

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made by and between Plaintiff Alison Assanah-Carroll ("Named Plaintiff"), in her individual capacity and in her representative capacity on behalf of the Leaseholders (defined below) and Defendants Law Office of Edward J. Maher, P.C. ("Law Office"), Edward J. Maher ("Maher"), E.T.G. Associates, '94 LP ("ETG"), and Roizman Development, Inc. ("Roizman") (collectively "Defendants"). The Named Plaintiff, Leaseholders, and Defendants are collectively referred to as the "Parties."

RECITALS

WHEREAS, Named Plaintiff was a tenant of an apartment building known as Temple Gardens, 2601 Madison Ave, Baltimore, MD 21217 ("Building"), owned by ETG the general managing partner of which is Roizman (collectively "Landlord Defendants"), during the period August 15, 2019 through and including July 14, 2020 (the "Unlicensed Period");

WHEREAS, Named Plaintiff filed a lawsuit against Defendants in the United States District Court for the District of Maryland styled *Alison Assanah-Carroll v. Law Office of Edward J. Maher P.C., et al.*, Case No. CCB 20-2376 ("Action"). In the Action, pursuant to various claims for relief, Plaintiff sought monetary damages and other relief against Defendants based on allegations that Defendants unlawfully collected, retained, or failed to refund rents during the Unlicensed Period or unlawfully attempted to collect rents during the Unlicensed Period.

WHEREAS, in the Action, Named Plaintiff also sought to obtain certification of a class action on behalf of any and all Leaseholders during the Unlicensed Period;

WHEREAS, Defendants deny any wrongdoing and any liability to Named Plaintiff, the Settlement Class, or any other person;

WHEREAS, pursuant to a settlement conference conducted by the Court in the Action, the Parties reached an amicable settlement on mutually acceptable terms effective February 3, 2023. Pursuant to such settlement, the Parties agreed to memorialize the terms of their settlement in this formal Agreement;

NOW, THEREFORE, in consideration of the mutual promises and releases contained herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The above Recitals are contractual and part of the Agreement between the Parties.

2. Certification of a Settlement Class. Solely for the purposes of effectuating their settlement, providing Class Notice, and implementing this Agreement, the Parties agree to conditional certification of the Settlement Class. Preliminary certification of the Settlement Class shall not be deemed a concession that certification of a litigation class is appropriate, nor are the Defendants precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement is not finalized or finally approved by the Court. If the Court for any reason whatsoever does not finally approve the Settlement, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion may be asserted in any litigated certification proceedings in the Action or in any other action. No agreements made by or entered into by the Defendants in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, or any other person for any purpose, including to establish any claims against Defendants or to establish the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding. This settlement, including payment of the Settlement Fund, is contingent on the Court's certification of this Settlement Class, approval of this settlement, successful resolution of any objections, and all other requirements for approval to effectuate this settlement according to the terms hereof.

3. Class Definitions.

a. The "Settlement Class" consists of all Leaseholders, each of whom is a "Settlement Class Member." For purposes of further defining a Settlement Class Member, where a lease identifies more than one tenant as a Leaseholder, all Leaseholders identified on such lease must choose to remain part of the Settlement Class to receive compensation pursuant to this settlement; if any one Leaseholder identified in a lease opts out of the Settlement Class, the remaining Leaseholder(s) identified on that lease will be deemed to have also opted out of the Settlement Class.

b. The term "Leaseholders" means any and all tenants, including the Named Plaintiff, who: (1) resided in the Building at any time during the Unlicensed Period pursuant to an executed lease; and (2) were legally responsible for payment of rent during the Unlicensed Period pursuant to an executed lease.

c. "Class Counsel" means Ingmar Goldson, Esquire, The Goldson Law Office, LLC; and Joseph S. Mack, The Law Offices of Joseph S. Mack.

4. Preliminary Approval. Plaintiff will immediately move or has moved the Court for entry of the Preliminary Approval Order, the form of which is attached to this Agreement as Exhibit 1. The Preliminary Approval Order shall specifically include provisions that: (a) preliminarily approve the settlement reflected herein as fair, adequate, and reasonable to the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (b) approve the forms of Class Notice and find that the Notice Program

constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Fed. R. Civ. P. 23; (c) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within twenty-one (21) days following entry of the Preliminary Approval Order (the "Settlement Notice Date"), or such time chosen by the Court; (d) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class, and set a date forty-five (45) days after the Settlement Notice Date, or such time chosen by the Court, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene (the "Opt-Out and Objection Deadline"); (e) pending final determination of whether the Settlement should be approved, bar all Settlement Class Members, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (f) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (g) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than twenty-eight (28) days after the Opt-Out and Objection Deadline, or such time chosen by the Court; and (h) set deadlines for the Parties to respond to any objections, and for the submission of papers in support of Final Approval.

