

**IN THE CIRCUIT COURT FOR FREDERICK COUNTY**

KELLY HAGUE, <i>et al.</i>	*	
	*	
Individually and on behalf of a class	*	
of consumers similarly situated	*	
	*	
Plaintiffs	*	
	*	
vs.	*	Civil Action No. 10-C-06-003015
	*	
RICHARD A. BRENNAN, and	*	
THE LAW OFFICES OF RICHARD A.	*	
BRENNAN,	*	
	*	
Defendants.	*	
	*	

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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into on this \_\_\_ day of June 2008 by the Representative Plaintiffs identified herein (acting individually and on behalf of the Class defined below) and Defendants Richard A. Brennan and The Law Offices of Richard A. Brennan (collectively referred to as “LORAB”) in *Hague, et al. v. Richard A. Brennan*, Civil Action No. 10-C-06-003015 (filed on December 6, 2006) (hereafter referred to as “the *Hague* lawsuit”).

**I. RECITALS**

1. The *Hague* lawsuit was filed in the Circuit Court for Frederick County as a class action lawsuit against LORAB by consumers who alleged that they retained or were otherwise referred to LORAB to provide debt management and/or debt settlement services and claimed that said services were not satisfactorily provided, either in whole or in part, and/or claimed that they were owed monies from LORAB as a result of the failure to provide said services.

2. The Complaint filed in the *Hague* lawsuit generally alleges that LORAB failed to make debt payments on behalf of Plaintiffs, failed to negotiate settlement agreements on behalf of Plaintiffs with their creditors, and failed to refund Plaintiffs' funds upon demand.

3. On October 18, 2007, LORAB and others, entered into an Assurance of Discontinuance Agreement ["ADA"] with the Consumer Protection Division, Office of the Attorney General, State of Maryland. In the ADA, LORAB agreed, among other things, to make full restitution to all consumers who sustained financial losses as the result of LORAB's misapplication of or failure to refund client funds. The payments required under the ADA are to be made by LORAB to the State of Maryland for distribution to affected consumers.

4. Consumer complaints arising out of LORAB's debt management and debt settlement businesses have also been filed with the Maryland Attorney Grievance Commission ["AGC"]. LORAB has been, and continues to be, obligated to make restitution payments to consumers in accordance with an agreement between LORAB and the AGC.

5. In the *Hague* lawsuit, the parties conducted extensive research into the applicable law with respect to the claims and defenses and with respect to class certification issues.

6. For the purpose of giving notice of this settlement to Class Members, The Casey Group has been retained for the purpose of compiling a list of known and potential class members, based on its review of LORAB's records, as well as records obtained from third-party sources, including VANCO and Rocky Mountain Bank & Trust. According to the class list compiled by The Casey Group, notice will be issued to approximately 7,600 potential class members. The list is attached hereto as **Exhibit A**.

7. The Parties conducted extensive settlement discussions. These were lengthy, arduous and intense arms-length settlement negotiations, which involved the extensive efforts of (Retired) Judge Steven I. Platt, and The Honorable John H. Tisdale.

8. The Parties recognize and acknowledge the benefits of settling this case. Class Counsel has taken into account the uncertain outcome, risk, delay, and expense of further litigation.

9. For all of the foregoing reasons, Class Counsel has therefore determined that the settlement set forth in this Agreement is fair and reasonable and in the best interest of the Class and Representative Plaintiffs concur in that determination.

10. LORAB denies all allegations of wrongdoing and liability asserted in the Litigation and maintains that he has conducted his dealings with the Plaintiffs and the Class in a lawful manner in all respects. LORAB claims that it has a number of meritorious defenses to the Plaintiffs' various claims. Nevertheless, LORAB recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeal, and the disruption to its business operations arising out of this litigation. LORAB also recognizes the danger which a successful trial on class wide claims might present to it. Accordingly, LORAB believes that settlement is likewise in its best interests.

11. The Office of the Attorney General, Consumer Protection Division, has agreed, pursuant to the letter attached hereto as **Exhibit B**, to act as "Settlement Administrator" and to be so appointed by the Court. Such appointment is agreeable to both the Plaintiffs and LORAB. The duties and responsibilities of the Settlement Administrator are more fully set forth in this Agreement. The parties acknowledge that one significant advantage to the appointment of the

Office of the Attorney General as Settlement Administrator is that only its actual expenses, such as postage, will be deducted from the Settlement Fund once said funds are paid to that Office.

