in connection with the proposal. As more detailed below, the Court finds that after considering these factors that preliminary approval of the settlement proposal is appropriate.

B. For purposes of settlement only, the Settlement Class is appropriate for treatment as a class under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure. The proposed Settlement Class is so numerous that joinder of all members is impractical. There are questions of law and fact common to the Settlement Class. The claims of the Settlement Class Representative are typical of the claims of the Settlement

Class. The Settlement Class Representative has fairly and adequately represented and protected the interests of the Settlement Class. Questions of law and fact common to members of the Settlement Class predominate over questions affecting individual members.

C. Patricia Yost is appropriate to serve as Settlement Class Representative. Her counsel in this Class Action are equally appropriate to serve as Settlement Class Counsel and will fairly and adequately assert and protect the interests of the Settlement Class.

D. The Settlement Agreement is within the range of possible settlement and is fair, just, and equitable and in the best interests of all parties hereto. The proposed settlement is sufficient to justify giving notice of the settlement to the Settlement Class.

E. The proposed Notice, attached as Exhibit B to the Settlement Agreement, reasonably informs Settlement Class Members of the essential features of this Class Action, the Settlement Agreement, class certification, and their rights with respect thereto. The proposed distribution of Class Notice provides the best notice practicable under the circumstances and is reasonably calculated to communicate actual notice of the litigation and of the Settlement Agreement to the Settlement Class Members.

F. Since the Notice to be provided to Settlement Class Members provides the best notice practicable under the circumstances, it is fair and reasonable for the Settlement Agreement, if approved, to be binding on Settlement Class Members who do not actually receive notice thereof.

G. As a condition of the Settlement, the Settlement Class Representative, on behalf of herself individually and of each of the Settlement Class Members, has agreed to

release all claims arising under federal, state, or common law as specified in the Settlement Agreement.

H. The injunction set forth in Paragraph of 14 of this Order is a material term to the Settlement Agreement and an essential component of the consideration for which Settling Defendants negotiated.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. For purposes of settlement only, the Court has jurisdiction over the subject matter of this Class Action and personal jurisdiction over the parties and each of the Settlement Class Members.

2. The Court finds that the Settlement Class fully satisfies the relevant requirements of Rule 23. The Court preliminarily finds that: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members in this Class Action is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of the Settlement Class Representative are typical of the claims of the Settlement Class; and (d) the Settlement Class Representative and Settlement Class Counsel fairly and adequately represent and protect the interests of all of the Settlement Class Members.

3. Pursuant to Federal Rule of Civil Procedure 23(b)(3) and solely for the purposes of settlement, this Class Action is preliminarily certified as a class action on behalf of a class consisting of:

All persons in the United States who, in the four (4) years preceding the filing of the instant Action, were Elon's tenants and paid Rental Payment Reporting Fees directly to Elon on their own behalf.

The Settlement Class does not include those persons who timely and properly opt-out of the Settlement Agreement.

4. Named Plaintiff, Patricia Yost, is appointed Settlement Class Representative on behalf of the Settlement Class. Robert W. Murphy, Esq. and Jane Santoni, Esq., are appointed Settlement Class Counsel for the Settlement Class. The Court preliminarily authorizes the Settlement Agreement, which now preliminarily binds the Settlement Class, contingent only upon the final approval by the Court at the Fairness Hearing. The Settlement Class Representative and Settlement Class Counsel, on behalf of the Settlement Class, are authorized to take all appropriate action required or permitted to be taken to effectuate the terms of the Settlement Agreement. American Legal Claim Services, LLC, 5985 Richard Street, Suite 3, Jacksonville, Florida 32216; Telephone: (904) 517-1446 (“Settlement Administrator”), is appointed as the Settlement Administrator for purposes of distribution of class notice, intake and processing of opt-outs and disbursement of settlement funds.

5. The Court preliminarily finds that the Settlement Agreement is fair, adequate, and reasonable to the Settlement Class.

6. The Court approves as to form and content, the Class Notice set forth as Exhibit B to the Settlement Agreement and finds that the mailing of Exhibit B is the only notice required, and that such Notice, including the right of a Settlement Class Member to opt out or object to the Settlement Agreement, as described in said Notice, satisfies the requirements of due process and all applicable laws.

