

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

PAUL MOORE,

Plaintiff,

v.

REALPAGE UTILITY
MANAGEMENT, INC.,

Defendant.

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

Hon. Paula Xinis

* * * * *

Settlement Agreement

This Settlement Agreement (the “Agreement”) is entered into this 5th day of January, 2024, by Plaintiff Paul Moore (“Representative Plaintiff”), acting individually and on behalf of the Settlement Class defined below, and Defendant RealPage Utility Management, Inc. (“RUM”) (collectively the “Parties”), in the above-captioned lawsuit.

I. RECITALS

1. Representative Plaintiff filed this putative class action lawsuit in the Circuit Court for Montgomery County, Maryland on February 26, 2020 against RUM, which RUM removed to the United States District Court for the District of Maryland, Case No. 8:20-CV-00927 (the “Litigation”).

2. Representative Plaintiff brought this Litigation in part to challenge RUM’s practices in billing Representative Plaintiff and Settlement Class Members, which Representative Plaintiff alleges was improper without a collection agency license under the Maryland Collection Agency Licensing Act.

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.

(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:

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

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.

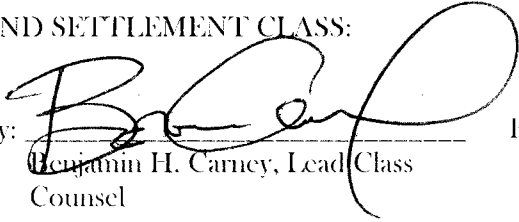
15. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, except any provision which requires payment of funds from RUM or any provision pertaining to a release, the Parties agree that such 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

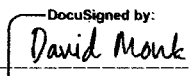
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EXHIBIT 1

**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.

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, 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, 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, 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

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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.

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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, 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, 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, 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](tel:1-866-555-5555) TOLL FREE, OR VISIT WWW.MOORECLASSSETTLEMENT.COM

<p>FILE A CLAIM</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 www.MooreClassSettlement.com or you can ask the Settlement Administrator to mail you a claim form by calling 1-888-555-5555.</p>
<p>DO NOTHING</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>EXCLUDE YOURSELF</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 [Date], as explained herein.</p>
<p>OBJECT</p>	<p>If you have objections, you may write to the Court about why you don't like the settlement.</p>
<p>GO TO A HEARING</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

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BASIC INFORMATION

QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT 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

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 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

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, 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, 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. You may also download a claim form on 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

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

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
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QUESTIONS? CALL **1-866-555-5555** TOLL FREE, OR VISIT 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

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 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.

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. 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

Last Name										First Name										M.I.	

Street Address																				

City										State					5- digit ZIP Code					

E-mail address																				

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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 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