

IN THE CIRCUIT COURT
FOR BALTIMORE CITY, MARYLAND

TAMEKA BECK,

*on her own behalf and on behalf of
all others similarly situated,*

Plaintiffs,

v.

SAMUEL SPICER,

Defendant.

Case No. 24-C-19-004572

**ORDER PRELIMINARILY APPROVING SETTLEMENT, CERTIFYING
CLASS FOR SETTLEMENT PURPOSES, APPOINTING CLASS COUNSEL AND
SETTLEMENT ADMINISTRATOR, AND SETTING SCHEDULE WITH
RESPECT TO NOTICE, SETTLEMENT HEARING, AND ADMINISTRATION**

After review and consideration of the Settlement Agreement (the "Agreement") dated February 8, 2021 (attached hereto as **Exhibit A**), relating to claims raised against Defendant Samuel Spicer ("Spicer"), and upon application of Plaintiff Tameka Beck ("Named Plaintiff"), with good cause appearing, **THIS COURT FINDS and ORDERS** as follows:

1. The terms of the Settlement Agreement, are preliminarily approved as fair, reasonable, and adequate, subject to further consideration thereof at the Settlement Hearing described at Paragraph 24 of this Order.

2. The definitions set forth in the Agreement are hereby incorporated by reference into this Order.

3. For purpose of this Settlement and without prejudice to Spicer's right to contest class certification in the event that the proposed Settlement is not fully implemented, the Court hereby certifies the following Class in accordance with the Settlement Agreement, and pursuant to 2-231(b) and 2-231(c)(3) of the MARYLAND RULES OF CIVIL PROCEDURE:

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.

4. For Settlement purposes only and without prejudice to Spicer's right to contest class certification in the event that the proposed Settlement is not fully implemented, the Court finds, pursuant to the Agreement, that:

- a. The Class is so numerous that joinder of all members is impracticable. The Court finds that the proposed Class in this action (as defined above) consists of at least three hundred (300) persons, and determines that the Class is so numerous that joinder would be impracticable in this case. Thus, the Court finds that the numerosity requirement under Maryland Rule 2-231(b)(1) is satisfied.
- b. There are questions of law or fact common to the Class. Named Plaintiff alleges in this case that Defendant Spicer made loans to Maryland consumers, but failed to obtain a lender license, as required by *Maryland's Consumer Loan Law*, Md. Code Ann., Comm. Law § 12-302 ("MCLL"), thereby violating MCLL § 12-302. The Court finds that a determination of whether Defendant Spicer was a "lender" under MCLL, whether Spicer was required to be licensed under MCLL § 12-302, and whether Spicer violated MCLL § 12-302 by failing to become licensed concerns common questions and answers of law and fact. As such, the Court finds the requirement of Maryland Rule 2-231(b)(2) is satisfied.
- c. The claims of the Named Plaintiff are typical of the claims of the Class that the Named Plaintiff seek to certify. This factor focuses on the consideration of whether the representative's interests are truly aligned and consistent with those of the Class members. In this case, the claim of Named Plaintiff is materially identical to the claims of other Class members, as each Class member entered into a credit contract with Spicer, for an amount of \$6,000 or less, and for each of those transactions, Spicer allegedly failed to obtain a lender's license, required by MCLL § 12-302. Furthermore, the defenses to liability, if any, pertaining to the Class members are similar as to any defenses that may be raised as to the Named Plaintiff. Thus, the Court finds that the requirement of typicality under Maryland Rule 2-231(b)(3) is satisfied.
- d. Named Plaintiff and her counsel will fairly and adequately protect the interests of the Class. The claims of the Named Plaintiff are not conflicting or inconsistent with the claims of other Class members. Moreover, the Court finds that the Named Plaintiff is represented by able counsel with extensive experience in class action litigation, who have adequately represented the interests of the Class members. Thus, the Court finds that the requirement of adequate representation under Maryland Rule 2-231(b)(4) is satisfied. The Court appoints Tameka Beck as the

Class Representative and appoints Cory L. Zajdel (lead counsel), David M. Trojanowski, and Jeffrey C. Toppe, all of Z Law, LLC, as class counsel.

The Court further finds that:

- e. The questions of law or fact common to the members of the Class, and which are relevant for Settlement purposes, predominate over the questions affecting only individual members. This Court finds that the allegations in this case focus on Spicer's alleged uniform failure to obtain a license required by MCLL § 12-302, and that there are identical, overriding legal claims held by each Class member regarding whether Defendant was required to comply, and did comply, with MCLL § 12-302. Defendant used the same, or substantially identical, form credit contract in the transactions with each Class member. Each of the credit contracts entered into between Spicer and the Class members was for an amount of \$6,000 or less, and thus governed by MCLL. Because of these similarities, a determination of liability for Named Plaintiff will also resolve any issue of liability with respect to each Class member, the common questions predominate over any individualized questions, and a class action suit is the superior vehicle to efficiently adjudicate this lawsuit. Certification under Maryland Rule 2-231(c)(3) is appropriate.
- f. Certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy.