7. The Settlement Administrator is directed to mail the Class Notice within twenty (20) days after the entry of this Order by mailing the Class Notice to each Settlement Class Member.

8. All reasonable costs incurred in providing Class Notice, as well as in administering the Settlement Agreement, shall be paid by the Settling Defendants as set forth in the Settlement Agreement as a reduction from the Settlement Fund.

9. The Fairness Hearing will be held before this Court on _____, at ____ a.m./p.m. at the United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201: whether the Settlement Agreement shall be finally approved as a fair and adequate settlement that is in the best interests of the Settlement Class. The application for attorneys' fees and expenses will also be heard at that time, as well as all other matters necessary to effectuate the terms of the Settlement Agreement.

10. All Settlement Class Members who wish to be excluded from the Settlement Class shall do so by informing the Claims Administrator in writing ("Opt-out Notice") by mail of their intention to opt out and providing the following information: (1) the Person's name, address, and telephone number; and (2) a statement or acknowledgment that the Person wishes to be excluded from the Settlement Class. To be effective, the Opt-out Notice must be postmarked no later than _____, 2022. Any Settlement Class Member who does not timely and validly request exclusion from the Settlement Class in the manner required by the Settlement Agreement and Notice shall be bound by all the terms of the Settlement Agreement.

11. Any Settlement Class Member who wishes to be heard orally at the Fairness Hearing or who wishes for any objection to be considered must file a written notice of objection with the Court that includes:

- (a) A statement of each objection asserted;
- (b) A detailed description of the facts underlying each objection;

- (c) A detailed description of the legal authorities supporting each objection;
- (d) A statement of whether the objector intends to appear and argue at the Fairness Hearing and, if so, how long the objector anticipates needing to present the objection;
- (e) A list of witnesses whom the objector may call by live testimony, oral deposition testimony, or affidavit during the Fairness Hearing;
- (f) A list of the exhibits and documents that the objector will offer during the Fairness Hearing, along with copies of such exhibits and documents;
- (g) The name and contact information, if any, of counsel for the objector; and
- (h) A detailed statement of any personal or financial interest of the objector or his/her counsel in the outcome of this Class Action, determination of the objection, Preliminary Settlement Approval, the Final Order, or Final Judgment.

12. Any person who wishes for any objection to be considered must file the notice of such objection or request to be heard with the Clerk of the Court, and in compliance with the requirements of Paragraph 6 of the Settlement Agreement, and serve such notice of objection or request to be heard upon Settlement Class Counsel and Settling Defendant's Counsel, at the addresses set forth in Section 12.12 of the Settlement Agreement, no later than [_____, 2022](the "Objection Date"). Objectors who fail to properly or timely file their objections with the Court or to serve them as provided above shall not be heard during the Fairness Hearing; nor shall their objections be considered by the Court; only Settlement Class Members may object to the Settlement Agreement. Persons who opt out of the Settlement Class may not object to the Settlement Agreement or intervene in this Class Action.

13. Absent an express written agreement by Settlement Class Counsel and Settling Defendants' Counsel agreeing to discovery, any Person who desires any discovery

incident to (or which the Person contends is necessary to) the approval of the Settlement Agreement must first obtain an order from this Court permitting such discovery.

14. All proceedings in this Class Action and all Released Claims, as defined in the Settlement Agreement, by or on behalf of any Settlement Class Member in any forum are hereby ordered stayed and are enjoined until the issuance of the Final Order and Final Judgment by this Court, except as may be necessary to implement the Settlement Agreement or comply with the terms of the Settlement Agreement. Pending final determination of whether the Settlement Agreement should be approved, neither the Settlement Class Representative nor any Settlement Class Member, either directly, representatively, or in any other capacity, nor any person or entity allegedly acting on behalf of Any Settlement Class Member, shall commence, continue, or prosecute against ELON or against any of the other Released Parties, any action or proceeding in any court, tribunal, or elsewhere, asserting any of the Released Claims. This injunction has one exception: it shall not apply to individual claims of any Putative Class Member who timely excludes himself from this Class Action in a manner that complies with Paragraph 12 of this Order. This stay and injunction are necessary to protect and effectuate the Settlement Agreement, this Order, and this Court's flexibility and authority to effectuate this Settlement Agreement and to enter the Final Order and Final Judgment when appropriate and is ordered in aid of this Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. §§ 165(a) and 2283. Upon issuance of the Final Order and Final Judgment, this injunction shall automatically convert to a permanent injunction and shall be enforceable as such regardless of whether it is mentioned in the Final Order or Final Judgment.

