

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
*Southern Division*

**PAUL MOORE,**

\*

**Plaintiff,**

\*

**v.**

\*

**REALPAGE UTILITY  
MANAGEMENT, INC.,**

\*

**Case No.: 8:20-CV-00927-PX**

\*

Hon. Paula Xinis

**Defendant.**

\*

\* \* \* \* \*

**Joint Motion for Preliminary Approval of Class Action Settlement, and for  
Approval of the Form, Manner and Administration of Notice**

Plaintiff, Paul Moore (“Representative Plaintiff”), and Defendant, RealPage Utility Management, Inc. (“RUM”), respectfully move for preliminary approval of a proposed class action settlement pursuant to Fed. R. Civ. P. 23(e)(1). The settlement agreement (“Agreement”) is attached as Exhibit 1. The proposed notices for class members about the settlement are attached to the Agreement as Exhibit 2 (E-Mailed Notice), Exhibit 3 (Mailed Notice), and Exhibit 4 (Long-Form Notice).

As more fully set forth in the Representative Plaintiff’s attached memorandum of law, notice to class members about the proposed settlement is warranted, because the Court “will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1).

As reflected in the attached proposed 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 (the “Order”), the parties propose the following timetable:

**Within ten (10) calendar days after Entry of the Order**

RUM to provide the Class List to Settlement Administrator and to Class Counsel

**Within thirty (30) calendar days after Date of the Order**

Settlement Administrator to mail notice to Class and publish Settlement Website; deadline for Representative Plaintiff to file memoranda in support of the settlement, an award of attorneys' fees and costs and an incentive payment to the Representative Plaintiff

**Forty-Five (45) Calendar days from the Notice Date**

Deadline for any member of the Class to mail Request for Exclusion or file and serve any objection to the settlement

**As set by the Court, but after one-hundred and five (105) calendar days after Date of the Order**

Final hearing on settlement approval

WHEREFORE, the parties jointly and respectfully request that the Court (1) preliminarily approve the proposed settlement, (2) preliminarily certify the Class for settlement purposes only, (3) appoint the undersigned attorneys for Representative Plaintiff as Class Counsel, (4) approve the form of and direct notice to the Class, and (5) grant such further relief as justice demands. A comprehensive proposed Order is attached.

(signatures on following page)

Respectfully submitted,

/s/Benjamin H. Carney

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**Attorneys for Representative Plaintiff**

/s/ David M. Gettings (signed, with  
permission, by Benjamin H. Carney)

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***Attorneys for RealPage Utility  
Management, Inc.***



3. Representative Plaintiff's First Amended Complaint (the "Complaint") alleges statutory claims for declaratory judgment under the Maryland Declaratory Judgment Act, Md. Code Ann., Cts. & Jud Pro. § 3-106; for violation of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201 *et seq.*; for violation of the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 *et seq.*, and common law claims for Money Had and Received and Unjust Enrichment.

4. The Parties have each conducted extensive research into the applicable facts and law relating to the practices challenged by Representative Plaintiff in this case. For example, this Court certified a question of law to the Maryland Supreme Court, which was fully briefed, argued and decided. Thereafter, Representative Plaintiff filed a First Amended Complaint, and RUM filed, the Parties fully briefed, and the Court decided, a motion for judgment on the pleadings.

5. RUM has also provided substantial information about the practices challenged in this case in connection with mediation.

6. The Parties' mediation efforts have been extensive and included both a virtual mediation and in-person arms-length negotiations supervised by the Hon. Ronald B. Rubin (Ret.), which resulted in the settlement memorialized by this Settlement Agreement (the "Agreement").

7. The Parties recognize and acknowledge the benefits of settling this case. Class Counsel have taken into account the uncertain outcome and risks of the litigation, as well as the difficulties and delays inherent in such litigation and the likelihood of protracted appeals. Class Counsel have, therefore, determined that the settlement set forth in this Agreement is fair and reasonable and in the best interest of the Representative Plaintiff and the Settlement Class. Representative Plaintiff concurs in that determination.

8. RUM denies all allegations of wrongdoing and liability asserted in the Complaint, and maintains that it has conducted its dealings with the Representative Plaintiff and all Settlement Class Members in a lawful manner in all respects. RUM maintains that it has a number of meritorious defenses to the Representative Plaintiff's claims, including but not limited to its defense that it was not acting as a collection agency and, therefore, was not obligated to maintain a collection agency license. Nevertheless, RUM recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending putative class actions, the costs of any appeal, and the potential disruption to its business operations arising out of the Litigation. It also recognizes the benefits inherent in a class wide settlement. Accordingly, RUM believes that settlement is in its best interest.

9. The Parties believe that this Agreement is fair, reasonable, and adequate because it: (1) provides for certification of a Settlement Class, even though the Court has not yet determined whether the claims asserted could properly be brought as a class action, and RUM maintains that certification of any class for trial purposes would not be proper under Federal Rule of Civil Procedure Rule 23; (2) provides certain injunctive relief; (3) provides for a monetary payment to the Settlement Class; and (4) provides relief to the Settlement Class in exchange for releases tailored to the specific claims made against RUM.

10. Counsel for the Parties agree to recommend that Continental DataLogix LLC (hereinafter the "Settlement Administrator"), be appointed by the Court to serve as the Settlement Administrator. The Settlement Administrator is responsible to report both to the Court and to the Parties as more fully set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises, representations, covenants and releases contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which the Parties now acknowledge, the undersigned Parties agree to the terms and conditions set forth below:

## II. TERMS OF THE SETTLEMENT

### 11. Definitions:

- (a) “Administration Costs” shall refer to the costs to effectuate notice and administration of the Settlement.
- (b) “Administration Cost Estimate” shall refer to the estimate of Administration Costs the Settlement Administrator is required to provide to Class Counsel and RUM.
- (c) “Authorized Claimant” means a Settlement Class Member who submits a Valid Claim by the Claims Deadline.
- (d) “Class Counsel” means Benjamin H. Carney and Richard S. Gordon of Gordon, Wolf & Carney, Chtd. “Lead Class Counsel” shall mean Benjamin H. Carney.
- (e) “Class List” means the list of Settlement Class Members compiled by RUM pursuant to the Agreement.
- (f) “Class Period” shall mean April 1, 2017 through and including June 30, 2023.
- (g) “Claims Deadline” is the date by which a Settlement Class Member must submit a Claim Form. The Claims Deadline is 180 days from the Notice Date.
- (h) “Claim Form” means the form, attached as **Exhibit 5**, through which a Settlement Class Member can submit a claim to take part in the Settlement Fund.
- (i) “Court” shall mean the U.S. District Court for the District of Maryland.

(j) “Cy Pres Recipient” shall mean The University of Maryland Francis King Carey School of Law.

(k) “Effective Date” is the date on which this Court’s entry of the Final Approval Order and this Court’s order regarding attorneys’ fees have all become final because each of the following has occurred: (A) the expiration of three (3) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (B) if there are no objections to the settlement, the expiration of three (3) business days after the time in which to appeal the Final Approval Order under Federal Rule of Appellate Procedure 4(a)(1)(A) (i.e., a thirty day aggregate period) has passed without any appeal having been filed, or unless the day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement shall be deemed to be the next business day; (C) if there are objections to the settlement, the expiration of three (3) business days after the time in which to appeal the Final Approval Order under both Federal Rule of Appellate Procedure 4(a)(1)(A) and (5)(A) (i.e., a sixty day aggregate period) has passed without any appeal having been filed, or unless the day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement shall be deemed to be the next business day; and (D) if a motion to alter or amend is filed, or if an appeal is taken, three (3) business days after a final determination of any such motion or appeal that permits the consummation of the Settlement. For purposes of this definition, the term “appeal” includes all writ proceedings, including review by the United States Supreme Court.

(l) E-Mailed Settlement Notice, attached as **Exhibit 2**, is the notice the Settlement Administrator is to E-mail to Settlement Class Members for which the Settlement Administrator has an E-mail address.



(m) “Final Approval” means the act of the Court finally approving the Settlement and entering the Final Approval Order.

(n) “Final Approval Hearing” refers to the hearing at which time the Court considers whether to enter a Final Approval Order.

(o) “Final Approval Order” shall mean the Order, as entered by the Court, finally approving this Settlement, certifying the Settlement Class, entering a judgment according to the terms in this Settlement, and dismissing with prejudice all claims raised in the Litigation consistent with the Settlement.

(p) “Final Stale Date” means the last date on which a payment by check to a Settlement Class Member that was distributed pursuant to this Agreement becomes stale.

(q) “Funding Date” means fifteen (15) days after the Preliminary Approval Date.

(r) “Injunctive Relief Order” means the consent order attached as **Exhibit 6** to the Agreement and proposed by the Parties for entry by the Court. The Injunctive Relief Order in no way imposes any obligation, duty, or responsibility on RUM, or creates any right on behalf of anyone, outside of what is described in the order.

(s) “Litigation” is the above-captioned case.

(t) “Long Form Settlement Notice,” attached as **Exhibit 4**, is the notice of settlement that the Settlement Administrator will upload to the Settlement Website.

(u) “Mailed Settlement Notice,” attached as **Exhibit 3**, is the notice the Settlement Administrator is to mail via first-class United States Mail to Settlement Class Members for whom the Settlement Administrator does not have an E-mail address.

(v) “Notice Date” shall mean the date on which the Settlement Administrator sends the E-Mailed Settlement Notice and the Mailed Settlement Notice to

the Settlement Class Members. The Notice Date shall be no later than thirty (30) calendar days after the Preliminary Approval Date.

(w) “Notice of Proposed Class Action Settlement” shall mean collectively the notices to Settlement Class Members approved by the Court in the Preliminary Approval Order.

(x) “Participating Settlement Class Member” shall mean any Authorized Claimant who received an electronic payment or negotiated a check distributed pursuant to the procedures for distributing Settlement Payments outlined in this Agreement.

(y) “Potential Second Distribution Payment” shall mean the second round of settlement payments that are to be distributed to Participating Settlement Class Members if the funds remaining in the Settlement Fund allow for such a distribution, as outlined in Paragraph 21(d)(4).

(z) “Preliminary Approval Order” shall mean the Order entered by the Court, preliminarily approving the Settlement, provisionally certifying the Settlement Class, and approving the proposed notices to Settlement Class Members. The Parties have agreed on a proposed Preliminary Approval Order, attached as **Exhibit 1**.

(aa) “Preliminary Approval Date” shall mean the date the Preliminary Approval Order is signed and entered on the Court’s docket.

(bb) “Released Parties” shall mean RUM and its predecessors, successors, and assigns, as well as each of their present, former and future members, principals, partners, officers, directors, control persons, employees, insurers, shareholders, subsidiaries, parent companies, holding companies, affiliates, representatives, vendors, contractors and attorneys. RUM’s property management customers to whom RUM provided the billing services related to the Settlement Class are also included as Released Parties.

(cc) “Released Claims” shall mean and include all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever arising before the Preliminary Approval Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued under the Maryland Declaratory Judgment Act, Md. Code Ann., Cts. & Jud Pro. § 3-406; the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201 et seq.; the Maryland Consumer Protection Act; statutory analogs, or common law, resulting from, arising out of, or regarding the factual predicate alleged in the Litigation, including but not limited to RUM’s inclusion of administrative service fees in RUM’s billing statements and RUM’s alleged unlicensed collection activity.

(dd) “Representative Plaintiff” shall mean Paul Moore, the plaintiff in the Litigation.

(ee) “Settlement” means the terms on which the Parties have agreed to settle the Litigation, which the Parties have memorialized in the Agreement, and any amendments to this Agreement.

(ff) “Settlement Class Member” or “Settlement Class Members” shall mean those persons, either individually or collectively, who fall within the definition of the Settlement Class and who are listed on the Class List produced by RUM, and who have not elected to opt out of the Settlement Class.

(gg) “Settlement Fund” shall mean the sum of \$1,800,000 which RUM is paying to settle this purported class action, including any interest earned on that sum while the Settlement Fund is in an account maintained by the Settlement Administrator. In no

event shall RUM's payment to settle the Litigation exceed \$1,800,000, with the exception of RUM's payment of Administration Costs and the payment of the Incentive Award.

(bb) "Settlement Payment" means the payment to each Authorized Claimant.

(ii) "Settlement Website" shall refer to the website corresponding to the Settlement that the Settlement Administrator establishes, with the web address of [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com).

(jj) "Settlement Class" means the following individuals:

All persons to whom RUM sent a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the Class Period.

Excluded from the Settlement Class are all employees, officers and directors of RUM, and all employees of the Court.

RUM represents that the Settlement Class includes approximately 233,000 persons, although RUM is still in the process of finalizing the Class List. As a result, the estimate of the Settlement Class may change.

(kk) "Unclaimed Settlement Payments" shall mean payments that are not claimed by Settlement Class Members, including failures of electronic payments, all returned checks, and all checks not cashed by the date the check becomes stale. If sufficient funds remain in the Settlement Fund for a Potential Second Distribution Payment, then unclaimed payments do not become Unclaimed Settlement Payments until after that second distribution.

(ll) "Valid Claim" means a Claim Form that a Settlement Class Member submits by the Claims Deadline and that includes all of the information required on the Claim Form. This information includes, but is not limited to: (1) name; (2) email address (if

any); (3) any unique claimant ID code and/or other information required by the Settlement Administrator to confirm that the individual requesting the Settlement Payment is a Settlement Class Member; (4) the Settlement Class Member's mailing address; and (5) the Settlement Class Member's selection of whether to receive the Settlement Payment in the form of a paper check or as an Electronic Payment.

### III. PROCEDURES FOR EFFECTUATING SETTLEMENT

12. **Administration Cost Estimate.** The Settlement Administrator is required to provide the Parties with an estimate of Administration Costs within seven (7) days of the date the Settlement Administrator receives a fully executed copy of this Agreement.

13. **Best Efforts.** The purpose of this Agreement is to effect a full and final settlement of the Representative Plaintiff's and the Settlement Class's claims against RUM. To effectuate that purpose, the Representative Plaintiff and RUM agree to cooperate and use their best efforts to obtain Court approval of the Settlement in a manner consistent with the terms of this Agreement.

14. **Class List.** RUM shall provide the Class List to the Settlement Administrator within ten (10) calendar days following entry of the Preliminary Approval Order. The Class List shall include the following information for each Settlement Class Member to the extent the information is reasonably available and accessible in RUM's systems: a) name; b) last known address; c) last known E-mail address; d) move-in date; e) total Administration Fees charged; and e) move-out date. RUM shall also provide a copy of the Class List to Class Counsel.

If an individual who is not on the Class List receives a notification regarding the Settlement before the Final Approval Hearing, and that individual notifies the Parties of the individual's desire to take part in the distribution from the Settlement Fund, the Parties will

meet and confer regarding adding that individual to the Class List. If the Parties agree to add that individual to the Class List, he or she shall become a Settlement Class Member for all purposes under this Agreement.

The Representative Plaintiff, Class Counsel, and Settlement Class acknowledge and agree that RUM is providing the Class List to Class Counsel and the Settlement Administrator solely for the purpose of effecting the terms of this Agreement, and that the Class List (and information derived from the Class List) shall not be used, disseminated, or disclosed by or to any other person for any other purpose. By creating the Class List, RUM is not admitting liability with respect to the Settlement Class Members or that the Court could certify a class in a contested litigation posture. If the Settlement is terminated for any of the reasons identified in Paragraph 30, the Representative Plaintiff, Class Counsel, and Settlement Administrator shall immediately destroy any and all copies of the Class List and any materials substantially re-creating the information in the Class List.

15. **CAFA Notices.** RUM shall serve notices of the settlement on any and all appropriate state and federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

#### **IV. SETTLEMENT NOTICE AND ADMINISTRATION**

16. **Dissemination of Settlement Notices.** No later than thirty (30) calendar days after the Preliminary Approval Date, the Settlement Administrator shall send a copy of the E-Mailed Settlement Notice to Settlement Class Members with an E-mail address on the Class List and a copy of the Mailed Settlement Notice to the Settlement Class Members without an E-mail address on the Settlement Class List. Before distributing the E-Mailed Settlement Notices, the Settlement Administrator shall attempt to validate the E-mail addresses on the Class List for Settlement Class Members. In the event a valid E-mail

address is not available for a particular Settlement Class Member, the Settlement Administrator shall attempt to obtain a street address update for the Settlement Class Member utilizing a National Change of Address database. If, after the initial mailing, a Mailed Settlement Notice is returned with a new forwarding address provided by the U.S. Postal Service, the Settlement Administrator will re-mail the notice to the new forwarding address. If a notice is returned without a forwarding address, the Settlement Administrator shall perform “skip trace” research to attempt to identify the Settlement Class Member’s current address and then re-mail the notice to any such new address identified. If a second notice is sent to a Settlement Class Member and returned undeliverable, no further notice need be sent by the Settlement Administrator. To facilitate the Settlement Administrator’s “skip trace” research, RUM shall provide the Settlement Administrator with necessary and available information about Settlement Class Members required for a “skip trace,” upon request, to the extent that information is readily accessible to RUM.

17. **Settlement Website.** The Settlement Administrator shall establish the Settlement Website that enables Settlement Class Members to read the Long Form Settlement Notice, this Agreement, the Complaint, and other documents related to the Settlement. The Settlement Administrator shall establish the Settlement Website no later than the Notice Date. The Settlement Website shall explain that Settlement Class Members may opt out, as well as the manner and deadline for doing so. The Settlement Administrator shall maintain the Settlement Website, with appropriate updates, until the earlier of: (1) the termination or cancellation of this Agreement; or (2) such time as all checks issued to Settlement Class Members as a result of this Agreement have expired. The Settlement Administrator shall cause the Settlement Website to be taken down within ten (10) days after the occurrence of either event.

18. **Agreement that Notice Satisfies Rule 23:** The Parties agree that the methods of notice referenced above provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, appropriate means for obtaining additional information regarding the Agreement and the Litigation, appropriate information about the procedure for objecting to the Settlement or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for obtaining information about compensation pursuant to the Settlement. The Parties also agree that the dissemination of the notice in the manner specified in this Agreement and the Preliminary Approval Order satisfies the notice requirements of due process and Fed. R. Civ. P. 23.

19. **Notice Declaration:** No later than ten (10) days before the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a declaration of compliance with this plan of notice, including a statement of the number of persons who the notice plan referenced above reached and the number of exclusions the Settlement Administrator received.

20. **Payment for Administration Costs:** RUM shall pay all Administration Costs separate and apart from the Settlement Fund, subject to the ability to recoup Administration Costs in Paragraph 21(f) of this Agreement.

21. **Class Monetary Relief.**

(a) **Advance Administration Costs:** Within seven (7) days of providing the Class List to the Settlement Administrator, RUM shall advance twenty-five thousand dollars (\$25,000) to the Settlement Administrator for Administration Costs. Should the Administration Costs ultimately not exceed \$25,000, then the Settlement Administrator shall refund RUM any balance remaining on the \$25,000 within fourteen (14) days of the Final Stale Date. If the Administration Costs exceed \$25,000, RUM shall, within thirty (30) days



of an invoice from the Settlement Administrator, pay any such additional Administration Costs directly to the Settlement Administrator, provided RUM does not have an objection to the invoice that it needs to resolve with the Settlement Administrator.

(b) **Deposit of Settlement Fund.** On the Funding Date, RUM shall wire transfer the Settlement Fund into an account designated by the Settlement Administrator. RUM represents that the Settlement Fund represents a disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period. Any interest accrued on the funds deposited under this Paragraph shall be added to the corpus of the Settlement Fund.

(c) **Composition of Settlement Fund.**

(1) **Attorneys' Fees and Expenses.** Payment of Class Counsel's attorneys' fees and costs and expenses of litigation, as approved by the Court, shall be made from the Settlement Fund within ten (10) calendar days of the Effective Date. RUM is aware that Class Counsel intends to move for an award of attorney's fees of 1/3 of the Settlement Fund plus litigation expenses. Class Counsel must file its motion seeking an award of attorneys' fees and expenses, if at all, within thirty (30) days of the Preliminary Approval Date.

(2) **Eligibility for Settlement Payment.** The net balance of the Settlement Fund remaining after the subtraction of the Court approved attorneys' fees and expenses may be transferred to another escrow account maintained by the Settlement Administrator for the purposes of distribution. Subject to Court approval, each Authorized Claimant shall be entitled to receive a Settlement Payment. Described below are the administrative procedures that will apply to determine eligibility.

(i) There are two avenues through which a Settlement Class Member may submit a Claim Form: (1) electronically through the Settlement Website; or (2) through a paper submission.

(ii) For electronic submission, the Settlement Administrator shall establish a designated page of the Settlement Website on which the Claim Form may be completed and submitted electronically, and which will permit a click through electronic signature. An electronic receipt and confirmation number shall be displayed following the electronic completion of the Claim Form. A Claim Form submitted electronically through the Settlement Website shall be considered complete when each item of information requested in the Claim Form has been completed and an electronic receipt displayed.

(iii) The Settlement Administrator shall establish a printable Claim Form on the Settlement Website that consumers can print out and submit in paper form. A Claim Form submitted other than through the Settlement Website shall be considered complete when each item of information requested in the Claim Form is entered in writing and the Claim Form is postmarked or delivered to the Settlement Administrator.

(iv) Each Settlement Class Member wishing to receive a Settlement Payment must submit a Claim Form that provides their name, their email address (if any), and any unique claimant ID code and/or other information required by the Settlement Administrator

to confirm that the individual requesting the Settlement Payment is a Settlement Class Member. In addition, a Claim Form shall not be complete unless the Settlement Class Member provides their mailing address and selects whether to receive their Settlement Payment in the form of a paper check, or an electronic debit or gift card (electronic debit or gift cards are “Electronic Payments.”)