12. LORAB represents and warrants that he has discontinued his involvement in any debt management or debt settlement services business as of May 1, 2008.

## II. TERMS OF THE SETTLEMENT

13. **Definitions:**

(a) “Representative Plaintiffs” shall mean the named Plaintiffs Kelly Hague, Kristy L. White, Ruth Berez, and Susan Ellis.

(b) “Settlement Class,” “Class,” and “Class Members” shall mean only those persons included within the class defined in Paragraph 16(a) below.

(c) “The Settling Defendant” shall mean Richard A. Brennan and the Law Offices of Richard A. Brennan.

(d) “Court” shall mean the Circuit Court for Frederick County, Maryland.

(e) “Settlement Fund” shall mean the sum which is being paid by the Settling Defendant to settle this litigation, together with all interest attributed thereto or earned thereon.

(f) “Effective Date” shall mean the earliest of: (i) the date of final approval of the settlement, if no person objects to or intervenes in the settlement; (ii) the date on which the Court’s judgment becomes final, i.e., thirty (30) days after the date the Court finally approves the settlement, if no appeal by a Class member is filed; (iii) the date of the final affirmance on appeal; or (iv) the final dismissal of any appeal.

(g) “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

(h) “Litigation” shall mean all of the claims set forth in the *Hague* lawsuit and any claims added to this case in the future, including but not limited to claims arising out of debt management or debt settlement services provided by LORAB.

(i) “Released Persons” shall mean Richard A. Brennan, the Law Offices of Richard A. Brennan, its current and former affiliates, officers, directors, owners, employees, agents, insurers, predecessors, successors and assigns.

(j) “Released Claims” means and includes all claims, whether known or unknown that were brought, or that could have been brought, in the Litigation. It is expressly agreed that the term “Released Claims” is intended to be broad so as to cover all claims against the Released Persons arising out of or related to debt settlement and/or debt management services provided, or which were to be provided, by LORAB. Notwithstanding the foregoing, the Parties further expressly agree that the claims of consumers arising under the ADA or agreements with the AGC shall not constitute Released Claims under this Agreement, except to the extent that payments made pursuant to the ADA, including the surety bond required thereof, or the agreement with the AGC, will reduce the allowable amount of consumer claims under this Agreement

- (k) “Settlement Administrator” shall mean the State of Maryland, Office of the Attorney General, Consumer Protection Division.
- (l) “The Casey Group” shall refer to The Casey Group, Ltd., 40 West Chesapeake Ave., Suite 205, Towson, Maryland 21204.
- (m) “Class Member List” shall mean the list of class members that has been compiled and certified by The Casey Group and which is attached hereto as Exhibit A.
- (n) “Class Counsel” or “Counsel for Plaintiffs” means James P. Koch, Esquire.
- (o) “Preliminary Order” means the Order, preliminarily approving the Settlement, provisionally certifying the Settlement Class, and approving the notices to Class Members.
- (p) “Preliminary Approval Date” means the date the Court enters the Preliminary Order.
- (q) “Class Period” shall mean January 1, 2006 through and including May 1, 2008, the period that the Settling Defendant has represented that the alleged wrongful practices may have occurred.
- (r) “Final Approval” means the Order approving the Settlement and certifying the Settlement Class.
- (s) “Debt Management” and “Debt Settlement” refers to those consumer debt activities described in Plaintiff’s Complaint filed in the *Hague* lawsuit and in the ADA, and shall be broadly construed to include all consumer debt consolidation,

negotiation, payment, management, or settlement services provided, or to be provided, by LORAB.

14. It is the intention and agreement of the parties, that LORAB's obligations to make full and complete restitution to consumers under the ADA and its agreement with the AGC shall not be reduced or diminished in any way by this Agreement, provided that payments to claimants made pursuant to this Agreement shall be credited against LORAB's payment obligations under both the ADA and agreement with the AGC, to the extent permitted thereunder. Likewise, LORAB shall receive credit for payments made pursuant to the ADA and agreements with the AGC when determining the allowable amounts of claims under this Agreement, to the end and effect that no Class Member shall be entitled to recover duplicative payments for his or her losses.