15. The Court expressly retains jurisdiction and will continue to retain jurisdiction following the Final Order and Final Judgment in this Class Action so that it can enforce the Settlement Agreement, Final Order, and Final Judgment by, among other things, issuing injunctions in the appropriate instances against later actions filed in violation of the terms of the Settlement Agreement and this Court's Orders.

16. The Court reserves the right to adjourn or continue the date of the Fairness Hearing without further notice to Settlement Class Members and retains jurisdiction to consider all further applications arising out of the Settlement Agreement. The Court may approve or modify the Settlement Agreement without further notice to Settlement Class Members.

17. At least (10) court days prior to the Fairness Hearing, the Settlement Administrator shall submit to the Court an affidavit attesting that the mailing and publication of the Notices has occurred in accordance with the procedures set out herein and in the Settlement Agreement.

19. Within fifteen (15) days after the Opt-Out Deadline, the Settlement Administrator will provide Settling Defendant's Counsel and Settlement Class Counsel with a complete list of all timely and valid requests for exclusion, who will jointly submit the list to the Court within five (5) court days thereafter.

20. Settlement Class Counsel, or any other counsel or Persons who believe that they are entitled to an award of attorneys' fees or costs, are directed to file an application for attorneys' fees and costs no later than ten days prior to the Fairness Hearing.

21. Settling Defendants through counsel shall comply with the notice requirements of 28 U.S.C. §1715 of the Class Action Fairness Act (“CAFA”) and shall file proof of CAFA compliance within 10(ten) days from the date hereof.

IT IS SO ORDERED.

DATED: _____

HON. CATHERINE C. BLAKE
UNITED STATES DISTRICT JUDGE

EXHIBIT “B”

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION
YOST v. ELON PROPERTY MANAGEMENT COMPANY et. al.
CASE NO. 1:21-CV-01520-CCB

NOTICE OF CLASS ACTION SETTLEMENT

This notice is to advise you of the proposed settlement of the above-referenced class action lawsuit and your rights and benefits in connection with that proposed settlement. YOU ARE NOT BEING SUED.

1. Why was this notice issued?

Plaintiff Patricia Yost (“Class Representative”) reached a proposed settlement with Elon Property Management Company – Lexford Pools 1/3 LLC, Elon Property Management Company, LLC, and Real Pay, Inc. (collectively the “Settling Defendants” or “Elon”), not only for herself, but on behalf of a settlement class defined as follows:

All persons in the United States who, in the four (4) years preceding the filing of the instant Action, were Elon’s tenants and paid Rental Payment Reporting Fees directly to Elon on their own behalf.

If you received this notice, then the Settling Defendants’ records reflect that you may be a member of the Settlement Class. The purpose of this notice is to inform you of the terms of the proposed settlement and the benefits available under it, to inform you how this lawsuit and the settlement may affect your legal rights, how you may submit a claim under the settlement, and to advise you of the steps you must take if you wish to exclude yourself from the settlement.

2. What is this lawsuit about?

On June 23, 2021, Patricia Yost filed a lawsuit alleging that Settling Defendants violated, 15 U.S.C. §1679, *et seq.*, known more commonly as the “Federal Credit Repair Organizations Act” (“CROA”) by providing credit amelioration services without complying with the disclosure requirements imposed by CROA with respect to a “Credit Builder Program” provided to tenants of the residential apartment complexes owned or managed by Elon. Settling Defendants deny all such claims and have asserted numerous defenses.

The proposed settlement will provide a partial reimbursement of the \$5.00 monthly fees (“Rental Payment Reporting Fees”) charged by Elon to Class Members to cover the cost of reporting their rental payment statuses to a credit reporting agency; this fee is referred to as a “Credit Builder Fee” in Plaintiff’s pleadings.

The Court has made no determination regarding the correctness or validity of any of the claims or defenses in this lawsuit. Instead, the parties have entered into a settlement agreement in the hopes of ending the time, expense and uncertainty of litigation.

