

**IN THE CIRCUIT COURT
FOR BALTIMORE CITY, MARYLAND**

TAMEKA BECK,

Plaintiff,

v.

SAMUEL SPICER,

Defendant.

Case No. 24-C-19-004572

CLASS SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Plaintiff Tameka Beck (“Representative Plaintiff”), acting individually and on behalf of the Settlement Class defined below, and Defendant Samuel Spicer (“Spicer”). This Settlement Agreement is subject to preliminary and final approval by the Court pursuant to MARYLAND RULE 2-231.

I. RECITALS

1. This Class Settlement Agreement is the result of litigation that has spanned the course of three years. On March 17, 2017, an iteration of this case was filed in the United States District Court for the District of Maryland (“the Original Case”). In the Original Case, Class Counsel successfully defeated several motions to dismiss and successfully persuaded the district court to certify a question to the Court of Appeals of Maryland regarding the statute of limitations for Maryland Consumer Loan Law¹ claims (an issue on which Class Counsel prevailed (*Price v. Murdy*, 462 Md. 145 (2018))). Class Counsel also obtained, indexed, and reviewed thousands of pages of documents from defendants, third parties, various Maryland district courts, and various

¹ (“MCLL”), Md. Code Ann., Com. Law. §§ 12-301, *et seq.*

state agencies in connection with the allegations set forth in the complaint in the Original Case. The Original Case ultimately settled, on a non-class-wide, individual basis, in August 2019.

2. In this iteration of the case (“the Pending Case”), the Representative Plaintiff is different from the named representative plaintiffs in the Original Case.

3. From the inception of the Original Case until now, Class Counsel has entered more than 650 hours of billable time litigating this case.

4. After the Original Case was settled, Representative Plaintiff Beck instituted this putative class action, on August 30, 2019, in the Circuit Court for Baltimore City, alleging that Spicer violated MCLL by making MCLL loans without a license to do so.

5. On October 16, 2019, Spicer moved to dismiss the Complaint for improper venue. On November 5, 2019, Plaintiff filed an opposition to Spicer’s motion. A hearing on this motion was originally set for January 15, 2020, and subsequently postponed until February 5, 2020.

6. To date, Spicer has not filed an Answer to the Class Action Complaint.

7. The parties have explored the potential for settlement on a class wide basis.

8. Beginning in January 2019 and continuing through January 2020, the parties engaged in a series of detailed arms-length negotiations, including an in-person mediation with Magistrate Judge Beth P. Gesner of the United States District Court for the District of Maryland and continued exchange of information regarding the size, scope, and payment histories of a proposed settlement class. As a result of these negotiations, a settlement was finally reached in January 2020.

9. Spicer has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the burden,

risk, and expense of further litigation. Spicer does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint, and maintains that he has a number of meritorious defenses to the remaining claims. Nevertheless, Spicer recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any further appeal, and the disruption to his personal life arising out of this litigation. He also recognizes the danger which a successful trial on class-wide claims might present to him. Accordingly, Spicer believes that settlement is in his best interests. Nothing contained in this Agreement shall be used or construed as an admission of liability. This Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature other than to enforce the terms of this Agreement.

10. Representative Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Representative Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree that the Action and all claims of the Representative Plaintiff and the proposed Settlement Class are settled, compromised, and dismissed on the merits and with prejudice as to Spicer, subject to Court approval as required by MARYLAND RULE 2-231, on the following terms and conditions:

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 *Tameka Beck v. Samuel Spicer*, Case Number 24-C-19-004572 (Balt. City Cir. Ct.).

(b) “Class Counsel” or “Plaintiff’s Counsel” means Cory L. Zajdel, Jeffrey C. Toppe, and David M. Trojanowski of Z Law, LLC.

(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 Class Counsel and provided to Spicer and the Settlement Administrator.

(d) “Class Action Complaint” refers to the First Amended 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 (i) the date of Final Approval, if no Class Member objects to or intervenes in the Settlement; (ii) thirty (30) days after the date of Final Approval, if a Class Member objects to the Settlement but no appeal by a Class Member is filed; (iii) the date of the final affirmance on appeal, if a Class Member objects to the Settlement and an appeal is filed; or (iv) the final dismissal of any appeal.

(g) “Final Approval” means the order of the Court approving the Settlement and certifying the Settlement Class as final.

(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 incentive award to the Representative Plaintiff, award of attorneys' fees and expenses.

(i) "Spicer" means Samuel M. Spicer.

(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 Plaintiff and Spicer.

(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) "Qualifying Loan Agreement" is a loan agreement that meets the criteria for membership in the Settlement Class as defined in Paragraph 13 of this Agreement.