5. Settlement Fund. Defendants agree to pay the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) ("Settlement Fund") for the benefit of all Settlement Class Members in full and final settlement of all claims made in this Action, inclusive of all costs and attorneys' fees. This settlement represents no admission of liability on the part of the Defendants. The Defendants have reached an agreement among themselves as to their respective responsibility for the payment of the Settlement Funds. \$200,000 of the Settlement Fund will be set aside to compensate Settlement Class Members and the remaining \$150,000 will pay for costs of class administration and attorneys' fees of Class Counsel.

6. Non-monetary Relief. ETG and Roizman shall write-off any outstanding unpaid rent amounts not yet paid from any Settlement Class Member attributable to the Unlicensed Period, as well as any unpaid late fees or other fees or costs assessed for non-payment of rent attributable to the Unlicensed Period.

7. Distributions to Settlement Class Members. Subject to the claims process set forth in this Agreement, each Settlement Class Member is entitled to one disbursement from the Settlement Fund. The amount of the disbursement shall be based upon the chart prepared by Class Counsel and American Legal Claim Services LLC. No amount shall revert to Defendant, except as set forth in Paragraph 10(d) ("Opt-Out Requirements"). Settlement Awards shall be mailed by the Claims Administrator within twenty-eight (28) days after the Effective Date, or such time as determined by the Court. The Claims Administrator shall mail, by first class mail, a check to each eligible Settlement Class Member receiving a Settlement Award. The Claims Administrator will perform one instance of skip-tracing and re-mailing, as necessary.

8. Cy Pres. Amounts from settlement checks that remain un-cashed more than 120 days after the date on the check will be donated to the Civil Justice, Inc., a Maryland legal services non-profit. The donation shall be made within 180 days of the mailing of the last Settlement check.

9. Payment to Named Plaintiff. Named Plaintiff will ask the Court to approve one Service Award to her, individually, in the amount of \$6,000. The Service Award to Named Plaintiff will be disbursed along with the distribution to class members.

10. Administration and Notice.

a. Claims Administrator. Class Counsel shall be solely responsible for hiring a class action claims administrator ("Claims Administrator") to handle all administration of the Settlement Fund. The Claims Administrator is American Legal Claims Services LLC, and shall be responsible for administration of this Settlement, including sending all notices to Class Members and preparing a report of those notices, receiving and reporting to the parties on any opt-outs, remitting payments from the Settlement Fund, issuing appropriate tax documents to Class Members, and all other duties required to consummate the Settlement and/or duties agreed by the Parties or ordered by the Court. The Claims Administrator shall be allowed to communicate freely with the Parties' counsel, and will provide updates on a monthly basis to and as requested by the Parties' counsel.

b. Payment of Administration and Notice. All costs of administering this Settlement will be paid from the Settlement Fund by the Claims Administrator. Class Counsel will provide an estimate of the total administration costs in their preliminary approval papers.

c. Notice Plan - Notice by U.S. Mail. The Claims Administrator will provide individual notice by sending a notice through U.S. Mail to each Settlement Class Member. The notice will describe the basic terms of the Settlement, inform Settlement Class Members of key deadlines, including the deadline to submit claims, exclusion requests and/or objections, and refer Settlement Class Members to Class Counsel for questions. Before sending notice, the Claims Administrator will update Settlement Class addresses using the National Change of Address Database. If a Notice is returned with a forwarding address, the Claims Administrator will re-send the Notice immediately. If a Notice is returned as undeliverable, the Claims Administrator will perform one "skip trace" to locate an updated address.

d. Opt-Out Requirements. A Settlement Class Member may exclude himself or herself from the Settlement Class by advising the Claims Administrator in writing no later than the Opt-Out Deadline. All such writings must be signed, and must be postmarked no later than the Opt-Out Deadline. All Settlement Class Members will be bound by this settlement and all judgments of this Court in the Action unless they exclude themselves in writing by the Opt-Out Deadline. All Settlement Funds allocated to Class Members that opt out of the class will be deducted from the Settlement Fund and remitted to the Defendants. Notwithstanding anything to the contrary in this Paragraph 10(d), where a lease identifies more than one tenant as a Leaseholder, all Leaseholders identified on such lease must choose to remain part of the Settlement Class to receive compensation pursuant to this settlement; if any one Leaseholder identified in a lease opts out of the Settlement Class, the remaining Leaseholder(s) identified on that lease will be deemed to have also opted out of the Settlement Class.