THE PROPOSED SETTLEMENT BENEFITS

3. What benefits does the Proposed Settlement provide?

Settling Defendants have agreed to establish a settlement fund of \$500,000 (“Settlement Fund”) for the payment of settlement benefits to class members who do not exclude themselves from the settlement (“Participating Class Members”). As discussed separately below, attorneys’ fees, litigation costs, compensation to the Class Representative, and the costs paid to a third-party Claims Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of this

amount. The balance of the Settlement Fund (“Net Settlement Fund”) will be divided among all Participating Class Members using a distribution formula based on the calculation of each Participating Class Member’s respective share of the Net Settlement Fund, which is the ratio of the total Rental Payment Reporting Fees paid to Elon by the respective Class Member to the total Rental Payment Reporting Fees paid by all Participating Class Members multiplied by the Net Settlement Fund:

$$\text{Distribution to Respective Participating Class Member} = \frac{\text{Rental Payment Reporting Fees paid by Class Member to Elon}}{\text{Total Rental Payment Reporting Fees Paid by Participating Class Members}} \times \text{Net Settlement Fund}$$

The Net Settlement Fund shall be distributed *pro rata* to Participating Class Members as follows:

A. Rent Credit to Current Tenant Class Members

Class Members who are current tenants of Elon-owned or managed properties at the time they are identified (“Current Tenant Class Member”) shall receive a *pro rata* portion of the Net Settlement Fund as a one-time credit (“Current Tenant Credit”) to be given by Elon against rent due from Current Tenant Class Members in an amount to be determined under the Distribution Formula. The Current Tenant Credit will be applied by Elon to rent that will come due within 60 days of Final Approval.

B. Check Payment to Former Tenant Class Members and Post-Approval Former Tenants

Class Members who are not Current Tenant Class Members (“Former Tenant Class Member”) shall receive a *pro rata* portion of the Net Settlement Fund through a settlement check (“Settlement Payment Check”) pursuant to the Distribution Formula.

4. Is the settlement final?

The settlement of this lawsuit is not yet final. It will not take effect unless and until the Court approves the settlement and until all appellate court review is exhausted or the time for seeking all such review has expired, as explained more fully in the settlement agreement.

GETTING MONEY FROM THE PROPOSED SETTLEMENT

5. How do I obtain money from the Proposed Settlement?

You do not need to take any further action in order to make a claim under the settlement. If you have received this notice, you have been identified as a putative class member. If you do not exercise your right to opt out of the class action (as discussed in paragraph 9 below), your Current Tenant Credit will be made (if you are a Current Tenant), or your Settlement Payment Check will be mailed to you (if you are a Former Tenant Class Member) at the same address to which this notice was sent or the address that you provide the Settlement Administrator.

THE LAWYERS REPRESENTING YOU

6. Who represents the Class?

Settlement Class Counsel are Robert W. Murphy, Esq., of the Law Office of Robert W. Murphy, 440 Premier Circle, Suite 240, Charlottesville VA 22901, and Jane Santoni, Esq., Santoni Vocci & Ortega, LLC, 201 W. Padonia Road, Suite 101A, Timonium, MD 21093.

7. How will the lawyers be paid? What will the Class Representative Plaintiff receive? What expenses will be paid?

Class Counsel will ask the Court to approve attorneys' fees and expenses ("Attorney Fee Request") to be paid from the Settlement Fund. As fees, Class Counsel will ask the Court to award no greater than the sum of 33 1/3 % of the Settlement Fund (\$166,650.00), in addition to costs, travel, mediation and litigation expense incurred by Class Counsel in the amount not to exceed \$750.00. Class Counsel will also ask the Court to approve a service award ("Service Award") of \$5,000.00 to be paid from the Settlement Fund to the Class Representative for the time and resources she has spent helping the lawyers on behalf of the whole Class. The Court may award less than the requested amount to both Class Counsel and the Class Representative.

No Class Member will owe or pay anything for attorneys' fees and expenses or the Service Award. Any award of attorneys' fees and expenses or the Service Award will be paid from the Settlement Fund.

The cost of administrating the settlement ("Settlement Administration Expense"), including the cost of sending this notice and the mailing of Settlement Checks, will be deducted from the Settlement Fund, in addition to the attorneys' fees and expenses and the Service Award. The anticipated costs of the Settlement Administration Expense are approximately \$_____. The Court must approve the attorneys' fees and expenses for Class Counsel and the Service Award for the Class Representative. The Court will conduct a hearing on the Attorney Fee Request of Class Counsel and the Service Award to the Class Representative at the same time of the final approval hearing.

