

IN THE CIRCUIT COURT FOR HOWARD COUNTY

JASON W.ROYAL, *et al.*

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Plaintiffs,

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v.

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Civil No. 13-C-04-059581 OC

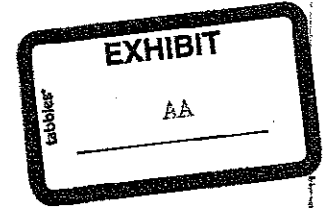
EASTERN HOMES INC.,  
*et al.*,

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Defendants.

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**CLASS ACTION SETTLEMENT AGREEMENT WITH MAPLE PARK, INC.**

This CLASS ACTION SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into by and between Named Plaintiffs in the above-captioned action, for themselves and on behalf of the Settlement Class, on the one hand, and Defendant Maple Park, Inc., on the other. Named Plaintiffs and Defendant Maple Park, Inc. are referred to collectively in this Settlement Agreement as the "Settling Parties." Capitalized terms and phrases have the meanings provided in Section 1 below.

**RECITALS**

WHEREAS, Named Plaintiffs have commenced a lawsuit on their own behalves and on behalf of others similarly situated asserting various claims for relief against Defendant Maple Park, Inc. and others;

WHEREAS, the Settling Parties desire to promptly and fully resolve and settle with finality all of the Released Claims;

WHEREAS, to accomplish that goal, the Settling Parties have reached a settlement on the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, the Settling Parties, in consideration of and reliance on the promises, covenants and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

**1. DEFINITIONS**

As used in this Settlement Agreement, capitalized terms and phrases not otherwise defined have the meanings provided below:

1.1 "Agreement Execution Date" shall mean: the date on which this Settlement Agreement is fully executed, as provided in Section 11.14 below.

1.2 "Amended Complaint" shall mean: the Plaintiffs' First Amendment to Class Complaint and Jury Demand, filed on or about March 4, 2005.

1.3 "Class Counsel" shall mean: Jon D. Pels and Lawrence J. Anderson, Pels, Anderson & Lee, L.L.C., 4833 Rugby Avenue, Fourth Floor, Bethesda, Maryland 20814.

1.4 "Class Settlement Amount" shall mean: the settlement consideration having a value of \$1,700.00 per claimant or approximately eighty-five thousand dollars (\$85,000) being contributed by Defendant Maple Park, Inc. in the form of twenty-eight thousand and three hundred thirty-three and 33/100 dollars (\$28,333.33) in cash for attorneys fees and fifty-six thousand nine hundred and sixty-six and 67/100 dollars (\$56,666.67) in rent abatement, such amounts being subject to adjustment in accordance with the procedure noted in Section 7.2.2 below, and additional settlement consideration in the form of the assignment by Maple Park of any and all claims for contribution or indemnity or any other claim for damages Maple Park may have against others, including but not limited to Eastern Homes, Inc., which claims will be assigned by Maple Park to the proposed Settlement Class as part of this Settlement.

1.5 "Coordinating Maple Park Counsel" shall mean: James K. Archibald, Venable LLP, 1800 Mercantile Bank Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.

1.6 "Court" shall mean: the Circuit Court for Howard County, Maryland.

1.7 "Defendant Maple Park's Released Claims" shall have the meaning set forth in Section 3.3.

1.8 "Effective Date of Settlement" shall mean: the date on which all of the conditions to settlement set forth in Section 2 of this Settlement Agreement have been fully satisfied or waived and the Settlement shall have become Unconditional, as defined in Section 8.

1.9 [This item intentionally left blank]

1.10 "Final" shall mean: with respect to any judicial ruling or order, that the period for any appeals, petitions, motions for reconsideration, rehearing or certiorari or any other proceedings for review (collectively, "review proceeding") has expired without the initiation of a review proceeding, or, if a review proceeding has been timely initiated, that there has occurred a full and final disposition of any such review proceeding, including the exhaustion of proceedings in any remand and/or subsequent review proceeding thereof.

1.11 "Defendant Maple Park" shall mean: Maple Park, Inc..

1.12 "Named Plaintiffs" shall mean: Jason W. Royal and Sharon E. Stanhope (f/k/a Sharon McGraw), Individually and as representatives of all members of the Settlement Class, as well as, without limitation, each of their attorneys, trustees, heirs, and personal representatives. Whether or not expressly stated herein, the Settling Parties intend that all rights and obligations that are binding on Named Plaintiffs under this Settlement Agreement, including each and every covenant, agreement, and warranty, also shall be binding on each member of the Settlement Class.

1.13 "Order of Final Approval" shall mean: the Order of Final Approval of Class Action Settlement contemplated under Section 2.4 of this Settlement Agreement.

1.14 "Person" shall mean: an individual, partnership, corporation or any other form of business entity.