15. LORAB represents, based on the amounts of his assets and liabilities and his current and projected income, that he has no present ability to satisfy any judgment that might be entered against him as the result of further litigation. LORAB has further represented that he has no insurance coverage for the claims asserted in the Litigation other than the CNA professional liability insurance policy described in Paragraph 17 of this Agreement.

16. **Settlement Class.** The parties hereby stipulate and agree that, for purposes of this Agreement, the *Hague* lawsuit is maintainable as a class action under Rule 2-231 of the Maryland Rules of Civil Procedure.

(a) The class shall be defined as follows:

All persons who sought or obtained debt management or debt settlement services from Richard A. Brennan, the Law Offices of Richard A. Brennan, including their respective affiliates, successors, or predecessors, from January 1, 2006 through and

including May 1, 2008, whether said services were performed in whole or in part, and who contend that they suffered a loss from the performance, or failure of performance, of said services, or who contend that Richard A. Brennan or the Law Offices of Richard A. Brennan is or was in possession of funds paid by or on behalf of such persons that are or were owed to the individual's creditors or owed to the individual as a refund.

Excluded from the class are any persons who have received full restitution from or on behalf of LORAB, regardless of the source of payment, as of the Effective Date of this Agreement. To the extent that any partial payment has been made by or on behalf of the Settling Defendant to any Class Member, such payment shall be credited when determining the allowable amount of such person's claim.

(b) The Settling Defendant agrees that the *Hague* lawsuit may proceed as a class action, and agrees to the Class definition, set forth above, solely for the purposes of this Settlement and its implementation. If this Settlement fails to be approved or otherwise fails to be consummated, LORAB reserves all rights to object to the maintenance of the *Hague* lawsuit as a class actions and any representation or concession made in connection with the Settlement or in this Agreement shall not be considered law of the case, *res judicata* or any form of estoppel in this or any other proceeding.

(c) The Casey Group has determined the number and identity of the Class Members under the class definition, and has compiled a notice list to potential class members which is attached hereto as Exhibit A.

(d) The Settling Defendant agrees to provide The Casey Group and the Settlement Administrator reasonable access to all records and documents currently



in his possession, including computerized data, tax information and accounting and disbursement records, with regard to the accuracy and completeness of the Class Member List and the allowable amounts of claims submitted by Class Members to the extent of the information in the Settling Defendant's possession as of the date of this Agreement.

17. **Settlement Amount.** Subject to the approval and further Orders of the Court, LORAB agrees to pay the limits of LORAB'S professional liability insurance coverage under Lawyers Professional Liability Policy No. LAW-267990542 (policy limits of \$250,000) issued by CNA Insurance Company, after the payment of all defense costs and expenses incurred in connection with the Litigation have been deducted. As of May 15, 2008, the amount available under the subject policy is approximately \$219,200.00, which shall be further deducted by reasonable fees and expenses incurred by LORAB's defense counsel from May 15, 2008 through the Effective Date. LORAB shall cause such payment to be made to the Settlement Administrator for the purpose of making distributions to Class Members in accordance with the terms of this Agreement, and such payment shall be in full and final settlement of the claims asserted in the Litigation.

(a) **Deposit of Settlement Fund.** Within ten (10) days after the Effective Date, LORAB agrees to deposit the Settlement Fund with the Settlement Administrator. All interest accrued on the funds deposited under this section, shall be added to the Settlement Fund. In the event that a settlement is not

approved by the Court, the Settling Defendant reserves the right to withdraw and retain all such monies from the aforesaid account, with accrued interest.