(v) The Settlement Administrator shall implement procedures to review each Claim Form submitted to determine whether the submission is a Valid Claim. This shall include verification that the individual submitting the Claim Form is a Settlement Class Member. Claim Forms submitted by persons who are not Settlement Class Members shall be rejected.

(vi) In order to be considered a Valid Claim, the Claim Form must be complete and submitted no later than the Claims Deadline. The Class Notice shall specify this deadline and other relevant dates described herein.

(vii) The Settlement Administrator’s determination of the validity or invalidity, and timeliness, of a Claim Form shall be final and binding. The Settlement Administrator must make this determination within fourteen (14) days of receiving the Claim Form at issue. No person shall have any claim against the Settlement Administrator, Plaintiff, Plaintiff’s Counsel, RUM and/or RUM’s Counsel based on distributions of benefits to Settlement Class Members.

(d) **Distribution of Settlement Payments.** Payments to Authorized Claimants shall be made from the Settlement Fund, after the adjustments to the Settlement Fund described above. Each Authorized Claimant shall be entitled to a *pro rata* payment from the Settlement Fund (defined above as the “Settlement Payment”), in accordance with a formula established by the Settlement Administrator which will result in the *pro rata* distribution of the Settlement Fund in proportion to the amount of administration fees charged to the Authorized Claimant submitting a Valid Claim as compared to the total amount of administration fees charged to all Authorized Claimants. Authorized Claimants who were charged more in administration fees will receive larger payments than Authorized Claimants who were charged less in administration fees; and, each Authorized Claimant’s payment amounts will increase or decrease proportionally based upon the total number of Valid Claims filed. Settlement Class Members who are not Authorized Claimants shall not receive a payment under the Settlement.

(1) The Settlement Payment to each Authorized Claimant shall be in the form of a check or an Electronic Payment. Initial Settlement Payments shall be issued to Settlement Class Members by the Settlement Administrator on a date that is the later of forty-five (45) days after: (1) the Effective Date; or (2) the Claims Deadline.

(2) For Authorized Claimants for whom the Settlement Administrator has a valid e-mail address, the Settlement Administrator shall notify those individuals that requested an Electronic Payment to provide them a reasonable opportunity to update their electronic payment information (or request payment by check) prior to disbursement of the Settlement Payment. Once that period has expired and the Settlement

Administrator issues payment to the Authorized Claimant using the confirmed electronic payment information, no reissuance of the electronic payment may be requested.

(3) For Authorized Claimants who elect to receive a Settlement Payment by check, paper checks in the amount of the Settlement Payment will be mailed. All settlement checks shall be void one-hundred twenty (120) days after issuance and shall include language to that effect. If a check issued to an Authorized Claimant cannot be used for any reason (for example, the check is lost) the Authorized Claimant shall have until one hundred twenty (120) days after issuance of the initial check to request re-issuance. After one hundred twenty (120) days from the issuance of the initial check to an Authorized Claimant, requests for re-issuance shall not be honored.

(4) In the event that the funds in the Settlement Fund are not fully exhausted after all initial Settlement Payments have expired and become void, due to uncashed checks or otherwise, the Settlement Administrator shall calculate whether the remaining funds are sufficient to make a second distribution of \$5.00 or more to Participating Settlement Class Members. The Settlement Administrator shall make this calculation pursuant to the following formula:

$$\frac{\text{(Remaining Settlement Fund)}}{\text{Participating Settlement Class Members}} =$$

*Amount for Potential Second Distribution*

If the Potential Second Distribution Payment equals or exceeds \$5.00, Participating Settlement Class Members shall be entitled to receive

that amount from the Settlement Fund. If the Potential Second Distribution Payment is less than \$5.00, then Participating Settlement Class Members shall not be entitled to receive the Potential Second Distribution Payment.

The Potential Second Distribution Payment, if any, shall be in the form selected by Participating Settlement Class Members in their Claim Form, unless the Participating Settlement Class Member had initially requested the first payment by check and wishes to switch to an electronic form of payment. Second Distribution Payments, if any, shall be issued to Participating Settlement Class Members by the Settlement Administrator within forty-five (45) days after making the calculations required under this subparagraph. All checks for Potential Second Distribution Payments shall be void one-hundred twenty (120) days after issuance and shall include language to that effect. If a Potential Second Distribution Payment check issued to an Authorized Claimant cannot be used for any reason (for example, the check is lost) the Authorized Claimant shall have until one hundred twenty (120) days after issuance of the Potential Second Distribution Payment check to request re-issuance. After one hundred twenty (120) days from the issuance, requests for re-issuance shall not be honored.

(c) **Settlement Fund Tax Status.** The Settlement Administrator shall set up the account for receipt of the Settlement Fund in a manner that maximizes tax benefits, and minimizes any tax detriment, for RUM, Representative Plaintiff, and the Settlement Class Members. The Settlement Administrator shall timely make any elections and filings that are required to maintain the account in compliance with laws related to taxation. The Parties agree that any taxes (including any estimated taxes, interest or penalties) on the

income earned by the Settlement Fund shall be paid out of the Settlement Fund. Taxes and tax expenses related to the Settlement Fund shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated to withhold from distribution any funds necessary to pay such amounts.

(f) **Unclaimed Settlement Payments.** All Unclaimed Settlement Payments shall be distributed in the following order: (1) first to reimburse RUM for actual documented payments to the Settlement Administrator for Administration Costs, but only up to the total amount of Unclaimed Settlement Payments; (2) second, any remaining Unclaimed Settlement Payments shall be distributed to the Cy Pres Recipient. The distribution to RUM shall occur within fifteen (15) days of determining Unclaimed Settlement Payments exist. If there is a second distribution of settlement payments, referenced above, the distribution of Unclaimed Settlement Payments to RUM shall occur no later than 10 days after the Final Stale Date.

(g) **Cy Pres.** Any portion of the Settlement Fund due to the *cy pres* recipient shall be donated, with the approval of the Court, to the Cy Pres Recipient. The Settlement Administrator shall forward the funds payable to the Cy Pres Recipient to the escrow account of Gordon, Wolf & Carney, Chtd., within ten (10) calendar days after the distribution to RUM referenced in Paragraph 21(f). Class Counsel shall remit the funds to the Cy Pres Recipient on behalf of the Class within ten (10) calendar days of receipt.

22. **Incentive Award:** In addition to and separate and apart from the Settlement Fund, and subject to Court approval, within seven (7) days after the Effective Date, RUM shall wire transfer an incentive award of \$15,000, for purposes of paying the Representative Plaintiff, to the trust account for Class Counsel, Gordon, Wolf & Carney, Chtd. In exchange

for any Incentive Award the Court approves, upon the Effective Date, the Representative Plaintiff on behalf of himself and his spouse, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledges full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before and up through the Effective Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued.

23. **Injunctive Relief:** In addition to funding the Settlement Fund, and subject to the terms and conditions of this Agreement, the Representative Plaintiff and RUM have agreed that Representative Plaintiff, with RUM's consent, will move the Court to enter an injunction applicable to RUM in the form of the Injunctive Relief Order. In connection with the Final Approval Hearing, the Court will be asked to adopt the Injunctive Relief Order.

If during the agreed-upon periods of the injunctive relief, RUM believes changes have occurred in federal, state or local law, or through other applicable regulations or administrative actions, that alter its obligations with respect to the requirements under the Injunctive Relief Order, RUM may petition the Court to request modification of the procedure(s) discussed in the Injunctive Relief Order in the manner it deems necessary to maintain compliance with the law. At the time of any such petition, RUM shall provide notice of the proposed modification of the procedure(s) to Class Counsel. RUM shall continue to implement the injunctive relief during the period of time that it awaits a ruling from the Court.



24. **Cooperation.** RUM and Class Counsel shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. RUM and Class Counsel also shall reasonably cooperate with each other so that both sides may adequately monitor all aspects of this Agreement.

25. **Release.** On the Effective Date, and in consideration of the payment of the Settlement Fund, the sufficiency of which is hereby acknowledged, the Representative Plaintiff and the Settlement Class Members shall, without the necessity of any action whatsoever, be deemed to have fully, finally, unconditionally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. This release in no way diminishes the Representative Plaintiff's release in connection with the Incentive Award.

26. **Binding Release.** Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Agreement or any order entered in connection with the Agreement, except for a failure on RUM's part to fund the Settlement Fund, shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Approval Order, the foregoing releases, or any other provision of the Final Approval Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Agreement shall remain available to all Parties.

## V. CONDITIONS OF SETTLEMENT

27. **Opt-Out Option.** The following provisions govern the process related to opting-out of the Settlement Class:

(a) **Requests for Exclusion** All Settlement Class Members shall be given the opportunity to opt out of the Settlement by submitting a "Request for Exclusion." All

Requests for Exclusion must be in writing, sent to the Settlement Administrator and postmarked no later than forty-five (45) days from the Notice Date. To be valid, a Request for Exclusion must be personally signed and must include: (1) the individual's name, address and telephone number; and (2) a statement substantially to the effect that: "I request to be excluded from the Settlement Class in *Moore v. RealPage Utility Management, Inc.*" If a Settlement Class Member requests exclusion, the Settlement Class Member may not validly file a Claim Form. No person within the Settlement Class shall act in concert with another individual within the Settlement Class to submit a Request for Exclusion that includes more than one individual within the Settlement Class.

(b) **Representation:** Class Counsel agree that this Agreement is fair, reasonable, and in the best interest of the Settlement Class. For that reason, Class Counsel has no present intention to represent any individual who submits a Request for Exclusion against the Released Parties.

(c) **Verification:** The Settlement Administrator shall provide copies of any Requests for Exclusion to the Parties no later than three days after receiving a request. No later than sixty (60) days following the Notice Date, the Settlement Administrator shall provide to Class Counsel (with a copy to RUM), a declaration verifying that notice has been provided to the Settlement Class as set forth herein and listing all of the valid opt-outs received.

(d) **Effect of Opt-Out.** All individuals within the Settlement Class who timely submit a valid Request for Exclusion (and who do not also submit a Claim Form) will, subject to Court approval, exclude themselves from the Settlement Class and preserve their ability to independently pursue, at their own expense, any individual claims he or she

claims to have against RUM. Any such individual will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Class.

28. **Objections:** Any Settlement Class Member who has not previously opted-out in accordance with the terms above and who intends to object to this Agreement must file the objection in writing with the Clerk of Court no later than forty-five (45) days following the Notice Date, and must concurrently serve the objection on Class Counsel and counsel for RUM. The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval hearing, either with or without counsel.

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Paragraph 28 shall not be permitted to object to the approval of the settlement or this Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Agreement by appeal or other means.

29. **Approval of the Court.** This Agreement is subject to receiving approval by the Court.

30. **Termination of Agreement.** The Parties' willingness to settle this Litigation on a class action basis and to agree to the accompanying preliminary certification of the

Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, in addition to the potential termination triggers referenced in in this Agreement, the Parties have the right to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions subsequent occurs:

(a) RUM may terminate the Agreement if more than 200 members of the Settlement Class opt-out of the proposed settlement;

(b) Either Party may terminate the Agreement if the other Party commits a material breach of the Agreement before entry of the Final Approval Order; or

(c) Either Party may terminate the Agreement if the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses shall not be grounds for the Representative Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Agreement. The failure of the Court or any appellate court to approve in full the request of the Representative Plaintiff for his Incentive Award shall not be grounds for the Representative Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Agreement.

If the Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be

deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law.

31. **Effect of Termination of Agreement.** If this Agreement is terminated or cancelled as set forth herein, all of 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 the Litigation. In addition, in the event of termination, within ten (10) days of termination, the Settlement Administrator shall return to RUM any funds that RUM has advanced in connection with the Administration Costs which have not yet been spent on the notice and administration process. Further, if the settlement is terminated, the full amount of the funds that RUM deposited in the Settlement Fund shall be refunded to RUM within ten (10) days of termination.

## VI. MISCELLANEOUS PROVISIONS

32. **Final Approval Filing.** Representative Plaintiff and Class Counsel shall submit their motion seeking Final Approval of the Settlement no later than thirty (30) days before the Final Approval Hearing.

33. **Amendments.** This Agreement may be amended or modified only by a written instrument signed by Class Counsel and RUM.

34. **No Admissions.** This Settlement Agreement, and any and all negotiations, communications, and discussions associated with it, shall not be offered or used as evidence of any presumption, concession, or admission of with respect to any fact, defense, or legal determination at issue in the Litigation, except for the purposes of obtaining Court approval of the Settlement.

35. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in this Agreement or its exhibits. Except as otherwise provided herein, each Party shall bear its own costs.

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

37. **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. Counsel for the Parties hereto shall exchange among themselves original executed counterparts, and a complete set of original executed counterparts shall be filed with the Court in connection with the motion to approve the settlement.

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

39. **Construing 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. All Parties have contributed substantially to the preparation of this Agreement.

40. **Applicable Law.** All the terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and applicable federal law.

11. **Court's Jurisdiction.** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement.

12. **Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement.

13. **Attorney's Fees.** Unless otherwise expressly set forth herein, and subject to Class Counsel's right to petition the Court to approve an award of attorney's fees from the Settlement Fund as set forth herein, each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement, including, but not limited to, the Litigation and the negotiation and preparation of this Agreement.

14. **No Interpretation of Captions or Headings.** The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

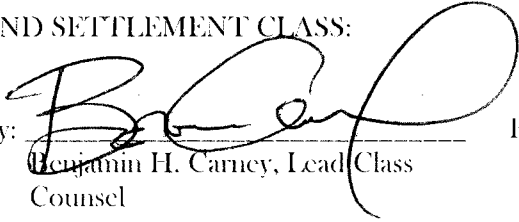
15. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, except any provision which requires payment of funds from RUM or any provision pertaining to a release, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

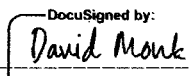
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized attorneys, as of the day and year written below.

Date: JANUARY 5, 2024

FOR THE REPRESENTATIVE PLAINTIFF  
AND SETTLEMENT CLASS:

FOR REALPAGE UTILITY  
MANAGEMENT, INC.:

By:   
Benjamin H. Carney, Lead Class  
Counsel

By:   
Title: EV1097C0DE0A65842A...



# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
*Southern Division*

**PAUL MOORE,**

\*

**Plaintiff,**

\*

**v.**

\*

**REALPAGE UTILITY  
MANAGEMENT, INC.,**

\*

**Case No.: 8:20-CV-00927-PX**

\*

Hon. Paula Xinis

**Defendant.**

\*

\* \* \* \* \*

**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 proposed Settlement Agreement (the “Agreement”) in this case relating to claims raised by the Plaintiff, Paul Moore (“Representative Plaintiff”) against Defendant RealPage Utility Management, Inc. (“RUM” or “Defendant”), and upon application of the parties with good cause appearing, THIS COURT FINDS and ORDERS as follows:

1. The terms of the Agreement, and the Settlement provided for therein, are preliminarily approved as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e)(1)(B), subject to further consideration thereof at the Settlement Hearing described at Paragraph 16 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 only and without prejudice to RUM’s right to contest class certification in the event that the proposed Settlement is not fully implemented, the Court

hereby certifies the following class (“Settlement Class”) in accordance with the Agreement, and pursuant to Fed. R. Civ. P. 23(a) & (b)(3) & (e)(1)(B), subject to further consideration thereof at the Settlement Hearing described at Paragraph 16 of this Order:

All persons to whom RUM sent a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the Class Period.

4. The Settlement Class excludes all employees, officers and directors of RUM, and all employees of the Court.

5. For settlement purposes only and without prejudice to RUM’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 the prerequisites of Fed. R. Civ. P. 23(a) & (b)(3) have been satisfied. In particular, pursuant to the Agreement, and for Settlement purposes only, the Court finds as to the Settlement Class that:

a. As RUM has certified in the Agreement that thousands of persons are Settlement Class members, and as RUM has agreed to provide a Class List identifying Settlement Class members, the Class is ascertainable and so numerous that joinder of all members is impracticable (Fed. R. Civ. P. 23(b)(1));

b. There are questions of law or fact common to the Settlement Class, including whether RUM’s alleged actions in sending monthly statements to Settlement Class Members which included charges for administrative fees constituted conducting a collection agency business under the Maryland Collection Agency Licensing Act, Md. Bus. Reg. § 7-101 *et seq.* and violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201 *et seq.* (Fed. R. Civ. P. 23(a)(2));

c. The claims of the Representative Plaintiff are typical of the claims of the Settlement Class that Representative Plaintiff seeks to certify, as Representative Plaintiff's claims center on the same facts and legal theories which are central to Settlement Class Members' claims (Fed. R. Civ. P. 23(a)(3)); and

d. Representative Plaintiff and his counsel will protect the interests of the Settlement Class fairly and adequately, as no conflict of interest between the Representative Plaintiff and the Settlement Class has been shown, and he has retained counsel experienced in class action litigation (Fed. R. Civ. P. 23(a)(4).

For settlement purposes only and without prejudice to RUM'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 the prerequisites of Fed. R. Civ. P. 23(b)(3) are met, as:

a. The questions of law or fact common to Settlement Class Members, and which are relevant for Settlement purposes, predominate over the questions affecting only individual Settlement Class Members, because the lawsuit and Agreement concern, for all Settlement Class Members, the application of the same statutes to the same facts, including materially similar conduct by RUM in sending monthly statements assessing administrative fees to all Settlement Class Members as a part of Defendant's routine business; and

b. Certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy, because in the absence of class certification, Settlement Class Members would as a practical matter face difficulty in seeking relief for the relatively small individual claims alleged in this lawsuit.

6. The Court finds that settlement class certification is appropriate after considering (A) the interest of members of the class in individually controlling the prosecution of separate actions, (B) the extent and nature of any litigation concerning the controversy already commenced by members of the class, (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum, and (D) the difficulties likely to be encountered in the management of a class action. In particular, the Court finds that individual class members do not have an interest in individually controlling the prosecution of separate actions which weighs against class certification, as such individual actions would be impractical; there is no other litigation concerning this controversy already commenced by members of the class; and that the nature of this class certification as for settlement neutralizes any concerns about litigation in a particular forum, and the manageability of a contested class action.

7. For the purpose of this preliminary approval and all matters relating to the Settlement of this Action, and without prejudice to Defendant's right to contest the appointment of Representative Plaintiff as the representative of the Class 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 Paul Moore shall be the Representative of the Class. The Court appoints the following lawyers as Class Counsel and finds that these counsel meet the requirements of Fed. R. Civ. P. 23(a)(4):

Benjamin H. Carney  
Richard S. Gordon  
GORDON, WOLF & CARNEY, CHTD.  
11350 McCormick Rd.  
Executive Plaza 1, Suite 1000  
Hunt Valley, MD 21031

Benjamin H. Carney is appointed Lead Counsel for the Class.

8. Continental DataLogix LLC is hereby appointed to serve as Settlement Administrator.

9. The Parties and the Settlement Administrator are ordered to carry out the Notice plan described in the Agreement, and, as described in the Agreement, RUM shall provide the Class List to the Settlement Administrator within ten (10) calendar days of the entry of this Order, and the Settlement Administrator shall disseminate Notice to potential Class Members within thirty (30) calendar days of the date of the entry of this Order.

10. Notice to potential Class Members in accordance with the provisions of the Agreement and 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 Fed. R. Civ. P. 23 and due process.

11. Any Class Member wishing to be excluded from the Class shall mail a request for exclusion (“Request for Exclusion” or “Opt-Out”) to the Settlement Administrator, postmarked not later than forty-five (45) calendar days from the Notice Date. 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 intent 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. Upon receipt, the Settlement Administrator shall immediately forward a copy of any Request for Exclusion to Class Counsel and to RUM. 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 herein. The specific date and deadline for requesting exclusion by a Class Member shall be set forth in the Notice.

12. 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 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 Class Counsel and RUM, subject to further Order of the Court if issues of privilege or confidentiality arise. Notice to Class Members shall designate the Settlement Administrator as the person to whom Requests for Exclusion shall be sent.

13. 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.

14. All other events contemplated under the Agreement to occur after this Order and before the hearing described in paragraph 16 shall be governed by the Agreement to the extent not inconsistent with this Order.

15. Memoranda in support of the Settlement, petitions for attorneys' fees and reimbursement of expenses by Representative Plaintiff's counsel, and requests for any Representative Plaintiff's incentive awards shall be filed with the Clerk of the Court on or before 30 days after the entry of this Order.

16. A hearing (the "Settlement Hearing") shall be held before the undersigned at \_\_\_\_ a.m. on \_\_\_\_\_, 2024 [105 days or more from the date this Order is signed] in the U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD

20770 to consider the fairness, reasonableness and adequacy of the proposed Settlement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Representative Plaintiff's counsel, and other related matters. This hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

17. Any Class Member who does not opt-out of the Settlement may 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 support of, or in opposition to, the fairness, reasonableness and adequacy of the proposed Settlement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Representative Plaintiff's counsel, or other related matters. Any Settlement Class Member who has not previously opted-out in accordance with the terms above and may object by filing an objection in writing with the Clerk of Court no later than forty-five (45) days following the Notice Date. Any objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval hearing, either with or without counsel. Any objection must be served on Class Counsel and counsel for RUM at the time it is filed, at the following addresses:



Class Counsel

Benjamin H. Carney  
Gordon, Wolf & Carney, Chtd.  
11350 McCormick Rd.  
Executive Plaza 1, Suite 1000  
Hunt Valley, MD 21031

RUM's Counsel

David M. Gettings, Esq.  
Troutman Pepper Hamilton Sanders LLP  
222 Central Park Ave., Suite 2000  
Virginia Beach, VA 23462

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this paragraph shall not be permitted to object to the approval of the settlement or this Agreement or an award of attorneys' fees or costs by Class Counsel or an incentive award to the Representative Plaintiff and shall be foreclosed from seeking any review of the settlement or the terms of the Agreement or an Order approving the Settlement by appeal or other means.