1.15 "Released Persons" shall mean and include: Maple Park, Inc. and its officers, directors, shareholders, partners, members, principals, promoters, employees, servants, operators, managers, agents, representatives, direct and indirect subsidiaries, predecessors, successors and assigns, agencies, divisions or subdivisions, direct and indirect subsidiaries, affiliates, attorneys, estates, trustees, insurers, lenders, secured parties, mortgagees, and financiers. The Defendants other than Maple Park in this case are specifically not included within the scope of the Release, it being intended by Plaintiffs and members of the Settlement Class to continue to pursue claims against those other Defendants. Maple Park, as defined herein as "Released Persons" affirms that it had no ownership relationship whatsoever with Eastern Homes, Inc. or any other Defendant, mobile home retailer or installer.

1.16 "Settlement" shall mean: the settlement to be consummated under this Settlement Agreement pursuant to the Order of Final Approval.

1.17 "Settlement Class" shall mean: collectively, all Persons who are tenants in the Maple Park, Inc. mobile home park and who became such no earlier than January 1, 1984 and whose mobile home does not have footings and load-carrying portions of the ground anchors that extend below the frost-line.

1.18 "Settling Defendants" shall mean Maple Park, Inc. as defined as a Released Person in section 1.15 above.

## 2. CONDITIONS TO EFFECTIVENESS OF THE SETTLEMENT

2.1 Effectiveness of Settlement. The Settlement provided for in this Settlement Agreement shall not become final and unconditional unless and until each and every one of the following conditions in Sections 2.2 through 2.5 shall have been satisfied or waived.

2.2 Class Certification for Purposes of Settlement.

2.2.1 The Court shall have certified this action as a class action for settlement purposes pursuant to Rule 2-231 of the Maryland Rules of Procedure, with Named Plaintiffs as the named Class Representatives, with Jon D. Pels and Lawrence J. Anderson, Pels, Anderson & Lee, L.L.C. as Class Counsel, and with a Settlement Class defined as set forth in Section 1.17 above.

2.2.2 The Settling Parties have agreed to stipulate to a certification of this action as a class action for settlement purposes only, and on the foregoing terms. The Settling Parties have further agreed that if the Settlement does not become Unconditional within the meaning of Section 2.1, then no Settlement Class will be deemed to have been certified by or as a result of this Settlement Agreement, and the action will for all purposes with respect to the Settling Parties revert to its status as of the day immediately before the Agreement Execution Date. In such event Defendant Maple Park will not be deemed to have consented to the certification of any class, the agreements and stipulations in this Settlement Agreement concerning class definition or class certification shall not be used as evidence or argument to support class certification or class definition, and Defendant Maple Park will retain all rights to oppose class certification, including certification of a class identical to that provided for in this Settlement Agreement for any other purpose.

2.3 Court Approval. The Settlement contemplated under this Settlement Agreement shall have been approved by the Court, as provided for in this Section 2.3. The Settling Parties agree jointly to recommend to the Court that it approve the terms of this Settlement Agreement and the Settlement contemplated hereunder.

This settlement contemplates a partial settlement to be approved by the Court under Rule 2-231. The Nonsettling defendants (Eastern Homes, Chase Manhattan and any other Defendants) are barred from further rights of contribution from the settling defendant, Maple Park. At trial, the jury will be asked not only to determine the total dollar damage amount, but also the percentage of culpability of each of the nonsettling defendants as well as the settling defendants. Nonsettling defendants as a whole will then be required to pay the percentage of the total amount for which they are responsible. The nonsettling defendants will be jointly and severally liable for that percentage and will continue to have rights of contribution against one another.

The parties hereto agree: (a) that the settlement embodied in this Stipulation is entered into and made in good faith, and (b) that all claims for contribution or indemnification, however denominated, against the Settling Defendants arising under this case in favor of persons, including Non-Settling Defendants, who are asserted to be joint tortfeasors with the Settling Defendants in the Settled Claims and based upon liability on the Settled Claims are extinguished, discharged, satisfied and/or otherwise unenforceable.

The Notice to each of the Settlement Class members shall be in a form satisfactory to the parties or to the Court provide notice that (1) the claims of all plaintiffs and class members who do not exclude themselves from the Settlement Class ("settlement claimants") will be barred against settling defendants only; (2) in the event that settlement claimants obtain a judgment against one or more nonsettling defendants in a class action or otherwise, and those nonsettling defendants obtain a judgment over, in whole or in part, against settling defendants for contribution or indemnity, then settling claimants will be required to reduce any judgment or proportion thereof obtained from any non-settling defendants by the proportionate amount of such judgment attributable to the allegations in the Complaint, PROVIDED HOWEVER, in no event will the reduction in judgment exceed the amount of the judgment-over against settling defendants. This is intended to obviate the necessity and expense to settling defendants in any action commenced by a plaintiff or settlement class member asserting any claims against any other defendant based upon the Claims asserted in the Class Action of being obliged to appear and defend. HOWEVER, these provisions of this Agreement shall not be construed to require any plaintiff or settlement class member to pay any sums to non-settling defendants or settling defendant on account of any liability of settling defendant. The extent of such plaintiff's or class member's obligation hereunder shall be to permit the appropriate reduction in any judgment.