(b) **Administrative Costs and Expenses.** The following adjustments shall be made to and subtracted from the Settlement Fund prior to making distributions to Class Members:

- (i) Payment of The Casey Group's costs and expenses, not to exceed \$15,000, associated with (1) compiling the Class Member List; and (2) locating Class Members who may be entitled to receive Notice of this settlement;
- (ii) Payment of The Casey Group's costs and expenses, not to exceed \$15,000, associated with claims review and administration as set forth in Paragraph 18 below;
- (iii) Payment of actual postage expense incurred by the Casey Group in connection with the mailing of notice of settlement to Class Members;
- (iv) Payment of actual out of pocket costs and expenses incurred by the Settlement Administrator in connection with the fulfillment of its duties under this Agreement; and,

(v) Class Counsel's attorneys' fees and costs in such amounts as may be allowed and approved by the Court. Settling Defendant agrees not to oppose or comment negatively on a motion for attorneys' fees of up to 25% of the Settlement Fund after deduction for administrative expenses described in subparagraphs (i) – (iv) above.

(c) The Settling Defendant shall not be liable for any fees, costs or disbursements of Class Counsel, The Casey Group, or the Office of the Attorney General apart from what is paid from the Settlement Fund.

18. **Distribution of Settlement Fund.** (a) In order to receive payment from the Settlement Fund, a claimant must be a Class Member, and must submit a timely written claim to The Casey Group in the form annexed to the Notice of this settlement, as approved by the Court. Subject to approval of the Court, the time for filing claims by Class Members shall be sixty (60) days from the date that Notice is sent to Class Members.

(b) The Settlement Fund, after payment of expenses provided for in this Agreement in paragraph 17 (b), including attorneys' fees approved by the Court, shall be distributed by the Settlement Administrator *pro rata* to Class Members who have filed timely and allowable claims. Only the following categories of claims shall be allowable for the purpose of making distributions of the Settlement Fund: claims for restitution, reimbursement, or refund of client funds which LORAB failed to distribute to the Class Member's creditors in accordance with the terms of Class Member's debt management or debt settlement services agreement.

(c) Claims shall be submitted by Class Members to The Casey Group, which shall have final, non-reviewable authority to determine the allowable amounts of all claims for the purpose of distributing the Settlement Fund. Any party shall have the right upon reasonable notice to The Casey Group to inspect and copy claims. Promptly after the expiration of the deadline for submitting claims, The Casey Group shall provide LORAB with a list of claims which were submitted in a timely manner. The claims list shall include each claimant's name and address, and the amount of each claim. LORAB shall have thirty (30) days after receiving the claims list in which to object to the validity or amount of any claim. Such objection shall be made by sending a written objection to The Casey Group that sets forth the basis of LORAB's objection, and includes such books and records of LORAB which support the objection. LORAB shall send a copy of any objection to the claimant at the claimant's address as indicated in the claim. The Casey Group may request such additional information and documentation from either the claimant or LORAB, as The Casey Group deems necessary in order to determine the allowable amount of each claim, whether or not the claim is disputed.

(d) Promptly upon completion of its review of claims, The Casey Group will provide a list to the Settlement Administrator which shall include the names and addresses of Class Members who submitted timely claims and the amounts of their allowed claims. The Settlement Administrator shall thereupon promptly distribute the Settlement Fund *pro rata* to Class Members based on the amounts of their allowed claims.

(e) Notwithstanding the foregoing, if more than 600 timely claims are submitted to The Casey Group or if claims analysis by The Casey Group is estimated to cost more than \$15,000.00, then the provisions of Paragraph 18(d) of this Agreement relating to distribution of

the Settlement Fund shall be deemed void and of no further effect, and the Settlement Administrator shall distribute the Settlement Fund, less deductions set forth in Paragraph 17, in accordance with the provisions of the ADA and regulations applicable to the Office of Attorney General.

(f) Each check issued pursuant to this Agreement shall be issued by the State of Maryland and will be issued in accordance with the State's practices for issuing restitution payments.

19. **Distribution of Unclaimed Settlement Funds** (a) The Settlement Administrator shall retain residual funds, if any, remaining after the distribution of the Settlement Fund in accordance with Paragraph 18, for distribution in accordance with the terms of the ADA and regulations applicable to the Office of Attorney General.