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

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2024.

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Hon. Paula Xinis  
United States District Judge

# EXHIBIT 2

**The U.S. District Court for the District of Maryland authorized this notice.**  
***This is not a solicitation from a lawyer.***

**Why Am I Receiving This Notice?** You are receiving this notice because you have been identified as a Settlement Class Member in a class action lawsuit. In this suit a Plaintiff, the Class Representative, filed a lawsuit which is pending in the U.S. District Court for the District of Maryland against a company called RealPage Utility Management, Inc. (“RUM”). The lawsuit is titled *Moore v. RealPage Utility Management, Inc.*, Case No. 8:20-CV-00927-PX (the “Lawsuit”). RUM does not admit to any wrongdoing but has agreed to resolve and settle the Lawsuit. A PROPOSED SETTLEMENT OF THE LAWSUIT MAY AFFECT YOUR LEGAL RIGHTS.

**What Is The Lawsuit About – What is the Nature of the Case and the Claims, Issues, or Defenses?** The Lawsuit is a proposed class action which claims that RUM acted as a collection agency without a collection agency license required under Maryland law and charged Administrative Fees to Settlement Class Members for doing so in violation of Maryland law. RUM maintains that the Lawsuit’s claims are wrong, that RUM acted in accordance with Maryland law, that it did not collect any amounts from Settlement Class Members, and that it did not act as a collection agency under Maryland law. The Court has not made any final decision on the Lawsuit’s claims.

**How Do I Know if I am a Class Member?** You are a Class Member if RUM sent you a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the period beginning April 1, 2017 through and including June 30, 2023. Excluded from the Settlement Class are all employees, officers and directors of RUM, and all employees of the Court.

**What Is the Proposed Settlement?** RUM has agreed to pay \$1,800,000.00 into a common fund (the “Settlement Fund”), which RUM represents is a disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period. The Settlement Fund will be used to pay Class Counsel’s expenses and up to 1/3 of the Settlement Fund in attorney’s fees subject to Court approval, and, after deduction of those amounts, the Settlement Fund will be used to make payments to all Settlement Class Members who file valid claims. In order to make a valid claim, Settlement Class Members must choose whether to receive their settlement payment in the form of a paper check, or in the form of an electronic debit or gift card. RUM has represented that the Settlement Class includes approximately 233,000 persons. Settlement Class Members who file valid claims will be entitled to a pro rata payment in proportion to the amount of administration fees charged to the Settlement Class Member submitting a valid claim (according to RUM’s records) as compared to the total amount of administration fees charged to all Settlement Class Members who file valid claims. Class Members who file valid claims and were charged more in administration fees will receive larger payments than Settlement Class Members who were charged less in administration fees; and, each Settlement Class Member’s payment amounts will increase or decrease proportionally based upon the total number of valid claims filed. Settlement Class Members may file claims by visiting [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or through a paper Claim Form. In addition to

the Settlement Fund, RUM has agreed to pay \$15,000 in a service payment to the Named Plaintiff, Paul Moore, subject to Court approval. Furthermore, RUM has agreed to an injunctive relief order requiring it to apply for a Maryland collection agency license. In exchange for the Settlement Fund and agreed injunctive relief, Settlement Class Members give up any right to sue for claims resulting from, arising out of, or regarding the factual predicate alleged in the Litigation. The parties have asked the Court to approve the settlement. A Court's judgment under Fed. R. Civ. P. 23(c)(3) is binding on class members.

**Do I Have a Lawyer in This Case?** The Court has appointed Gordon, Wolf & Carney, Chtd. to represent Settlement Class Members as Class Counsel. Class Counsel will ask the Court to approve payment of 1/3 of the Settlement Fund for attorneys' fees, plus expenses. You do not need to make any payments to Class Counsel. If you are a Settlement Class Member and you want to be represented by your own lawyer, you may hire a lawyer at your own expense and enter an appearance through that lawyer so long as you do not request exclusion.

**What Do I Need to Do Now?** If this Class Notice is addressed to you, and you wish to obtain benefits from this Settlement, you need to file a Claim Form. To file a Claim Form, you must visit [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or submit a paper Claim Form. **IF YOU DO NOT FILE A VALID CLAIM FORM ON OR BEFORE [DATE], YOU WILL NOT RECEIVE ANY MONEY FROM THIS SETTLEMENT, BUT YOU WILL STILL BE BOUND BY THE SETTLEMENT TERMS AND THE COURT'S JUDGMENT.** If you wish to exclude yourself from the settlement ("opt out") or object to it, you must do so before [DATE]. To opt out, you must send a letter by mail, postmarked no later than [DATE], including your name, address, telephone number, and your signature, saying that you want to be excluded from the Class in *Moore v. RealPage Utility Management, Inc.*, to: *Moore v. RealPage Utility Management, Inc. Exclusions*, c/o Settlement Administrator, **P.O. Box 555, Anywhere, USA 12345**. If you ask to be excluded by the deadline, you will not be eligible for any settlement payment, and you cannot object to the settlement, but you will not be legally bound by anything that happens in this lawsuit.

**Where Can I Get More Information?** You can obtain a longer, detailed notice describing the Lawsuit, the terms of settlement, and other information including how to object to the settlement at [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or by calling the Settlement Administrator at **1-866-555-5555** or by writing to: *Moore v. RealPage Utility Management, Inc. Settlement Administrator*, **123 Mockingbird Way, Anywhere USA 12345**.

# EXHIBIT 3

**THIS IS NOT JUNK  
MAIL.  
THIS POSTCARD  
PROVIDES IMPORTANT  
INFORMATION ABOUT  
YOUR LEGAL RIGHTS IN  
CONNECTION WITH A  
PROPOSED CLASS  
ACTION SETTLEMENT.**

*Moore v. RealPage Utility Management, Inc.*  
Class Action  
c/o [Settlement Administrator]

**PRE-SORTED**  
First Class Mail  
US Postage Paid  
Anywhere, USA  
Permit No. XXX

Class Member  
Street Address  
City, MD Zipcode

**The U.S. District Court for the District of Maryland authorized this notice.**  
**This is not a solicitation from a lawyer.**

**Why Am I Receiving This Notice?** You are receiving this notice because you have been identified as a Settlement Class Member in a class action lawsuit. In this suit a Plaintiff Class Representative filed a lawsuit which is pending in the U.S. District Court for the District of Maryland against a company called RealPage Utility Management, Inc. (“RUM”). The lawsuit is titled *Moore v. RealPage Utility Management, Inc.*, Case No. 8:20-CV-00927-PX (the “Lawsuit”). RUM does not admit to any wrongdoing but has agreed to resolve and settle the Lawsuit. A PROPOSED SETTLEMENT OF THE LAWSUIT MAY AFFECT YOUR LEGAL RIGHTS.

**What Is The Lawsuit About – What is the Nature of the Case and the Claims, Issues, or Defenses?** The Lawsuit is a proposed class action which claims that RUM acted as a collection agency without a collection agency license required under Maryland law and charged Administrative Fees to Settlement Class Members for doing so in violation of Maryland law. RUM maintains that the Lawsuit’s claims are wrong, that RUM acted in accordance with Maryland law, that it did not collect any amounts from Settlement Class Members, and that it did not act as a collection agency under Maryland law. The Court has not made any final decision on the Lawsuit’s claims.

**How Do I Know if I am a Class Member?** You are a Class Member if RUM sent you a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the period beginning April 1, 2017 through and including June 30, 2023. Excluded from the Settlement Class are all employees, officers and directors of RUM, and all employees of the Court.

**What Is the Proposed Settlement?** RUM has agreed to pay \$1,800,000.00 into a common fund (the “Settlement Fund”), which RUM represents is a disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period. The Settlement Fund will be used to pay Class Counsel’s expenses and up to 1/3 of the Settlement Fund in attorney’s fees subject to Court approval, and, after deduction of those amounts, the Settlement Fund will be used to make payments to all Settlement Class Members who file valid claims. In order to make a valid claim, Settlement Class Members must choose whether to receive their settlement payment in the form of a paper check, or in the form of an electronic debit or gift card. RUM has represented that the Settlement Class includes approximately 233,000 persons. Settlement Class Members who file valid claims will be entitled to a pro rata payment in proportion to the amount of administration fees charged to the Settlement Class Member submitting a valid claim (according to RUM’s records) as compared to the total amount of administration fees charged to all Settlement Class Members who file valid claims. Class Members who file valid claims and were charged more in administration fees will receive larger payments than Settlement Class Members who were charged less in administration fees; and, each Settlement Class Member’s payment amounts will increase or decrease proportionally based upon the total number of valid claims filed. Settlement Class Members may file claims by visiting [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or through a paper Claim Form. In addition to the Settlement Fund, RUM has agreed to pay \$15,000 in a service payment to the Named Plaintiff, Paul Moore, subject to Court approval. Furthermore, RUM has agreed to an injunctive relief order requiring it to apply for a Maryland collection agency license. In exchange for the Settlement Fund and agreed injunctive relief, Settlement Class Members give up any right to sue for claims resulting from, arising out of, or regarding the factual predicate alleged in the Litigation. The parties have asked the Court to approve the settlement. A Court’s judgment under Fed. R. Civ. P. 23(c)(3) is binding on class members.

**Do I Have a Lawyer in This Case?** The Court has appointed Gordon, Wolf & Carney, Chtd. to represent Settlement Class Members as Class Counsel. Class Counsel will ask the Court to approve payment of 1/3 of the Settlement Fund for attorneys’ fees, plus expenses. You do not need to make any payments to Class Counsel. If you are a Settlement Class Member and you want to be represented by your own lawyer, you may hire a lawyer at your own expense and enter an appearance through that lawyer so long as you do not request exclusion.

**What Do I Need to Do Now?** If this Class Notice is addressed to you, and you wish to obtain benefits from this Settlement, you need to file a Claim Form. To file a Claim Form, you must visit [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or submit a paper Claim Form. IF YOU DO NOT FILE A VALID CLAIM FORM ON OR BEFORE [DATE], YOU WILL NOT RECEIVE ANY MONEY FROM THIS SETTLEMENT, BUT YOU WILL STILL BE BOUND BY THE SETTLEMENT TERMS AND THE COURT’S JUDGMENT. If you wish to exclude yourself from the settlement (“opt out”) or object to it, you must do so before [DATE]. To opt out, you must send a letter by mail, postmarked no later than [DATE], including your name, address, telephone number, and your signature, saying that you want to be excluded from the Class in *Moore v. RealPage Utility Management, Inc.*, to: *Moore v. RealPage Utility Management, Inc.* Exclusions, c/o Settlement Administrator, P.O. Box 555, Anywhere, USA 12345. If you ask to be excluded by the deadline, you will not be eligible for any settlement payment, and you cannot object to the settlement, but you will not be legally bound by anything that happens in this lawsuit.

**Where Can I Get More Information?** You can obtain a longer, detailed notice describing the Lawsuit, the terms of settlement, and other information including how to object to the settlement at [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or by calling the Settlement Administrator at 1-866-555-5555 or by writing to: *Moore v. RealPage Utility Management, Inc.* Settlement Administrator, 123 Mockingbird Way, Anywhere USA 12345.



# EXHIBIT 4

BY ORDER OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF MARYLAND

**If RealPage Utility Management, Inc. sent you a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the period beginning April 1, 2017 through June 30, 2023, you could be part of a Class Action Settlement.**

*The U.S. District Court for the District of Maryland authorized this notice. This is not a solicitation from a lawyer.*

- Through a proposed class action settlement, RealPage Utility Management, Inc. (“RUM”) has agreed without any admission of wrongdoing to resolve a lawsuit over whether RUM acted as a collection agency and charged Administrative Fees to Maryland tenants without a collection agency license, allegedly in violation of Maryland law.
- The proposed class action settlement avoids costs and risks from continuing the lawsuit, pays money to Settlement Class Members who file Valid Claims, and releases RUM from liability to Class Members.
- Under the proposed settlement, RUM will fund a common fund of \$1,800,000.00 (the “Common Fund”). This Common Fund will be used to make payments to all Class members who file Valid Claims, after deducting amounts to pay for the costs of providing notice to Class members and administering the settlement, to pay Class counsel’s expenses and attorney’s fees, and to make a Court-approved incentive payment to the Named Plaintiff, Paul Moore. In return, RUM will be released from liability to any Class Members.
- Court-appointed lawyers for Class Members will ask the Court to approve a payment of 1/3 of the Common Fund as attorneys’ fees, plus their expenses of litigation, for investigating the facts, litigating the case, and negotiating the settlement. In addition, RUM has agreed to pay the Class representative an incentive payment of up to \$15,000 in addition to the Common Fund, subject to Court Approval.
- The two sides disagree on whether a class action could have been maintained, whether RUM did anything wrong, and how much money was at stake.
- **If you are a Settlement Class Member, your legal rights are affected whether you act, or don’t act. Read this notice carefully.**

**LEGAL RIGHTS AND OPTIONS FOR CLASS MEMBERS:**

QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)

|                                |  |
|--------------------------------|--|
| <p><b>FILE A CLAIM</b></p>     | <p>If RUM sent you a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the period beginning April 1, 2017 through June 30, 2023, you are a Settlement Class Member and you can file a claim online, or download and mail a Claim Form at <a href="http://www.MooreClassSettlement.com">www.MooreClassSettlement.com</a> or you can ask the Settlement Administrator to mail you a claim form by calling <b>1-888-555-5555</b>.</p> |
| <p><b>DO NOTHING</b></p>       | <p>If you do not file a valid claim, you will not receive any payment, even if you are a Settlement Class Member. You will still be bound by the settlement and will still release RUM from liability to you. If you remain in the Settlement Class, you can't sue, continue to sue, or be part of any other lawsuit against RUM about the claims which were made or could have been made in the Lawsuit.</p>  |
| <p><b>EXCLUDE YOURSELF</b></p> | <p>If you "opt out" or exclude yourself, you will get no settlement benefits. This is the only option that allows you to ever bring an action against RUM about the legal claims that were asserted or could have been asserted in this case. If you wish to exclude yourself from the settlement, you must mail a request for exclusion to the Settlement Administrator postmarked no later than <b>[Date]</b>, as explained herein.</p>  |
| <p><b>OBJECT</b></p>           | <p>If you have objections, you may write to the Court about why you don't like the settlement.</p>   |
| <p><b>GO TO A HEARING</b></p>  | <p>If you write to the Court with an objection, You can also ask to speak in Court about the fairness of the settlement.</p>   |

- These rights and options -- **and the deadlines to exercise them** -- are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS

QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)

**BASIC INFORMATION .....PAGE 4-5**

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT? .....PAGE 5-6**

5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?
7. I'm still not sure if I am included.
8. What am I giving up to stay in the settlement?

**THE SETTLEMENT BENEFITS – WHAT YOU GET .....PAGE 6**

9. What does the settlement provide?
10. Can I file more than one claim?

**HOW YOU FILE A CLAIM .....PAGE 6-7**

11. How can I file a claim?
12. If I file a Claim, when will I get paid?

**EXCLUDING YOURSELF FROM THE SETTLEMENT .....PAGE 7**

13. How do I get out of the settlement?
14. If I don't exclude myself, can I sue RUM later?
15. If I exclude myself, can I get benefits from this settlement?

**THE LAWYERS REPRESENTING YOU .....PAGE 8**

16. Do I have a lawyer in the case?
17. How will the lawyers be paid?

**OBJECTING TO THE SETTLEMENT.....PAGE 8-9**

18. How do I tell the Court that I don't like the settlement?
19. What's the difference between objecting and excluding?

**THE COURT'S FAIRNESS HEARING.....PAGE 9**

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

**IF YOU DO NOTHING.....PAGE 10**

23. What happens if I do nothing at all?

**GETTING MORE INFORMATION .....PAGE 10**

24. Are there more details about the settlement?

**BASIC INFORMATION**

QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)

## 1. Why did I get this Notice?

You received this notice because RUM identified you as a person to whom it sent a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the period beginning April 1, 2017 through June 30, 2023.

The Court sent this notice because Settlement Class Members have a right to know about this class action lawsuit and settlement, and about your option to exclude yourself from the class action and settlement if you so desire.

The Court in charge of the case is the U.S. District Court for the District of Maryland, and the case is known as *Moore v. RealPage Utility Management, Inc.*, Case No. 20-cv-927-PX

## 2. What is this lawsuit about?

The lawsuit claims that RUM acted as a collection agency in Maryland without a legally-required Maryland collection agency license when it sent monthly statements to Class members for utilities and other fees, and that it violated Maryland law by charging administrative fees in connection with that unlicensed activity. RUM denies these claims and believes it did nothing wrong.

## 3. Why is this a class action?

In a class action, one or more individuals called Class Representatives (in this case Paul Moore), file claims on behalf of themselves as well as other individuals who have similar claims. If a Court determines that those similar claims should all be handled in one lawsuit, the Court may order that the claims proceed as a class action. The federal U.S. District Court for the District of Maryland is in charge of this class action.

## 4. Why is there a settlement?

The Court did not decide any of the issues. The Class Representative alleged the Class should be allowed to recover the monthly administrative fees RUM charged to the approximately 233,000 Class Members, after a trial. For example, Class Representative Paul Moore was charged monthly administrative fees of \$5.50 at certain times, and alleged that he should be allowed to recover those fees. RUM argued that it did not establish or directly benefit from the administrative fees, so the Class should not recover anything. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs of additional and protracted legal proceedings, potentially including a trial and appeals, and Class Members will get compensation if they file a valid and timely claim. Class Counsel think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT

QUESTIONS? CALL [1-866-555-5555](tel:1-866-555-5555) TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)

## 5. How do I know if I am part of the settlement?

The parties agreed and the U.S. District Court for the District of Maryland decided that everyone who fits the following description is a Class Member (with some exceptions):

All persons to whom RUM sent a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the period beginning April 1, 2017 through and including June 30, 2023.

## 6. Are there exceptions to being included?

The Settlement Class excludes all employees, officers and directors of RUM, and all employees of the Court.

## 7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call [1-866-555-5555](tel:1-866-555-5555) or visit [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com) for more information.

## 8. What am I giving up to stay in the settlement?

Unless you exclude yourself from this case, you will remain a Settlement Class Member, and that means that you can't sue, continue to sue, or be part of any other lawsuit against RUM about claims that were asserted or could have been asserted in this case. It also means that all of the Court's orders will apply to you and legally bind you. The full scope of the release is available in the Settlement Agreement on the Settlement Website.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

## 9. What does the settlement provide?

RUM has agreed to pay \$1,800,000.00 into a common fund (the "Settlement Fund"), which RUM represents is a disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period. The Settlement Fund will be used to pay Class Counsel's expenses and up to 1/3 of the Settlement Fund in attorney's fees subject to Court approval, and, after deduction of those amounts, the Settlement Fund will be used to make payments to all Settlement Class Members who file valid claims. In order to make a valid claim, Settlement Class Members must choose whether to receive their settlement payment in the form of a paper check, or in the form of an electronic debit or gift card. RUM has represented that the Settlement Class

QUESTIONS? CALL [1-866-555-5555](tel:1-866-555-5555) TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)

includes approximately 233,000 persons. Settlement Class Members who file valid claims will be entitled to a pro rata payment in proportion to the amount of administration fees charged to the Settlement Class Member submitting a valid claim (according to RUM's records) as compared to the total amount of administration fees charged to all Settlement Class Members who file valid claims. Class Members who file valid claims and were charged more in administration fees will receive larger payments than Settlement Class Members who were charged less in administration fees; and, each Settlement Class Member's payment amounts will increase or decrease proportionally based upon the total number of valid claims filed. Settlement Class Members may file claims by visiting [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or through a paper Claim Form. In addition to the Settlement Fund, RUM has agreed to pay \$15,000 in a service payment to the Named Plaintiff, Paul Moore, subject to Court approval. Furthermore, RUM has agreed to an injunctive relief order requiring it to apply for a Maryland collection agency license. In exchange for the Settlement Fund and agreed injunctive relief, Settlement Class Members give up any right to sue for claims resulting from, arising out of, or regarding the factual predicate alleged in the Litigation.

All claims must be made on or before [date]. If you do not file a valid claim, you will not receive any payment. However, you would still be bound by the settlement if you do not opt-out. You may file a claim on [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), or you may submit a paper claim form.

#### 10. Can I make more than one claim?

No. Even if you received multiple bills from RUM, you only need to file one claim.

## HOW YOU FILE A CLAIM

#### 11. How can I file a claim?

**The deadline for filing a Claim is [DATE].**

**You must file a claim, either online or by mail, to receive payment.**

**You may file a claim at [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com).** You may also download a claim form on [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com), print it out, complete it, and deliver it to the Settlement Administrator; or, you may ask the Settlement Administrator to mail you a claim form for you to complete and return by calling [1-888-555-5555](tel:1-888-555-5555).

Whatever method you choose, **you must fully complete the claim form and properly submit it to the Settlement Administrator before your claim will be recognized as being filed.**

#### 12. If I file a Claim, when will I get paid?

QUESTIONS? CALL [1-866-555-5555](tel:1-866-555-5555) TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)

The Court will hold a hearing on **Month 00, 0000**, to decide whether to approve the settlement. If the Court approves the settlement, and there is no appeal, the Settlement Administrator will send payments to Settlement Class Members who have filed valid and completed claims on a date that is the later of forty-five (45) days after: (1) the Effective Date; or (2) the Claims Deadline. The deadline for filing a claim is **[DATE]**.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to stay in the Class, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the Class.