Neither this agreement nor any documents executed pursuant hereto shall be construed as a release of any other party from any claim or cause of action other than Maple Park the settling Defendant herein. It is an expressed condition of this agreement that in any order approving the settlement or dismissing the action against Maple Park that this agreement and anything done pursuant thereto shall not be a release and, except as to Maple Park, the plaintiffs and class members reserve their rights as aforesaid.

The Settling Parties agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:

#### 2.3.1 Motion for Preliminary Approval of Settlement and of Notice

As soon as reasonably possible upon the full execution of this Settlement Agreement by the Settling Parties, Named Plaintiffs will file a motion ("Motion") with the Court for an order:

- (a) Preliminarily approving the Settlement embodied in this Settlement Agreement;

(b) Directing the time and manner of notice to all potential members of the Settlement Class (i.e., all current Maple Park tenants) with respect to this Settlement (the "Class Notice"); and

(c) Finding (i) that the proposed form of Class Notice fairly and adequately: (A) describes the terms and effect of this Settlement Agreement and of the Settlement; (B) gives notice to all potential members of the Settlement Class of the time and place of the hearing of the motion for approval of the Settlement; (C) describes how the recipients of the Class Notice may object to approval of the Settlement; (D) describes how the members of the Settlement Class may file a Claim Form and receive rent abatement, and (E) that the proposed manner of communicating the notice to potential members of the Settlement Class is the best notice practicable under the circumstances.

2.3.2 Issuance of Class Notice and Explanation of Class Notice. On the date and in the manner set by the Court in its Preliminary Approval of Settlement, Defendant Maple Park at its expense shall cause notice of the preliminary approval of this Settlement to be delivered by an independent process server to the potential members of the Settlement Class by regular mail and certified mail (return receipt requested) and hand delivery to the Maple Park addresses of the potential members of the Settlement Class and who shall certify that such delivery occurred. Upon and after delivery of the Class Notice, Class Counsel shall be entitled to meet or otherwise communicate with potential members of the Settlement Class in order to explain the substance of the Class Notice to them and to respond to any questions potential members of the Settlement Class may have about it. Maple Park agrees that it will not impede with Class Counsel's ability to communicate with the potential class members.

2.3.3 The Fairness Hearing.

(a) On the date set by the Court in its Preliminary Approval of Settlement, the Settling Parties shall participate in the hearing (the "Fairness Hearing") at which time the Court will determine: (i) whether the proposed Settlement between the Settling Parties on the terms and conditions provided for in this Settlement Agreement, is fair, reasonable and adequate and should be approved by the Court in settlement of all claims against Maple Park in the Action; (ii) whether the distribution of the Class Settlement Amount as provided in the Settlement Agreement should be approved; (iii) whether the Claim Form is acceptable; and, (iv) up to a maximum of \$566.67 per settlement class member/tenant, what legal fees and further expenses should be awarded to Class Counsel for payment from the Class Settlement Amount in Escrow.

(b) The Parties covenant and agree that they will reasonably cooperate with one another in obtaining an acceptable order at the Fairness Hearing and will not do anything inconsistent with obtaining such an order.

2.3.4 Motion for Order of Final Approval of Class Action Settlement

On the date set by the Court in its Preliminary Approval of Settlement, Named Plaintiffs shall file a motion for issuance of an Order of Final Approval of Class Action Settlement (the "Final Motion"). The Final Motion shall seek to have the Court enter an order (the "Order of Final Approval") giving final approval to the Class Action Settlement and also finding that the Order of Final Approval is a final and appealable judgment under Rule 2-602(b) of the Maryland Rules. The Settling Parties agree to support entry of the order approving the settlement as a final judgment. The Settling Parties agree not to contest the contention, if made by any Person, that the order will be appealable upon its entry.

2.4 Finality of Order of Final Approval of Settlement. The Court shall have issued the Order of Final Approval of Class Action Settlement, and the Order shall have become final.

2.5 Dismissals of Claims.

The claims of the members of the settlement class and cross claims shall have been dismissed with prejudice as against the Maple Park Defendant and the claims of the Maple Park tenants that are not members of the settlement class shall have been dismissed without prejudice as against the Maple Park Defendant prior to the Effective Date of Settlement referenced in Section 1.8. In addition, there shall be no other actions filed or pending against the Maple Park Defendant relating in any way to any of the events or transactions giving rise to the Released Claims.