5. For the purpose of this preliminary approval and all matters relating to the Settlement of this Action, and without prejudice to Spicer's right to contest the appointment of Named Plaintiff as the Class Representative and/or the appointment of Class Counsel in the event that the proposed Settlement is not fully implemented, until further order of the Court, Plaintiff Tameka Beck shall be the Class Representative and her counsel of record is appointed as Class Counsel. The law firm representing the Class is:

Cory L. Zajdel, Esq. (Lead Class Counsel)
Jeffrey C. Toppe, Esq.
David M. Trojanowski, Esq.
Z LAW, LLC
2345 York Road, Suite B-13
Timonium, MD 21093
(443) 213-1977

6. The Casey Group, Ltd. is hereby appointed to serve as Settlement Administrator, subject to the confidentiality requirements contained in the Agreement.

7. Pursuant to the terms of paragraph 15 of the Agreement, Class Counsel is hereby directed to prepare and provide to the Settlement Administrator a Class Member List no later than fourteen (14) days after the entry of this Order.

8. The Settlement Administrator shall comply with the provisions of the Agreement, maintain the confidentiality of the Class Member List (as contemplated by paragraph 15(b) of the Agreement), and shall use the information contained in the Class Member List solely for purposes of implementing this Settlement and for no other purposes whatsoever (as contemplated by paragraph 17(c) of the Agreement).

9. Within thirty (30) calendar days of the entry of this Order (as contemplated by paragraph 17(d)(i) of the Agreement), the Settlement Administrator shall provide notice of this Settlement and of the Settlement Hearing to all potential Class Members by mailing to each person identified as a Class Member on the Class Member List a copy of the Notice of Pendency of Class Action, Proposed Settlement and Hearing (the "Class Notice"), substantially in the form attached as **Exhibit B** to this Order.

~~10. The reasonable costs and expenses of printing, preparing, and mailing the Class~~
Notice, and the reasonable costs and expenses of the Settlement Administrator, and other related administrative expenses shall be borne as set forth in paragraphs 16(a)(ii)(D), 16(a)(viii), and 18 of the Agreement.

11. At least ten (10) days prior to the hearing described in paragraph 24 herein, Class Counsel shall serve and file a sworn statement of the Settlement Administrator evidencing compliance with the provisions of this Order concerning the mailing of the Class Notice.

12. Notice to potential Class Members in accordance with the provisions of the Agreement and paragraph 9 of this Order is hereby found to be: (a) the best Notice practicable under the circumstances; (b) due and sufficient notice of this Order to all persons affected by and/or

entitled to participate in the Settlement; and (c) in full compliance with the Notice requirement of MARYLAND RULE OF CIVIL PROCEDURE 2-231 and due process.

13. Any Class Member wishing to be excluded from the Class shall mail a request for exclusion ("Request for Exclusion" or "Opt-Out Form") to the Settlement Administrator, postmarked not later than ninety (90) days after entry of this Order and addressed to the Settlement Administrator, Class Counsel, and Counsel for Spicer. Such request shall set forth: the name, address, and telephone number of the Class Member, and contain the words "opt-out," "exclusion," or other words clearly indicating an intention not to participate in the Settlement. Requests for exclusion shall be deemed to have been made in each and every capacity in which the person requesting the exclusion is acting. Any Class Member who does not properly and timely request exclusion shall be included in the Class and shall be bound by any Final Judgment entered in the Action. The specific date and deadline for requesting exclusion by a Class Member shall be set forth in the Class Notice.

14. Within five (5) days following the expiration of the last date for requesting exclusion (the "Exclusion Date"), the Settlement Administrator shall:

- a. notify in writing Spicer's counsel and Class Counsel regarding the names of Class Members, if any, who requested exclusion;
- b. file with the Court a sworn statement listing all persons who have submitted timely requests for exclusion; and
- c. provide electronic copies of all Requests for Exclusion received by it to Spicer's counsel and Class Counsel. The originals of all Requests for Exclusion shall be retained by the Settlement Administrator unless and until such originals are delivered to Class Counsel following the Settlement Effective Date.

15. Any Class Member who does not opt-out of the Settlement and wants to object to the fairness of the Agreement has the right to appear at the Settlement Hearing in person or by counsel, if any appearance is filed and served as provided in the Class Notice, and will be heard to the extent allowed by the Court in opposition to, the fairness, reasonableness, and/or adequacy of

the proposed Settlement; the entry of any Final Order or Judgment in the case; Petitions for Attorney's Fees and for Reimbursement of Expenses by Class Counsel; or other related matters.