### 13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the Class in *Moore v. RealPage Utility Management, Inc.* Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **[DATE]** to:

*Moore v. RealPage Utility Management, Inc.* Exclusions  
c/o **Settlement Administrator**  
**P.O. Box 555**  
**Anywhere, USA 12345**

If you ask to be excluded by the deadline, you will not be eligible for any settlement payment, and you cannot object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. Full details regarding the exclusion process are available in the Settlement Agreement on the Settlement Website.

### 14. If I don't exclude myself, can I sue RUM later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for claims resulting from, arising out of, or regarding the factual predicate alleged in the Litigation. If you have another pending lawsuit about the claims in this lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue another lawsuit involving the same transactions as this case. Remember, the exclusion deadline is **[DATE]**.

### 15. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, you cannot be part of this settlement.

## THE LAWYERS REPRESENTING YOU

QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)



**16. Do I have a lawyer in this case?**

The Court appointed the law firm of Gordon, Wolf & Carney, Chtd., in Hunt Valley, Maryland, to represent you and other Class Members. These lawyers are called Class Counsel. You will not be individually charged for these lawyers. If you are a Settlement Class Member and you want to be represented by your own lawyer, and you do not request exclusion, you may hire a lawyer at your own expense and enter an appearance through that lawyer.

**17. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of one-third of the common fund for attorneys' fees, plus the expenses they incurred litigating this case. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

**18. How do I tell the Court if I don't like the settlement?**

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter saying that you object to the settlement in *Moore v. RealPage Utility Management, Inc.*, Case No.: 8:20-CV-00927-PX. Any objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval hearing, either with or without counsel. Any Settlement Class Member who fails to timely file and serve a written objection pursuant to these requirements shall not be permitted to object to the approval of the settlement or the Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Agreement by appeal or other means. For any objection to be considered, it must include the information described in this paragraph, and a copy must be mailed to each of these three different places below, postmarked no later than **Month 00, 0000**:

|       |               |               |
|-------|---------------|---------------|
| COURT | CLASS COUNSEL | RUM'S COUNSEL |
|-------|---------------|---------------|

QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT [WWW.MOORECLASSSETTLEMENT.COM](http://WWW.MOORECLASSSETTLEMENT.COM)

Clerk, U.S. District Court for the District  
of Maryland  
Southern Division  
6500 Cherrywood Lane  
Greenbelt, MD 20770

Benjamin H. Carney, Esq.  
GORDON, WOLF &  
CARNEY, CHTD.  
11350 McCormick Rd.  
Executive Plaza 1, Suite 1000  
Hunt Valley, MD 21031

David M. Gettings, Esq.  
TROUTMAN PEPPER  
HAMILTON SANDERS LLP  
222 Central Park Avenue  
Suite 2000  
Virginia Beach, VA 23462

## 19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement and that you don't want it approved. You can object only if you stay in the Settlement Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are excluded from the Settlement Class and the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement as fair to the Class. You may attend and you may ask to speak, but you don't have to.

## 20. When and where will the Court decide whether to approve the settlement?

The Court is scheduled to hold a Fairness Hearing at **AM/PM** on **Month 00, 0000**, in the U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD 20770. The time or place of the hearing could change, and you can contact the Settlement Administrator to find out if there is any change, at **1-866-555-5555**. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

## 21. Do I have to come to the hearing?

No. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time and included the required information, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

## 22. May I speak at the hearing?

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT

[XYZSETTLEMENT.COM](http://XYZSETTLEMENT.COM)

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Moore v. RealPage Utility Management, Inc.*, Case No. Case No.: 8:20-CV-00927-PX.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **Month 00, 0000**, and be mailed to the Clerk of the Court, Class Counsel, and RUM’s Counsel, at the three addresses listed in the answer to question 18. You cannot speak at the hearing if you exclude yourself.

## IF YOU DO NOTHING

### 23. What happens if I do nothing at all?

If you fit the Class definition above and do nothing, you will not receive any payment. But, unless you exclude yourself, you will still be a Settlement Class Member, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against RUM about the legal or factual issues in this case, or claims that were asserted or could have been asserted in this case.

## GETTING MORE INFORMATION

### 24. Are there more details about the lawsuit and proposed settlement?

This notice summarizes the lawsuit and proposed settlement. More details are in the Complaint, settlement agreement, and other documents filed in Court. You can get a copy of the Complaint, settlement agreement, and other important documents from the Court or by requesting them from the Settlement Administrator. You can also call **1-866-555-5555** toll free; write to *Moore v. RealPage Utility Management, Inc.* Lawsuit, c/o **Settlement Administrator, P.O. Box 555, Anywhere, USA 12345**; or visit the website at [www.MooreClassSettlement](http://www.MooreClassSettlement) where you will find answers to common questions about the lawsuit and other information to help you determine whether you are a Class Member.

BY ORDER OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF MARYLAND.

QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT WWW.**[REDACTED]**.COM

# EXHIBIT 5

Must Be Postmarked  
No Later Than  
**[DATE]**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF  
MARYLAND

---

*Paul Moore, individually and on behalf of all  
others similarly situated,*

v.

*RealPage Utility Management, Inc.*

---

Case No. 8:20-CV-00927-PX

### CLAIM FORM INSTRUCTIONS

In order for you to qualify to receive a payment related to *Moore v. RealPage Utility Management, Inc.*, as described in the Notice of this Settlement (the "Class Notice"), you must file a Claim Form in the attached form either in paper or electronically on the Settlement Website, [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com).

Your claim will be considered only if you comply with all of the following conditions:

1. You must be a person to whom a Class Notice was addressed, and you must be listed as a potential Class Member on the *Moore v. RealPage Utility Management, Inc.* Class List. If you have a question about whether you are listed as a potential Class Member, please contact the Settlement Administrator at **800-555-5555**.
2. You must accurately complete all required portions of the attached Claim Form.
3. You must **complete** this Claim Form.
4. By submitting the Claim Form, you are certifying that you are a member of the Class in the *Moore v. RealPage Utility Management, Inc.* case.
5. You have two options to complete a Claim Form:

(1) ELECTRONICALLY SUBMIT the Claim Form using the Settlement Administrator's Settlement Website, located at [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com). When you successfully complete the online Claim Form, you will receive a receipt that your claim has been submitted.

Or (2) MAIL the **completed** Claim Form by First-Class U.S. Mail, postage prepaid, postmarked no later than **[Date]**, to:

***Moore v. RealPage Utility Management, Inc. Class Action Settlement***  
c/o **Settlement Administrator**  
P.O. Box 5555  
**Anywhere, USA 55555-5555**

6. If you do not complete and electronically submit or mail the Claim Form by **[DATE]**, you cannot receive any payment from the Settlement. So that you will have a record of the date of your mailing of the Claim Form and its receipt by the Settlement Administrator, you are advised to use (but are not required to use) either the Settlement Website or U.S. Mail by Certified Mail, Return Receipt Requested.

**Moore v. RealPage Utility Management, Inc. CLAIM FORM**

Please print or type

|           |  |  |  |  |  |  |  |  |  |            |  |  |  |  |  |  |  |  |  |      |  |
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**Class Member Verification Code (you can find this on the notice you received)**

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**FORM OF PAYMENT**

YOU MUST CHOOSE HOW TO RECEIVE YOUR SETTLEMENT PAYMENT (the Settlement Payment amount will be the same whichever form you choose). YOU MUST CHOOSE ONLY ONE FORM OF PAYMENT FROM THE FOLLOWING OPTIONS:

I choose to receive my settlement payment via an Electronic Debit Card, which will be sent to me by E-mail to the E-mail address identified above.

OR

I choose to receive my settlement payment via an Electronic Gift Card, which will be sent to me by E-mail to the E-mail address identified above, and I choose to receive the brand of gift card checked below:

           [To be inserted after discussion with Administrator]

           [To be inserted after discussion with Administrator]

           [To be inserted after discussion with Administrator]

OR

I choose to receive my settlement payment via a paper check, which will be mailed to me at the address listed above.

**REMINDERS:**

1. You can fill out and sign this Claim Form electronically on [www.MooreClassSettlement.com](http://www.MooreClassSettlement.com) and get an immediate receipt.
2. The Claim Form must be complete in order to be a Valid Claim.
3. Keep a copy of the completed Claim Form for your records.
4. If you move or your name changes, please send your new address, name, or contact information to the Settlement Administrator via the Settlement Website or First-Class U.S. Mail, each listed in the Notice.
5. To return this Claim Form by mail, send it **with appropriate postage to Moore v. RealPage Utility Management, Inc. Class Action Settlement, c/o Settlement Administrator, P.O. Box 5555, Anywhere, USA 55555-5555.**
6. **If you have any questions, you may contact the Settlement Administrator at 800-xxx-xxxx.**

# EXHIBIT 6



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
*Southern Division*

**PAUL MOORE,**

\*

**Plaintiff,**

\*

**v.**

\*

**REALPAGE UTILITY  
MANAGEMENT, INC.,**

\*

**Case No.: 8:20-CV-00927-PX**

\*

Hon. Paula Xinis

**Defendant.**

\*

\* \* \* \* \*

**INJUNCTIVE RELIEF ORDER**

Defendant, RealPage Utility Management, Inc. (“RUM” or “Defendant”), consents to the entry of the following Injunctive Relief Order.

1. If it has not already done so, within thirty (30) days of the Preliminary Approval Date, as defined in the Settlement Agreement in this action, Defendant shall apply to the Maryland Collection Agency Licensing Board for a license to act as a collection agency under the Maryland Collection Agency Licensing Act. Defendant’s obligation under this Order is only to apply for the license referenced above. The Court recognizes that Defendant cannot control the Maryland Collection Agency Licensing Board’s decision to grant a license.
2. This Order has a term of three (3) years from the date of entry, and shall automatically expire at the end of the term.

3. Unless the licensing authority determines that a collection agency license is not required for Defendant or otherwise does not grant the license, Defendant agrees that it shall maintain an appropriate and current Maryland collection agency license during the term of this Order so long as it does business in Maryland sending out monthly statements similar to those at issue in this case.
4. If, during the term of this Order, RUM believes changes have occurred in federal, state or local law, or through other applicable regulations or administrative actions, or in its business practices, that alter its obligations with respect to the requirements under this Order, RUM may petition the Court to request modification of this Order in the manner it deems necessary to maintain compliance with the law. At the time of any such petition, RUM shall provide notice of the proposed modification of the procedure(s) to Class Counsel. RUM shall continue to implement the injunctive relief during the period of time that it awaits a ruling from the Court.

RealPage Utility Management, Inc.

By: \_\_\_\_\_, Authorized Representative

APPROVED and ORDERED this \_\_ day of \_\_\_\_\_, 2024, by the United States District Court for the District of Maryland.

\_\_\_\_\_  
Hon. Paula Xinis  
United States District Judge

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
*Southern Division*

**PAUL MOORE,**

\*

**Plaintiff,**

\*

**v.**

\*

**REALPAGE UTILITY  
MANAGEMENT, INC.,**

\*

**Case No.: 8:20-CV-00927-PX**

\*

Hon. Paula Xinis

**Defendant.**

\*

\* \* \* \* \*

**Plaintiff's Memorandum in Support of the Joint Motion for Preliminary Approval  
of Settlement and Form, Manner, and Administration of Notice**

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**TABLE OF CONTENTS**

|   |           |
|---|-----------|
| <b>I. INTRODUCTION.....</b>   | <b>1</b>  |
| <b>II. ALLEGATIONS OF THE COMPLAINT .....</b>   | <b>2</b>  |
| <b>III. REALPAGE’S DEFENSES.....</b>  | <b>2</b>  |
| <b>IV. THE SETTLEMENT .....</b>   | <b>3</b>  |
| <b>A. Settlement Negotiations .....</b>   | <b>3</b>  |
| <b>B. The Proposed Settlement Class .....</b>   | <b>4</b>  |
| <b>C. The Proposed Settlement Benefits .....</b>  | <b>5</b>  |
| <b>D. Administration of Settlement Benefits.....</b>  | <b>6</b>  |
| <b>E. The Proposed Settlement Administrator.....</b>  | <b>7</b>  |
| <b>F. The Proposed Notice Plan.....</b>   | <b>7</b>  |
| <b>V. LEGAL STANDARD .....</b>  | <b>8</b>  |
| <b>VI. PRELIMINARY APPROVAL IS APPROPRIATE.....</b>   | <b>8</b>  |
| <b>A. The Court Will “Likely Be Able to” Approve the Settlement .....</b>   | <b>8</b>  |
| 1. Fairness .....   | 9         |
| <i>a. The Posture of the Case at the Time Settlement Was Proposed and the Extent of<br/>Discovery Conducted.....</i>  | <i>9</i>  |
| <i>b. Circumstances Surrounding the Negotiations and the Experience of Class Counsel .....</i>  | <i>10</i> |
| 2. Adequacy .....   | 11        |
| <i>a. The Relative Strength of Plaintiff’s Case on the Merits and the Existence of Any<br/>Difficulties of Proof or Strong Defenses the Plaintiffs are Likely to Encounter if the Case<br/>Goes to Trial.....</i> | <i>12</i> |
| <i>b. The Anticipated Duration and Expense of Litigation .....</i>  | <i>14</i> |
| <i>c. The Solvency of the Defendant.....</i>  | <i>15</i> |
| <i>d. The Degree of Opposition to the Settlement.....</i>   | <i>16</i> |

|              |  |           |
|--------------|--|-----------|
| <i>e.</i>    | <i>The Effectiveness of Any Proposed Method of Distributing Relief to the Class.....</i> | <i>16</i> |
| <i>f.</i>    | <i>The Terms of Any Proposed Award of Attorney’s Fees .....</i>                          | <i>17</i> |
| <i>g.</i>    | <i>Any Agreement Required to be Identified.....</i>                                      | <i>19</i> |
| 3.           | The Proposal Treats Class Members Equitably .....  | 19        |
| <b>B.</b>    | <b>The Proposed Settlement Class Is Certifiable .....</b>                                | <b>19</b> |
| 1.           | The Class Is Identifiable and Ascertainable .....  | 20        |
| 2.           | The Criteria of Fed. R. Civ. P. 23(a) Are Satisfied.....                                 | 20        |
| <i>a.</i>    | <i>Fed. R. Civ. P. 23(a)(1) - Numerosity.....</i>  | <i>20</i> |
| <i>b.</i>    | <i>Fed. R. Civ. P. 23(a)(2) - Commonality.....</i>                                       | <i>21</i> |
| <i>c.</i>    | <i>Fed. R. Civ. P. 23(a)(3) - Typicality .....</i>                                       | <i>22</i> |
| <i>d.</i>    | <i>Fed. R. Civ. P. 23(a)(4) - Adequacy .....</i>   | <i>22</i> |
| 3.           | The Criteria of Fed. R. Civ. P. 23(b)(3) Are Satisfied.....                              | 23        |
| <b>VII.</b>  | <b>THE PROPOSED NOTICE TO THE CLASS IS APPROPRIATE .....</b>                             | <b>24</b> |
| <b>VIII.</b> | <b>CONCLUSION .....</b>  | <b>25</b> |

**TABLE OF AUTHORITIES**

CASES

*Aleti v. Metro. Baltimore, LLC*, 479 Md. 696 (2022) .....3

*Bogosian v. Gulf Oil Corp.*, 561 F.2d 434 (3d Cir. 1977) .....22

*Cymbalista v. JPMorgan Chase Bank, N.A.*, No. 20 CV 456 (RPK)(LB), 2021 WL 7906584 (E.D.N.Y. May 25, 2021)..... 19

*Deiter v. Microsoft Corp.*, 436 F.3d 461 (4th Cir. 2006).....22

*EQT Prod. Co. v. Adair*, 764 F.3d 347 (4th Cir. 2014) .....20, 21

*Galola v. Snyder*, 328 Md. 182 (1992).....3

*George v. Baltimore City Public Schools*, 117 F.R.D. 368 (D. Md. 1987) .....22

*In re Abrams & Abrams, P.A.*, 605 F.3d 238 (4th Cir. 2010).....23

*In re Bendectin Productions Liability Litigation*, 749 F.2d 300 (6th Cir. 1984) ..... 13

*In re Jiffy Lube Securities Litigation*, 927 F.2d 155 (4th Cir. 1991))..... 11

*In re Kirschner Med. Corp. Sec. Litig.*, 139 F.R.D. 74 (D. Md. 1991) .....23

*In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pract. & Prods. Liab. Litig.*, 952 F.3d 471 (4th Cir. 2020) .....passim

*In re MI Windows & Doors, Inc., Prod. Liab. Litig.*, 860 F.3d 218 (4th Cir. 2017).....6

*In re Mid-Atl. Toyota Antitrust Litig.*, 564 F. Supp. 1379 (D. Md. 1983).....8, 9

*Kelly v. Johns Hopkins Univ.*, No. 1:16-CV-2835-GLR, 2020 WL 434473 (D. Md. Jan. 28, 2020)..... 17, 19

*Krakauer v. Dish Network, L.L.C.*, No. 1:14-CV-333, 2018 WL 6305785 (M.D.N.C. Dec. 3, 2018)..... 17

*Moore v. RealPage Util. Mgmt. Inc.*, No. 8:20-CV-00927-PX, 2023 WL 2599571 (D. Md. Mar. 22, 2023) .....9

*Newman v. Stein*, 464 F.2d 689 (2d Cir. 1972) ..... 13

*Peoples v. Wendover Funding, Inc.*, 179 F.R.D. 492 (D. Md. 1998).....22

*Protective Committee for Indep. Stockholders of TMT Trailer Ferry v. Anderson*, 390 U.S. 414 (1968) ..... 15

*Seaman v. Duke Univ.*, No. 1:15-CV-462, 2019 WL 4674758 (M.D.N.C. Sept. 25, 2019) ..... 17

*Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541 (2011) ..... 21

*West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp. 710 (S.D.N.Y. 1970)..... 13

STATUTES

Md. Code Ann., Com. Law § 13-101 ..... 2

Md. Code Ann., Com. Law § 14-201 ..... 2

Md. Code Ann., Cts. & Jud. Pro. § 3-401 ..... 2

RULES

Fed. R. Civ. P. 23 .....passim

TREATISES

1 Newberg on Class Actions (5th ed.)..... 20, 21, 22

Plaintiff Paul Moore, acting individually and on behalf of the Class defined below (“Representative Plaintiff”) respectfully submits this Memorandum in Support of the Joint Motion for Preliminary Approval of Settlement and Form, Manner, and Administration of Notice (the “Joint Preliminary Approval Motion”).

## **I. INTRODUCTION**

This lawsuit concerns Representative Plaintiff’s allegations that Defendant RealPage Utility Management (“RUM”) unlawfully charged him and other Maryland tenants monthly administrative fees for sending them utility bills, when RUM was not licensed as a collection agency under Maryland law. RUM has vigorously defended this lawsuit, including filing a motion for judgment on the pleadings which the Court denied after full briefing.

Following the Court’s decision, after multiple days of mediation supervised and facilitated by the Hon. Ronald B. Rubin (Ret.) and months of follow-up negotiations involving the parties and Judge Rubin, the parties have reached a proposed settlement. RUM has agreed to pay \$1.8 million into a Common Fund – representing a disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period – and to apply for the collection agency license Representative Plaintiff alleged RUM must have. RUM has also agreed to pay settlement administration costs, and an incentive payment to the Representative Plaintiff.

The Joint Preliminary Approval Motion requests that the Court approve notice to the proposed settlement class (the “Settlement Class”). Under Fed. R. Civ. P. 23(e)(1), notice is appropriate where “the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” *Id.*

That standard is met here. The Settlement Agreement “likely” satisfies Fed. R. Civ. P. 23(e)(2) because it is a fair, reasonable, and adequate resolution to the disputed claims against



Defendants, and the proposed Settlement Class “likely” can be certified as it meets the class certification requirements of Fed. R. Civ. P. 23(a) and (b)(3).

## **II. ALLEGATIONS OF THE COMPLAINT**

RUM provides a “utility billing services platform” that assists third-party landlords in collecting utility charges. Complaint ¶¶ 15, 16. RUM contracts directly with landlords to provide billing services for them, and bills tenants on a monthly basis. *Id.* ¶¶ 3, 14, 20, 50, 51, 64. RUM, however, was not licensed to act as a collection agency in Maryland. *Id.* ¶¶ 5, 36.

Representative Plaintiff received bills from RUM “seeking to collect allocated utility charges and administrative fees from him, concerning his apartment house residence.” *Id.* ¶ 50; *see also id.* ¶¶ 51, 53, 63. The bills itemize charges for water, sewer, and gas services, and separately assess an “Administrative Service Fee.” *Id.* ¶ 52. Each bill included a flat Administrative Service Fee of \$5.50. *Id.* Representative Plaintiff alleges that the Administrative Service Fee requires tenants “to pay [RUM] for billing them” and “is a fee imposed on tenants to pay [RUM] for its unlicensed collection activity.” *Id.* ¶¶ 4, 17.

The Complaint asserts claims for declaratory judgment pursuant to the Maryland Declaratory Judgment Act, Md. Code Ann., Cts. & Jud. Pro. §§ 3-401 et seq. (Count I), violation of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201 et seq., violation of the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 et seq. (Count III), and money had and received and unjust enrichment (Counts VIII – X).

## **III. REALPAGE’S DEFENSES**

RUM vigorously denied liability. Among other things, it filed a motion for judgment on the pleadings, asserting that nothing RUM did or did not do caused damages to Plaintiff which are recoverable under Maryland law. *See, e.g.*, ECF No. 59. Indeed, RUM argued that the Maryland Supreme Court has generally prohibited tenants from recovering, for lack of licensure

alone, amounts paid to unlicensed landlords. *See id.* In support of that argument, RUM relied upon recent authority from the Maryland Supreme Court denying plaintiffs recovery for the lack of a collection license alone. *See, e.g., Aleti v. Metro. Baltimore, LLC*, 479 Md. 696, 722-23 (2022). RUM asserted that the same rationale prevented Plaintiff and the Class from recovering here. RUM also maintained that it had other defenses, including that it is not required to be licensed as a collection agency, and defenses to class certification.