3. RELEASES AND COVENANT NOT TO SUE

3.1 Plaintiffs' General Release of Maple Park Defendants

Effective at the time prescribed in Section 8, Named Plaintiffs, individually and on behalf of the Settlement Class, absolutely and unconditionally release and forever discharge the Released Persons (as defined in Section 1.15) from all Released Claims (as defined in Section 3.2 below) that Named Plaintiffs and the Settlement Class, directly, indirectly, derivatively, vicariously, or in any other capacity ever had, now have or hereafter may have.

3.2 Released Claims.

Released Claims shall include as to the Maple Park Defendant any and all claims of any nature whatsoever, any and all losses and damages, and claims for contribution or indemnification, whether accrued or not, whether already acquired or acquired in the future, whether known or unknown, in law or equity, civil, criminal, or administrative, seeking damages, attorneys' fees, litigation costs, injunctive,

contractual, extra-contractual, administrative, declaratory or any other relief, or brought by way of demand, complaint, cross-claim, counterclaim, third-party claim or otherwise ("claim") arising out of or in any way related to any or all of the acts, omissions, facts, matters, transactions, or occurrences of:

- (i) the sale, installation and/or erection of a mobile home; and/or compliance with any manufacturer's set up manual and/or instructions, and/or any building codes and/or any state, federal or county regulations
- (ii) the grading, foundation, footings, and/or skirting of a mobile home; and/or
- (iii) alleged breaches of alleged duties arising under Section 8A-101 et seq. of the Mobile Homes Act codified in the Real Property Article of the Maryland Code and/or under Maryland COMAR Sections 05.02.04.15 et seq. and/or
- (iv) any claim that is, was, or could have been directly or indirectly alleged, asserted, pleaded, described, or set forth against Maple Park in the action.

### 3.3 Maple Park Releases of Named Plaintiffs and the Settlement Class

3.3.1 Effective at the time prescribed in Section 3.5, the Maple Park Defendant absolutely and unconditionally releases and forever discharges the Named Plaintiffs and the Settlement Class (collectively, the "Plaintiff Releasees") from any and all Claims relating to the institution or prosecution of the action by Named Plaintiffs and the Settlement Class ("Defendant's Released Claims").

3.3.2 The Plaintiff Releasees include any and all attorneys, trustees, heirs, and personal representatives of each and every Person defined as a Named Plaintiff in Section 1.12 or member of the Settlement Class defined in Section 1.17.

### 3.4 Scope of Releases

3.4.1 The releases set forth in Sections 3.1, 3.2 and 3.3 (collectively, the "releases") are not intended to release or affect ongoing obligations of the parties with respect to operation of mobile home parks, tenancies, and leases, and retailer mobile home rental agreements or retail installment contracts or other financing agreements or any other contract unrelated to the bringing of the action nor any claims unrelated to this action such as claims for personal injury that may occur in the future or the like. Named Plaintiffs, on behalf of themselves and all members of the Settlement Class, reaffirm whatever obligations they may have under the foregoing documents, financing agreements, contracts and any other agreements to which they are parties (each, an

"Unaffected Contract"). The releases also are not intended to release the claims of the members of the Settlement Class against Defendants, other parks, retailers and lenders, other than Maple Park in this case, and specifically only release Maple Park and Maple Park alone.

The plaintiffs, class representatives and counsel entering into this agreement have accepted the amount of this settlement principally because Maple Park is the first defendant in the Eastern Homes Case to enter into a settlement applicable to the claims of the plaintiffs and class members herein. The amount of the settlement does not constitute nor is it to be deemed to be a commitment or recognition by the plaintiffs or class members in this case or related cases with respect to the amount of any future settlement with any other defendant, nor shall such settlement amount establish or constitute any standard or precedent with respect to the amount of any such future settlement.

This settlement agreement shall not be construed as or constitute a release by any plaintiff or any member of any class of any claims or right against Eastern Homes or any other defendant or other person. It is an express condition of the settlement agreement that such rights are specifically reserved fully and completely as against all other defendants and all other persons. There are also specifically reserved to the plaintiffs and the members of the classes, and each of them, any and all rights to claims from any other defendants or other persons damages of whatever nature resulting from the conspiracy with respect to the allegations in the Complaint, including without limitation any conduct of Eastern Homes or any other party relating to the allegations in the Complaint.

Neither this agreement nor any documents executed pursuant hereto shall be construed as a release of Eastern Homes or anyone else from any claim or cause of action other than Maple Park, and the plaintiffs and the classes they represent reserve the right to proceed against or sue any person, firm or corporation other than Maple Park and its officers, directors, and employees with respect to all claims based on the allegations in the Complaint.

### 3.5 Effective Date of Releases.

3.5.1 The Releases provided in Section 3 shall become effective upon the payment of the Class Settlement Amount pursuant to this Settlement Agreement into the Settlement into the Maple Park Class Action Settlement Escrow as provided in Section 7.2.1. The Releases provided in Sections 3.1 and 3.2, and the Dismissals in Section 2.5, are expressly in exchange for, among other covenants and promises set forth in the Settlement Agreement, the payment by the Maple Park Defendant of the Class Settlement Amount pursuant to the terms and conditions of Sections 7.2.1 and 8.4.3.

