

TIMOTHY P. CLAIBORNE, \* IN THE  
MIEISHA J. ALSTON, \* CIRCUIT COURT  
Plaintiffs, \* FOR  
v. \* BALTIMORE CITY, MARYLAND  
THE MARYLAND MANAGEMENT \* Case No. 24-C-16-4505  
COMPANY,  
Defendant. \*

\* \* \* \* \*

**CLASS SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by Plaintiffs Timothy P. Claiborne and Mieisha J. Alston (“Representative Plaintiffs”), acting individually and on behalf of the settlement class defined below, and Defendant The Maryland Management Company (“MMC”). This Settlement Agreement is subject to preliminary and final approval by the Court pursuant to Maryland Rule 2-231.

**I. RECITALS**

1. Representative Plaintiffs initiated this putative class action in the Circuit Court for Baltimore City on August 11, 2016, alleging that MMC filed lawsuits, obtained judgments, and otherwise used judicial process to collect debts from Maryland consumers without a license in violation of the Maryland Collection Agency Licensing Act (MCALA), Md. Code Ann., Bus. Reg. § 7-101, *et seq.*

2. According to the Complaint, MMC did not have a collection agency license when it filed lawsuits against the Representative Plaintiffs to collect debts and obtained judgments on those debts. The Representative Plaintiffs contend that MMC, through these actions, violated the Maryland Consumer Debt Collection Practices Act (MCDCPA), Md. Code Ann., Com. Law III

§§ 14-201, *et seq.*, and the Maryland Consumer Protection Act (MCPA), Md. Code Ann., Com. Law III §§ 13-301, *et seq.*, and was unjustly enriched. The Representative Plaintiffs also seek declaratory and injunctive relief in the form of disgorgement of all amounts collected, as a result of the judgments obtained by MMC, as well as other equitable relief aimed at restricting MMC's efforts to collect on the judgment. The Representative Plaintiffs assert these claims and seek this relief on a class basis.

3. MMC has answered the Complaint, asserting a number of affirmative defenses and denying any wrongdoing or liability.

4. Prior to negotiating this Settlement, the parties conducted extensive research into the applicable law with respect to the claims and defenses and with respect to class certification issues.

5. This Settlement was reached after and as the result of detailed arms-length negotiations between competent and experienced counsel, including exchanges of information regarding the size and scope of the putative class.

6. MMC has represented, and Representative Plaintiffs rely on such representation, that as of and after September 1, 2016, MMC did not initiate any lawsuits in Maryland state courts to collect debts from individuals without a collection agency license and did not continue to collect on judgments that were obtained by MMC without a collection agency license.

7. Based on their discovery and investigation and multiple days of negotiation in person and on the telephone, the Representative Plaintiffs and their counsel concluded that a settlement with MMC, according to the terms set forth below, is in their best interests and the best interests of the members of the proposed Settlement Class.

8. MMC denies all allegations of wrongdoing and liability asserted in the Complaint,

and of any liability whatsoever, and maintains that it has conducted its dealings with the Representative Plaintiffs and all members of the proposed Settlement Class in a lawful manner in all respects. MMC maintains that it has a number of meritorious defenses to the Representative Plaintiffs' various claims. Nevertheless, MMC recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeal, and the disruption to its business operations arising out of this litigation. It also recognizes the danger which a successful trial on class wide claims might present to it. Accordingly, MMC believes that settlement is likewise in its best interest.

9. Nothing in this Settlement Agreement shall be construed as an admission or concession by MMC of the truth of the allegations raised in the Complaint, lawsuit or any other lawsuit, or of any fault, wrongdoing, or liability of any kind, which MMC expressly denies.

10. Counsel for the Parties agree to recommend a mutually acceptable Settlement Administrator be appointed by the Court. The Settlement Administrator will be responsible for reporting both to the Court and to the parties as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, it is stipulated and agreed by the Representative Plaintiffs, Plaintiffs' Counsel, and MMC that the Action and all claims of the Representative Plaintiffs and the proposed Settlement Class are settled, compromised, and dismissed on the merits and with prejudice as to MMC, subject to Court approval as required by Maryland Rule 2-231, on the terms and conditions set forth in this Settlement Agreement.