Although the Court denied RUM's motion for judgment on the pleadings, the Court noted that that RUM had argued that "because Moore agreed to pay an Administrative Service Fee as part of his lease agreement, the fee is part of the lawful debt owed to the landlord, and so cannot constitute an injury stemming from the statutory violations." *Moore v. RealPage Util. Mgmt. Inc.*, No. 8:20-CV-00927-PX, 2023 WL 2599571, at \*3 (D. Md. Mar. 22, 2023). The Court held that the argument failed at the pleadings stage because the lease was not part of the record. *See id.* However, RUM almost certainly would have raised the argument again at the summary judgment stage. That defense, or others RUM raised or would raise, could conceivably have been resolved in RUM's favor and undermined Representative Plaintiff's claims.

#### **IV. THE SETTLEMENT**

##### **A. Settlement Negotiations**

The Parties began discussing the potential for a negotiated resolution in 2022 and ultimately agreed to engage the Hon. Ronald B. Rubin (Ret.) as mediator. *See* Exhibit 1, Declaration of Benjamin H. Carney ("Carney Decl.") ¶ 13. Judge Rubin conducted a mediation session on May 31, 2022, another session on June 9, 2022, and the parties continued negotiations supervised by Judge Rubin through July, 2022. *Id.* ¶ 14.

Then, the parties reached an impasse in their negotiations, and RUM filed the motion for judgment on the pleadings discussed above, which the Court denied. *See* ECF No. 59.

Following the Court's decision, the parties resumed mediation on May 2, 2023, and engaged in additional negotiations with Judge Rubin following mediation which were ultimately successful and resulted in the Settlement Agreement. *See* Carney Decl. ¶ 16.

The Parties' mediation efforts were both lengthy and intensive, included multiple mediation sessions supervised by Judge Rubin, and months of extended additional arms-length negotiations. *See* Carney Decl. ¶ 17. In addition to the mediation sessions, Class Counsel and RUM also exchanged informal discovery and information relating to their respective positions. *See id.* The negotiations between the parties were characterized by substantial compromise on both sides, mutual give-and-take, and the absence of collusion. *See id.* ¶ 18. These extended arms-length efforts to reach compromise resulted in the Settlement Agreement. *See id.*

Prior to mediation, the Parties each conducted extensive research into the applicable facts and law relating to the practices challenged by Representative Plaintiff in this case. For example, Representative Plaintiff's counsel ("Class Counsel") engaged in extensive research of the facts and applicable statutory and case law in the course of drafting the Complaint. *See id.* ¶¶ 8-10. For its part, RUM has also conducted extensive research into the applicable facts and law and has provided substantial information concerning the allegations in the Complaint and putative class member collections in connection with mediation. *See* Settlement Agreement ¶ 4.

### **B. The Proposed Settlement Class**

The Settlement Agreement contemplates certification of the following settlement Class:

All persons to whom RUM sent a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the Class Period.

Excluded from the Settlement Class are all employees, officers and directors of RUM, and all employees of the Court.

Settlement Agreement ¶ 11(jj) (the "Settlement Class").

RUM has represented that there are approximately 233,000 persons in the Settlement Class. *Id.* And, RUM will provide detailed information to facilitate notice to them. *Id.* ¶ 14.

**C. The Proposed Settlement Benefits**

The crux of the Representative Plaintiff's allegations is that RUM violated the law by charging administrative service fees for sending utility bills to him and others, and that RUM should not retain benefits it obtained from them for its unlicensed activity. The relief provided by the proposed settlement directly relate to these claims.

First, RUM has agreed to an Injunctive Relief Order which requires it to apply to obtain the collection agency license which Representative Plaintiff alleged is required and maintain it. *See* Settlement Agreement ¶ 23 & Exhibit 6. That is what Representative Plaintiff alleged was necessary all along. *See* Complaint, *e.g.*, ¶¶ 5-8.

Second, RUM has agreed to pay \$1,800,000 into a Common Fund – and RUM represents that the Settlement Fund represents a disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period. *See* Settlement Agreement ¶ 21(b). The Common Fund will be used to make payments to Settlement Class Members who file valid claims in proportion to the administrative fees charged to them., after deduction of Court-approved attorney's fees and expenses *See id.* ¶ 21(d).

Third, RUM has agreed to pay all costs for the administration of the settlement separate and apart from the Common Fund, subject to a right to recoup administration payments from any amounts left in the Common Fund after distribution to Settlement Class Members is complete, and before any *cy pres* payment. *See id.* ¶¶ 20, 21(f). And, RUM has agreed to pay the Representative Plaintiff an incentive fee of \$15,000, separate from the Common Fund, subject to Court approval – an award that will not affect relief to other Settlement Class members. *Id.* ¶ 22.

In exchange for the benefits to Settlement Class members, the proposed settlement will result in a release of claims of Settlement Class members “resulting from, arising out of, or regarding the factual predicate alleged in the Litigation, including but not limited to RUM’s inclusion of administrative service fees in RUM’s billing statements and RUM’s alleged unlicensed collection activity.” Settlement Agreement ¶ 11(cc).<sup>1</sup>

**D. Administration of Settlement Benefits**

Under the Agreement, Settlement Class Members must file a simple claim form to obtain a settlement payment. Settlement Agreement ¶ 21(c)(2). To complete the claim form, Settlement Class Members must provide their name, their email address (if any), and any unique claimant ID code and/or other information required by the Settlement Administrator to confirm that the individual requesting the Settlement Payment is a Settlement Class Member. *Id.* In addition, a Claim Form shall not be complete unless the Settlement Class Member provides their mailing address and selects whether to receive their Settlement Payment in the form of a paper check, or an electronic debit or gift card. *Id.* Each Settlement Class Member who files a timely and valid claim (“Authorized Claimant”) shall be entitled to a *pro rata* payment from the Settlement Fund, in accordance with a formula established by the Settlement Administrator which will result in the *pro rata* distribution of the Settlement Fund in proportion to the amount of administration fees charged to the Authorized Claimant submitting a Valid Claim as compared to the total amount of administration fees charged to all Authorized Claimants. *Id.* Authorized Claimants who were charged more in administration fees will receive larger payments than Authorized Claimants who were charged less in administration fees; and, each Authorized Claimant’s payment

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<sup>1</sup> The release is limited to claims sharing the “factual predicate” of the Complaint, consistent with Fourth Circuit authority. *See In re MI Windows & Doors, Inc., Prod. Liab. Litig.*, 860 F.3d 218, 225 (4th Cir. 2017).

amounts will increase or decrease proportionally based upon the total number of valid claims filed. *Id.* Settlement Class Members who are not Authorized Claimants will not receive a payment under the Settlement. *Id.*

Considering that the settlement recoups all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period, this settlement represents a remarkable recovery for the Class. The recovery is directly in line with the relief requested in the Complaint, which demanded, *inter alia*, disgorgement of profits. *See* Complaint, *ad damnum* clause ¶ B.

**E. The Proposed Settlement Administrator**

The proposed Settlement Administrator is Continental DataLogix LLC. *See* Settlement Agreement ¶ 10. Attached as Exhibit 2 is a *curriculum vitae* describing Continental DataLogix and summarizing its qualifications as settlement administrator.

The Settlement Administrator's duties are defined in the Settlement Agreement and include, *inter alia*, undertaking E-mail and mailing address verifications for Settlement Class members and conducting appropriate research to correct an incorrect address and timely disseminating a second notice, distributing the Notice pursuant to the Settlement Agreement and Orders of the Court, accepting and reporting on Requests for Exclusion received by the Exclusion Deadline, establishing and maintaining a Settlement Website, opening an account for the deposit of the Common Fund, remitting payment from the Common Fund for settlement benefits payable to Settlement Class members, and other duties.

**F. The Proposed Notice Plan**

The proposed plan for disseminating notice of the settlement to Settlement Class members is designed to accord with Fed. R. Civ. P. 23(e). *See* Settlement Agreement part IV.

Notices will be distributed by the Settlement Administrator to the Settlement Class Members by E-mail, or if no E-mail address is available, by first-class mail. *See id.*

The parties have agreed upon the form of notice to the Settlement Class, including E-mailed notice, Mailed Notice, and a Long-Form Notice. *See* Agreement Exhs. 2, 3, and 4.

The Settlement Administrator will also establish and maintain a website relating to the Settlement (the “Settlement Website”) on which it will post copies of the long-form notice, along with important documents filed in the Litigation. *See* Settlement Agreement ¶ 17.

## **V. LEGAL STANDARD**

Fed. R. Civ. P. 23(e)(1) sets forth the protocol for the Court’s consideration of preliminary approval of class action settlements. The “parties must provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class.” Fed. R. Civ. P. 23(e)(1)(A). Notice is warranted where the court “will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for the purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

Preliminary approval “is simply a determination that there is, in effect, ‘probable cause’ to submit the proposal to members of the class and to hold a full-scale hearing on its fairness, at which all interested parties will have an opportunity to be heard and after which a formal finding on the fairness of the proposal will be made.” *In re Mid-Atl. Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983).

## **VI. PRELIMINARY APPROVAL IS APPROPRIATE**

### **A. The Court Will “Likely Be Able to” Approve the Settlement**

The first requirement for preliminary approval under Fed. R. Civ. P. 23(e)(1)(B) is a showing that the Court will “likely be able to” approve the settlement as fair, reasonable and adequate under Fed. R. Civ. P. 23(e)(2)(A)-(D). In the Fourth Circuit, the 23(e)(2) inquiry is

guided by the factors enumerated in *In re: Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Pract. & Prod. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020) (“*Lumber Liquidators*”).

As discussed below, the settlement proposed here is safely within the range of possible approval – so the Court will “likely be able to” approve it and there is “probable cause” to notify Settlement Class members of the proposed compromise. *See* Fed. R. Civ. P. 23(e)(1)(B); *In re Mid-Atl. Toyota Antitrust Litig.*, 564 F. Supp. at 1384.

### **1. Fairness**

The four “fairness” factors are “(1) the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the area of [the] class action litigation.” *Lumber Liquidators*, 952 F.3d at 484. Each factor supports the fairness of this settlement.

#### **a. The Posture of the Case at the Time Settlement Was Proposed and the Extent of Discovery Conducted.**

The substantial and lengthy litigation in this case supports settlement approval. This case was filed in early 2020. RUM immediately noticed the removal of this case to this Court. ECF No. 1. Thereafter, the parties litigated whether a question of law should be certified to the Maryland Court of Appeals (now, the Maryland Supreme Court), briefed the certified question, and obtained a decision. *See Moore v. RealPage Util. Mgmt., Inc.*, 476 Md. 501, 264 A.3d 700 (2021). Then, the parties engaged in further litigation, including the filing, briefing, and decision on RUM’s motion for judgment on the pleadings. *See Moore v. RealPage Util. Mgmt. Inc.*, No. 8:20-CV-00927-PX, 2023 WL 2599571 (D. Md. Mar. 22, 2023)..

The posture of the case at the time settlement was proposed thus supports settlement approval. *See, e.g., Boger v. Citrix Sys., Inc.*, No. 19-CV-01234-LKG, 2023 WL 3763974, at \*9 (D. Md. June 1, 2023) (“the parties ... litigated this matter for three years before they reached the



proposed Settlement... the parties have had sufficient opportunity to understand the issues and the evidence in this case, and to reach a well-informed settlement.”).

The question certified to the Maryland Supreme Court, and the question presented to this Court in RUM’s motion for judgment on the pleadings were questions of law, so no formal discovery was necessary to the briefing and decision on those motions and no formal discovery has been conducted. However, RUM provided substantial information in informal discovery in connection with mediation, has represented that the Settlement Class consists of 233,000 members, and that the \$1.8 million Common Fund represents disgorgement of its profits. Accordingly, this factor supports settlement approval.

**b. Circumstances Surrounding the Negotiations and the Experience of Class Counsel**

*Lumber Liquidators* and Fed. R. Civ. P. 23(e)(2)(B) require consideration of whether the proposed settlement is a product of arms-length negotiations. *Id.* The settlement in this case is the product of months of arms-length negotiations and three mediation sessions supervised by a neutral retired Judge – the Hon. Ronald B. Rubin (Ret.). *See Decohen*, 299 F.R.D. at 475 (the parties engaged in “nine months of arms-length negotiations and mediation overseen by Magistrate Judge Susan K. Gauvey.”) As in *Decohen*, “[t]here is no indication in the record of bad faith or collusion in the settlement negotiations” and the parties “represent that the settlement negotiations were at arms-length.” *Decohen*, 299 F.R.D. at 480; *see also* Settlement Agreement ¶ 6 (representing that the parties’ negotiations were at “arms-length”); *see also* Carney Decl. ¶ 18.

Furthermore, the Settlement Agreement itself reflects that it is the product of negotiations informed by specific facts concerning the Settlement Class members. The Settlement Agreement specifies the approximate number of potential Settlement Class members (233,000) (Settlement Agreement ¶ 11(jj)) and contains a representation by RUM that the agreed \$1,800,000 Common

Fund represents a disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period. This is the relevant information for reaching an informed settlement here.

Accordingly, the settlement is the product of arms-length, informed negotiation.

Class Counsel are also “experience[d]... in the area of [the] class action litigation.” *Lumber Liquidators*, 952 F.3d at 484. After all, *Decohen* held that class counsel in that case – led by Benjamin H. Carney, the same lead Class Counsel here – were adequate in part due to “significant litigation and appellate experience” and “recogni[tion] in various national publications for excellence in their field.” *Decohen*, 299 F.R.D. at 480. Class Counsel’s experience has only increased in the nearly ten years since *Decohen* was decided. Class Counsel have been certified as adequate class counsel in dozens of other class action settlements in state and federal courts. *See* Exhibit 1, Carney Decl. ¶¶ 3, 7. And in this case, Class Counsel pursued this case from the Circuit Court for Montgomery County, where it was filed, to this Court, to the Maryland Supreme Court, and back; defeated RUM’s motion for judgment on the pleadings; and, as a result of those efforts, obtained a substantial settlement for the Settlement Class. Class Counsel is adequate.

## **2. Adequacy**

Whether the relief provided for the Class is adequate under Fed. R. Civ. P. 23 is guided by five factors in the Fourth Circuit: “(1) the relative strength of the plaintiffs’ case on the merits; (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial; (3) the anticipated duration and expense of additional litigation; (4) the solvency of the defendant[] and the likelihood of recovery on a litigated judgment; and (5) the degree of opposition to the settlement.” *Lumber Liquidators*, 952 F.3d at 484 (citation omitted). Each of these factors supports the settlement’s adequacy.

**a. The Relative Strength of Plaintiff's Case on the Merits and the Existence of Any Difficulties of Proof or Strong Defenses the Plaintiffs are Likely to Encounter if the Case Goes to Trial**

Class Counsel believes that, at trial, Representative Plaintiff and the Class would prevail on their claims against RUM and, through evidence, be able to prove that RUM violated the law through its actions and damaged Representative Plaintiff and Class Members.

Despite Class Counsel's belief as to the strength of the case on the merits, many significant hurdles would need to be overcome before Representative Plaintiffs and the Class could establish their entitlement to relief on a class-wide basis. RUM contested liability and moved for judgment as a matter of law on Representative Plaintiff's claims. Although Representative Plaintiff prevailed on RUM's motion for judgment in this Court, RUM would have opposed Representative Plaintiff's motion for class certification, would have likely filed additional dispositive motions, and would have vigorously defended itself at trial. Moreover, to the extent RUM was not successful at trial, it would almost certainly appeal after any unfavorable judgment. Accordingly, as a practical matter, Representative Plaintiff and the Class faced substantial challenges to obtain a litigated judgment in their favor. The Settlement Agreement in this case avoids these issues, provides a real monetary recovery now, and accomplishes an exemplary result without the need for further litigation or a full trial.

Representative Plaintiff has no guarantee of winning either in the trial or appellate courts. There is no certainty in litigation and any success in this case depends almost entirely upon the Court's interpretation of the controlling statutory language and the jury's determination of fact. "It is known from past experience that no matter how confident one may be of the outcome of litigation, such confidence is often misplaced." *West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp.

710 (S.D.N.Y. 1970), *aff'd*, 440 F.2d 1079 (2d Cir.), *cert. denied*, 404 U.S. 871 (1971) (“*Pfizer*”). In *Pfizer*, another consumer class action, Judge Wyatt offered the following example:

In *Upson v. Otis*, 155 F.2d 606, 612 (2d Cir. 1946), approval of a settlement was reversed, the Court saying (at 612): “on the facts presented to the district judge, the liability of the individual defendants was indubitable and the amount of recovery beyond doubt greater than that offered in the settlement. Accordingly, it was an abuse of discretion to approve the settlement.” The action was then tried and plaintiffs obtained a judgment, twice considered by the Court of Appeals (168 F.2d 649, 169 F.2d 148 (1948)). We are told, however, that “the ultimate recovery . . . turned out to be substantially less than the amount of the rejected compromise.”

*Id.* at 743-44.

In another example demonstrating the enormous risks of litigation, a class action against the manufacturer of the drug Bendectin was originally settled. The Sixth Circuit reversed approval of that settlement. *In re Bendectin Productions Liability Litigation*, 749 F.2d 300 (6th Cir. 1984). Thereupon, as reported in *The Wall Street Journal* (March 13, 1985), the plaintiffs tried the case and, by jury verdict, lost the millions of dollars for which they had originally bargained.

Litigation risk, moreover, does not end with the trial. In this case, post-trial motions and appeals would be almost a certainty. History records numerous instances where favorable jury verdicts have been overturned by the trial court, a court of appeals, or even the Supreme Court. As Judge Friendly noted of the vagaries of appellate review: “Platus warned long ago ‘what a ticklish thing it is to go to law,’ and the ticklishness does not diminish as the pinnacle is reached.” *Newman v. Stein*, 464 F.2d 689, 695 (2d Cir. 1972).

Experienced counsel in this case, who negotiated at arm’s length and possess all relevant information, strongly recommend the settlement to the Court. *See* Exhibit 1, Carney Decl. ¶ 19. Class Counsel believe that Representative Plaintiff and the Class have a strong case against RUM. As evident from the above discussion, however, it is by no means certain that Representative Plaintiff and the Settlement Class Members would have obtained a result better

than that achieved through this settlement—a settlement which recovers disgorgement of all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period.

And the benefits provided in the proposed settlement are adequate even if the Representative Plaintiffs' case on the merits is strong. The proposed settlement recovers all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members during the Class Period. That is in addition to RUM's agreement to apply for the collection agency license Representative Plaintiff alleged was required. Considering that RUM is disgorging relevant profits, it is perhaps possible but certainly not clear that Plaintiff and the Class could have obtained more after a trial. Or, judgment could have been entered in favor of RUM after dispositive motions or a trial, leaving Representative Plaintiff and the Class with nothing.

Accordingly, these factors support the adequacy of the settlement.

**b. The Anticipated Duration and Expense of Litigation**

The anticipated duration and expense of additional litigation factor supports the adequacy of the settlement. *See Lumber Liquidators*, 952 F.3d at 484. Although Class Counsel believes the trial of this case would be manageable and superior to other means of adjudicating the controversy, the issue here is the extent to which the anticipated complexity and costs of proceeding to trial favor settlement.

Before any trial, the parties would have engaged in substantial litigation – including litigating dispositive motions, discovery matters, and motions concerning class certification. Had this matter proceeded to trial, Defendant would have attempted to present evidence to demonstrate that its actions complied with the law and did not damage Representative Plaintiff

or Settlement Class members. Although Class Counsel is confident Representative Plaintiff's position on the applicable law is correct, there is no guarantee the Court or jury would agree.

Moreover, the expense of taking this case through trial would have been considerable. A substantial amount of additional formal discovery (including many important depositions) and extensive motion practice would have to be completed. Trial preparation would require great effort and expense. Both the Class and RUM would have incurred substantial expenses, which would have detracted from any eventual recovery. Class Counsel anticipates that a class trial of this case would take approximately two weeks. *See* Exhibit 1, Carney Decl. ¶ 20.

Avoiding the delay and risk of protracted litigation is a primary reason for counsel to recommend and the court to approve a settlement. *Protective Committee for Indep. Stockholders of TMT Trailer Ferry v. Anderson*, 390 U.S. 414, 424 (1968) (court must consider “the complexity, expense, and likely duration” of the litigation). Here, that delay and risk would be substantial. Accordingly, this factor weighs in favor of settlement approval.

**c. The Solvency of the Defendant**

The next *Lumber Liquidators* “adequacy” factor, the “solvency of the defendant and the likelihood of recovery on a litigated judgment,” also supports settlement approval. *See* 952 F.3d at 484. Even though Class Counsel believes that Representative Plaintiff would prevail at trial, such a litigated judgment would not be available to the Class until this complex case was fully litigated and all appeals exhausted. The availability of a real monetary recovery now, as opposed to at some point in the far-off future, supports settlement approval.

Class Counsel has no reason to believe that this settlement substantially taxes RUM's net worth. But, as this settlement recovers all profits that RUM made in connection with the monthly billing services it provided to its customers in relation to the Settlement Class Members

during the Class Period and requires RUM to maintain the collection agency license Plaintiff alleged was required, this factor weighs in favor of settlement approval.

Thus, for purposes of this settlement, the inquiry does not turn solely on whether Defendants could withstand a greater judgment. *See also Decohen*, 299 F.R.D. at 480 (“Although Capital One could likely afford to pay a much larger judgment, because the other factors favor adequacy, this factor [solvency of the defendant] may be given less weight. Accordingly, the Court will find that the settlement is adequate.”) (citations omitted).

