

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

TAMEKA BECK, <i>Plaintiff,</i> v SAMUEL SPICER, <i>Defendant.</i>	Case No. 24-C-19-004572
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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**PLEASE READ THIS NOTICE CAREFULLY IN ITS ENTIRETY
YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT
OF THIS LAWSUIT NOW PENDING IN THIS COURT**

TO: 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.

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a Proposed Class Action Settlement of this litigation and about your options before the Court decides whether to give Final Approval to the Proposed Class Action Settlement. This notice explains the Action, the Proposed Class Action Settlement, your legal rights, what benefits will be provided, and who will receive them.

This case is currently pending in the Circuit Court for Baltimore City, Maryland and is known as *Tameka Beck v. Samuel Spicer*, Case No. 24-C-19-004572.

2. What is this lawsuit about?

The lawsuit alleges that Samuel Spicer (“Spicer”) violated Maryland law by making consumer loans without a lender’s license. Spicer has denied all claims and any wrongdoing and liability whatsoever to the Representative Plaintiff Tameka Beck and all putative class members. Spicer contends that Representative Plaintiff’s claims have no merit and that, if the lawsuit would proceed, Spicer would prevail at trial.

3. Why is this a class action?

The parties have agreed and the Court has ordered that, for settlement purposes only, this litigation may be maintained as a class action under Maryland Rule of Civil Procedure 2-231, subject to final approval at the conclusion of the settlement process. If the Proposed Class Action Settlement is not finally approved, or if the Representative Plaintiff or Spicer withdraws from the Proposed Class Action Settlement, the litigation will return to the same status as before the Settlement Agreement was signed, and the Court will later determine if the case may proceed as a class action.

4. How do I know if I am part of the Proposed Class Action Settlement?

You are receiving this Notice because it is believed that you are a member of the Class described above.

This is not a lawsuit against you.

5. Why is there a Proposed Class Action Settlement?

The parties arrived at the Proposed Class Action Settlement after substantial and lengthy negotiations and before the Court made any judgment or other determination of Spicer’s alleged liability or whether class certification is appropriate. The Proposed Class Action Settlement is a compromise of disputed claims and does not mean that any law was violated or that Spicer did anything wrong.

THE PROPOSED CLASS ACTION SETTLEMENT BENEFITS

6. What benefits does the Proposed Class Action Settlement provide?

The Proposed Class Action Settlement provides monetary benefits:

- Spicer will pay three hundred fifty thousand dollars (\$350,000.00) into a Settlement Fund pursuant to the Settlement Agreement. If the settlement is approved, the Settlement Fund will be used to provide a payment to each Class Member totaling approximately fifty-seven percent (57%) of the amounts paid on the qualifying loan accounts prior to reductions. The amount of individual recoveries will depend on the amount each Class Member paid on their identified loan account contained on the Class Member List.
- From a review of the loan payment records, it appears that you made payments on the qualifying loans totaling \$ _____. Therefore, unless other Class Members are located or additional payments are established on any qualifying loan, your recovery in this case should be approximately 57% of \$ _____, prior to reductions.
- Reductions from each Class Member payment will include *the Class Member's proportionate share of administration of this settlement, any court-approved Named Plaintiff incentive award and any court-approved attorney's fees, costs, and expenses of litigation (see Questions 11 and 12)*. The Payments from the Settlement Fund will be made by check;
- The Settlement Fund will be reduced and Spicer shall receive back any amount allocated to a Class Member that excludes themselves or opts-out from the Settlement.
- Any monies that remain unclaimed or undistributed from the Settlement Fund from Class Members that did not exclude themselves or opt-out from the Settlement will not revert back to Spicer. Instead, they will be placed in a fund, and thereafter distributed to a non-profit 501(c)(3) organization(s) approved by the Court; and
- At this time, it is estimated that the Settlement Administrator's costs will total less than \$5,000.00. The Court has appointed The Casey Group, Ltd. as the Settlement Administrator.

More details are in a document called the Settlement Agreement, which is available to inspect online at <https://www.zlawmaryland.com/spicer-settlement/> and at the Office of the Clerk, Circuit Court for Baltimore City, 111 N. Calvert Street, Baltimore, MD 21202, during normal business hours.