### 3.6 Covenants Not to Sue and to Indemnify and Hold Harmless.

3.6.1 Named Plaintiffs covenant and agree on their own behalf and on behalf of the Settlement Class:

(a) Not to file against any Released Persons any action or proceedings based on or arising from any Claim released as to those Released Persons under this Settlement Agreement;

(b) That the foregoing covenants and agreements shall be a complete defense to any such civil action or proceeding against any of the respective Released Persons.

(c) Not to assert any counterclaim, set-off or defense based on matters which are the subject of the action in an action to enforce an Unaffected Contract.

(d) To indemnify and hold the Released Persons harmless from any claims for contribution or indemnity that may be made against them by Eastern Homes or any other parties defendant in the case now or added in the future.

(e) This settlement agreement must be upheld by the court as fair and reasonable to the class, and the court dismiss the settling defendants from the litigation as described in sections 2.3, 2.5, and 3.4 above. Despite the Settling Defendants dismissal from the case, and so long as the settlement is pending, the plaintiffs and the member of the class will not seek any discovery or pretrial participation by Settling Defendants in any such action, and will cooperate in urging the Court that no such participation be required, it being the intent of the parties that further proceedings against Settling Defendants shall be considered discontinued as to Settling Defendants even prior to the actual and final dismissal, provided, however, that Settling Defendants shall complete the production of documents and other discovery previously requested which are reasonable and necessary to the plaintiffs in establishment of their class action membership and damage claims. If it becomes necessary to plaintiffs' presentation of its case at trial, Settling Defendants shall produce as witnesses its present officers and employees and its former officers and employees to the extent it reasonably can do so, at the request of plaintiffs, such participation to be kept to a minimum.

3.6.2 Maple Park certifies and it is a condition of this Agreement that it has not tampered with or altered or impeded in any way the retailers ability to install the home or its methods or practices. Rather, Maple Park simply allowed the licensed retailer onto the park land and was assured that the homes were being installed properly. Maple Park further affirms that it has no ownership interest or affiliations with any retailer, installer or park owners, as those terms are used in "Released Persons" in paragraph 1.15 above.

#### 4. TAXES

Named Plaintiffs hereby covenant on their own behalf and on behalf of the members of the Settlement Class as follows:

Named Plaintiffs acknowledge that (a) Released Persons have no responsibility for any taxes due on rent abatements that the Named Plaintiffs or Settlement Class receive from the Class Settlement Amount; (b) Released Persons make no representations or warranties with respect to the tax treatment of any rent abatements received by any Named Plaintiff or member of the Settlement Class; and (c) all taxes, if any, are solely the responsibility of Named Plaintiffs and members of the Settlement Class.

## 5. REPRESENTATIONS AND WARRANTIES

5.1 Named Plaintiffs' Representations and Warranties. Named Plaintiffs represent and warrant on their own behalf and on behalf of the Settlement Class:

5.1.1 That they individually and collectively have not assigned or otherwise transferred any interest in any Released Claims (as defined in Section 3.2) against Released Persons, and further covenant that they will not assign or otherwise transfer any interest in any Released Claims, other than to one or more other Named Plaintiffs who are bound by this Settlement Agreement;

5.1.2 That the releases and covenants given in Section 3 above will bind the Named Plaintiffs and the members of the Settlement Class, and that such Persons shall have no surviving claim or cause of action against any of the Released Persons with respect to the respective Released Claims; and

5.2 Defendant Maple Park's Representations and Warranties. Defendant Maple Park represents and warrants on its own behalf:

5.2.1 That it has not assigned or otherwise transferred any interest in any of Defendant's Released Claims against Named Plaintiffs or the Settlement Class, and further covenant that it will not assign or otherwise transfer any interest in any Defendant's Released Claim against any such Person; and

5.2.2 That the releases given in Section 3.3.1 above will bind the Maple Park Defendants, and that such Persons shall have no surviving claim or cause of action against Named Plaintiffs or the Settlement Class with respect to Defendant's Released Claims.

5.3 Settling Parties' Representations and Warranties. The Settling Parties, and each of them, represent and warrant:

5.3.1 That they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations, that in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and

recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements or omissions pertaining to any of the foregoing matters by any party or by any Person representing any party to this Settlement Agreement. Each Party assumes the risk of mistake as to facts or law; and

5.3.2 That they have carefully read the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each Person executing this Settlement Agreement on behalf of each of the Settling Parties. The Settling Parties, and each of them, further represent and warrant to each other that he, she or it has made such investigation of the facts pertaining to the settlement, this Settlement Agreement and all of the matters pertaining thereto, as he, she or it deems necessary.