**d. The Degree of Opposition to the Settlement**

The final *Lumber Liquidators* “adequacy” factor, the “degree of opposition to the settlement,” is unknown at this time. *See* 952 F.3d at 484. Notice has, of course, not been disseminated to the Settlement Class members, so no Settlement Class members have had the opportunity to weigh in on the settlement. This factor is, for now, neutral.

**e. The Effectiveness of Any Proposed Method of Distributing Relief to the Class**

Fed. R. Civ. P. 23(e)(2)(C)(ii) requires consideration of “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims.” That factor supports settlement approval here.

The Settlement Agreement contemplates a straightforward *pro rata* method of distributing relief to the Class. Settlement payments will vary among Settlement Class members depending on how much they were charged in administrative fees. *See* Settlement Agreement ¶ 21(d). To facilitate the calculation of payments to Settlement Class members, Defendants will provide Settlement Class members’ names; b) last known addresses; c) last known E-mail addresses; d) move-in dates; e) total Administration Fees charged; and e) move-out dates. *See id.* ¶ 14.

Under the Agreement, Settlement Class Members are required to file simple claim forms to choose the manner of payment of their settlement benefits, and may select to receive a check, or an electronic debit card, or an electronic gift card. Claim forms can be filed electronically, or by mail. *Id.* ¶ 21(c)(2). A sample claim form is attached as Exhibit 6 to the Agreement. Settlement Class Members have 180 days from the date of Notice to file a claim. *Id.* ¶ 11(g).

This simple protocol for *pro rata* distribution of settlement payments supports adequacy.

**f. The Terms of Any Proposed Award of Attorney’s Fees**

Fed. R. Civ. P. 23(e)(2)(C)(iii) requires consideration of the “terms of any proposed award of attorney’s fees, including timing of payment.” *Id.* This factor supports settlement approval.

The Settlement Agreement reflects that Class Counsel intends to request Court approval of an award of 1/3 of the Common Fund as attorney’s fees. *See* Settlement Agreement ¶ 21(c)(1). The 1/3 fee Class Counsel intends to request is “likely” approvable. For example, this Court in *Decohen* awarded a 1/3 of the common fund fee to the same Class Counsel in this case, in similar circumstances. 299 F.R.D. 469. That decision has been cited approvingly by numerous courts, including a recent decision from this Court holding that “a one-third fee is the market rate” in similar class action cases, and citing *Decohen* as support for its award of attorney’s fees of \$4,666,667, which represented one-third of the common fund in that case. *Kelly v. Johns Hopkins Univ.*, No. 1:16-CV-2835-GLR, 2020 WL 434473, at \*2 (D. Md. Jan. 28, 2020) ; *Krakauer v. Dish Network, L.L.C.*, No. 1:14-CV-333, 2018 WL 6305785, at \*5 (M.D.N.C. Dec. 3, 2018) (citing *Decohen* as support for its award of an attorney’s fee of \$20,447,600, which represented one-third of the common fund); *Seaman v. Duke Univ.*, No. 1:15-CV-462, 2019 WL 4674758, at \*5 (M.D.N.C. Sept. 25, 2019) (citing *Decohen* as support for its award of an attorney’s fee of \$18,166,666.67, which represented one-third of the common fund). *See also Boger*, 2023 WL 3763974, at \*12 (awarding attorney’s fees of one-third of the common fund).



Indeed, this Court and others have repeatedly approved attorney’s fees amounting to 1/3 of the common fund in other consumer class action cases brought by these Class Counsel. *See, e.g., Edge v. Stillman Law Office, LLC, et al.*, Case No. 8:21-cv-02813 (D.Md. June 2, 2023) (ECF No. 87 ¶13) (approving attorney’s fee of 1/3 of the common fund); *Thomas v. Cameron Mericle, P.A.*, Case No. 8:18-cv-03645-CBD (D.Md. Dec. 4, 2020) (ECF No. 82 ¶ 10) (same); *Smith v. Ace Motor Acceptance Corp.*, Case No. 1:12-cv-02149-JKS (D. Md. Oct. 7, 2013) (ECF # 37 at ¶ 10) (same); *Benway v. Resource Real Estate Services, LLC, et al.*, Civil Action No. 1:05-cv-3250-WMN (D. Md. Oct. 12, 2011) (ECF No. 191 at ¶ 11) (same); *Robinson v. Fountainhead Title Group Corp.*, Civil Action No. 03-cv-03106-WMN (D. Md. Oct. 7, 2010) (ECF No. 198 at ¶ 9) (same); *Brittingham v. Prosperity Mortgage Company*, Case No. 1:09-cv-00826-WMN (D. Md. Apr. 14, 2010) (ECF No. 74 at ¶ 10) (same); *Watts v. Capital One Auto Finance, Inc.*, Civil No. 1:07-cv-03477-CCB (D. Md. Jan 15, 2010) (ECF No. 67 at ¶ 9) (same); *Shelton v. Crescent Bank & Trust*, Case No. 1:08-cv-01799-RDB (D.Md. May 28, 2009) (ECF No. 39 at ¶ 9) (same). One-third of the common fund is a “market rate” attorney’s fee in class action litigation like this case, with these Class Counsel.

The timing of the payment of attorney’s fees also supports adequacy. Class Counsel only gets paid after the Settlement is finally approved, the time for appeal has passed, and Settlement Class members are guaranteed to be paid also. *See* Settlement Agreement ¶ 11(k) & 21(c)(1) (attorney’s fees to be paid within 10 days after the “Effective Date”, which is after the time for any appeal has passed). Thus, the Settlement Agreement does not include a so-called “quick pay clause” which “allows class counsel to be paid in short order, even if an appeal is taken.” *In re: Whirlpool Corp. Front-loading Washer Prod. Liab. Litig.*, No. 1:08-WP-65000, 2016 WL 5338012, at \*20 (N.D. Ohio Sept. 23, 2016). Although most courts have held that “quick pay” clauses do not impair the adequacy of a settlement because “they serve the socially-useful purpose of deterring serial objectors,” such terms have invited some judicial scrutiny. *Id.*

The parties' proposed Preliminary Approval Order prescribes a schedule for the filing of a motion supporting the same one-third fee approved in *Decohen* and many other cases. That "market rate" award is a candidate for likely approval after briefing of a motion and memorandum in support of the award (*see* Preliminary Approval Order ¶¶ 15 & 16), and this factor therefore supports the adequacy of the settlement. *See Kelly*, 2020 WL 434473, at \*2.

**g. Any Agreement Required to be Identified**

Fed. R. Civ. P. 23(e)(2)(C)(iv) requires "a statement identifying any agreement made in connection with the propos[ed settlement]." *Id.* The parties have submitted and identified the Settlement Agreement, which is the only agreement Class Counsel is aware of which was made in connection with the proposed settlement. *See* Carney Decl. ¶ 23.

**3. The Proposal Treats Class Members Equitably**

The final Fed. R. Civ. P. 23(e)(2) factor is whether the settlement proposal "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D).

Here, as described above, the amount of Settlement Class members' monetary recovery under the proposed settlement will be based upon the amounts charged to them. Settlement Class members who were charged more will be entitled to a larger payment amount. *See* Settlement Agreement ¶ 21(c)(2). Such "[p]ro rata distribution schemes are sufficiently equitable and satisfy the requirements of Rule 23(e)(2)(D)." *Cymbalista v. JPMorgan Chase Bank, N.A.*, No. 20 CV 456 (RPK)(LB), 2021 WL 7906584, at \*9 (E.D.N.Y. May 25, 2021) (citations omitted). Settlement Class members will be treated equitably by the *pro rata* distribution protocol proposed here, so this final adequacy factor also weighs in favor of settlement approval.

**B. The Proposed Settlement Class Is Certifiable**

In addition to the fairness and adequacy considerations discussed above, Fed. R. Civ. P. 23(e)(1)(B) requires a showing that the Court will "likely be able to" certify the class. *Id.* In turn,

Fed. R. Civ. P. 23(a) establishes four prerequisites for class certification. If all requirements of part (a) are met, the Court looks to section (b) of the Rule to determine whether one of three additional criteria is present. The proposed Settlement Class satisfies each requirement.

**1. The Class Is Identifiable and Ascertainable**

“A class cannot be certified unless a court can readily identify the class members in reference to objective criteria.” *EQT Prod. Co. v. Adair*, 764 F.3d 347, 358 (4th Cir. 2014). This “implicit” requirement of Rule 23 is that a proposed class be “definite,” in other words, “ascertainable with reference to objective criteria.”<sup>1</sup> Newberg on Class Actions § 3:1 (5th ed.)

Here, the proposed Settlement Class is not only ascertainable but it has been ascertained. RUM has represented that the Settlement Class consists of approximately 233,000 persons. *See* Settlement Agreement ¶ 11(jj). And RUM will provide the objective identifying specifics of each Settlement Class member to the Settlement Administrator and Class Counsel in a Class List following preliminary approval, with information including the Settlement Class members’ names, addresses, and relevant information. *See id.* ¶ 14.

Furthermore, the elements of membership in the Settlement Class can be evaluated based entirely upon objective criteria. Each Settlement Class member is a person 1) to whom RUM sent a monthly statement pertaining to utility usage concerning a Maryland residence, 2) which included an administration fee, 3) during the Class Period. *See* Settlement Agreement ¶ 11(jj).

**2. The Criteria of Fed. R. Civ. P. 23(a) Are Satisfied**

Each of the explicit Fed. R. Civ. P. 23(a) requirements are also met.

**a. Fed. R. Civ. P. 23(a)(1) - Numerosity**

The proposed Settlement Class meets the numerosity requirement of Fed. R. Civ. P. 23(a)(1), as it consists of approximately 233,000 persons. *See* Settlement Agreement at ¶ 11(jj).

A class of that size is so numerous that joinder of all members is presumptively impracticable. *See, e.g., Decohen*, 299 F.R.D. at 477 (“classes with as few as 25 to 30 members ‘have been found to raise the presumption that joinder would be impracticable.’”) (citation omitted); *see also* W. Rubenstein, *Newberg on Class Actions* § 3:12 (5th ed.) (“a class of 40 or more members raises a presumption of impracticability of joinder based on numbers alone”) (citing numerous cases).

**b. Fed. R. Civ. P. 23(a)(2) - Commonality**

The commonality, typicality, and adequacy inquiries “are similar and overlapping.” *Decohen*, 299 F.R.D. at 477 (citation omitted). “To establish commonality, the class members must ‘have suffered the same injury,’ and ‘their claims must depend upon a common contention.’” *Id.* (quoting *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011) (internal quotations omitted)).

Here, Settlement Class members all suffered the same alleged injury – charges for administration fees assessed in bills sent by RUM. Those injuries resulted from the same allegedly unlawful practice of the Defendants – sending utility bills to consumers like Representative Plaintiff assessing those administration fees without a collection agency license. The lawsuit and Settlement Agreement concern the question, for all Settlement Class Members, of the legality of RUM’s alleged actions in sending utility bills without a collection agency license and charging administrative fees for doing so. This “common contention” binds all of the Settlement Class members’ claims together. *See Wal-Mart*, 131 S.Ct. at 2551; *Decohen*, 299 F.R.D. at 477.

Whether RUM’s actions did, in fact, violate the law is subject to a common answer. *See EQT Prod. Co.*, 764 F.3d at 360 (“what matters to class certification ... [is] the capacity of a classwide proceeding to generate common *answers* apt to drive the resolution of the litigation.”) (quoting *Wal-Mart*, 131 S.Ct. at 2551 (emphasis in original, internal quotation marks omitted)). Either RUM violated the law and damaged Settlement Class Members by sending them utility bills without a collection agency license and charging them for doing so, or it did not.

The commonality requirement is, therefore, satisfied.

**c. Fed. R. Civ. P. 23(a)(3) - Typicality**

The same facts which support commonality support the “similar and overlapping” requirement of typicality. *Decohen*, 299 F.R.D. at 477 (citation omitted). Representative Plaintiff’s claims are typical of Settlement Class member’s claims because each claim arises from the same practice and course of conduct by the same defendant. See *Peoples v. Wendover Funding, Inc.*, 179 F.R.D. 492, 498 (D. Md. 1998) (“[t]he test for determining typicality is whether the claim or defense arises from the same course of conduct leading to the class claims, and whether the same legal theory underlies the claims or defenses.”). Typicality is satisfied if, by pursuing his claims, the Representative Plaintiff “simultaneously tend[s] to advance the interests of the absent class members.” *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466–67 (4th Cir. 2006).

Here, Representative Plaintiff faced the same allegedly unlawful collection practices which affected the entire Settlement Class – utility bills sent to him, which assessed administrative fees, when RUM was not licensed as a collection agency. The same legal theory underlies every Settlement Class member’s claims. As a result, the typicality requirement is satisfied.

**d. Fed. R. Civ. P. 23(a)(4) - Adequacy**

Once again, the same facts which support commonality and typicality support the “similar and overlapping” requirement of adequacy. *Decohen*, 299 F.R.D. at 477 (citation omitted).

The requirement of adequate representation assures that absent class members, who will be bound by the result, are protected by a vigorous, competent prosecution of the case by someone sharing their interests. See 1 Newberg, *supra*, § 3.21; see also *George v. Baltimore City Public Schools*, 117 F.R.D. 368, 371 (D. Md. 1987). This ensures “that the relationship of the representative parties’ interest to those of the class are such that there is not likely to be divergence in viewpoint or goals in the conduct of the suit.” *Bogosian v. Gulf Oil Corp.*, 561 F.2d 434, 449 (3d Cir. 1977).

Representative Plaintiff does not have any conflict with the proposed Settlement Class and exhibited a dedication to this case. *See* Carney Decl. ¶ 22.

Furthermore, Class Counsel are experienced in handling consumer class actions and complex consumer litigation and have served as certified class counsel in dozens of consumer class actions. *See* Exhibit 1, Carney Decl. at ¶¶ 3, 7. And the contingent-fee nature of Class Counsel’s representation aligns their interests with those of the Settlement Class. *See In re Abrams & Abrams, P.A.*, 605 F.3d 238, 246 (4th Cir. 2010) (“an attorney compensated on a contingency basis has a strong economic motivation to achieve results for his client, precisely because of the risk accepted. As the Seventh Circuit has explained, ‘[t]he contingent fee uses private incentives rather than careful monitoring to align the interests of lawyer and client.’”); Carney Decl. ¶ 21.

The adequacy requirement is, therefore, satisfied.

### **3. The Criteria of Fed. R. Civ. P. 23(b)(3) Are Satisfied.**

After finding that all four requirements of Fed. R. Civ. P. 23(a) are met, class certification is appropriate if any one of three criteria in part (b) of the Rule is satisfied. Certification here is appropriate under Fed. R. Civ. P. 23(b)(3), which permits class certification where “the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” *Id.*

The inquiry into whether certification is warranted under (b)(3) boils down to two requirements: “that 1) common questions of fact or law predominate and 2) a class action is superior to other methods of adjudications.” *In re Kirschner Med. Corp. Sec. Litig.*, 139 F.R.D. 74, 78 (D. Md. 1991). Here, as noted above, the common questions of law and fact are the only issues. This case turns on RUM’s actions in sending Representative Plaintiff and Settlement Class Members utility bills assessing administrative fees when RUM had no collection agency license.

Moreover, absent class certification and settlement, class members would be effectively foreclosed from relief. The administrative fees Representative Plaintiff challenges were \$5.50 per month. Those charges are substantial to him, but absent a class action, it would be absurd to file or pursue a lawsuit – let alone a case traveling state Circuit Court, this Court, and the Maryland Supreme Court – over those charges in light of the great expense and cost of litigation. Settlement Class Members have no reason to pursue their claims individually. These circumstances show that the “interest of members of the class in individually controlling the prosecution of separate actions,” Fed. R. Civ. P. 23(b)(3)(A), is low, and class certification would serve Settlement Class members.

Furthermore, (b)(3) certification is supported because Class Counsel is unaware of any other “litigation concerning the controversy already commenced by members of the class.” Fed. R. Civ. P. 23(b)(3)(B); *see also* Carney Decl. ¶ 23.

Finally, under Fed. R. Civ. P. 23(b)(3)(C) & (D), the fact that this case is the subject of a class action Settlement Agreement means that concentration of claims in this forum is particularly desirable for the purposes of settlement, and few difficulties are likely to be encountered in the management of a class action which is for settlement purposes only.

For all of these reasons, the class certification requirements of Fed. R. Civ. P. 23 are met, and the Court will “likely be able to” certify the Settlement Class. *See* Fed. R. Civ. P. 23(e)(1)(B)(ii).

## **VII. THE PROPOSED NOTICE TO THE CLASS IS APPROPRIATE**

The purpose of preliminary approval is to authorize notice to class members. *See* Fed. R. Civ. P. 23(e)(1). The content and distribution of that notice is governed by Fed. R. Civ. P. 23(c)(2).

The parties have agreed upon a form and manner of notice which meets each of the Fed. R. Civ. P. 23(c)(2) requirements and maximizes notice to Settlement Class members of the proposed settlement and, if desired, their right to participate in the settlement approval process.

First, an E-mailed Notice (or, where no E-mail address is available for a Settlement Class Member, a Mailed Notice) will be distributed to all Settlement Class members which fairly apprises Settlement Class Members of the action and their rights: each such notice identifies this lawsuit, describes what the lawsuit is about, informs recipients how they can know they are a Settlement Class member, describes the proposed settlement, identifies the size of the common fund, identifies the amount of incentive payment and attorney's fees which may be requested by the Representative Plaintiff and Class Counsel, identifies counsel for the Settlement Class, states that a class member may enter an appearance through an attorney if the member so desires, states that the court will exclude from the class any member who timely requests exclusion, and states the binding effect of a class judgment on Settlement Class members. *See* Agreement, Exhs. 2 & 3.

Second, the Settlement Administrator will establish a Settlement Website that enables Settlement Class members to read the Long Form Settlement Notice (Exhibit 4 to the Agreement), which discusses in detail each of the categories of information required under Fed. R. Civ. P. 23(c)(2). The Settlement Website will also allow Settlement Class members to review other important information concerning this litigation, including the operative Complaint, the Settlement Agreement, the briefs filed in connection with the settlement, and any Orders of the Court. *See* Settlement Agreement ¶ 17.

### **VIII. CONCLUSION**

For the reasons set forth above, Representative Plaintiff respectfully requests that the Court grant the Joint Preliminary Approval Motion and enter the parties' agreed proposed Preliminary Approval Order.



Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Benjamin H. Carney". The signature is fluid and cursive, with a large initial "B" and a long, sweeping tail.

---

Benjamin H. Carney (Fed. Bar No. 27984)

Martin E. Wolf (Fed. Bar No. 09425)

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**Attorneys for Representative Plaintiff**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
*Southern Division*

**PAUL MOORE,**

\*

**Plaintiff,**

\*

**v.**

\*

**REALPAGE UTILITY  
MANAGEMENT, INC.,**

\*

**Case No.: 8:20-CV-00927-PX**

\*

Hon. Paula Xinis

**Defendant.**

\*

\* \* \* \* \*

**Declaration of Benjamin H. Carney**

I, Benjamin H. Carney, submit this unsworn declaration under penalty of perjury pursuant to 28 U.S.C. § 1746.

1. I am over the age of 18 and competent to testify, and I am lead counsel for the Representative Plaintiff in the above-captioned lawsuit.

2. I graduated from Suitland High School in Prince George’s County in 1995 and received my B.A. from the Johns Hopkins University in 1999. After college, I worked in journalism for two years with PBS’ *NewsHour with Jim Lehrer*. I then received my J.D. from the University of Maryland School of Law in 2004, where I was the recipient of the Ward & Kershaw Clinical Advocacy Prize. I am now a principal in Gordon, Wolf & Carney, Chtd., a law firm based in Hunt Valley, Maryland. I am a member of the state and federal bars of Maryland, and also a member of the bars of the United States Supreme Court, the United States Court of Appeals for the Fourth Circuit, the United States Court of Appeals for the Ninth Circuit, the United States District Court for the Northern District of Ohio, and the United States District Court for the Northern District

of Illinois. I am past Vice-President of the Board of Directors of the Public Justice Center, Inc., a board member of Civil Justice, Inc., and a fellow of both the American Bar Foundation and the Maryland Bar Foundation. I maintain an AV Preeminent peer rating from Martindale-Hubbell and am listed in *SuperLawyers*, *Best Lawyers*, and *The National Trial Lawyers: Top 100*. I was named 2024 “Lawyer of the Year” in Mass Tort Litigation/Class Actions for Baltimore by *Best Lawyers*.