7. When will the Proposed Class Action Settlement go into effect?

The Court will hold a final approval hearing on September 10, 2021 at 9:30 am to decide whether to approve the Proposed Class Action Settlement (see Question 15). Even if the Court approves the Proposed Class Action Settlement, there could be appeals. The time for an appeal varies.

The Proposed Class Action Settlement will go into effect on the Effective Date. If no appeals are filed, the Effective date is the date the final approval order is entered and payments from the Settlement will be provided within thirty (30) days after the Effective Date.

8. What am I giving up as part of the Proposed Class Action Settlement?

If you do nothing, you will be part of the Class. That means you cannot sue Spicer over the claims settled in this Action. It also means that all of the Court's orders, including the release of claims and dismissal of the lawsuit with prejudice (see Question 9), will apply to you and legally bind you.

Your interests as a member of the Class will be represented by the Representative Plaintiff and Class Counsel. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Proposed Class Action Settlement, and the fee award will be set by the Court and paid from the Settlement Fund created by Spicer (see Questions 6 and 12).

9. How does the Proposed Class Action Settlement affect my rights?

If the Proposed Class Action Settlement is finally approved, the Court will enter a judgment dismissing all claims against Spicer with prejudice. Under the terms of the Proposed Class Action Settlement, you will release Spicer from the claims that were raised or could have been raised in the Action. This means you cannot seek any type of relief against Spicer based on any claim related to or arising out of the loans issued to you by Spicer or payments made on the loans. You will be giving up all such claims, whether or not you know about them. The Court's order will apply to you even if you objected or have any other claim, lawsuit, or proceeding pending against Spicer. If you have any questions about the release, you should consult with a lawyer.

EXCLUDING YOURSELF FROM THE PROPOSED CLASS ACTION SETTLEMENT

If you want to keep your right to sue Spicer with respect to the loans you entered into with by Spicer, you must take steps to remove yourself from the Proposed Class Action Settlement. This is called asking to be excluded from—or “opting out” of—the Class.

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

If you choose to exclude yourself from the Class, you will not be bound by any order, judgment, or settlement of the Action. If you exclude yourself from the Class, you will not receive any benefits from this Proposed Class Action Settlement. You will retain and be free to pursue any claim against Spicer.

To exclude yourself from the Proposed Class Action Settlement, you must mail a letter saying that you want to be excluded from the Class in *Tameka Beck v. Samuel Spicer*, Case No. 24-C-19-004572. You must include your full name, current mailing address, and

telephone number, and the letter must be signed by you personally. Your letter requesting exclusion must be mailed to the following address in a **post-marked envelope no later than May 31, 2021**:

Beck Unlicensed Loan Class Action
Settlement Administrator
P.O. Box 10037
Towson, MD 21285-0037

You cannot exclude yourself on the phone or by email.

THE LAWYER REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. The Court has appointed Cory L. Zajdel, Jeffrey C. Toppe, and David M. Trojanowski of the law firm Z Law, LLC to represent you and the other Class Members in this case. Mr. Zajdel, is Lead Class Counsel. Mr. Toppe, and Mr. Trojanowski are Class Counsel. If you want to be represented by another lawyer, you may hire one at your own expense.

12. How will the lawyer be paid? What will the Representative Plaintiff receive?

Class Counsel have prosecuted this litigation without receiving any attorney's fees to date, and without any assurance of receiving fees, except in the event of a successful judgment or settlement. Class Counsel will ask the Court to approve attorney's fees and expenses to be paid from the Settlement Fund. As fees, Class Counsel will ask the Court to award a percentage of the Settlement Fund, not to exceed forty percent (40%) plus reasonable out-of-pocket expenses. As of the date of this mailing, Class Counsel anticipates requesting reimbursement of reasonable out-of-pocket expenses not exceeding one thousand eight hundred fifty dollars (\$1,850.00).

Class Counsel will also ask the Court to approve an incentive award of up to three thousand five hundred dollars (\$3,500.00) to be paid to the Representative Plaintiff for the time and resources she has spent helping Class Counsel on behalf of the whole Class. Spicer has agreed to pay this amount to the Representative Plaintiff as part of the Settlement Fund.