8. Why is Class Counsel recommending the settlement?

The attorneys in this lawsuit reached this settlement after weighing the risks and benefits to the Settlement Class of settling this lawsuit as compared to those of continuing it. The factors that were considered include the uncertainty of the claims, as well as other legal issues that have not yet been determined by the Court. Settlement Class Counsel balanced these and other substantial risks in determining that the proposed settlement is fair, reasonable, and adequate in light of the circumstances and is in the best interests of the class.

WHAT YOU ARE GIVING UP

9. How does the Proposed Settlement affect my rights? If the Court finally approves the Settlement, what will happen to any claims I may have against Elon?

If the settlement becomes final, it will result in a release by the Plaintiff and all members of the Settlement Class of all claims, known or unknown, which were or which could have been brought and shall forever release, remise, acquit, satisfy, waive, and discharge Elon, Real Pay, Inc. and all other Released Persons from any and all claims, under any law whatsoever (i.e., the “Released Claims” as enumerated here):

- i. For violation of the Federal Credit Repair Organization Act or any analogous state law;
- ii. For violation of any state unfair or deceptive business practices statute where the violation is predicated on a violation of the Federal Credit Repair Organization Act or any analogous state law;

- iii. That were or could have been asserted based on the facts, circumstances, or events alleged in the pleadings made in the Action;
- iv. Related to or involving any obligation or liability imposed specifically against a “credit repair organization,” “credit services organization,” “credit service organization,” “credit repair services organization,” “credit services business,” or any like entity engaged in efforts to help a consumer improve their credit, credit record, credit history, credit score, credit rating or the like;
- v. Related to or involving the selling, providing or performing of (or representing that Released Persons can or will sell, provide, or perform) any service for the express or implied purpose of improving any consumer’s credit record, credit history, or credit rating, or for establishing a new credit file or record;
- vi. Related to or involving the provision of advice or assistance with regard to improving any consumer’s credit record, credit history, or credit rating, or for establishing a new credit file or record;
- vii. Related to or involving the Credit Builder Program;
- viii. Related to or involving the reporting (including failure to report) of the Class Members’ payment statuses to any other entity for the purpose of having those payment statuses recorded or reported by a credit reporting agency. This release and covenant not to sue shall not extend to claims under the Fair Credit Reporting Act other than those claims that are related to or involve the facts, circumstances, or events alleged in the Amended Complaint, which will be forever and fully discharged and released; and

This means if you do not remove or exclude yourself from the Settlement Class, you will not be able to sue or join another lawsuit against the Settling Defendants for such claims (See Question 10 below).

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue Settling Defendants with respect to the Releases Claims or with respect to any other legal claim, you must take steps to remove yourself from the Proposed Settlement. This is called asking to be excluded from – or “opting out” of – the Class and the Proposed Settlement.

10. How do I remove myself from the Proposed Settlement?

You do not have to be included in this settlement. If you want to exclude yourself from the settlement, write a letter that sets forth your name, address, and that you wish to be excluded from the Settlement Class. This letter must be signed by you and mailed by U.S. mail postmarked no later than _____, 2022 to the following address: American Legal Claim Services, LLC, 5985 Richard Street, Suite 3, Jacksonville, Florida 32216; Telephone: (904) 517-1446, with a copy also being sent by U.S. Mail to Robert W. Murphy, Esq., 440 Premier Circle, Suite 240, Charlottesville VA 22901 and to Charles K. Cooper, Esq., Weiner Brodsky Kider PC, 1300 Nineteenth Street, Fifth Floor, Washington, DC 20036.

You will be bound by the settlement agreement and final judgment of the Court unless you submit a valid and timely request for exclusion from the Settlement Class.

OBJECTING TO THE PROPOSED SETTLEMENT

11. How do I tell the Court I don't agree with the Proposed Settlement?

The Court has scheduled a fairness hearing on _____2022, at

_____ a.m./p.m at the United States District Court for the District of Maryland, 101 West Lombard Street, Room #_____, Baltimore, Maryland 21201. The purpose of this hearing is to, among other things, consider whether to give final approval to the settlement.