(p) "Released Claims" means and includes any and all charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Representative Plaintiff and those Settlement

Class Members who do not opt-out now have, own or hold against Spicer or any Person, as defined by Paragraph 11(l), above, that arise out of and/or relate to the facts and claims alleged in the Complaint, or relate to any loan entered into between Spicer and any Settlement Class Member, or any promissory note payable to Spicer executed by any Settlement Class Member in the amount of six thousand dollars or less, or Qualifying Loan Agreement as defined by Paragraph 11(o) and Paragraph 13 of this Agreement, including but not limited to any claim relating to the allegedly illegal MCLL loans Spicer made to the Settlement Class Members.

(q) “Released Persons” means Spicer and his past and present agents, directors, officers, employees, shareholders, members, managers, insurers, representatives, attorneys, vendors, independent contractors, predecessors, successors and assigns, parents and subsidiaries, divisions, and affiliates and each of their respective past and present agents, directors, officers, employees, shareholders, insurers, representatives, attorneys, vendors, independent contractors, predecessors, successors and assigns, parents and subsidiaries, divisions, and affiliates, or any other Person as defined by Paragraph 11(l), above.

(r) “Representative Plaintiff” refers to Tameka Beck.

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

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

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

(v) “Settlement Fund” means the sum referred to in Paragraph 16(a) which is being paid by Spicer 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 MARYLAND RULE 2-231 in accordance with the terms of this Settlement Agreement. This stipulation and agreement is without prejudice to Spicer’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, Spicer reserves all of his 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 Spicer or give rise to any form of estoppel or waiver by Spicer in this Action or any other proceeding. Spicer 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 Spicer or to be an admission by Spicer or to give rise to any form of estoppel or waiver by Spicer in any other proceeding.

13. **Settlement Class.** The Parties hereby stipulate and agree that the Settlement Class includes those individuals with loans that Representative Plaintiff’s analysis and Spicer’s analysis both identified as potentially violating MCLL, due to the allegation that Spicer was not licensed to make MCLL loans, and is further defined as follows:

All persons who entered into a credit contract in the amount of six thousand dollars (\$6,000.00) or less to borrow money from

Spicer or who executed a promissory note in the amount of six thousand dollars (\$6,000.00) or less to pay money to Spicer between January 17, 2004 and the present who made a payment on the credit contract or promissory note.

Excluded from the Settlement Class are any individual who now is, or ever has been, the spouse, parent, sibling, or children of Spicer.

14. **Class Counsel.** The Parties agree that Cory L. Zajdel, Jeffrey C. Toppe, and David M. Trojanowski of Z Law, LLC may be appointed Class Counsel, without prejudice to Spicer'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, Spicer reserves all of his rights to object to any subsequent motion to appoint Class Counsel in this Action.

15. **Class Member List.**

(a) Class Counsel has identified that the Settlement Class comprises of individual borrowers on approximately 390 loans. Within fourteen (14) days after the Preliminary Approval Date, Class Counsel will provide Spicer and the Settlement Administrator with a Class Member List in readable electronic form. For each loan, Class Counsel will provide the: (i) borrower's name; (ii) borrower's last known address; (iii) borrower's last known phone number; (iv) borrower's social security number (where available); (v) date of loan; (vi) original principal amount of loan; and (vii) total sum of all amounts collected on each Qualifying Loan Agreement.

(b) Representative Plaintiff, Class Counsel, and the Settlement Administrator agree and acknowledge that the Class Member List contains certain confidential information and that the account information identified in the Class Member List constitutes confidential material. Therefore, Representative Plaintiff, Class Counsel, and the Settlement Administrator agree to treat

the Class Member List as confidential and 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, Representative Plaintiff, Class Counsel, and the Settlement Administrator further agree 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. Class Counsel and the Settlement Administrator may, however, disclose to any individual Settlement Class Member information related to that Settlement Class Member's account contained on the Class Member List. 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.

16. **Class Relief.**

(a) **Creation of Settlement Fund:** Subject to the approval and further order of the Court, Spicer shall pay the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Settlement Fund") for the benefit of the Settlement Class.

(i) **Deposit of Settlement Fund.** Spicer shall transfer the Settlement Fund to the Settlement Administrator to be held in an interest-bearing escrow account pending Final Approval. Spicer shall deposit the Settlement Fund within fifteen (15) days from the Preliminary Order date. In the event the Settlement is not approved by the Court, this Agreement is terminated by either party as provided in Paragraph 29 of this Agreement or the Settlement is not fully implemented for any reason and Spicer already transferred the Settlement Fund to the

Settlement Administrator, the Settlement Fund (including accrued interest, if any), less expenses actually incurred by the Settlement Administrator or due and owing to the Settlement Administrator in connection with the Settlement, shall be refunded to Spicer within five (5) business days.

(ii) **Adjustments to Settlement Fund Prior to Distribution.** The following adjustments shall be made to and subtracted from the Settlement Fund with payments to be made within fifteen (15) 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.