The Court may award less than these amounts. No Class Member will owe anything for attorney's fees and expenses or the incentive award.

The Court must approve both the attorney's fees and costs for Class Counsel and the incentive award for the Representative Plaintiff. The Court will conduct a hearing on attorney's fees, expenses and incentive award at a later date as part of the process of final approval of the settlement.

OBJECTING TO THE PROPOSED CLASS ACTION SETTLEMENT

13. How do I tell the Court I don't agree with the Proposed Class Action Settlement?

You may object to any part of the Proposed Class Action Settlement. To do so, you must file a written objection in the case *Tameka Beck v. Samuel Spicer*, Case No. 24-C-19-004572. Any objection must set forth your full name, current mailing address and telephone number and must include: (a) a written statement explaining the reasons for your objection; (b) copies of any papers, briefs, or other documents you want to bring to the Court's attention; (c) any evidence you wish to introduce in support of your objection; and (d) a statement of whether you or your lawyer will ask to appear at the final approval hearing to talk about your objections.

Your objection must be mailed to the following addresses in a **post-marked envelope no later than June 30, 2021**:

Court	Settlement Administrator
Office of the Clerk Courthouse East Circuit Court for Baltimore City 111 N. Calvert Street, Room 462 Baltimore, MD 21201	Beck Unlicensed Loan Class Action Settlement Administrator PO Box 10037 Towson, MD 21285-0037

If you or your lawyer asks to appear at the final approval hearing, in addition to providing the above information, you must include in your objection letter: (a) the points you wish to speak about at the hearing; (b) copies of documents you intend to rely upon at the hearing; (c) the amount of time you request for speaking at the hearing; and (d) whether you intend to have a lawyer speak on your behalf.

If you intend to have a lawyer present, your lawyer must file a written notice of appearance of counsel with the Clerk of the Court no later than June 30, 2021.

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

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

THE COURT'S FINAL FAIRNESS HEARING

15. When and where will the Court decide whether to approve the Proposed Class Action Settlement?

The Court will hold a Final Fairness Hearing to decide whether the Proposed Class Action Settlement is fair, reasonable, and adequate and should be granted Final Approval. The Court will also consider whether to award attorney's fees and other expenses to Class Counsel, whether to provide an incentive award to the Representative Plaintiff, and whether to grant Final Approval and dismiss the Action. If there are objections, the Court will consider them. You may attend and you may ask to speak.

The final approval hearing will be on September 10, 2021 at 9:30 am, before the Honorable Videtta A. Brown, Circuit Court for Baltimore City, 111 North Calvert Street, Baltimore, MD 21202. The Proposed Class Action Settlement may be approved with modifications, and without further notice, if consented to by the Representative Plaintiff and Spicer and their respective attorneys in accordance with the terms of the Settlement Agreement.

16. Do I have to come to Final Fairness Hearing?

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

IF YOU DO NOTHING

17. What happens if I do nothing?

You have the right to do nothing. If you do nothing, you will remain part of the Class and will receive the benefits described herein. You will not, however, be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Spicer about the claims in this Action, ever again.

GETTING MORE INFORMATION

18. How do I get more information?

The above description of the Action is general and does not cover all of the issues and proceedings that have occurred in the Lawsuit. The pleadings and other records in this litigation are available and may be examined and copied during regular office hours at the Office of the Clerk, Courthouse East, Circuit Court for Baltimore City, 111 N. Calvert Street, Baltimore, MD 21202.

In addition, you may review the Settlement Agreement and Preliminary Approval Order in this case at <https://www.zlawmaryland.com/spicer-settlement/>. If you have any questions concerning the matters dealt with in this notice, please direct your inquiries to the following Class Counsel:

Cory L. Zajdel, Esquire
Z Law, LLC
2345 York Road, Suite B-13
Timonium, MD 21093
(443) 213-1977
www.zlawmaryland.com

PLEASE DO NOT TELEPHONE THE CLERK'S OFFICE OR THE JUDGE'S CHAMBERS CONCERNING THIS NOTICE OR THIS CASE.

DATE: April 1, 2021

By: Clerk of Court,
Circuit Court for Baltimore City