Any member of the Settlement Class may appear at the hearing. Any member of the Settlement Class may also oppose the settlement at the hearing. However, you must first file a written notice of objection with the Court that includes:

- (a) A statement of each objection asserted;
- (b) A detailed description of the facts underlying each objection;
- (c) A detailed description of the legal authorities supporting each objection;
- (d) A statement of whether the objector intends to appear and argue at the Fairness Hearing and, if so, how long the objector anticipates needing to present the objection;
- (e) A list of witnesses whom the objector may call by live testimony, oral deposition testimony, or affidavit during the Fairness Hearing;
- (f) A list of the exhibits and documents that the objector will offer during the Fairness Hearing, along with copies of such exhibits and documents;
- (g) The name and contact information, if any, of counsel for the objector; and
- (h) A detailed statement of any personal or financial interest of the objector or his/her counsel in the outcome of this Class Action, determination of the objection, Preliminary Settlement Approval, the Final Order, or Final Judgment.

In addition to filing your objection with the Court, you must also mail copies of your objection to Robert W. Murphy, Esq., 440 Premier Circle, Suite 240, Charlottesville VA 22901 and to Charles K. Cooper, Esq., Weiner Brodsky Kider PC, 1300 Nineteenth

Street, Fifth Floor, Washington, DC 20036. **Each objection must be postmarked by _____, 2022.**

12. What is the difference between objecting and asking to be excluded?

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

THE COURT’S FINAL APPROVAL HEARING

13. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a final approval hearing to decide whether the Proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court will also consider whether to award attorneys’ fees and other expenses to Class Counsel, whether to provide a service award to the Class Representative, and whether to enter a final judgment and dismiss the lawsuit. If there are objections, the Court will consider them. You may attend and you may ask to speak.

The final approval hearing will be on _____, **2022 at ____ : ____ a.m./p.m.**, before the Honorable Judge Catherine C. Blake of the U.S. District Court for the District of Maryland, 101 West Lombard Street, Baltimore, MD 21201, in Judge Blake’s Courtroom.

The Proposed Settlement may be approved by the Court with modifications, and without further notice, if consented to by the Class Representative and Settling

Defendants and their respective attorneys in accordance with the terms of the Settlement Agreement.

14. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you send a written objection, you do not have to come to the final approval hearing to talk about it. As long as you filed and mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your own lawyer to attend the final approval hearing, but it is not necessary.

IF YOU DO NOTHING

15. What happens if I do nothing?

You have the right to do nothing. If you do nothing, you will remain part of the Class and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Settling Defendants for the Released Claims, ever again. You will receive all the Settlement Benefits described in Paragraph 3 above.

GETTING MORE INFORMATION

16. How do I get more information?

If you have any questions concerning the matters dealt with in this notice, please direct your inquiries to Class Counsel.

Do not contact the Court with any questions; the Court cannot provide you with legal advice. Any questions should be directed to Class Counsel or your own attorney.

EXHIBIT “C”

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

PATRICIA YOST, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

Civil Action No.: 1:21-CV-01520-CCB

ELON PROPERTY MANAGEMENT COMPANY-
LEXFORD POOLS 1/3, LLC, a Delaware limited
liability company, and ELON PROPERTY
MANAGEMENT, LLC, a Delaware limited
liability company, doing business together as
“Elon Property Management,” and REAL PAY,
INC., an Illinois corporation,

Defendants.

_____ /

FINAL APPROVAL ORDER

THIS MATTER having come before the Court on _____, 2022,
between Plaintiff PATRICIA YOST (“Class Representative” or “Ms. Yost”), an individual,
on behalf of herself and all others similarly situated, and Defendants ELON PROPERTY
MANAGEMENT COMPANY-LEXFORD POOLS 1/3, LLC, a Delaware limited liability
company, and ELON PROPERTY MANAGEMENT COMPANY, LLC, a Delaware limited
liability company (hereinafter collectively referred to as “Elon”), by and through their
respective undersigned attorneys, and the Court having considered the documents and
pleadings on file, and any argument presented, the Court hereby finds:

1. On or about _____ 2022, after extensive settlement discussions,
the respective Parties entered into a Class Action Settlement Agreement (“Settlement
Agreement”), which has been previously filed with the Court.

2. Upon the review of the record and for the reasons set forth below, this Court hereby gives its final approval of the Settlement Agreement and finds that the Settlement to be fair, reasonable and adequate.