3. I have been certified as Class Counsel, including lead counsel, in numerous class actions involving consumer rights, including *Edge v. Stillman Law Office, LLC, et al.*, Case No. 8:21-cv-02813 (D.Md.); *Headen v. Conservice, LLC*, Case No. CAL20-19314 (Cir. Ct. Pr. George’s Co.); *Cottom v. North State Finance, LLC*, Case No. 24C19005874 (Cir. Ct. Balt. City); *Hale v. Mariner Finance, LLC*, Case No. 24C18000053 (Cir. Ct. Balt. City); *Lendmark Financial Services, LLC v. Cruz*, Case No. 24C17000109 (Cir. Ct. Balt. City); *Alewine v. Click Notices, Inc.*, Case No. 24C17005375 (Cir. Ct. Balt. City); *Guy v. Apartment Services, Inc.*, Case No. 03C17006385 (Cir. Ct. Balt. County); *Yang v. G&C Gulf, Inc.*, Case No. 403885V (Cir. Ct. Mont. Co.); *Bogdan v. Rams Head at Baltimore, LLC*, Case No. 24-C-14-001369 (Cir. Ct. Balt. City); *Decohen v. Abbassi, LLC*, 299 F.R.D. 469 (D.Md. 2014); *Smith v. Ace Motor Acceptance Corp.*, Case No. 1:12-cv-02149-JKS (D. Md.); *Baker v. Antwerpen Motorcars Ltd., et al.*, Case No. 03-C-12-004806 (Cir. Ct. Balt. Co.); *Rogers v. Criswell Chevrolet, Inc., et al.*, Case No. 356716V (Cir. Ct. Mont. Co.); *Schmidt, et al. v. Redwood Capital, Inc.*, Case No. 03-C-11010442 (Cir. Ct. Balt. Co.); *Ripple, et al. v. First United Bank & Trust*, Case No. 354631V (Cir. Ct. Mont. Co.); *Wuerstlin v. Sandy Spring Bank*, Case No. 335030V (Cir. Ct. Mont. Co.); *Jones v. Pohanka Auto North, Inc., et al.*, Case No. 316574V (Cir. Ct. Mont. Co.); *Butler v. C&F Finance Co.*, Case No. 03-C-09002127 (Cir. Ct. Balt. Co.); *Cooper v. United Auto Credit Corp.*, Case No. 03-C-09-000477 (Cir. Ct. Balt. Co.); *Brittingham v. Wells Fargo Home Mortgage*, Civil No. 1:09-cv-00826-WMN (D. Md.); *Watts*

*v. Capital One Auto Finance, Inc.*, Civil Action No. 09-CV-826-WMN (D. Md.); *Shelton v. Crescent Bank & Trust*, Civil No. 1:08-cv-01799-RDB (D. Md.); *Hankins v. CarMax, Inc.*, Case No. 03-C-07-005893 (Cir. Ct. Balt. Co.); *Langley v. Triad Financial Corp.*, Case No. 24-C-06-007959 (Cir. Ct. Balt. City); *Triad Capital Corp. v. Madden*, Case No. 24-C-06006310 (Cir. Ct. Balt. City); *Crowder v. Americredit Financial Services, Inc.*, Civil No. 1:06-cv707-JFM (D. Md.); *Benway v. Resource Real Estate Services, LLC, et al.*, Civil Action No. 1:05-cv-3250-WMN (D. Md.); *Ferrell v. JK III*, Case No. 13-C-03-56836 (Cir. Ct. How. Co.); *Robinson v. Fountainhead Title Group Corp.*, Civil No. 03-cv-03106-WMN (D. Md.); and *Taylor v. Wells Fargo Home Mortgage*, Case No. 24-C-02-001635 (Cir. Ct. Balt. City). I have been counsel in more than 40 published and officially reported trial and appellate decisions in state and federal courts involving consumer claims.

4. My co-counsel in this case is Martin E. Wolf.

**Martin E. Wolf**

5. Martin E. Wolf is also a principal of Gordon, Wolf & Carney, Chtd. Mr. Wolf received his J.D. from the University of Maryland School of Law in 1991, where he was a member of the National Moot Court Team. He received his B.A. from the Johns Hopkins University in 1980. Mr. Wolf is a member of the state and federal bars of Maryland and also a member of the bars of the United States Supreme Court, the Second, Third, Fourth, Sixth, Eleventh and Federal Circuits of the United States Courts of Appeals, the United States Court of Federal Claims, and the United States District Court for the Northern District of Ohio.

6. After graduating from law school, Mr. Wolf worked as an associate attorney at Piper & Marbury LLP (now DLA Piper USA) in Baltimore, Maryland. He represented clients in complex litigation and regulatory matters in state and federal courts, and before the Maryland

Public Service Commission. He was also an adjunct professor at the University of Maryland School of Law where he taught Appellate Advocacy. Mr. Wolf was named 2009 Trial Lawyer of the Year by the Maryland Association for Justice. He is listed in *Best Lawyers in America*, *Who's Who in America*, *Who's Who in American Law*, *SuperLawyers* and has received an AV-Preeminent peer rating from Martindale-Hubbell.

7. A substantial amount of Mr. Wolf's professional career has been concentrated in representing plaintiffs in class actions. For example, he has served as counsel in class actions in both State and Federal Court including the following: *Scott v. Cricket Communications, LLC*, Case No. 24C15004918 (Cir. Ct. Balt. City); *Bogdan v. Rams Head at Baltimore, LLC*, Case No. 24-C-14-001369 (Cir. Ct. Balt. City); *Smith v. Ace Motor Acceptance Corp.*, Case No. 1:12-cv-02149-JKS (D.Md.); *Stillmock v. Weis Markets, Inc.*, Case No. 1:07-cv-01342-MJG (D. Md.); *Riemer v. Columbia Medical Plan, Inc.*, Civil No. 13-C-96-31528 (Cir. Ct. How. Co.); *Singh v. Prudential Healthcare*, Civil No. AW-00-CV-2168 (D. Md.); *Balthrop v. Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.*, Civil No. 211347 (Cir. Ct. Mont. Co.); *McKandes v. CareFirst Blue Cross/Blue Shield*, Civil No. AW-04-CV-743 (D. Md.); *Popoola v. Optimum Choice, Inc.*, Civil No. 03-CV-03653 (D. Md.); *Jones v. Equicredit*, Civil No. 24-C-02-00572 (Cir. Ct. Balt. City); *Crowder v. Americredit Financial Services, Inc.*, Civil No. 1:06-cv707 JFM (D. Md.); *Triad Capital Corp. v. Madden*, Case No. 24-C-06006310 (Cir. Ct. Balt. City); *Shelton v. Crescent Bank & Trust*, Civil No.: 1:08-cv-01799-RDB (D. Md.); *Watts v. Capital One Auto Finance, Inc.*, Civil Action No. WMN 09-CV-826 (D. Md.); and *Butler v. C&F Finance Co.*, Case No. 03-C-09002127 (Cir. Ct. Balt. Co.).

8. In the present case, I have served as lead counsel and have been responsible for all aspects of the case, including investigating the underlying facts of the case, framing the causes of

action, and drafting pleadings, motions and briefs. I have been involved in all strategy decisions involving the litigation. In the course of preparing this case before filing, I reviewed numerous documents relevant to the issues raised in the Complaint, conducted extensive informal discovery, conducted extensive legal research into the applicable law, and interviewed potential class members and persons with knowledge of the practices at issue in this lawsuit.

9. Through my investigation I determined that numerous Maryland tenants had received bills for utilities from RealPage Utility Management, Inc. (“RUM”), when RUM had never been licensed as a collection agency in Maryland, and when those bills imposed “Administrative Service Fees” which I determined were fees imposed for RUM’s unlicensed activity as a collection agency. Through my review of RUM’s bills, and investigation of its practices, I determined that collections communications which charged administration fees had been sent in RUM’s name to many tenants and through materially identical means.

10. Following my investigation, and in consultation with the Representative Plaintiff, Paul Moore, I researched and drafted the original Complaint. *See* ECF No. 6 (the “Original Complaint”). That Complaint alleged that the Maryland Collection Agency Licensing Act, Md. Code Ann., Bus. Reg. §§ 7-101 et seq. (“MCALA”) required RUM to be licensed as a collection agency when it was sending utility bills to Representative Plaintiff and other tenants, that RUM was not licensed as required, and that by imposing administration fees on Representative Plaintiff and other tenants for its unlicensed activity, RUM damaged Representative Plaintiff and other tenants. In addition, the Original Complaint included claims asserting that RUM’s activities in allocating energy charges to tenants in its bills violated Md. Code Ann., Pub. Util. § 7-304. As a result, Representative Plaintiff alleged that RUM violated the Maryland Consumer Debt

Collection Act (“MCDCA”), Md. Code Ann., Com. Law §§ 14-201 et seq., the Maryland Consumer Protection Act (“MCPA”), Md. Code Ann., Com. Law §§ 13-101 et seq., and was liable in money had and received, negligence, and unjust enrichment. The Original Complaint also demanded a declaratory judgment establishing the rights of the parties. The Original Complaint was filed in the Circuit Court for Montgomery County on February 26, 2020.

11. RUM removed this case to this Court on April 9, 2020, and notified the Court that it intended to file a motion to dismiss challenging 1) Representative Plaintiff’s energy allocation claims; and, 2) the negligence claim. *See* ECF No. 11. Representative Plaintiff, through Class Counsel, responded by moving to certify a legal question concerning RUM’s energy allocation argument to the Maryland Court of Appeals (as it was then known). *See* ECF No. 15. The Court ultimately granted the Representative Plaintiff’s motion and certified a question to the state court. *See* ECF Nos. 25 & 28. The certified question was answered in a reported decision dated November 30, 2021. *See Moore v. RealPage Util. Mgmt., Inc.*, 476 Md. 501, 264 A.3d 700 (2021).

12. Although *Moore* resolved the certified question in Representative Plaintiff’s favor, Representative Plaintiff in consultation with Class Counsel determined that the Court of Appeals’ interpretation of the statute warranted an amendment to the complaint to remove the claims based upon the energy allocation statute. Accordingly, Plaintiff filed an Amended Complaint on January 7, 2022, which also removed the negligence claim. *See* ECF No. 32 (the “Amended Complaint”). RUM filed an Answer on February 11, 2022. *See* ECF No. 33.

13. Also in early 2022, the parties commenced discussions concerning settlement of the claims in the Amended Complaint. I advocated for the parties to pursue settlement negotiations early in this litigation, and the parties agreed to retain a private mediator, the Hon. Ronald B.

Rubin (Ret.) to assist them and supervise the negotiations.

14. Judge Rubin conducted a mediation session on May 31, 2022, another session on June 9, 2022, and the parties continued negotiations supervised by Judge Rubin through July, 2022.

15. Then, the parties reached an impasse in their negotiations, and RUM filed a motion for judgment on the pleadings. *See* ECF No. 59. The parties fully briefed the motion for judgment on the pleadings, which the Court denied in a decision dated March 22, 2023. *See Moore v. RealPage Util. Mgmt. Inc.*, No. 8:20-CV-00927-PX, 2023 WL 2599571, at \*1 (D. Md. Mar. 22, 2023).

16. Following the Court's decision, the parties resumed mediation on May 2, 2023, and engaged in additional negotiations with Judge Rubin following mediation which were ultimately successful and resulted in the Settlement Agreement.

17. Settlement discussions and mediation in this case were a lengthy and arduous, but ultimately successful, process. RUM provided substantial information bearing on the claims of the Representative and other Settlement Class members both in preparation for, and during, these mediation negotiations. Class Counsel and RUM exchanged relevant and necessary informal discovery and information relating to their respective positions and relating to the proposed Settlement Class and the claims asserted in the Amended Complaint. After settlement was reached, Class Counsel worked diligently and cooperatively with Settling Defendants' counsel to draft the Agreement – a process which was itself lengthy and arduous and involved numerous drafts of the Agreement, substantial give-and-take between the parties, and additional negotiations to reach consensus on disputed points.

18. The mediations and settlement negotiations were respectful but adversarial. The



negotiations were lengthy, non-collusive, and conducted at arm's-length, and were characterized by substantial compromise on both sides and mutual give-and-take. The arms-length mediations and settlement negotiations supervised by Judge Rubin culminated in the Settlement Agreement, which provides substantial relief for the Settlement Class.

19. In light of my experience in consumer class action litigation and settlement, and my familiarity with this litigation, the benefits to be provided to Settlement Class members as a result of the Settlement Agreement, and the negotiations leading to the settlement, I strongly recommend the Court's approval of the Settlement Agreement as fair, reasonable and adequate to Settlement Class members.

20. If this case were to proceed to trial, I anticipate that the trial would take approximately two weeks. The expense of taking this case through trial would have been considerable. A substantial amount of additional formal discovery (including many important depositions) and extensive motion practice would have to be completed. Trial preparation would require great effort and expense. Both the Class and RUM would have incurred substantial expenses – and the Class' expenses would have detracted from any eventual judgment amount.

21. Payment for Class Counsel's work performed on this case is entirely contingent on success, and Class Counsel was retained by Representative Plaintiff under a contingent fee agreement. In the event of failure, Class Counsel would receive nothing for their services. The risk of loss in this case was high, as the legal and factual issues presented in this case are novel.

22. Class Counsel have coordinated their efforts in this case with the Class Representative, Paul Moore, who contacted Class Counsel concerning his experiences with the RUM's practices, and initiated this litigation which has resulted in substantial proposed benefits to

many similarly situated Marylanders. Mr. Moore has demonstrated his dedication to this case during the four years it has been litigated, he has consulted with Class Counsel many times about his experiences, the facts of this case, litigation strategy and progress, and the proposed settlement. Mr. Moore provided detailed information and documents to Class Counsel about the issues presented in this case and took the time to understand and approve litigation and settlement strategy. Mr. Moore assisted with preparing the Original Complaint and Amended Complaint and reviewed and approved each of those pleadings. He lent his individual and personal name and circumstances to the case and obtained an excellent proposed result for the numerous absent Settlement Class members. He was prepared to testify at deposition and trial if necessary.

23. Other than the above-captioned case, I am unaware of any other litigation concerning RUM and the controversy in this case which has already been commenced by members of the proposed Settlement Class, or anyone else.

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

A handwritten signature in blue ink, appearing to read "Benjamin H. Carney", written in a cursive style.

Signed on January 5, 2024

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Benjamin H. Carney

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# CONTINENTAL DATALOGIX

www.continentaldlx.com

## Document Review and Design

- Settlement Agreement and other relevant documents
- Class Notices and Claim Form
- Publication Notice

## Coordinate Notice Mailing and Emailing

- Obtain class list, update mailing and email addresses
- Arrange for the publication of a summary notice

## Website Development

- Online claim filing platform development
- Post all case related documents
- Allow for class member inquiries via email

## Claim Form Processing

- Develop customized claim database
- Review all claims pursuant to settlement terms
- Correspond with class members

## Prepare Required Reports for Counsel

- Affidavits / Declarations
- Summarization of activity in the Settlement Fund
- Submit all exclusion requests and objections to counsel and the Court

## Distribution to the Class

- Calculate class member payment amounts
- Coordinate with bank and printer
- Locate class members with uncashed checks
- Search for updated addresses

## Post Distribution

- Tax filings
- Bank Reconciliations
- Check Reissues
- Disposition of remaining funds

## EXPERIENCE: POWER OF KNOWLEDGE

CDLX provides class action services nationwide from our suburban Philadelphia headquarters. With over 40 years of experience, our leadership team has specialized in providing notice and administration solutions to the legal community throughout the country. Drawing on our knowledge and capability, we strive to obtain a complete understanding of your needs, offer suggestions to make the process more efficient and cost effective, and provide customized solutions for every situation.

Through the years, we have successfully administered various projects involving product liability, antitrust, consumer products, employment law, credit reporting, debt collection, and financial and securities cases. Knowing that each one of these is distinct and different, we understand that each engagement does not fit into the same template.

## OUR SERVICES

The CDLX team offers a full range of services which can be tailored to fit the needs of any engagement:

**Legal Notification  
Data Management**

**Communications  
Claims Management**

**Distribution  
Tax Services**

## WHY WORK WITH US

- **Comprehensive Case Management**
  - Our management team has the knowledge and hands-on experience that clients rely on. Having developed proprietary platforms, we are able to provide solutions that are tailored to each engagement, whether for 75 class members or 20 million class members.
- **Unconventional Focus**
  - Our focus on technological innovation along with our extensive experience results in a powerful combination that is valued by our clients.
- **Established Efficiency**
  - By understanding the price-driven nature of class action administration services, CDLX executes operational efficiency to realize cost savings and maximize benefits to the class.
- **Trusted Partner**
  - CDLX prides itself on being a transparent partner for every client from the proposal phase through the final reconciliation report. Our goal is to deliver superior performance for every client.

## MANAGEMENT TEAM

CDLX is motivated on meeting your needs and delivering results. By utilizing the resources of our experienced team, we are able to guarantee the quality of all our work.



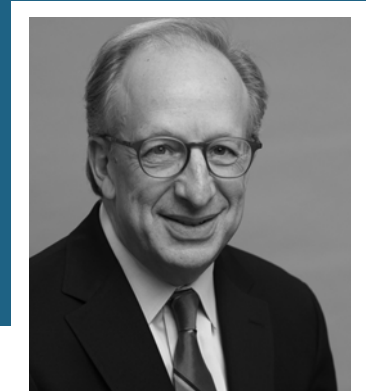
## Frank Barkan

Continental DataLogix LLC

📞 215.327.4997

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📍 Lansdale, Pennsylvania



## Summary of Experience

Frank Barkan provides class action administration services to attorneys across the country. Frank has practiced public accounting for more than 40 years and has been involved in all aspects of the administration of class action settlements since 1980. With over four decades of experience working at RSM, Frank has taken his extensive knowledge and expertise to start the boutique firm Continental DataLogix in 2021.

Frank, a Partner at Continental DataLogix, administers various types of class actions including consumer products, credit reporting, employment law, product liability, antitrust and financial and securities matters. Throughout his career, he has been involved in numerous settlements ranging in size from 50 class members to several million. He supervises all aspects of the claims administration process. This includes proposal and affidavit preparation, notice and proof of claim mailing, loss calculations, custom database creation, corresponding with claimants, tax return preparation, final review of claims, and distribution of settlement funds to approved class members.

## Professional Affiliations and Credentials

- Certified Public Accountant
- American Institute of Certified Public Accountants
- Pennsylvania Institute of Certified Public Accountants

## Education

- Master of Accounting, The Ohio State University
- Bachelor of Arts, Economics, Temple University



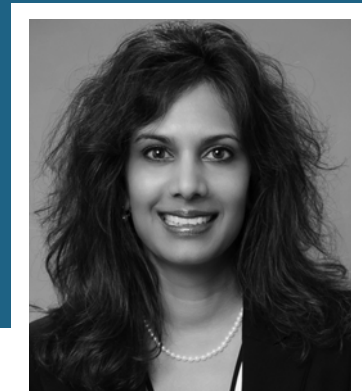
## Sue Mouck

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Lansdale, Pennsylvania



## Summary of Experience

Sue Mouck, a Partner at Continental DataLogix, is an experienced class action claims administration professional with a proven track record of success in managing all aspects of the claims administration process. With over 35 years of expertise spanning across a variety of industries, including consumer products, employment law, product liability, antitrust, and securities matters, Sue has the knowledge and skills necessary to navigate the complex legal and procedural issues involved in class action settlements.

Throughout her career, Sue has demonstrated her ability to manage settlements of all sizes, from those involving a handful of class members to those with millions. She is known for her problem-solving abilities, critical thinking skills, and data expertise, which allow her to analyze complex data sets and develop innovative solutions to settlement administration challenges. Sue's strong attention to detail and ability to work under tight deadlines ensure that settlements are executed efficiently and effectively while protecting the interests of all parties involved.

As a class action claims administration professional, Sue is committed to providing her clients with strategic guidance and collaborating with legal teams and other stakeholders to ensure that settlements are managed with the utmost professionalism and efficiency. Her expertise in database management, website development and design, and tax return preparation enables her to provide comprehensive services to clients throughout the settlement administration process.

## Education

- Master of Business Administration, Accounting, St. Joseph's University
- Bachelor of Science, Finance, Pennsylvania State University



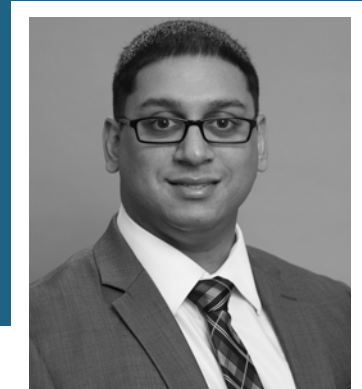
## Ritesh Patel

Continental DataLogix LLC

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✉️ [ritesh.patel@continentaldlx.com](mailto:ritesh.patel@continentaldlx.com)

📍 Lansdale, Pennsylvania



## Summary of Experience

Ritesh Patel is a highly experienced class action settlement administrator, currently serving as Partner of Continental DataLogix. With over 19 years of experience in the industry, he has extensive knowledge and expertise in managing all aspects of the claims administration process, ranging from proposal and declaration preparation to distribution of funds.

Throughout his career, Ritesh has demonstrated his ability to handle a wide variety of class action settlements, from those involving only 50 class members to those with several million. His areas of specialization include consumer products, credit reporting, employment law, product liability, antitrust, and securities matters.

Ritesh is known for his problem-solving abilities, critical thinking skills, and data expertise, which enable him to analyze complex data sets and develop innovative solutions to settlement administration challenges. Ritesh's extensive experience has given him a deep understanding of the complex legal and procedural issues involved in class action settlements. His strong attention to detail and ability to work under tight deadlines ensure that settlements are executed efficiently and effectively, while protecting the interests of all parties involved.

As a Partner at Continental DataLogix, Ritesh is responsible for providing strategic guidance to clients and collaborating with legal teams and other stakeholders to ensure that settlements are managed with the utmost professionalism and efficiency. His expertise in database management, website development and design, and tax return preparation enables him to provide comprehensive services to clients throughout the settlement administration process.