## II. TERMS OF THE SETTLEMENT

11. **Definitions:** As used in this Agreement, the following terms have the following meanings:

(a) “Action” means and refers to the action styled *Timothy P. Claiborne and Mieisha J. Alston v. The Maryland Management Company*, Case No. 24-C-16-4505 (Circuit Court for Baltimore City).

(b) “Class Counsel” or “Plaintiffs’ Counsel” means Peter A. Holland and Emanuel J. Turnbull of The Holland Law Firm, P.C. and Scott C. Borison of the Legg Law Firm, LLP.

(c) “Class Member List” means the list of individuals who are within the Settlement Class, as defined below and not otherwise excluded, that is to be compiled by MMC and provided to Class Counsel and the Settlement Administrator.

(d) “Complaint” refers to the Class Action Complaint and Demand for Jury Trial filed in the Action.

(e) “Court” means the Circuit Court for Baltimore City, Maryland.

(f) “Effective Date” means the earliest of: (i) the date of final approval of the Settlement, if no person objects to or intervenes in the settlement; (ii) the date on which the Court’s judgment becomes final, *i.e.*, thirty (30) days after the date the Court finally approves the Settlement, if no appeal by a Class Member is filed; (iii) the date of the final affirmance on appeal; or (iv) the final dismissal of any appeal.

(g) “Final Approval” means the Order approving the Settlement and certifying the Settlement Class.

(h) “Final Fairness Hearing” refers to the hearing at which the Court shall: (i) determine whether to grant final approval to this Settlement; (ii) consider any timely objections to this Settlement and all responses thereto; and (iii) consider requests for an award of

attorneys' fees and expenses to the Plaintiffs' Counsel and for incentive awards to the Representative Plaintiffs.

(i) "MMC" means The Maryland Management Company.

(j) "Notice of Proposed Class Action Settlement" means the notice to Settlement Class Members approved by the Court in the Preliminary Order.

(k) "Parties" means the Representative Plaintiffs and MMC.

(l) "Person" means an individual, corporation, partnership, limited partnership, 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, former spouses, heirs, executors, administrators, predecessors, successors, representatives, agents, partners, and assignees.

(m) "Preliminary Approval Date" means the date the Court enters the Preliminary Order approving the Settlement.

(n) "Preliminary Order" means that certain Order entered by the Court, preliminarily approving the Settlement, provisionally certifying the Settlement Class, and approving notice to Settlement Class Members.

(o) "Released Claims" means and includes any and all claims, demands, suits, or causes of action of any nature or description whatsoever that were asserted or could have been asserted by Representative Plaintiffs or any other Person in this Action or any other action, whether known or unknown, that actually were, or could have been asserted in this Action, and any claim arising directly or indirectly out of, or in any way relating to, the debt collection activities alleged in the Complaint, from the beginning of time through the Effective Date.

(p) “Released Persons” means MMC and its past and present agents, directors, officers, employees, shareholders, insurers, representatives, attorneys, vendors, independent contractors, predecessors, successors and assigns as well as the property owners for which they provide management services and each of their respective past and present agents, directors, officers, employees, shareholders, insurers, representatives, attorneys, vendors, independent contractors, predecessors, successors and assigns.

(q) “Representative Plaintiffs” refer to Timothy P. Claiborne and Mieisha J. Alston as defined in the Complaint.

(r) “Settlement” refers to the settlement, release, and final dismissal of claims contemplated by this Settlement Agreement.

(s) “Settlement Administrator” means the entity that the Court appoints to perform the role of Settlement Administrator.

(t) “Settlement Class”, “Class” and “Settlement Class Members” means only those persons included within the Settlement Class as defined below and who are not otherwise excluded.

(u) “Settlement Fund” means the sum referred to in Paragraph 16(b) which is being paid by MMC to settle this Action.