C. Representative Plaintiff's incentive award as may be allowed and approved by the Court.

D. Settlement Administrator's fees and expenses up to five thousand dollars (\$5,000.00) as may be allowed and approved by the Court.

E. Reimbursement to Spicer of amount(s) equal to total claim(s) of any Class Member(s) excluding themselves from the Settlement Agreement.

(iii) **Distribution of Settlement Fund.** Each Settlement Class Member who does not opt-out of the Settlement shall receive a pro rata share of the amounts paid on all Qualifying Loans after deductions for court-approved attorneys' fees, costs of litigation, incentive award, and settlement administration fees.

(iv) **Method of Distribution.** Payment to each member of the Settlement Class 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(a)(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 loan, but in such cases, shall make only one payment, for each loan, jointly to all individuals named as borrowers on the loan, and neither Spicer 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.

(viii) **Adjustments to Settlement Fund After Distribution.** Any amounts billed by the Settlement Administrator greater than five thousand dollars (\$5,000.00) shall be paid out of the Settlement Fund after the expiration of checks. Class Counsel shall be responsible for payment of any amount billed by the Settlement Administrator if the Settlement Fund is depleted or closed prior to the Settlement Administrator’s final bill.

17. **Settlement Administrator.**

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed fifteen (15) months after the Effective Date.

(d) The Settlement Administrator will be responsible for administering the Settlement including:

(i) effecting notice to the Settlement Class in a form and manner approved by the Court by mailing individual notices to Class Members no later than thirty (30) calendar days after entry of the Preliminary Approval Order;

(ii) 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;

(iii) opening an account at a bank with accounts insured by the FDIC for the deposit of the Settlement Fund and for disbursing all funds from the Settlement Fund in accordance with this Agreement;

(iv) 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;

(v) preparing reports regarding the mailed notices, as directed by the Parties' counsel and the Court;

(vi) accepting and reporting on written notice(s) to opt-out of the Settlement;

(vii) such other duties as directed by the Parties, provided that any modification of the duties referenced in subparts (i) – (vi) of this Paragraph must be mutually agreed to by the Parties.

18. **Cost of Notice and Administration of Settlement Fund.** Settlement Administrator costs for effecting notice to the Settlement Class shall be paid out of the Settlement Fund. If the costs of notice and administration of the Settlement Agreement exceed Five Thousand Dollars (\$5,000.00), any excess amount will be paid from the Settlement Fund prior to any distribution of a *Cy Pres* fund.

19. **Cy Pres.** A *Cy Pres* fund will be created, which will include 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(a)(iv) of this Settlement Agreement. The *Cy Pres* fund shall be donated to a tax-exempt entity or entities selected by Class Counsel and Representative Plaintiff and approved by the Court. The *Cy Pres* funds shall be remitted by the Settlement Administrator to the *Cy Pres* recipient within one hundred and twenty (120) days after the checks are mailed to

the Class Members pursuant to Paragraph 16(a)(iv) of this Settlement Agreement, and provide proof of such payment to Class Counsel and Spicer'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.** Within fifteen (15) days after the Effective Date, the Settlement Administrator shall pay Representative Plaintiff any incentive payment approved by the Court. The incentive award shall not exceed the sum of Three Thousand Five Hundred Dollars (\$3,500.00). Payment shall be by check payable in the name of the Representative Plaintiff and the check 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, Representative Plaintiff, on behalf of herself and all of her respective past, present, and future predecessors, successors, assigns, devisees, relatives, heirs, legatees, and agents, and each of the Settlement Class Members, who do not opt-out of the Settlement, including their respective past, present, and future predecessors, successors, assigns, devisees, relatives, heirs, legatees, insurers and agents, 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. **Representative Plaintiff's 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, Representative Plaintiff and all Settlement Class Members, who do not opt-out of the Settlement, 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 Representative Plaintiffs or any Settlement Class Member, who does not opt-out of the Settlement, 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.** Spicer 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.** Representative Plaintiff 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 days after the Preliminary Approval Date.

26. **Right to Opt Out From Settlement.**

(a) 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 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. Requests for exclusion must be signed by the person requesting exclusion from the Settlement and must include the requestor's full name, current address, telephone number and a statement that the requestor seeking to be excluded from the Settlement Class wishes to opt-out of the Settlement.

(b) The Settlement Administrator shall maintain the written notice(s) mailed to the Settlement Administrator pursuant to Paragraph 26(a) and a list of persons who have excluded themselves and shall provide such written notice(s) and list to Spicer's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all written notices requesting to be excluded from the Settlement (including the envelopes with the postmarks).

(c) For any Class Member electing to be excluded, the Settlement Administrator shall immediately return to Spicer from the Settlement Fund an amount equal to the pro rata amount claimed to have been paid to Spicer as stated in the Class Member List by the Class Member electing to be excluded.