3. The Court finds that the Class Members are receiving fair, reasonable and adequate Settlement Benefits pursuant to the Settlement Agreement in this action.

4. In its Order of Preliminary Approval, the Court preliminarily approved the Class Notice, and found that the proposed form and content of the Class Notice satisfied the requirements of due process, Rule 23, Federal Rules of Civil Procedure. The Court reaffirms that finding and holds that the best practical notice was given to Class Members.

5. Class Counsel timely caused the Class Notice to be mailed by first-class mail, postage prepaid, to each of the Class Members at their last known address. The Class Notice advised the Class Members of, among other things, the allegations of the claims by the Class Representative, the terms of the proposed settlement, the requirements for exclusion from the settlement, objection to the proposed settlement, and the scheduled approval hearing. The Class Notice further identified Class Counsel and set forth that Class Counsel was seeking an award of attorney's fees and expense and that said attorney's fees and expense would be deducted from the Class Fund. The Class Notice also set forth in full the claims released as part of the Settlement and advised such persons to read the notice carefully because it would affect their rights, if they failed to exclude themselves from the Settlement.

6. _____ Class Members have requested to be excluded, to-wit: [names of Class Members]. _____ No Class Members have objected to the proposed Settlement.

7. The Court finds that the Class Members were given an opportunity to opt out and were adequately represented by the Class Representative and Class Counsel.

Hutchins v. Smith, 538 P.2d 610 (1975).

8. The Court must determine whether the proposed Settlement is “fair, adequate and reasonable and that it is not the product of collusion” between the parties. See, e.g., *Lane v. Facebook, Inc.*, 696 F.3d 811 (9th Cir.2012); *Cotton v. Hinton*, 559 F.2d 136 (5th Cir. 1977); *Leverso v. South Trust Bank of Alabama, National Association*, 18 F.3d 1527, 1530 (11th Cir. 1994); *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). In making this determination, the Court considered the factors outlined in *In re Jiffy Lube Securities Litigation.*, 927 F.2d 155 (4th Cir. 1991) (“*Jiffy Lube*” Factors”). The factors are:

- (1) the posture of the case at the time settlement was proposed;
- (2) the extent of discovery that had been conducted;
- (3) the circumstances surrounding negotiations;
- (4) the experience of counsel;
- (5) the relative strength of the plaintiff’s case on the merits;
- (6) the existence of any difficulties of proof or strong defenses the plaintiff is likely to encounter if the case goes to trial;
- (7) the anticipated duration and expense of additional litigation;
- (8) the solvency of the defendants and likelihood of recovery in a litigated judgment; and
- (9) the degree of opposition to the settlement.

Id. at 159. See, e.g., *Troncelliti v. Minolta Corporation*, 666 Fd. Supp. 750, 752-54 (D. Md. 1987); *In re Montgomery County Real Estate Antitrust Litigation*, 83 F.R.D. 305, 315-16 (D. Md. 1979); *City of Detroit v. Grinnell Corporation*, 495 F.2d 448, 462 (2nd Cir. 1974); *In re A.H. Robins Co.*, 880 F.2d 709, 748-49 (4th Cir.1989). Application of the *Jiffy*

Lube Factors shows that the proposed settlement is fair, adequate, reasonable and in the best interest of the Settlement Class.

9. In determining the adequacy of the proposed Settlement, the Court need not and does not decide the merits of the case. This Court has considered the submissions of the parties, which demonstrates a degree of uncertainty in the Class Representative prevailing in her claims. The Settlement Benefits set forth in the Settlement Agreement and noted above represent a significant benefit to the Class Members. Given the factual legal obstacles standing in the way of a full recovery if this case were litigated to a conclusion, and the perils of maintaining an action through a final judgment or appeal, this Court finds that the Settlement provides for a reasonable and adequate recovery that is fair to all Class Members. If this case were to proceed without settlement, the resulting litigation would be complex, lengthy, and expensive. The Settlement eliminates a substantial risk that the Class Members would walk away empty-handed after trial.

10. Further, the Defendants have defended this action vigorously and have indicated they would continue to do so, absent settlement. Because of resulting motion practice, trial and appeals, it could be a lengthy period before the Class Members would see any recovery even if they were to prevail on the merits, which would not produce a better recovery than they may have achieved in this Settlement.