5.4 Signatories' Representations and Warranties. Each individual executing this Settlement Agreement on behalf of any other Person does hereby Personally represent and warrant to the other Parties that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal which such individual represents or purports to represent.

## 6. NO ADMISSION OF LIABILITY

The Settling Parties understand and agree that this Settlement Agreement embodies a compromise and settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute any finding or admission of wrongdoing by the Maple Park Defendant, or give rise to any inference of wrongdoing or admission of wrongdoing or liability in this or any other proceeding. This Settlement Agreement and the payments made hereunder are made in compromise of disputed claims to avoid the nuisance, expense, and inconvenience of further litigation, and are not admissions of any liability of any kind. Moreover, the Maple Park Defendant specifically denies any such liability or wrongdoing.

## 7. THE SETTLEMENT PROCESS

### 7.1 The Settlement Escrow.

7.1.1 Within fifteen (15) days after final approval by the Court as contemplated under Section 2.4 above, the Settling Parties shall establish a Settlement Escrow, named the Maple Park Class Action Settlement Trust Escrow.

7.1.2 The Settling Parties shall jointly select an escrow agent or agents for the Escrow, subject to Court approval, who shall agree to serve without compensation..

## The Class Settlement Amount

7.2.1 In consideration of the promises and agreements set forth in this Settlement Agreement, and of the dismissals contemplated under this Settlement Agreement, within thirty (30) days after establishment of the Maple Park Class Action Settlement Escrow, Defendant Maple Park shall deposit the cash portion of the Class Settlement Amount into the Maple Park Class Action Settlement Escrow.

7.2.2 . After the forty-five (45) day period for opting out or submitting a Claim Form, the rent abatement process will proceed as set out in other sections of this Agreement. The Settling Parties assume that the number of Class Members who choose to participate and are eligible to participate in this settlement will be approximately 50 in number, but recognize that it could be more or less than that number. For each above 50, an additional \$566.67 will be added by Maple Park to the Class Settlement Escrow. For each below 50, \$566.67 will be disbursed back to Maple Park by the Escrow agent(s).

7.3 Sole Monetary Contribution. The Class Settlement Amount shall constitute a non-recourse settlement amount, and shall be the full and sole monetary contribution made by or on behalf of the Maple Park Defendant in connection with the Settlement effected between Named Plaintiffs and the Maple Park Defendant under this Settlement Agreement. The Class Settlement Amount specifically covers any claims for costs and attorneys' fees by Named Plaintiffs and the Settlement Class. Except as otherwise specified in this Settlement Agreement, the Parties shall bear their own costs and expenses (including attorneys' fees) in connection with effectuating the Settlement and securing all necessary court orders and approvals with respect to same.

## 8. EFFECTIVE DATE OF SETTLEMENT AND RENT ABATEMENT COMMENCEMENT

8.1 Establishment of Effective Date of Settlement. The Parties shall determine and establish the Effective Date of Settlement as follows:

8.1.1 Class Counsel shall notify Coordinating Maple Park Counsel in writing when Class Counsel believe that each and every condition in Section 2 has been satisfied or waived.. Within ten (10) days after receipt of such notice, the Maple Park Defendant shall either agree in writing that all conditions to settlement set forth in Section 2 have been satisfied or waived, or shall disagree in writing that all such conditions have been satisfied or waived, in which case the provisions of Section 8.1.3 below shall apply.

8.1.2 If the Maple Park Defendant agrees in writing within the foregoing ten-day period that all conditions set forth in Section 2 have been satisfied or waived, the Settlement on that date will be Unconditional and Class Counsel and Coordinating Maple Counsel shall jointly direct Maple Park to commence rent abatement to the Named

Plaintiffs and Settlement Class in the manner required by the Plan of Rent Abatement, set forth in Section 8.4.

8.1.3 If Named Plaintiffs and the Maple Park Defendant disagree as to whether each and every condition set forth in Section 2 has been satisfied or waived, they shall promptly confer in good faith and, if unable to resolve their differences within fourteen (14) days after the end of the ten-day period specified in Section 8.1.1, shall present their disputes for determination to the Court, which shall retain jurisdiction for this purpose. No portion of the Class Settlement Amount shall be distributed in the event of such a dispute pending the Court's ruling, but the Parties agree that the Court's ruling shall be deemed final and binding, and hereby waive any right to appeal that ruling. The Settlement on that date will be Unconditional and rent abatement shall commence as set forth in Section 8.4.

8.2 [This section intentionally left blank]

8.3 Distribution of Class Settlement Amount. The distribution of the Class Settlement Amount to the Named Plaintiffs and Settlement Class shall be subject to the Plan of Rent Abatement, set forth in Section 8.4, approved by the Court.