e. Retention of Opt-Outs. The Claims Administrator will retain a copy of all opt-out requests and will provide a copy of any such request to the Parties' counsel. Class Counsel

will keep such information strictly confidential and use it only for purposes of determining whether an individual in the Settlement Class has properly opted out.

f. Right to Terminate Agreement. Defendants have the right to void this Settlement in the event that a confidential and pre-determined number of Leaseholders opt out of the Settlement Class (if more than one Leaseholder on a lease opts out, then it shall be treated as a single opt out for the purpose of this paragraph, in which case all Leaseholders on that lease shall be deemed to have opted out of the Settlement Class and shall not be entitled to compensation under this settlement). If Defendants exercise this right to void this settlement, they will reimburse Plaintiffs' counsel for any fees charged by the Class Administrator through the date of the cancellation of the Settlement, subject to a cap of \$8,034.

11. Objections.

a. Right to Object. Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. The written objection must provide the objector's name, address, and the reason(s) for the objection.

b. Right to Appear at Final Approval Hearing. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing must file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. Any member of the Settlement Class who fails to comply with the provisions herein shall waive and forfeit any and all rights to appear and/or object separately, and shall be bound by the terms of this Settlement and the orders and judgments of this Court.

12. Final Approval.

a. Declaration of Notice by Claims Administrator. The Claims Administrator shall provide the Parties' counsel no later than fourteen (14) calendar days prior to the Final Approval Hearing with a declaration stating that the Notice required by this Settlement Agreement has been completed pursuant to the Preliminary Approval Order.

b. Motion for Final Approval Order. After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadlines, and no later than fourteen (14) calendar days prior to the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order. Class Counsel shall file a memorandum addressing any valid objections, and Defendant's counsel may, but are not required to, file an additional memorandum in response. The Parties' responses addressing such objections shall be filed no later than fourteen (14) days prior to the Final Approval Hearing.

c. Final Approval Order. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants approval of this settlement and:

- i. Finds that the notice under the Notice Plan satisfies the requirements of due process and Fed. R. Civ. P. 23;

- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- iii. Finds that Named Plaintiff and Class Counsel have adequately represented the Settlement Class Members;
- iv. Finds that Named Plaintiff and each Settlement Class Member shall be bound to this Settlement Agreement, including the release;
- v. Approves this Settlement;
- vi. Dismisses on the merits with prejudice all claims of Named Plaintiff and Settlement Class Members asserted in this Action;
- vii. Remains in full force and effect following final resolution of all appeals related to the Action; and
- viii. Retains jurisdiction of all matters relating to the administration, implementation, interpretation, and enforcement of this Settlement.

13. Release. Effective as of the date of the Final Approval Order, Named Plaintiff and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, affiliates, successors, predecessors-in-interest, and assigns hereby covenant not to sue and hereby release, resolve, relinquish, and discharge forever each of the Defendants and Defendants' respective representatives, principals (including Israel Roizman and Ido Roizman), agents, property managers, and attorneys, from each of the Released Claims (defined below). "Released Claims" means any claims that were brought, or could have been brought, or arising out of any claims that were brought or could have been brought, by the Named Plaintiff in the Action relating to the alleged failure of the Building or Roizman or ETG to be licensed in accordance with any statute, code, or ordinance requiring a license to lease residential real property and/or relating to the collection or retention of, or any efforts to collect or retain, rents of any Leaseholders during the Unlicensed Period by any Defendants relating to the licensure of the Building.

14. Certification by Parties. ETG and Roizman certify that, to the best of their knowledge, information, and belief, the rent ledgers and lease data provided to Class Counsel via email by March 21, 2023 and March 29, 2023 are materially accurate and complete. Class Counsel certify that they have reviewed such ledgers and data and are satisfied with the same in consummating this settlement.

15. Class List. Based on information provided by ETG and Roizman, the Parties agree that, subject to opt-outs provided herein, the Settlement Class Members consist of the individuals identified on the spreadsheet attached hereto as Exhibit 2.

16. Best Efforts. The Parties and all counsel agree to cooperate and use their best efforts to obtain Court approval of this Agreement in an expeditious manner. Defendants agree not to object to or oppose in any way any provision of this Agreement or the Motion(s) required to

obtain Court approval of the Settlement. The Parties and all counsel also agree not to solicit or encourage any Settlement Class Member to object to or oppose in any way any provision of this Agreement.

17. Termination of Agreement. This Agreement shall only be terminable: (a) at the option of the Parties to this Agreement if the Court fails to approve this Agreement or materially alters any one or more of its terms; or (b) upon the option of Defendants as set forth in Paragraph 10 of this Agreement.

18. Effect of Termination of Agreement. If this Agreement is terminated or canceled as set forth herein, the Parties shall be deemed to have reverted to their respective status as of the date of this Agreement and the Parties 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.