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 Settlement Administrator, not later than the deadline established by the Court, which shall not be more than ninety (90) 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, current address, telephone number, 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 fourteen (14) 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 either Representative Plaintiff or Spicer (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 Spicer, on the other hand;

30. **Effect of Termination of Agreement.** If this Settlement Agreement is terminated or canceled, the Parties shall be deemed to have reverted to their respective status as of the date of this Agreement, 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.

31. Confidentiality of documents and other tangible things.

(a) Class Counsel agree that, within 10 days from either (i) the date of Spicer's final payment or (ii) the date of final approval, whichever occurs later, in accordance with Paragraph 16(a)(i) of this Agreement, they will destroy all work product related to this case, to the extent allowed by the Maryland Attorneys' Rules of Professional Conduct. Class Counsel further agree that any original documents they have obtained will be returned to any and all third parties who provided the original documents, and no copies shall be retained by Class Counsel. Class Counsel further agree not inform any third-parties, other than Class Members, of the existence and/or terms of this settlement.

(b) The terms and conditions of the Settlement Agreement, as well as any matter relating to any claim of the Plaintiff, individually or on behalf of Class Members against Samuel M. Spicer, Ralph Murdy, Esquire, or Auto Smart, LLC, including evidence or information supporting or alleged to support any such claim shall be kept absolutely confidential and shall not be disclosed to anyone, except as may be necessary to effectuate the terms of the Settlement Agreement. Notwithstanding the foregoing, the Parties may disclose the specific terms of this Agreement: (a) to immediate family members or with whom a Party shares a bank account; (b) to the extent required to do so by applicable law, regulation, or court order; (c) as necessary to enforce this Agreement; and (d) to an affiliate, financial advisor, lender, insurer, rating agency, legal counsel, consultant or other business associate with a legitimate business need to be informed of this settlement providing such party is expressly made aware of this confidentiality provision and agrees to be bound by it. Any violation of this section shall be deemed a material breach of the

Settlement Agreement. The Parties shall be permitted to indicate only that the litigation has been settled and dismissed and they shall give no other indication of the outcome.

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

32. Class Counsel Attorney's Fees and Costs.

(a) Class Counsel shall seek attorney's fees not greater than forty percent (40%) of the Settlement Fund and costs not greater than one thousand eight hundred fifty dollars (\$1,850.00) from the Settlement Fund. All Court-approved attorney's fees, costs, and disbursements on behalf of or by Class Counsel shall be paid in accordance with Paragraph 16(a)(ii), or in such manner as the Court may direct. Spicer shall not be liable for any fees, costs, or disbursements of Class Counsel apart from what is paid from the Settlement Fund, unless Representative Plaintiff is required to bring an action to enforce the terms of this Settlement Agreement and prevails in such action.

(b) Approval by the Court of Class Counsel's request for attorney's 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. Representative Plaintiff and Class Counsel may not cancel or terminate the Settlement based on the Court's or any appellate courts' ruling with respect to fees, expenses, and disbursements. Any appeal relating to Class Counsel's request for attorneys' fees and costs of litigation will not affect the finality of the Settlement, the entry of the dismissal order, or the releases provided herein. Class Counsel's request for attorney's fees and costs of litigation may be considered separately from the Settlement.

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

VI. MISCELLANEOUS PROVISIONS

34. **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 Spicer, 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 Spicer.

35. **Amendments.** This Settlement Agreement may be amended or modified only by a written instrument signed by Class Counsel and Spicer or his attorneys.

36. **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 outside this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

37. **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.

38. **The Representative Plaintiff's Authority.** Class Counsel, on behalf of the Representative Plaintiff, is 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.

39. **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 in connection with the motion to approve the Settlement Agreement.

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

41. **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.

42. **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.

43. **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.

44. **Jurisdiction.** The Parties submit to the jurisdiction of the Circuit Court for Baltimore City for the purpose of implementing 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.

45. **Notification.** Any notice to be given to Class Counsel and/or Representative Plaintiff shall be sent by either first class mail, postage prepaid, or email as follows:

Cory L. Zajdel, Esquire
clz@zlawmaryland.com
Z Law, LLC
2345 York Road, Suite #B-13
Timonium, Maryland 21093

Any notice to be given to Spicer under the terms of this Agreement shall be sent by either first class mail, postage prepaid, or email:

John Goodman, Esquire
johngoodman1@verizon.net
217 Thomas Street
Bel Air MD 21014

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

FOR REPRESENTATIVE PLAINTIFF:

DEFENDANT SPICER:

By: Tameka Beck
Tameka Beck
Date: 02/08/2021

By: Samuel M. Spicer
Samuel M. Spicer
Date: February 5, 2021

Z LAW, LLC

By: Cory L. Zajdel
Cory L. Zajdel
Date: February 5, 2021