**12. Conditional Class Certification.** For purposes of this Settlement only and its implementation, the Parties hereby stipulate and agree that this Action may be certified as a class action under Rule 2-231(b)(3) of the Maryland Rules in accordance with the terms of this Settlement Agreement. This stipulation and agreement is without prejudice to MMC’s right to contest class certification in the event this Settlement Agreement is not fully implemented in accordance with its terms. If this Settlement Agreement is not approved or otherwise fails to be

fully implemented, MMC reserves all of its rights to object to any subsequent motion to certify a class in this Action and no representation or concession made in connection with the Settlement or in this Settlement Agreement shall be considered law of the case or an admission by MMC or give rise to any form of estoppel or waiver by MMC in this Action or any other proceeding. MMC does not agree to certification of the Settlement Class for any purpose other than to effectuate this Settlement Agreement. If this Settlement Agreement is approved, no representation or concession made in connection with the Settlement or in this Settlement Agreement shall be considered to have *res judicata* or collateral estoppel effect against MMC or to be an admission by MMC or to give rise to any form of estoppel or waiver by MMC in any other proceeding.

**13. Settlement Class.** The Parties hereby stipulate and agree that the Settlement Class shall be defined as follows:

All individuals sued by MMC in Maryland state court at any time from October 1, 2007 to September 1, 2016 against whom MMC obtained a judgment for an alleged consumer debt.

Excluded from the Settlement Class are: (i) any individual who now is, or ever has been, an officer of MMC as well as the spouses, parents, siblings and children of all such individuals; (ii) employees of the Court; and (iii) any individual who filed for bankruptcy protection after entry of judgment in favor of MMC and who received a discharge.

**14. Class Counsel.** The Parties agree that Peter A. Holland and Emanuel J. Turnbull of The Holland Law Firm, P.C. and Scott C. Borison of the Legg Law Firm, LLP may be appointed Class Counsel, without prejudice to MMC's right to contest the appointment as Class Counsel in the event that this Settlement Agreement is not fully implemented in accordance with its terms. If this Agreement is not approved or otherwise fails to be fully implemented, MMC

reserves all of its rights to object to any subsequent motion to appoint Class Counsel in this Action.

**15. Class Member List.**

(a) Within fourteen (14) business days after Preliminary Approval, MMC will provide Class Counsel with a Class Member List in readable electronic form. For each potential Settlement Class Member, MMC will provide the: (i) name; (ii) last known address; (iii) civil case number; (iv) name of court; (v) date of filing of lawsuit; (vi) date of entry of judgment; (vii) total amount paid on the judgment; and (viii) total amount paid on the judgment since August 11, 2013. In preparing the Class Member List, MMC shall use reasonable, good faith efforts to identify the Settlement Class Members.

(b) Class Counsel shall have the right to take the deposition of MMC's corporate representative regarding the size and composition of the Settlement Class and the methodology for compiling the Class Member List.

(c) The Representative Plaintiffs, Class Counsel, and the Settlement Administrator each agree to use the Class Member List and the information contained therein solely for the purpose of providing the settlement benefits offered by this Settlement Agreement to Settlement Class Members and otherwise implementing the terms of this Settlement Agreement, and for no other purpose whatsoever. Except to the extent authorized by this Settlement Agreement, Class Counsel further agrees not to disclose the Class Member List or any of the information contained in the Class Member List to Settlement Class Members or any third party, except pursuant to a valid subpoena or discovery request, save to the extent that the information is contained in a public record that is open to public inspection. Notwithstanding any contrary language contained in this Settlement Agreement, the provisions of this paragraph

shall survive any termination or modification of this Settlement Agreement and shall continue to be binding regardless of whether or not the Settlement is fully implemented. Nothing in this paragraph should be interpreted to restrict Class Counsel from sharing information related to a specific judgment with the Settlement Class Member identified on the Class Member List as the person against whom that specific judgment was entered so long as the information is being shared for the sole purpose of providing the settlement benefits offered by this Settlement Agreement.

**16. Class Relief.**

(a) MMC agrees, represents and warrants that (i) MMC has ceased all collection efforts on the judgments entered against the members of the Settlement Class; (ii) MMC has ceased prosecution of any lawsuit to collect a consumer claim<sup>1</sup> until such time as MMC obtains a collection agency license; and (iii) MMC will cooperate with Class Counsel in having the judgments entered against the members of the Settlement Class vacated and the underlying lawsuits dismissed, without prejudice.