19. No Contra Proferentem. This Agreement is the product of arm's-length negotiations between the Parties regarding a compromise of disputed claims, and none of the Parties shall be deemed to be the drafter of the Agreement or of any provision of the Agreement. Nor shall any part of this Agreement be construed against any of the Parties on the basis of that Party's identity as a drafter of all or a portion of this Agreement.

20. Entire Agreement. This Agreement is contractual and not a mere recital. This Agreement embodies the entire agreement between the Parties with respect to its subject matter. This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties with respect to its subject matter.

21. No Extra-Contractual Representations. There are no representations, warranties, promises, covenants, or undertakings, oral or written, other than those expressly set forth in this Agreement. Each of the Parties acknowledges and agrees that no one has induced him, her, or it to enter into this Agreement by means of any representations not contained in this Agreement.

22. No Unwritten Amendments. This Agreement may not be modified, amended, waived, discharged, or terminated except by an instrument in writing signed by all Parties.

23. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Maryland. The Parties agree and submit to the continuing jurisdiction and venue of the United States District Court for the District of Maryland, and any action, claim, or dispute arising under this Agreement shall be exclusively brought in the United States District Court for the District of Maryland, regardless of whether the conflict of law rules of this or any other jurisdiction indicate otherwise. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.

24. Competence to Execute; Comprehension of Terms. By voluntarily executing this Agreement, the Parties confirm that they have had the opportunity to have their own independent counsel review this Agreement to the extent they so desired, and in executing the Agreement, they are relying upon their own judgment. By voluntarily executing this Agreement, the Parties confirm their competence to understand the Agreement and hereby accept the terms of the Agreement as resolving fully all differences, disputes, and claims within its scope.

25. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, and assigns.

26. Severability. In the event that any provision of this Agreement conflicts with any applicable law, such conflict shall not affect the other provisions hereof that can be given effect without the conflicting provision, and to this end, the provisions hereof are declared to be severable.

27. Execution in Counterparts. This Agreement may be executed in counterparts, and delivered by facsimile or in PDF format by electronic mail, with each counterpart constituting an original version of the Agreement.

[SIGNATURES ON NEXT PAGE]

AGREED AND UNDERSTOOD:

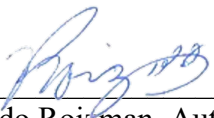
Alison Assanah-Carroll, Named Plaintiff

Edward J. Maher, Esquire

LAW OFFICES OF EDWARD J. MAHER, PC.

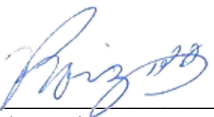
By: _____
Edward J. Maher, Authorized Representative

E.T.G. ASSOCIATES '94, LP

By: 

Ido Roizman, Authorized Representative

ROIZMAN DEVELOPMENT, INC.

By: 

Ido Roizman, Authorized Representative

As to their obligations of Class Counsel set forth in this Agreement and their certification contained in Paragraph 14:

Ingmar Goldson, Esquire
The Goldson Law Office, LLC

Joseph S. Mack
The Law Offices of Joseph S. Mack

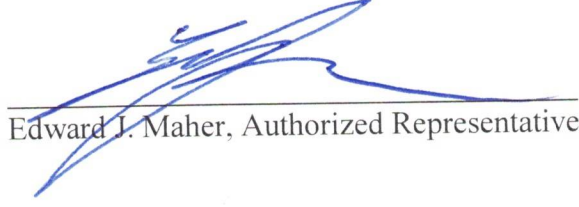
AGREED AND UNDERSTOOD:

Alison Assanah-Carroll, Named Plaintiff



Edward J. Maher, Esquire

LAW OFFICES OF EDWARD J. MAHER, PC.

By: 

Edward J. Maher, Authorized Representative

E.T.G. ASSOCIATES '94, LP

By: _____
Ido Roizman, Authorized Representative

ROIZMAN DEVELOPMENT, INC.

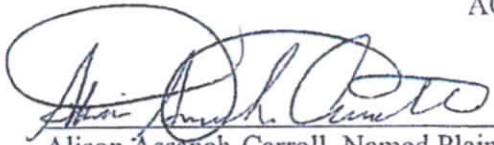
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The Goldson Law Office, LLC

Joseph S. Mack
The Law Offices of Joseph S. Mack

AGREED AND UNDERSTOOD:



Alison Assanah-Carroll, Named Plaintiff

Edward J. Maher, Esquire

LAW OFFICES OF EDWARD J. MAHER, PC.

By: _____
Edward J. Maher, Authorized Representative


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By: _____
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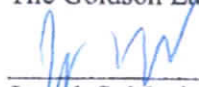
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