(b) If any residue remains of the Settlement Funds after all Class Members have received full restitution, all other residue of the Settlement Fund shall be used to create a *cy pres* fund. The *cy pres* fund shall be donated, with the approval of the Court, as follows: (1) the first \$7,500<sup>00</sup> of the *cy pres* fund, if any, shall be paid to Chesapeake Habitat for Humanity; (2) the next \$7,500<sup>00</sup> of the *cy pres* fund, if any, shall be paid to Civic Works, Inc.; (3) the next \$7,500<sup>00</sup> of the *cy pres* fund, if any, shall be paid to the Community Law Center, Inc.; (4) the next \$10,000<sup>00</sup> of the *cy pres* fund, if any, shall be paid to the Public Justice Center, Inc.; and, (5) the balance of the *cy pres* funds, if any, shall be paid to Comprehensive Housing Assistance, Inc. (CHAI) (collectively the "*cy pres* recipients").

20. **Right to Opt Out of Settlement.** Any Class Member shall have the right to opt out of the settlement set forth herein. Any Class Member who opts out shall not be bound by or subject to the terms of this agreement or the final judgment entered in the Litigation. However, any Class Member who opts out will not be entitled to receive payment from the Settlement Fund pursuant to Paragraph 18 of this Agreement. In order to opt out, a Class Member shall be required to submit a written, signed request to opt out, in accordance with procedure set forth in the Notice of Settlement approved by the Court.

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

22. **Releases.** This Agreement seeks the complete termination of the *Hague* Lawsuit between the Representative Plaintiffs and the Settlement Class, on the one hand, and between and among the Released Persons (as defined in Paragraph 13 (i)), on the other, and it releases only the Released Claims (as defined in Paragraph 13 (j)).

(a) **Plaintiffs' Release.** On the Effective Date, each of the Representative Plaintiffs and the Settlement Class shall, without the necessity of any action whatsoever, hereby be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against all of the Released Persons. Said Release shall have the same scope with respect to this Settlement as

the *res judicata* effect would have had the Litigation been tried to judgment, except as set forth herein.

**(b) Joint Tortfeasor/Indemnification Provision.** The Representative Plaintiffs and the Settlement Class agree that all damages recoverable by them or any one of them against anyone other than the Settling Defendant are hereby reduced under the provisions of the Uniform Contribution Among Tortfeasors Act by the amount of the consideration paid to each Class Member pursuant to this Settlement Agreement or to the extent of the Settling Defendant's pro rata share of the Class Member's damages recoverable against all other tort-feasors, whichever is greater, and it is agreed that, for that purpose only, the Settling Defendant is to be considered a joint tortfeasor with any other tortfeasors liable to the Class Member for the damages or injuries claimed in the Litigation, to the same extent as if the Settling Defendant was adjudicated to be a joint tortfeasor by the final judgment of a court of record after trial on the merits.

The Representative Plaintiffs and Settlement Class agree that in any action by them against someone other than the Settling Defendant seeking recovery for the damages claimed in the Litigation, if, in that action, a claim, a cross-claim or third-party claim is brought against the Settling Defendant, then this Agreement is to be filed with the Court as irrevocable evidence of the consent of the Representative Plaintiffs and Settlement Class to have any verdict or judgment in their favor reduced in accordance with the provisions of this Settlement Agreement.

In the event that subsequent litigation occurs and a settlement is achieved, the Representative Plaintiffs and the Settlement Class shall, unless otherwise agreed, attempt in good

faith to obtain a release that specifically includes LORAB from all of the other parties and for all claims or causes of action.

23. **Press Release.** The parties agree not to issue a press release announcing the terms of this Agreement, including the fact of a settlement

24. **Non-Disparagement.** Except as set forth below, the Representative Plaintiffs and Class Counsel shall not make any public statements or representations, either orally, electronically, or in writing, that are inconsistent with this Agreement and the Notice to the Class, that disparage LORAB or their current and former owners, officers, directors, parents, subsidiaries, affiliates, employees, agents, attorneys, insurers, predecessors, successors, and assigns with respect to the allegations of the *Hague* lawsuit. Likewise, LORAB and its current owners, officers, directors, parents, subsidiaries, affiliates, employees, agents, attorneys, predecessors, successors, and assigns shall not make any public statements or representations, either orally, electronically, or in writing, that are inconsistent with this Agreement and the Notice to the Class, that disparage Representative Plaintiffs and Class Counsel with respect to the allegations they raised, and their conduct in the *Hague* lawsuit. For purposes of this provision, a public statement or representation means any statement to a member of the media or any statement made in any publication or website by a party, or their attorney(s). For purposes of this provision, and except as set forth below, the term “disparage” shall mean a false or misleading statement or representation specifically about LORAB that intends to create a negative impression in the minds of the audience about the subject matter of the statement or representation.