(b) MMC further agrees that all payments made by a Settlement Class Member to satisfy a judgment subject to this Agreement shall be applied toward the payment of the principal amount of the underlying consumer claim and shall not be applied toward any attorneys' fees or interest (both prejudgment and postjudgment) awarded by the court. If, after applying a Settlement Class Member's payment(s) in the foregoing manner, there remains outstanding any portion of the underlying consumer claim, either the property owner that owns

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<sup>1</sup> The term "consumer claim" as used in this Agreement shall have the same meaning as defined in Md. Code Ann., Bus. Reg. § 7-101(e).

the consumer claim or MMC (if and when it obtains a collection agency license) may file a lawsuit against the Settlement Class Member to collect the outstanding amount. If such a lawsuit is filed against a Settlement Class Member, the property owner shall be entitled to seek prejudgment interest accruing only as of the Effective Date of this Agreement, and MMC shall be entitled to seek prejudgment interest accruing only as of the date of issuance of its collection agency license. Except as otherwise provided in this paragraph, the property owner that owns the consumer claim and/or MMC (if and when it obtains a collection agency license) shall be entitled to seek any further and additional relief against a settlement class member to the extent allowed by contract or by law including, but not limited to, reasonable attorneys' fees and postjudgment interest. Further, nothing in this paragraph is intended to or shall be construed as requiring MMC or the property owner that owns the consumer claim to return to a Settlement Class Member any monies paid to satisfy a judgment that is subject to this Agreement.

(c) In addition, subject to the approval and further Order of the Court, MMC shall pay the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Settlement Fund") for the benefit of the Settlement Class to be distributed as set forth below in Paragraphs 16(b)(ii) and (iii) and 21.

(i) **Deposit of Settlement Fund.** Within ninety (90) days after the Preliminary Approval Date, MMC shall deliver the Settlement Fund to the Settlement Administrator, to be held in escrow pending Final Approval. In the event the Settlement is not approved by the Court or this Settlement Agreement is not fully implemented, MMC shall receive the return of these funds. The Representative Plaintiffs and Class Counsel agree that upon receipt of written notice to return the Settlement Fund to MMC, Class Counsel will

execute, and cause the Settlement Administrator to execute, whatever documentation is necessary to disburse the Settlement Fund to MMC in accordance with its written instructions.

(ii) **Adjustments to Settlement Fund.** The following adjustments shall be made to and subtracted from the Settlement Fund with payments to be made within fifteen (15) business days after the Effective Date:

A. Payment of Class Counsel's costs and expenses of litigation to the extent allowed and approved by the Court;

B. Class Counsel's fees in such amount as may be allowed and approved by the Court; and

C. Payment of an incentive award as provided in Paragraph 21 to the extent allowed and approved by the Court.

(iii) **Distribution of Settlement Fund.** The Settlement Fund, after the adjustments described above, shall be distributed to the Settlement Class Members pro rata, as follows: Settlement Fund divided by Total Paid by Settlement Class, multiplied by Amount Paid by Settlement Class Member, where "Settlement Fund" is the settlement fund after adjustments, "Total Paid by Class", is the sum of item (viii) for each Settlement Class Member in the Class List, and "Amount Paid by Class Member" is the amount of (viii) for an individual Settlement Class Member. Any funds remaining after the adjustments set forth above, will be distributed as follows:

A. A payment of \$100 to each Settlement Class Member;

B. The remaining balance after payments under (A) shall be paid pro rata to those Settlement Class members from whom MMC collected from in the three year period preceding the filing of the Action.

C. For purposes of determining any amount for Cy Pres distribution under Paragraph 19, any amounts sent pursuant to (A) and (B) not timely negotiated shall be allocated as an amount for cy pres.

(iv) **Method of Distribution.** Payment to each member of the Settlement Class, entitled to a cash payment from the Settlement Fund, shall be in the form of a check drawn on an account maintained by the Settlement Administrator in which the Settlement Fund is deposited after adjustments described in Paragraph 16(b)(ii), which shall be made payable to “[Name of Class Member(s)]” within thirty (30) days after the Effective Date.

(v) **No Multiple Payments** The Settlement Administrator shall not be required to make multiple payments from the Settlement Fund to Class Members who are entitled to relief under the Settlement Agreement on account of the same judgment, but in such cases, shall make only one payment, for each judgment, jointly to all individuals named on that judgment, and neither MMC nor the Settlement Administrator shall have any liability to any Class Member arising from any claim by anyone regarding the division of such funds.