8.4 Plan of Rent Abatement. The Settlement Amount shall be allocated as follows:

8.4.1 [This section intentionally left blank]

8.4.2 [This section intentionally left blank]

8.4.3 Persons in the Settlement Class shall have 45 days from receipt of Class Notice to opt out of the Settlement Class or to submit a Claim Form. Persons in the Settlement Class who, individually or collectively, submit a Claim Form in which they affirm under oath that they were not tenants of Maple Park earlier than January 1, 1984 and further set out and affirm the date they first became tenants of Maple Park to the best of their knowledge, recollection and belief and whose Claim Form is determined to be complete and acceptable pursuant to 8.4.4 below shall be entitled to receive an assignable and transferable rent abatement in the total amount of one thousand one hundred thirty-four (\$1,134) dollars, pro-rated over the following twelve monthly lease payments (i.e., monthly abatement in the sum of \$94.50 per month for twelve months), commencing on the first date their lease payments are due after the Effective Date of Settlement. In addition, claimants and Maple Park agree that they (a) commit to disclosing to any prospective purchasers of the mobile home: **"That Park Management has reviewed the home based on exterior appearance only and it has been allowed to remain within the park for resale. Please note that Park Management and the unit owner have reviewed the home based on exterior appearance only. Neither the Park Management, the park owner, nor the home owner make any representations, guaranties or warranties whatsoever with**

respect to the home's structure, foundation (including footings and load carrying portion of the ground anchors), state of repair of home's interior, livability or compliance with federal, state or local codes. In no way, does an inspection from the park warrant the future performance of the home. We suggest that you have the home inspected by a licensed, professional home inspector, prior to the purchase of your home"; and (b) the claimants and Maple Park acknowledge that the COMAR and Howard county regulations concerning the extension of footings and load carrying portions of the ground anchors below the frost line and acknowledge and agree that Maple Park has no further obligation to them with respect to these matters. Tenant likewise has no further obligation to Maple Park as it relates to these matters, and Maple Park acknowledges and agrees that tenant will not be required to reinstall the mobile home for resale provided the inspection disclosure recited above is made to a prospective purchaser.

8.4.4 Class Counsel and Coordinating Maple Park Counsel shall have sole discretion to jointly determine if each Claim Form submitted by a Class Member is complete and/or acceptable and that disbursement is appropriate shall promptly submit any instances of disagreement to the Court for determination, which determination shall be binding and without appeal. Upon acceptance of any Claim Form, Class Counsel and Coordinating Maple Park Counsel shall jointly notify Maple Park of the identities of those Persons who should receive rent abatement upon satisfaction of the preconditions noted in 8.4.3 above.

## 9. TERMINATION OF THE SETTLEMENT AGREEMENT

9.1 Termination. Unless otherwise indicated below, this Settlement Agreement shall automatically terminate and thereupon become null and void, upon the happening of one or more of the following circumstances:

9.1.1 If any members of the Settlement Class opt out, Maple Park (by counsel) within five days of receipt of the opt out will seek from the Court the entry of a stay deferring the prosecution of any such opt out claim until after the final disposition of all of the claims against all other parties Defendant in this case by settlement or trial and appeal. If the Court refuses to enter such a stay as to any opt out claim or if more than five members of the Settlement Class opt out, Defendant Maple Park will have the option to terminate this Settlement Agreement by written notice to counsel for the Named Plaintiffs, such notice to be given within ten days after the Court refuses to enter such a stay or within ten days after more than five members of the Settlement Class opt out, whichever occurs later.

9.1.2 If the Court declines to approve the Class Action Settlement in this Action, and if such order declining approval has become Final, then this Settlement

Agreement shall automatically terminate, and thereupon become null and void, on the date that any such Order becomes Final.

9.1.3 If the Court issues an order in this Action modifying the Settlement Agreement, and if within thirty-one (31) days after the date of any such ruling the Settling Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Court or by the Settling Parties, then, provided that no appeal is then pending from such ruling, this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the thirty-first day after issuance of the order referenced in this Section 9.1.3.

9.1.4 If the Court of Special Appeals reverses the Court's issuance of the Order approving the Class Action Settlement, and if within thirty-one (31) days after the date of any such issuance of the Mandate the Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Court of Special Appeals or by the Settling Parties, then, provided that no appeal is then pending from such issuance of the Mandate, this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the thirty-first day after issuance of the Mandate referenced in this Section 9.1.4.

9.1.5 If the Court of Appeals reverses a Court of Special Appeals issuance of the Mandate approving the Class Action Settlement, and if within thirty-one (31) days after the date of any such issuance of the Mandate the Settling Parties have not agreed in writing to proceed with all or part of the Settlement Agreement as modified by the Court of Appeals or by the Settling Parties, then this Settlement Agreement shall automatically terminate, and thereupon become null and void, on the thirty-first day after issuance of the Mandate referenced in this Section 9.1.5.