### III. PROCEDURES FOR EFFECTUATING SETTLEMENT

25. **Full and Final Settlement with LORAB in the *Hague* Lawsuit.** It is the intent and purpose of this Agreement to effect a full and final settlement of all the Representative Plaintiffs and the Settlement Class' claims in the *Hague* Lawsuit against LORAB. In order to effectuate that purpose, the Representative Plaintiffs and the Settling Defendants agree to cooperate and use their best efforts to obtain Court approval of the settlement.

26. **Notice Order.** Promptly after execution of this Agreement, Representative Plaintiffs and the Settling Defendant shall jointly move the Court for an order preliminarily approving the settlement, providing for notice to the Class of the pendency of the settlement (in the form attached hereto as **Exhibit C**), and setting a hearing on the proposed settlement.

### IV. CONDITIONS OF SETTLEMENT

28. **Dismissal of *Hague* Lawsuit.** The Representative Plaintiffs shall file a Stipulation of Dismissal with Prejudice as to LORAB and the other named "Released Persons" in the *Hague* Lawsuit thirty (30) days after the Effective Date of this Agreement.

29. **Amendments to Complaint.** On or before the date of the final approval hearing, it is hereby agreed that the parties may add, delete and/or substitute representative Plaintiffs.

30. **Approval of the Court.** This Agreement is subject to final approval by the Court. If the Court does not approve this Agreement or enter the Orders requested herein, or if the Court enters the judgment provided for herein but either judgment is materially modified or reversed upon appellate review, then this Agreement shall be canceled and terminated unless

counsel for both sides, within ten (10) days from the receipt of a ruling or written notice of circumstances giving rise to termination, agree in writing to proceed with this Agreement.

31. **Termination of Agreement.** This Agreement shall only be terminable at the option of Representative Plaintiffs or the Settling Defendant: (a) if the Court fails to approve the Settlement; (b) if more than 10% of those individuals identified in Exhibit A. elect to opt-out under this Agreement; (c) if the Court materially modifies (or proposes to materially modify) this Agreement in order to approve the Settlement; or (d) upon the mutual agreement of the Representative Plaintiffs on the one hand, and the Settling Defendant on the other hand.

32. **Effect of Termination of Agreement.** If this Agreement is terminated or canceled as set forth herein, all of the parties hereto 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 this case. Neither a modification nor a reversal on appeal of any amount of fees, costs, expenses, and/or interest awarded by the Court to Class Counsel shall be deemed a material modification of the Agreement, or shall affect the Finalizing of the Judgment.

## VI. MISCELLANEOUS PROVISIONS

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

34. **Entire Agreement.** This Agreement constitutes the entire Agreement among the parties hereto, and no representations, warranties or inducements have been made to any

party concerning this Agreement or to its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs.

35. **Plaintiffs' Authority.** Class Counsel, on behalf of the Representative Plaintiffs, is expressly authorized to take all appropriate actions required or permitted to be taken by the Representative Plaintiffs 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 Plaintiffs.

36. **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 Circuit Court for Frederick County in connection with the motion to approve the settlement.

37. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

38. **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. It is acknowledged that all parties have contributed substantially to the preparation of this Agreement.

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

40. **Continuing Jurisdiction.** Without affecting the finality of judgment entered in accordance with the terms of this Agreement, the Court shall retain continuing and exclusive jurisdiction over the Litigation and the parties hereto, including Defendant and all Class Members, for the purpose of administering, implementing, enforcing, and interpreting this agreement.

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:

FOR THE REPRESENTATIVE PLAINTIFFS:

FOR THE DEFENDANT:

THE LAW OFFICES OF RICHARD A.  
BRENNAN and RICHARD A. BRENNAN

By: \_\_\_\_\_  
James P. Koch, Esquire

By: \_\_\_\_\_  
Richard A. Brennan, Esquire