(vi) **Negotiation of Checks.** Each check issued pursuant to this Settlement Agreement shall be void if not negotiated within ninety (90) days after its date of issue, and shall contain a legend to such effect. Checks that are not negotiated within ninety (90) days after their date of issue shall not be reissued.

(vii) **Unclaimed Checks.** All payments that are unclaimed by Settlement Class Members, including all returned checks and all checks not cashed within ninety (90) days after the date of issue, shall revert to the Settlement Fund.

17. **Settlement Administrator.** The Settlement Administrator will be responsible for: (a) effecting notice to the Settlement Class based on information provided by MMC as set

forth in Paragraph 15 and in a form and manner approved by the Court; (b) conducting appropriate research, using a competent information broker on the Internet, the United States Postal Service Change of Address Database and/or a recognized credit bureau to ensure that any mailed notice which is returned for the reason that the address is incorrect will be corrected and a second notice sent; (c) opening an account at a bank with accounts insured by the FDIC for the deposit of the Settlement Fund as set forth in Paragraph 16(b)(i) of this Settlement Agreement and for disbursing all funds from the Settlement Fund in accordance with Paragraph 16(b)(ii) and (iii); and (d) maintaining a post office box address to receive inquiries with respect to the Settlement for a period of two hundred seventy days (270) after the Preliminary Approval Date or one hundred eighty (180) days from the Effective Date, whichever is longer. The Settlement Administrator shall have no obligation to engage in additional efforts to locate a Class Member if a second Notice of Proposed Class Action Settlement is returned.

**18. Cost of Administration of Settlement Fund.** MMC shall pay all costs related to administration of this Settlement Agreement and the costs related to the Settlement Administrator and Notice of Proposed Class Action Settlement to Class Members. Payment of these costs is in addition to payment of the Settlement Fund.

**19. Cy Pres.** A *cy pres* fund will be created which includes any residue of the Settlement Fund remaining for any reason, including checks that are not negotiated or are returned and remain undeliverable after ninety (90) days following the mailing of the checks to Class Members under Paragraph 16(b)(iv) of this Settlement Agreement. The *cy pres* fund shall be donated to a tax-exempt entity or entities mutually acceptable to the MMC and Class Counsel and approved by the Court. The *Cy Pres* funds shall be remitted by the Settlement Administrator to Class Counsel within one hundred (100) days after the checks are mailed to the Class

Members pursuant to Paragraph 16(b)(iv) of this Settlement Agreement, and Class Counsel shall then remit the funds to the *Cy Pres* recipient on behalf of the Settlement Class and provide proof of such payment to MMC's counsel.

**20. Full and Final Settlement.** Each Party agrees that the Action is being voluntarily settled after consultation with experienced legal counsel of their own choosing and that terms of the Settlement Agreement were negotiated at arm's length and in good faith. It is the intent and purpose of this Settlement Agreement to effect a full and final settlement of the Released Claims. In order to effectuate that purpose, the Parties agree to cooperate with one another and with the Settlement Administrator and use their best efforts to obtain Court approval of the Settlement and this Settlement Agreement.

**21. Incentive Payment.** MMC agrees that Class Counsel may file a motion, which MMC will not oppose or comment negatively on, seeking that Five Thousand Dollars (\$5,000) be paid from the Settlement Fund to each Representative Plaintiff as an incentive payment within fifteen (15) business days after the Effective Date. Payment shall be by check payable in the name of the Representative Plaintiff and the checks shall be delivered to Class Counsel.

**22. Releases.** Upon the Effective Date and without any further action by the Court or by any Party to this Settlement Agreement, the Representative Plaintiffs and the Settlement Class Members and all of their administrators, executors, personal representatives, heirs, agents, attorneys, assigns, predecessors and successors, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against the Released Persons.

**23. The Representative Plaintiffs and Settlement Class Members' Covenant Not to Sue.** With the exception of such action as may be necessary to enforce the terms of this Agreement, the Representative Plaintiffs and all Settlement Class Members agree not to institute, be represented in, participate in, submit, file, or permit to be filed on their behalf, any lawsuit, arbitration, charge, claim, complaint, or other proceeding in which a Released Claim is asserted. In the event the Representative Plaintiffs or any Settlement Class Member institutes or is a party to any such action, the claim shall be immediately dismissed with prejudice upon presentation of this Settlement Agreement.