9.1.6 If an appeal is pending of an order declining to approve the Settlement Agreement or modifying this Settlement Agreement, this Settlement Agreement shall not be terminated until final resolution or dismissal of any such appeal, except by written agreement of the Settling Parties.

9.1.7 Defendants Maple Park fails to fund the full agreed upon settlement amount of \$28,333.33 dollars.

9.2 Consequences of Termination of the Settlement Agreement. If the Settlement Agreement is terminated and rendered null and void for any reason specified in Section 9 above, the following shall occur:

9.2.1 Class Counsel and Coordinating Maple Park Counsel shall within ten (10) days after the date of termination of the Settlement Agreement jointly notify the Escrow agent(s) to return the amount in Escrow to Maple Park.

9.2.2 The Action shall for all purposes with respect to the Settling Parties revert to its status as of the day immediately before the Execution Date.

## 10. ATTORNEYS' FEES AND EXPENSES

10.1 Application for Attorneys' Fees and Expenses. Class Counsel may apply to the Court at the Fairness Hearing for an award of attorneys' fees, and for reimbursement of expenses, to be paid from the Escrowed portion of the Class Settlement Amount. The Maple Park Defendant expressly agrees not to contest or take any position with respect to any application for attorneys' fees and expenses made by Class Counsel with respect to this Settlement.

10.2 Disbursement of Attorneys' Fees and Expenses. Attorneys' fees and expenses awarded by the Court shall be paid from the escrowed portion of the Class Settlement Amount to Class Counsel within ten (10) days after the Settlement has become Unconditional. Any amount not awarded by the Court shall be returned to Maple Park, subject to the adjustments referenced in section 7.2.2.

## 11. MISCELLANEOUS PROVISIONS

11.1 Jurisdiction. The Court shall retain jurisdiction over the Settling Parties to resolve any dispute that may arise regarding this Settlement Agreement or the Order of Final Approval and Class Notice, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Settlement Agreement.

11.2 Governing Law. This Settlement Agreement shall be governed by the laws of the State of Maryland without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

11.3 Severability. The provisions of this Settlement Agreement are not severable.

11.4 Amendment. Before entry of the Order of Final Approval, the Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all parties hereto sought to be bound by the amendment. Following entry of the Order of Final Approval approving the Settlement Agreement, the Settlement Agreement may be modified or amended only by written agreement signed on behalf of all the parties sought to be bound by the amendment, and approved by the Court.

11.5 Waiver. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed to be or construed as a

waiver of any other right, obligation, provision, or breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

11.6 Construction. None of the Settling Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

11.7 Principles of Interpretation. The following principles of interpretation apply to this Settlement Agreement:

11.7.1 Headings. The headings of this Settlement Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Settlement Agreement.

11.7.2 Singular and Plural Definitions apply to the singular and plural forms of each term defined.

11.7.3 Gender. Definitions apply to the masculine, feminine, and neuter genders of each term defined.

11.7.4 Terms of Inclusion. Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

11.8 Further Assurances. Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

11.9 Survival. All representations, warranties and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the Effective Date of Settlement.

11.10 Notices. Any notice, demand or other communication under this Settlement Agreement (other than notices to Class Members) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and Personally delivered, sent by registered or certified mail (postage prepaid), sent by confirmed facsimile, or delivered by reputable express overnight courier:

IF TO NAMED PLAINTIFFS

Jon D. Pels

Lawrence J. Anderson  
PELS, ANDERSON & LEE, L.L.C.  
4833 Rugby Avenue, Fourth Floor  
Bethesda, Maryland 20814

IF TO MAPLE PARK:

James K. Archibald  
VENABLE, LLP  
1800 Mercantile Bank Building  
2 Hopkins Plaza  
Baltimore, Maryland 21201

Any Party may change the address at which it is to receive notice by written notice delivered to the other Parties in the manner described above.

11.11 Entire Agreement. This Settlement Agreement contains the entire agreement between and among the Settling Parties relating to this Settlement. It specifically supersedes any settlement terms or settlement agreements between or among the Settling Parties that were previously agreed upon orally or in writing, or executed, by or among any of the Settling Parties relating to this Settlement.

11.12 Counterparts. This Settlement Agreement may be executed by exchange of faxed executed signature pages, and any signature transmitted by facsimile for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

11.13 Binding Effect. This Settlement Agreement binds and inures to the benefit of the parties hereto, their assigns, heirs, administrators, executors and successors.

11.14 Effective Date. The date on which the final signature is affixed below shall be the Agreement Execution Date. This Settlement Agreement shall not be effective until the Agreement Execution Date.

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement as of the last date set forth below.

*Dixie Rasengarth*  
Witness

*Jason W Royal*  
Jason W. Royal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sharon E. Stanhope, f/k/a Sharon McGraw

Maple Park, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(name)  
(title)  
Authorized officer