16. Provided, however, that no person shall be permitted to intervene or otherwise be heard in opposition to the proposed Settlement, and, if approved, the judgment entered thereon, or to the requested award of attorney's fees and reimbursement of expenses, and no papers or briefs submitted by any person shall be accepted or considered by the Court unless, not later than one hundred twenty (120) days of the date of this order, such person has:

- a. filed with the Clerk of the Court a notice of such person's intention to intervene or otherwise appear together with a statement that indicates the basis for such intervention or opposition along with any supporting documentation;
- b. served copies of such notice, statement, and documentation, together with copies of any other papers or briefs that such person files with the Court, either in person or by mail, upon Class Counsel, and upon Spicer's counsel at the following addresses:

To Class Counsel:

Cory L. Zajdel, Esq.
Jeffrey C. Toppe, Esq.
David M. Trojanowski, Esq.
Z LAW, LLC
2345 York Road, Suite B-13
Timonium, MD 21093

To Spicer's Counsel:
John Goodman, Esq.
217 Thomas Street
Bel Air MD 21014

- c. and, otherwise complied with the Agreement and Class Notice for purposes of such hearing.

17. Any Class Member who does not make objection in the manner provided in this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, as incorporated in the Agreement, and to the award of attorney's fees and costs to Class Counsel.

18. To effectuate the Settlement and the Notice provided for herein, the Settlement

Administrator shall lease and maintain a post office box of adequate size in Maryland. Notice to the Class shall designate said post office box for Requests for Exclusion and for other communications with the Settlement Administrator. The Settlement Administrator shall be responsible for the receipt of all Requests for Exclusion and other written communications from Class Members and shall preserve all such communications until administration is complete or until further Order of the Court. All written communications received from Class Members and all written responses to inquiries by Class Members relating to the Agreement and Settlement shall be available at all reasonable times for inspection and copying by Spicer's counsel and Class Counsel, subject to further Order of the Court if issues of privilege or confidentiality arise. The Class Notice shall designate the Settlement Administrator as the person to whom Requests for Exclusion shall be sent.

19. In order to be deemed a Class Member entitled to participate in the Settlement as set forth in the Agreement, in the event that the Settlement is effected in accordance with all of the terms and conditions thereof, Class Members need not take any affirmative action, but shall not ~~opt-out of, or request exclusion from the Settlement.~~

20. Spicer shall deposit the Settlement Fund within fifteen (15) days after entry of this Order.

21. If the Settlement is approved by the Court after the Settlement Hearing described in paragraph 24 of this Order, The Settlement Fund shall be distributed to Class Members in accordance with paragraph 16(a)(ii) – (iv), and (viii) of the Agreement and in accordance with any final order entered by this Court.

22. All other events contemplated under the Agreement to occur after this Order and before the hearing described in paragraph 24 shall be governed by the Agreement to the extent not inconsistent with this Order.

23. A Memoranda in Support of the Settlement, a Petition for Attorney's Fees and for Reimbursement of Expenses by Class Counsel,¹ a Petition for Incentive Award, and a Petition for the Approval of a Cy Pres Award and Recipient shall be filed with the Clerk of the Court and a courtesy copy delivered directly to Chambers on or before one hundred (100) days from the date of this Order.

24. A hearing (the "Settlement Hearing") shall be held before the undersigned at 9:30 a.m. on _____, 2021 in the Circuit Court for Baltimore City, 111 N. Calvert Street, Baltimore, MD 21202, to consider the fairness, reasonableness, and adequacy of the proposed Settlement; the entry of any Final Order or Judgment in the case; Petitions for Attorney's Fees and for Reimbursement of Expenses by Class Counsel; and other related matters. This hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

25. If the proposed Settlement is not implemented, or if the Settlement is terminated for any reason whatsoever, the Settlement, and all proceedings in connection with the Agreement, ~~including without limitation, all Orders entered in connection with the proposed Settlement, shall~~ be without prejudice to the rights of the settling parties, and all Orders issued pursuant to this proposed Settlement shall be vacated. In such an event, the Settlement and all negotiations, proceedings, and statements made in connection with the proposed Settlement, including without limitation the Agreement, shall be null, void, and without effect. No evidence relating to such negotiations, proceedings, documents, or statements shall be used in any manner or for any purpose in any subsequent proceedings in this Action, or in any other proceeding between the settling parties, and this Action shall revert to its status immediately prior to the execution of the

¹ Class Counsel shall not request recovery of attorneys' fees exceeding forty percent (40%) of the Settlement Fund or more than one thousand eight hundred fifty dollars (\$1,850.00) in litigation costs and expenses in accordance with paragraph 32(a) of the Agreement.

Agreement, including, but not limited to, its status as a putative class action.

Judge Videtta A. Brown

Judge's Signature appears on the original document

Dated: *March 2, 2021*

Circuit Court for Baltimore City

Marilyn Bentley

MARILYN BENTLEY, CLERK