### **III. PROCEDURES FOR EFFECTUATING SETTLEMENT**

**24. Cooperation.** MMC and Class Counsel shall reasonably cooperate with each other so that both sides may adequately monitor all aspects of this Settlement Agreement.

**25. Notice Order.** The Representative Plaintiffs shall move the Court for an order preliminarily approving the settlement and providing notice of the Settlement through a Court-approved notice plan which shall include the mailing of the Notice of Proposed Class Action Settlement (in the form attached as **Exhibit A**, which is incorporated herein by reference) to the members of the Settlement Class. Such mailing shall be accomplished no later than thirty (30) days after the Preliminary Approval Date.

**26. Right to Opt Out From Settlement.** Any Settlement Class Member may elect to be excluded from this Settlement and from the Settlement by opting out of the Settlement. Any Settlement Class Member who desires to be excluded from the Settlement must give written notice of the election to be excluded to the Settlement Administrator at the address listed in the Notice of Proposed Class Action Settlement, which must be received by the Settlement Administrator no later than the deadline set by the Court, which shall not be more than fifty five

(55) days after the date the Notice of Proposed Class Action Settlement is mailed to the Settlement Class, or as otherwise ordered by the Court. Requests for exclusion must be signed by the person requesting exclusion from the Settlement and must include the requestor's full name and current address, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Settlement Class wishes to opt-out of the Settlement and understands that, in doing so, he or she will not be entitled to any benefits under the Settlement.

27. **Right To Object To The Settlement:** Any Settlement Class Member shall have the right to object to the Settlement by filing a written objection with the Court at the address listed in the Notice of Proposed Class Action Settlement and by mailing a copy thereof to the Parties' counsel, not later than the deadline established by the Court, which shall not be more than sixty (60) days after the date the Notice of Proposed Class Action Settlement is mailed to the Settlement Class, or as otherwise ordered by the Court. All Objections must be signed by the person(s) making the objection, or an attorney or legal guardian authorized to act on their behalf, and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any legal authority that they wish the Court to consider in support thereof. Objections must also include the objector's full name and current address and whether he or she intends to appear at the Final Fairness Hearing, at which time their objections will be considered, if not previously withdrawn.

#### **IV. CONDITIONS OF SETTLEMENT**

28. **Approval of the Court.** This Agreement is subject to final approval by the Court. If these conditions do not occur, or if the Court does not approve this Settlement Agreement or enter the Orders requested herein, or if the Court enters the judgment provided for

herein but either the judgment is modified or reversed upon appellate review, then this Settlement Agreement shall be canceled and terminated, unless counsel for both sides, within ten (10) business days from the receipt of a ruling or written notice of circumstances giving rise to termination, agree in writing to proceed with this Settlement Agreement.

29. **Termination of Agreement.** This Settlement Agreement shall terminate:

- (a) Automatically if the Court fails to approve the Settlement Agreement;
- (b) At the option of the Representative Plaintiffs or MMC (i) if the Court or any other court modifies (or proposes to modify) this Settlement Agreement as a condition to approval of the Settlement or (ii) for any reason upon the mutual agreement of Representative Plaintiff, on the one hand, and MMC, on the other hand;
- (c) At the sole discretion of MMC, if 5% (five percent) or more persons eligible for inclusion in the Settlement Class elect to opt out of and be excluded from the Class. MMC shall exercise such right of withdrawal by providing written notice of the election to terminate to the Court and to Class Counsel within fifteen (15) days after the deadline for Class Members to opt out as provided in Paragraph 26.

30. **Effect of Termination of Agreement.** If this Settlement Agreement is terminated or canceled as set forth, the Parties shall be deemed to have reverted to their respective status as of September 28, 2016, and they shall proceed in all respects as if this Agreement had not been executed and the related Orders had not been entered, preserving in that event all of their respective claims and defenses in this case.