11. The parties negotiated the Settlement after a thorough review and analysis of the legal issues involved for nearly a year after the filing of the lawsuit. The facts demonstrate that the Class Representative was sufficiently informed to negotiate, execute, and recommend approval of the Settlement. *See, e.g., Davies v. Continental Bank*, 122 F.R.D. 475, 479-80 (ED Pa.1996).

12. This Court may also consider the opinions of the participants, including

Class Counsel. *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1984), cert. denied, 459 U.S. 828 (1985). Class Counsel have considerable experience in the prosecution of large and complex consumer class actions. Counsel for the Defendants are likewise experienced. This Court gives credence to the opinion of counsel, amply supported by the Court's independent review, that this settlement is a beneficial resolution of the class action claims.

13. In addition to finding that the terms of the proposed settlement are fair, reasonable, and adequate, the Court must determine there is no fraud or collusion between the parties or their counsel negotiating the settlement terms. *Bennett*, 737 F.2d 986; *Miller v. Republic National Life Insurance Company*, 559 F.2d 426, 428-29 (5th Cir. 1977). In this case, there is no suggestion of fraud or collusion between the parties. Furthermore, the terms of the Settlement make it clear that the process by which the settlement was achieved was fair. *Miller*, 559 F.2d at 429.

14. Due to the efforts of Class Counsel, a class action consisting of 22,296 members has been certified for compensatory damages and equitable relief. The Settlement Agreement negotiated by Class Counsel provides for the establishment of a settlement fund in the sum of Five Hundred Thousand Dollars (\$500,00.00) from which, after deduction of the Settlement Administration Expense, the Class Representative Service Award, and Attorney Fee and Expense Award (as defined by the Settlement Agreement), Participating Class Members shall receive their pro rata portion of the Net Settlement Fund

15. The relief to the Class has significant value, both with respect to monetary compensation to the Class and other non-monetary benefits.

16. The terms of the Settlement Agreement, including all exhibits thereto, are

fully and finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Class.

17. Through the Settlement Agreement, the parties agreed that Class Counsel would be paid a reasonable attorneys' fees under the Common Fund/Common Benefit Doctrine ("Attorney Fee Award"), together with litigation expenses including court costs, mediation fees and travel expenses. Elon agreed that it would not object to any Attorney Fee Award by Class Counsel (in addition to any incurred litigation expense) for an award of attorneys' fees that does not exceed thirty-three and 1/3 percent (33-1/3%) of the Settlement Fund.

18. As for the Attorney Fee Award, the request for fees under the Common Fund Doctrine of \$_____ from the Settlement Fund by Class Counsel is fair and reasonable compensation to Class Counsel in accordance with Rule 19-301.5, Maryland Attorneys' Rules of Professional Conduct, and the factors set forth therein.

19. As for the Litigation Expense Reimbursement, Class Counsel has incurred litigation expense, consisting of costs, mediation fees and travel expense totaling _____ Dollars (\$) which the Court finds was necessary and reasonable in the representation of the Class.

20. Through the Settlement Agreement, the Parties agreed that the Class Representative would receive, in addition to the class benefits, an incentive award of Five Thousand Dollars (\$5,000.00) ("Class Representative Service Award") for her efforts in obtaining the above-described benefits to the Class. The Court finds that such an award is reasonable and appropriate in light of the results obtained.

Based on the foregoing, it is **ORDERED AND DECREED** that:

1. The Settlement Agreement is hereby approved in final.

2. Without limiting any term of the Settlement Agreement, including the release of claims as set forth in full in the Settlement Agreement at paragraph 8, it is hereby ordered and adjudged that the terms of the Settlement Agreement and of this Final Approval Order shall forever be binding upon, and shall have *res judicata* and preclusive effect, in any and all pending and future lawsuits maintained by the Class Representative and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns.

3. The Attorney Fee Award, the Litigation Expense Reimbursement and the Class Representative Service Award shall be disbursed from the Settlement Fund in accordance with the provisions of the Settlement Agreement.

4. The Net Settlement Fund shall be disbursed to the Class Members in accordance with the provisions of the Settlement Agreement.

DATED: _____

HON. CATHERINE C. BLAKE
UNITED STATES DISTRICT JUDGE