## Education

- Bachelor of Science, Finance, Drexel University

## Case Experience

|  |   |
|--|---|
| A.R., et al. v. City of Philadelphia, et al.                               | Court of Common. Pleas, Phila. County, Pennsylvania |
| Abbas v. Early Warning Services, LLC                                       | USDC, D. Az.  |
| Advanced Neuromodulation Systems   | USDC, Eastern District of Texas                     |
| Advanced Systems, Inc.   | USDC, Northern District of Illinois                 |
| Airlines Anti-trust  | USDC, Northern District of Georgia                  |
| Air Products   | USDC, Eastern District Pennsylvania                 |
| Alabama By-Products  | State of Delaware Court of Chancery                 |
| Alfin  | USDC, Southern District of New York                 |
| Allegheny Beverage   | USDC, District of Maryland                          |
| Amboy Bancorp  | Superior Court of New Jersey Chancery Division      |
| American Express   | USDC, Southern District New York                    |
| American Medical   | Superior Court of California                        |
| Amerifirst Bank  | USDC, Southern District Florida                     |
| ARCS Mortgage  | Superior Court of California                        |
| Armada Securities  | USDC, Eastern District Michigan                     |
| Avandia Settlement   | Ill Twentieth Jud. Cir. Ct., St Clair Cty.          |
| Bally Shareholder  | USDC, District of New Jersey                        |
| BankAmerica Sec.   | USDC, Central District California                   |
| BankTech   | State of Delaware Court of Chancery                 |
| Baptist Estates  | USDC, Eastern District Pennsylvania                 |
| Barnes v. Fleet National Bank Settlement                                   | USDC, District of Massachusetts                     |
| BEACH v. AHFCU   | USDC, E.D. Pa.                                      |
| Beneficial Securities  | SDC, District of Delaware                           |
| Bernetich, Hatzell & Pascu, LLC vs. Medical<br>Records Online Inc.         | Super. Ct. NJ, Camden Cty.                          |
| Best Lock Corp   | State of Delaware Court of Chancery                 |
| Bishop's Glen Bondholder   | SDC, Middle District Florida                        |
| Bolar Securities   | SDC, Eastern District Pennsylvania                  |
| Brady, et al. v. Air Line Pilots Association,<br>International             | USDC, D. N.J.                                       |
| Broadview Financial  | USDC, Northern District Ohio                        |
| Burke v. Seterus, Inc.   | USDC, E.D. Va.                                      |
| C.I. Realty Investors  | USDC, Southern District New York                    |
| C & S Sovran   | USDC, Northern District Georgia                     |
| Campos-Carranza v. Credit Plus, Inc.                                       | USDC, E.D. Va.                                      |
| Carenetwork  | USDC, Eastern District Wisconsin                    |
| Carolyn Witt, et al. v. CoreLogic National<br>Background Data, LLC, et al. | USDC, E.D. Va.                                      |
| Ceccone v. Equifax Information Services, LLC                               | USDC, D. Col.                                       |
| Charter Securities   | USDC, District of Georgia, Macon                    |
| Cherry Hill Toyota, Inc.   | USDC, District of New Jersey                        |
| Cineplex   | USDC, Central District California                   |
| City of Philadelphia   | Court of Common Pleas, Phila. County, Pennsylvania  |
| Clark v. Trans Union, LLC  | USDC, E.D. Va.                                      |



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|---|---|
| Coast Securities  | USDC, Middle District of Florida – Tampa Division |
| Coldata Inc   | USDC, Western District of Texas – Austin Division |
| Commonwealth Savings                                      | SDC, Southern District Florida                    |
| Concord Camera Corp                                       | USDC, Southern District of Florida                |
| Continental Group   | USDC, District of New Jersey                      |
| Continental Illinois                                      | USDC, Northern District Illinois                  |
| Continental Midlantic                                     | USDC, Eastern District Pennsylvania               |
| Copper Water Tubing Antitrust                             | USDC, Eastern District Pennsylvania               |
| Corporate Software  | State of Delaware Court of Chancery               |
| Craddock v. Hayt, Hayt & Landau                           | USDC, District of New Jersey                      |
| Craftmatic  | USDC, Eastern District Pennsylvania               |
| Criimi Mae  | Circuit Court Montgomery Co., MD                  |
| Crowley Maritime  | State of Delaware Court of Chancery               |
| Cytogen Corporation                                       | USDC, District of New Jersey                      |
| DBA Securities  | USDC, Middle District Florida                     |
| Dime Savings Bank   | USDC, Eastern District New York                   |
| Disney  | USDC, Southern District New York                  |
| Diversified Investment                                    | USDC, Eastern District Pennsylvania               |
| Donna K. Soutter v. TransUnion, LLC                       | USDC, E.D. Va.                                    |
| Duquesne Light Company                                    | USDC, Western District Pennsylvania               |
| Durand v. Allmerica Class Settlement                      | USDC, W.D. Ky.                                    |
| Dycom   | USDC, Southern District Florida                   |
| Edward Montgomery v. Erickson, Inc., et al.               | Chancery Ct., De.                                 |
| Empire Shareholder  | USDC, Western District New York                   |
| Enserch   | State of Delaware Court of Chancery               |
| Ensource Securities                                       | USDC, District of Colorado                        |
| Fiddler's Woods Bondholder                                | USDC, Eastern District Pennsylvania               |
| Fidelity Federal Bank and Trust                           | USDC, Southern District of Florida                |
| Firestone Tire & Rubber                                   | USDC, Northern District Ohio                      |
| First American Bank                                       | USDC, Southern District Florida                   |
| First Interstate  | USDC, Central District California                 |
| FirstEastern  | USDC, Eastern District Pennsylvania               |
| First People's  | USDC, District of New Jersey                      |
| Fleet National Bank                                       | USDC, District of Massachusetts                   |
| Flores v. Express Personnel                               | USDC, E.D. Pa.                                    |
| Florida Power & Light                                     | USDC, Southern District Florida                   |
| Fogelman Mortgage   | USDC, Eastern District New York                   |
| Freckleton v. Target Settlement                           | USDC, D. Maryland                                 |
| Frigitronics, Revlon                                      | USDC, Southern District New York                  |
| GDV, Inc.   | State of Delaware Court of Chancery               |
| General Nutrition   | USDC, Western District Pennsylvania               |
| Giddiens v. First Advantage LNS Screening Solutions, Inc. | USDC, E.D. Pa.                                    |
| Glendale Federal Bank                                     | Superior Court of California, Orange County       |
| Goldome Securities  | USDC, Southern District New York                  |
| Granada 4   | DC, Harris County, TX                             |
| Greenwich Securities                                      | USDC, Eastern District Pennsylvania               |
| Greer v. Shapiro  | USDC, Eastern District of Pennsylvania            |

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| Gustafson's Dairy   | USDC, Middle District of Florida – Tampa Division                    |
| Hans v. Tharaldson  | USDC, D. N.D.  |
| Henderson v. First Advantage Background Services Corp.                        | USDC, E.D. Va.   |
| Hercules  | USDC, District of Delaware   |
| Hines, et al. v. CoreLogic National Background Data, LLC                      | USDC, E.D. Va.   |
| Home Unity Savings  | USDC, Eastern District Pennsylvania                                  |
| Insurance Management Solutions Group  | USDC, Middle District of Florida                                     |
| Iowa Indirect Vitamin Products Settlements                                    | Iowa District Court for Carroll County                               |
| Jos. A. Bank Securities   | USDC, District of Maryland   |
| Kenrich Corporation   | State of Delaware Court of Chancery                                  |
| KTI, Inc.   | USDC, District of New Jersey   |
| L.A. Fitness Settlement   | USDC, Eastern District of Pennsylvania                               |
| Larson and Miller v. Trans Union LLC  | USDC, N.D. Cal.  |
| Little v. Kia Motors America, Inc.  | Super. Ct. NJ, Union Cty.  |
| Louisville Bedding Company Litigation   | Chancery Ct., De.  |
| Magma Copper  | USDC, District of Arizona  |
| McClendon v. The Continental Group  | USDC of New Jersey   |
| McNulty and Erzar v. H&R Block, et al.  | Court of Common Pleas, Lackawanna County, Pennsylvania               |
| Medical Staffing Network Holdings   | USDC, Southern District of Florida                                   |
| Mellon Bank Securities  | USDC, Western District Pennsylvania                                  |
| Mendez Fuel Holdings 3, LLC v. Southern Waste Systems, LLC d/b/a Sun Disposal | Cir. Ct. Miami, Fla., Miami-Dade Cty.                                |
| Mercedes-Benz   | USDC, District of New Jersey   |
| MGM Grand   | State of Delaware Court of Chancery                                  |
| MGM Pathe   | USDC, Central District of California                                 |
| ML Lee  | USDC, District of Delaware   |
| MNC Financial   | USDC, District of Maryland   |
| Moody v. Turner   | USDC, Southern District of Ohio, Western Division                    |
| Nasdaq Market-Makers Antitrust  | USDC, Southern District of New York                                  |
| Newpark Resources   | USDC, Eastern District of Louisiana – New Orleans                    |
| Nicolet Instrument  | USDC, Western District Wisconsin                                     |
| Nutri/System, Inc.  | USDC, Eastern District Pennsylvania                                  |
| Odimo Inc.  | Broward County, Florida, Circuit Court                               |
| Optical Cable Corp  | USDC, Western District of Virginia                                   |
| Osberg v. Foot Locker Litigation  | USDC, S.D. NY.   |
| Paramount Packaging   | State of Delaware Court of Chancery                                  |
| Patel v. Trans Union LLC and Trans Union Rental Screening Solutions, Inc.     | USDC, N.D. Cal.  |
| Pavane/First American   | USDC, Southern District Florida                                      |
| Pennsylvania Life & Health Insurance Guaranty Association                     | Court of Common Pleas, City and County of Philadelphia, Pennsylvania |
| People's Express Airline  | USDC, District of New Jersey   |
| Perfumania  | USDC, Southern District Florida                                      |
| PNC Financial Services Group  | USDC, Western District of Pennsylvania                               |
| Polifly Financial   | USDC, District of New Jersey   |
| Pressure Sensitive Labelstock Antitrust                                       | USDC, Middle District of Pennsylvania                                |

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| Public Service of NH   | USDC, District of New Jersey                       |
| Ramirez v. TransUnion, LLC                                     | USDC, N.D. Cal.                                    |
| Red Hat Securities   | USDC, Eastern District of North Carolina           |
| Rent-A-Center Inc. v. State of Wisconsin Department of Justice | State of Wisconsin, Circuit Court                  |
| Rent-A-Center of America, Inc.                                 | USDC, Eastern District of Pennsylvania             |
| Rent-A-Center, Inc.  | Superior Court of New Jersey Law Division          |
| Restaurant Associates  | State of Delaware Court of Chancery                |
| Roberts v. Fleet Bank (R.I.), N.A.                             | USDC, Eastern District Pennsylvania                |
| Roe, et al. v. Intellicorp Records, Inc.                       | USDC, N.D. Ohio                                    |
| Rougvie v. Ascena Retail Group                                 | USDC, E.D. Pa.                                     |
| Royal Bank   | Court of Common Pleas, Mont. Co., PA               |
| Royal Regency Bondholder                                       | USDC, Northern District Georgia                    |
| Royce Laboratories   | USDC, Southern District Florida                    |
| Russell et al. v. United States                                | US Ct. of Federal Claims                           |
| Ryals v HireRight Solutions, Inc.                              | USDC, Eastern District of Virginia                 |
| Satterfield et al. v. Simon & Schuster, Inc. et al.            | USDC, Northern District of California              |
| Saw Creek  | USDC, Eastern District Pennsylvania                |
| Scott Paper  | USDC, Eastern District Pennsylvania                |
| SEC v. PaineWebber   | USDC, Southern District of New York                |
| Security Pacific   | USDC, Central District California                  |
| Sheffield  | USDC, Southern District Florida                    |
| Shell Petroleum, Inc.  | State of Delaware Court of Chancery                |
| Smith Settlement   | State of Wisconsin Circuit Court, Milwaukee County |
| Smith v. Harbor Freight Tools USA, Inc.                        | USDC, C.D. Cal.                                    |
| Southeast Bank   | USDC, Southern District of Florida                 |
| Southern Company   | State of Delaware Court of Chancery                |
| Soutter v. Equifax Information Services, LLC                   | USDC, E.D. Va.                                     |
| Steele v. Pergo, Inc.  | USDC, District of Oregon                           |
| Steve Ferrari et al v. Autobahn, Inc., et al                   | USDC, N.D. Cal.                                    |
| Storage Technology   | USDC, District of Colorado                         |
| Sunrise Securities   | USDC, Eastern District Pennsylvania                |
| Superconductor Technologies                                    | USDC, Central District of California               |
| Synergen   | USDC, District of Colorado                         |
| TECO Energy  | USDC, Middle District of Florida                   |
| Telecommunications, Inc.                                       | State of Delaware Court of Chancery                |
| Thomas v. Backgroundchecks.com Settlement                      | USDC, E.D. Va.                                     |
| Thomas v. FTS USA, LLC, et al.                                 | USDC, E.D. Va.                                     |
| Thoratec Corp  | USDC, Northern District of California-San Jose     |
| TomoTherapy Securities   | USDC, Western District of Wisconsin                |
| Tri-Star Pictures  | State of Delaware Court of Chancery                |
| Trustcorp Securities   | USDC, Northern District Ohio                       |
| TSO Financial  | USDC, Eastern District Pennsylvania                |
| Tyrone Henderson et al. v. Trans Union, LLC, et al.            | USDC, E.D. Va.                                     |
| Uniroyal   | USDC, Eastern District Pennsylvania                |
| Unisys Securities  | USDC, Eastern District Pennsylvania                |
| UOP, Inc.  | State of Delaware Court of Chancery                |
| Upjohn Securities  | USDC, Eastern District Pennsylvania                |

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| US Unwired Securities                                     | USDC, Eastern District of Louisiana                    |
| UXP Securities  | USDC, Central District of California                   |
| Valley National   | USDC, District of Arizona                              |
| Washington Bancorporation                                 | USDC, District of Columbia                             |
| Watson, et al v. Prestige Delivery Systems,<br>LLC, et al | Court of Common Pleas., Allegheny County, Pennsylvania |
| Wetterau Securities                                       | USDC, Eastern District Missouri                        |
| Wheels Antitrust  | USDC, Eastern District Pennsylvania                    |
| Winchell's Donuts   | State of Delaware Court of Chancery                    |
| Wometco   | State of Delaware Court of Chancery                    |
| Wood, et al. v. Sunwest Bank, et al.                      | Super. Ct. Cal., Los Angeles Cty.                      |
| Worldwide Corporation                                     | State of Delaware Court of Chancery                    |
| Young's Market  | State of Delaware Court of Chancery                    |
| Zondervan Securities                                      | USDC, Western District Michigan                        |

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
*Southern Division*

**PAUL MOORE,**

\*

**Plaintiff,**

\*

**v.**

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**REALPAGE UTILITY  
MANAGEMENT, INC.,**

\*

**Case No.: 8:20-CV-00927-PX**

\*

Hon. Paula Xinis

**Defendant.**

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**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 proposed Settlement Agreement (the “Agreement”) in this case relating to claims raised by the Plaintiff, Paul Moore (“Representative Plaintiff”) against Defendant RealPage Utility Management, Inc. (“RUM” or “Defendant”), and upon application of the parties with good cause appearing, THIS COURT FINDS and ORDERS as follows:

1. The terms of the Agreement, and the Settlement provided for therein, are preliminarily approved as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e)(1)(B), subject to further consideration thereof at the Settlement Hearing described at Paragraph 16 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 only and without prejudice to RUM’s right to contest class certification in the event that the proposed Settlement is not fully implemented, the Court

hereby certifies the following class (“Settlement Class”) in accordance with the Agreement, and pursuant to Fed. R. Civ. P. 23(a) & (b)(3) & (e)(1)(B), subject to further consideration thereof at the Settlement Hearing described at Paragraph 16 of this Order:

All persons to whom RUM sent a monthly statement pertaining to utility usage concerning a Maryland residence, which included an administration fee, during the Class Period.

4. The Settlement Class excludes all employees, officers and directors of RUM, and all employees of the Court.

5. For settlement purposes only and without prejudice to RUM’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 the prerequisites of Fed. R. Civ. P. 23(a) & (b)(3) have been satisfied. In particular, pursuant to the Agreement, and for Settlement purposes only, the Court finds as to the Settlement Class that:

a. As RUM has certified in the Agreement that thousands of persons are Settlement Class members, and as RUM has agreed to provide a Class List identifying Settlement Class members, the Class is ascertainable and so numerous that joinder of all members is impracticable (Fed. R. Civ. P. 23(b)(1));

b. There are questions of law or fact common to the Settlement Class, including whether RUM’s alleged actions in sending monthly statements to Settlement Class Members which included charges for administrative fees constituted conducting a collection agency business under the Maryland Collection Agency Licensing Act, Md. Bus. Reg. § 7-101 *et seq.* and violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201 *et seq.* (Fed. R. Civ. P. 23(a)(2));

c. The claims of the Representative Plaintiff are typical of the claims of the Settlement Class that Representative Plaintiff seeks to certify, as Representative Plaintiff's claims center on the same facts and legal theories which are central to Settlement Class Members' claims (Fed. R. Civ. P. 23(a)(3)); and

d. Representative Plaintiff and his counsel will protect the interests of the Settlement Class fairly and adequately, as no conflict of interest between the Representative Plaintiff and the Settlement Class has been shown, and he has retained counsel experienced in class action litigation (Fed. R. Civ. P. 23(a)(4).

For settlement purposes only and without prejudice to RUM'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 the prerequisites of Fed. R. Civ. P. 23(b)(3) are met, as:

a. The questions of law or fact common to Settlement Class Members, and which are relevant for Settlement purposes, predominate over the questions affecting only individual Settlement Class Members, because the lawsuit and Agreement concern, for all Settlement Class Members, the application of the same statutes to the same facts, including materially similar conduct by RUM in sending monthly statements assessing administrative fees to all Settlement Class Members as a part of Defendant's routine business; and

b. Certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy, because in the absence of class certification, Settlement Class Members would as a practical matter face difficulty in seeking relief for the relatively small individual claims alleged in this lawsuit.

6. The Court finds that settlement class certification is appropriate after considering (A) the interest of members of the class in individually controlling the prosecution of separate actions, (B) the extent and nature of any litigation concerning the controversy already commenced by members of the class, (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum, and (D) the difficulties likely to be encountered in the management of a class action. In particular, the Court finds that individual class members do not have an interest in individually controlling the prosecution of separate actions which weighs against class certification, as such individual actions would be impractical; there is no other litigation concerning this controversy already commenced by members of the class; and that the nature of this class certification as for settlement neutralizes any concerns about litigation in a particular forum, and the manageability of a contested class action.

7. For the purpose of this preliminary approval and all matters relating to the Settlement of this Action, and without prejudice to Defendant's right to contest the appointment of Representative Plaintiff as the representative of the Class 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 Paul Moore shall be the Representative of the Class. The Court appoints the following lawyers as Class Counsel and finds that these counsel meet the requirements of Fed. R. Civ. P. 23(a)(4):

Benjamin H. Carney  
Richard S. Gordon  
GORDON, WOLF & CARNEY, CHTD.  
11350 McCormick Rd.  
Executive Plaza 1, Suite 1000  
Hunt Valley, MD 21031

Benjamin H. Carney is appointed Lead Counsel for the Class.



8. Continental DataLogix LLC is hereby appointed to serve as Settlement Administrator.

9. The Parties and the Settlement Administrator are ordered to carry out the Notice plan described in the Agreement, and, as described in the Agreement, RUM shall provide the Class List to the Settlement Administrator within ten (10) calendar days of the entry of this Order, and the Settlement Administrator shall disseminate Notice to potential Class Members within thirty (30) calendar days of the date of the entry of this Order.

10. Notice to potential Class Members in accordance with the provisions of the Agreement and 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 Fed. R. Civ. P. 23 and due process.

11. Any Class Member wishing to be excluded from the Class shall mail a request for exclusion (“Request for Exclusion” or “Opt-Out”) to the Settlement Administrator, postmarked not later than forty-five (45) calendar days from the Notice Date. 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 intent 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. Upon receipt, the Settlement Administrator shall immediately forward a copy of any Request for Exclusion to Class Counsel and to RUM. 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 herein. The specific date and deadline for requesting exclusion by a Class Member shall be set forth in the Notice.

12. 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 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 Class Counsel and RUM, subject to further Order of the Court if issues of privilege or confidentiality arise. Notice to Class Members shall designate the Settlement Administrator as the person to whom Requests for Exclusion shall be sent.

13. 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.

14. All other events contemplated under the Agreement to occur after this Order and before the hearing described in paragraph 16 shall be governed by the Agreement to the extent not inconsistent with this Order.

15. Memoranda in support of the Settlement, petitions for attorneys' fees and reimbursement of expenses by Representative Plaintiff's counsel, and requests for any Representative Plaintiff's incentive awards shall be filed with the Clerk of the Court on or before 30 days after the entry of this Order.

16. A hearing (the "Settlement Hearing") shall be held before the undersigned at \_\_\_\_ a.m. on \_\_\_\_\_, 2024 [105 days or more from the date this Order is signed] in the U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD

20770 to consider the fairness, reasonableness and adequacy of the proposed Settlement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Representative Plaintiff's counsel, and other related matters. This hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

17. Any Class Member who does not opt-out of the Settlement may 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 support of, or in opposition to, the fairness, reasonableness and adequacy of the proposed Settlement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Representative Plaintiff's counsel, or other related matters. Any Settlement Class Member who has not previously opted-out in accordance with the terms above and may object by filing an objection in writing with the Clerk of Court no later than forty-five (45) days following the Notice Date. Any objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval hearing, either with or without counsel. Any objection must be served on Class Counsel and counsel for RUM at the time it is filed, at the following addresses:

Class Counsel

Benjamin H. Carney  
Gordon, Wolf & Carney, Chtd.  
11350 McCormick Rd.  
Executive Plaza 1, Suite 1000  
Hunt Valley, MD 21031

RUM's Counsel

David M. Gettings, Esq.  
Troutman Pepper Hamilton Sanders LLP  
222 Central Park Ave., Suite 2000  
Virginia Beach, VA 23462

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this paragraph shall not be permitted to object to the approval of the settlement or this Agreement or an award of attorneys' fees or costs by Class Counsel or an incentive award to the Representative Plaintiff and shall be foreclosed from seeking any review of the settlement or the terms of the Agreement or an Order approving the Settlement by appeal or other means.

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

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2024.

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Hon. Paula Xinis  
United States District Judge