#### **V. APPLICATION FOR ATTORNEY'S FEES, COSTS AND DISBURSEMENTS**

**31. Class Counsel Attorney Fees and Costs.** Class Counsel shall seek attorney's fees and costs from the Settlement Fund. Approval by the Court of Class Counsel's request for attorneys' fees and costs of litigation shall not be a precondition to approval of the Settlement or dismissal of the Action in accordance with this Settlement. All Court-approved attorney's fees, costs and disbursements on behalf of or by Class Counsel shall be paid in accordance with Paragraph 16(b)(ii), or in such manner as the Court may direct. MMC shall not be liable for any fees, costs or disbursements of Class Counsel apart from what is paid from the Settlement Fund unless the Representative Plaintiffs are required to bring an action to enforce the terms of this Settlement Agreement and prevails in such action.

**32. Costs.** Except as otherwise provided in this Settlement Agreement, each Party shall bear its own costs.

## **VI. MISCELLANEOUS PROVISIONS**

**33. No Admission of Liability.** This Settlement Agreement, whether or not approved, or whether or not a final judgment is entered, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by MMC, or of the truth of any of the claims or allegations made in the Action. Neither this Settlement Agreement, nor any of its terms, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future action or proceeding of any type whatsoever to establish any liability or admission by MMC.

**34. Amendments.** This Settlement Agreement may be amended or modified only by a written instrument signed by Class Counsel and MMC or its attorneys.

35. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Settlement Agreement and supersedes all prior negotiations, communications, and agreements between the Parties. No Party has entered into this Settlement Agreement in reliance upon any representations, warranties or inducements in this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

36. **Extensions of Time.** The Parties may request that the Court allow reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

37. **The Representative Plaintiffs' Authority.** Class Counsel, on behalf of the Representative Plaintiffs, are expressly authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Settlement Agreement to effectuate its terms, and is also expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class.

38. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. The attorneys for the Parties shall exchange among themselves original executed counterparts and a complete set of original executed counterparts shall be filed with the Circuit Court for Baltimore City, Maryland in connection with the motion to approve the Settlement Agreement.

39. **Binding Nature.** This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

40. **Construing the Agreement.** This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been drafted

initially by counsel for one of the Parties. It is acknowledged that all Parties have contributed substantially to the preparation of this Settlement Agreement.

41. **Applicable Law.** All the terms of this Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, exclusive of choice of law principles, and applicable federal law.

42. **Headings.** The captions and paragraph headings employed in this Settlement Agreement are for convenience only, are not part of the Settlement Agreement, and shall not be used in construing or interpreting the Agreement.

43. **Jurisdiction.** The Parties submit to the jurisdiction of the Circuit Court for Baltimore City for the purpose of implementing the settlement embodied in this Settlement Agreement and consent to the jurisdiction of this Court following the Effective Date over any disputes which later arise in connection with this Settlement Agreement or actions taken pursuant to the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by authorized individuals.

FOR THE REPRESENTATIVE  
PLAINTIFFS

FOR THE DEFENDANT:

THE MARYLAND MANAGEMENT COMPANY

By: \_\_\_\_\_  
Timothy P. Claiborne  
Date: 11-10-2016

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Agent  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mieisha J. Alston  
Date: \_\_\_\_\_

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FOR THE REPRESENTATIVE  
PLAINTIFFS

FOR THE DEFENDANT:  
THE MARYLAND MANAGEMENT COMPANY

By: \_\_\_\_\_  
Timothy P. Claiborne  
Date: \_\_\_\_\_

By: \_\_\_\_\_, Authorized Agent  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mieisha J. Alston  
Date: 11/15/14

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FOR THE REPRESENTATIVE  
PLAINTIFFS

By: \_\_\_\_\_  
Timothy P. Claiborne  
Date: \_\_\_\_\_

FOR THE DEFENDANT:

THE MARYLAND MANAGEMENT COMPANY

By: \_\_\_\_\_  
MARK O. KUDII, Authorized Agent  
Date: 11/21/16

By: \_\_\_\_\_  
Mieisha J. Alston  
Date: \_\_\_\_\_

THE HOLLAND LAW FIRM, P.C.

By: \_\_\_\_\_  
Peter A. Holland  
Date: \_\_\_\_\_

THE LEGG LAW FIRM, LLP.  
[REDACTED]

By: \_\_\_\_\_  
Scott C. Borison  
Date: 10/10/16