

**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.: CCB-21-1520

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, AND PROVIDING FOR NOTICE**

This matter came before the Court for a conference call on June 8, 2022. 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

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.

for an order granting preliminary 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 A to this Order, 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. During the conference call, the Court voiced concern over the wording and scope of the release language contained in the Settlement Agreement. With the agreement and clarification of counsel for the Parties, Sections 8.5 (Waiver) and 8.6 (Resolution) are stricken and Section 8.4 (Subsequent Discovery of Facts) is limited to the specific matters described in Section 8.1 (Release and Covenant Not to Sue).

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. Subject to the changes to the Agreement set forth in the findings above, 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 amended Class Notice set forth as Exhibit A to this Order and finds that the mailing of Exhibit A 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 Thursday, October 27, 2022, at 9:30 a.m. at the United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201, Courtroom 7D, to determine 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 September 27, 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) The case identifier, YOST v. ELON PROPERTY MANAGEMENT COMPANY, Civil Case No.: 21-1520-CCB
- (b) A statement of each objection asserted;
- (c) A detailed description of the facts underlying each objection;
- (d) A description of the legal authorities supporting each objection, if the objector so chooses;
- (e) 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; and
- (f) The name and contact information, if any, of counsel for the objector;

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 September 27, 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. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: July 11, 2022

_____/s/_____
CATHERINE C. BLAKE
UNITED STATES DISTRICT JUDGE

EXHIBIT A

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 lawsuit and your rights and benefits in connection with that proposed settlement.

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 LLC, and Real Pay, Inc. (collectively the “Settling Defendants”), 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, 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 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 a 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, a Service Award 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 exclusively 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. Elon shall deposit with the Settlement Administrator an amount equivalent to the Net Settlement Fund less the total of Current Tenant Credits paid:

Net Settlement Fund
Less: Total of Current Tenant Credits
amount to deposit with Settlement
= **Administrator for distribution of Settlement Checks**

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,

Maryland 21093. Settlement Class Counsel can provide a copy of the settlement agreement upon request.

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 the sum of no more than 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 of \$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 lawyer 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 Incentive 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 Incentive Award. The anticipated costs of the Settlement Administration Expense are approximately \$47,000. The Court must approve the attorneys' fees and expenses for

Class Counsel and the Incentive Award for the Class Representative. The Court will conduct a hearing on the Attorney Fee Request of Class Counsel and the Incentive 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 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
- ix. 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.

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

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue Settling Defendants with respect to the Released Claims, 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 **September 27, 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 Thursday, October 27, 2022, at 9:30 a.m. at the United States District Court for the District of Maryland, 101 West Lombard Street, Courtroom #7D, 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) The case identifier: YOST v. ELON PROPERTY MANAGEMENT COMPANY; Civil Case No. 21-1520-CCB;
- (b) A statement of each objection asserted;
- (c) A detailed description of the facts underlying each objection;
- (d) A description of the legal authorities supporting each objection, if the objector so chooses;
- (e) 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; and
- (f) The name and contact information, if any, of counsel for the objector.

In addition to mailing your objection to the Clerk of Court, 101 West Lombard Street, Baltimore, MD 21201 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 no later than **September 27, 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 an incentive award to the Class Representatives, 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 Thursday, October 27, 2022, at 9:30 a.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 Courtroom 7D.

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.