

Detrese Dowridge, *et al.*,

Plaintiffs

v.

Sage Management, LLC,

Defendant

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IN THE

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CIRCUIT COURT FOR

\*

BALTIMORE CITY

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Case No.: 24-C-14-001223 CN

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**FINAL APPROVAL ORDER**

The matter of Plaintiffs' Motion for Final Approval of Class Action Settlement Agreement (Docket #19) was heard on September 10, 2015. Counsel appeared for the parties. Upon consideration of that Motion, with the requirements of this Court's Order (Docket #13/1) granting Joint Motion for Preliminary Approval (Docket #13), the Declaration of Plaintiffs' Counsel (Docket #16), Plaintiffs' Motion for Approval of Incentive Payments and Attorneys' Fees and Costs (Docket #18), and Defendant's Consent (Docket #19/1), the Court will and hereby does

**ORDER** that the Plaintiffs' Motions (Docket #19, 18) are **GRANTED**.

Accordingly, this Court will order and approve: (a) the joint request of Plaintiffs Detrese Dowridge, Trachell Speaks, and Shonda Billings ("Plaintiffs") and a class of Persons similarly situated (collectively, "Plaintiffs" or "Class Members") and Defendant Sage Management, LLC ("Defendant") for final approval of the Class Action Settlement Agreement (the "Settlement Agreement"); and (b) the request by Class Counsel for approval of its request for attorneys' fees and costs, and the payment of an incentive award to the named plaintiffs, for reasons appearing on the record and stated as follows.

Based upon the submissions in support of final approval, the Court **FINDS**:

A. The total number of Class Members is 1,516.

B. Notice, in the form approved by the Court, was sent by Class Counsel via first class mail to all known class members at their last known mailing addresses. The mailing was complete as of July 2, 2015.

C. There are no pending objections to the Settlement.

D. One class member chose to opt-out of the Settlement.

E. A total of 196 eligible Class Members who are former tenants of Defendant timely returned a claim form for a *pro rata* cash payment from the portion of the Settlement Fund allocated to former tenants of Defendant. Each will receive a payment of \$225.00 from the Settlement Fund. Payments will be processed by Class Counsel in accordance with the terms of the Settlement Agreement after this Order becomes Final, as defined therein.

F. Class Members who are former tenants of Defendant and whose tenancies ended on or before December 31, 2013, will have any amount allegedly due and owing by that Class Member to Defendant forgiven by Defendant. Defendant will take all steps reasonably necessary to ensure that any collection efforts with respect to amounts allegedly owed by such Class Members will cease, that any collection actions filed against such Class Members will be dismissed with prejudice with Defendant to bear the court costs.

G. Class Members who are current tenants of Defendant will receive a cash payment in proportion to the number of rent complaints filed by Defendant against each Class Member from the portion of the Settlement Fund allocated to current tenants of Defendant. Payments will be processed by Class Counsel in accordance with the terms of the Settlement Agreement after this Order becomes Final, as defined therein.

H. Class Members who are current tenants of Defendant will receive a credit on their respective rent ledgers kept by Defendant for each Class Member in an amount proportionate to

the number of rent complaints filed by Defendant against each Class Member. Credits will be allocated by Class Counsel and processed by Defendant in accordance with the terms of the Settlement Agreement after this Order becomes Final, as defined therein.

The Court hereby **ORDERS**:

1. Definitions. For the purposes of this Final Order of Dismissal (the "Final Order"), the Court adopts by reference the definitions set forth in the Definitions section of the Settlement Agreement attached as Exhibit A to the Consent Motion for Preliminary Approval.

2. Notice. The Court finds that the distribution of the Notice, as provided for in the Preliminary Approval Order, and as set forth in the affidavit by Class Counsel filed with the Court constituted the best notice practicable under the circumstances to all persons within the definition of the Class, and fully met the requirements of Rule 2-231, any and all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law.

3. Final Approval. The Court finds that the Settlement and Settlement Agreement are fair, reasonable, and adequate, and accordingly, the Court approves the Class as certified for Settlement purposes and approves the Settlement.

A. The Parties are directed to implement the Settlement on the terms and schedule set forth more fully in the Settlement Agreement.

B. Except as to any individual claim of those Persons who have timely and effectively requested exclusion from Class under the Settlement Agreement, the Court hereby dismisses with prejudice the Action, all claims contained therein, and all Released Claims against the Defendant.

C. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

D. Upon the Final Approval of the Settlement Agreement, the Class Representatives and all Class Members who have not timely and effectively requested exclusion from the Class, shall be deemed to have and by operation of law shall have, fully, finally and forever released and discharged the Settling Parties from the Released Claims.

4. Injunction. The Court bars and permanently enjoins all Class Members, except those who timely and effectively requested exclusion from the Settlement, from instituting or prosecuting any action or proceeding, whether class or individual, against Defendant for liability in any way related to, arising out of, or based upon Released Claims.

5. Defendants' Denial of Liability. The Court notes that Defendant denies any liability to Plaintiffs or to the Class of any matter whatsoever. Without conceding any infirmity in their defenses, and while continuing to deny all allegations of liability, Defendant considers it desirable that the Action be dismissed and that the claims against Defendant be released, on the terms set forth herein, in order to avoid further expense, dispose of burdensome and protracted litigation and put to rest all claims which have or could have been asserted against Defendant arising from the acts, transactions, or occurrences alleged in the Action.

6. Jurisdiction. The Court finds that it has jurisdiction over the subject matter of the Action, the Class Representatives, the other Class Members, and Defendant. Without affecting the finality of the Judgment, the Court reserves exclusive and continuing jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of the Settlement Agreement and this Final Order.

7. Attorneys' Fees and Costs. After reviewing Class Counsel's motion for approval of the award of attorneys' fees and costs, the Court awards to Class Counsel attorneys' fees and costs in the total amount of One Hundred Thousand Dollars (\$100,000.00) as agreed by the Parties.

The Court also approves the administrative payment of Twenty Five Thousand Dollars (\$25,000.00) to Class Counsel and the incentive payments to the Named Plaintiffs in the amount of Three Thousand Dollars (\$3,000.00) each to be paid from that administrative payment.

8. Timing of Payments and Other Relief. No later than forty (40) days after the Final Order becomes final as defined in the Settlement Agreement, Defendant shall cause the Settlement Fund to be paid to Class Counsel for distribution in accordance with the terms of the Settlement Agreement.<sup>1</sup> Immediately after this Order becomes Final, Defendant shall be bound by this Order and the terms of the Settlement Agreement to implement the procedures and policies set forth in paragraph 37 (including all subparts thereof) of the Settlement Agreement, which are as follows:

(a). Defendant will not charge Agent Fees to tenants in connection with the filing of complaints for failure to pay rent or warrants of restitution until a court or statute or regulation permits residential landlords in Maryland to charge Agent Fees.

(b). Defendant will allocate payments made by tenants but not expressly designated by tenants to a particular charge only to the following charges: Rent, late fees,

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<sup>1</sup> No part of the Settlement Fund is compensating any of the Plaintiffs or class member for bodily injury, emotional distress, or psychological injury, nor is any part of the Settlement Fund being paid to reimburse any of the Plaintiffs or Class Members for any expense incurred or to be incurred in the future for medical treatment of any bodily injury, emotional distress, or psychological injury. Notwithstanding the foregoing, Plaintiffs and the Class Members release Defendant, to the fullest extent provided in Paragraph 44 of the Settlement Agreement, including, but not limited to, any and all claims relating in any way to damages for bodily injury, emotional distress, or psychological injury resulting from any and all loss or damages of any kind whatsoever, known or unknown, allegedly sustained or which may hereafter be sustained allegedly in consequence of, arising out of, resulting from or relating to all allegations, claims or defenses which have been raised in the Complaint, including but not limited to the assessment, collection and allocation of rent payments, penalties and administrative charges at residential apartment complexes managed by Defendant or owned by the Property Owners. The foregoing is included in this Order to confirm that neither the Defendant nor any insurer contributing to the Settlement Fund has any obligation with regard to any medical, health care, or Medicare lien or demand arising from the allegations, claims or defenses which have been raised in the Complaint.

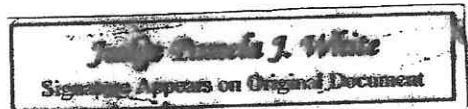
court costs and utility charges. With respect to non-designated payments, Defendant will take all reasonable and necessary steps to ensure that it applies non-designated payments first to satisfy any oldest, outstanding Summary Ejectment Judgment, if any exists, and then allocate the non-designated payments to the oldest outstanding Rent, late fee, court cost, or utility charge.

(c). Defendant will implement procedures to ensure that each and every Pay and Stay letter accurately reflects the necessary payment required to terminate the eviction proceedings, *i.e.*, only amounts actually found by the court to have been due and owing to Defendant pursuant to the Summary Ejectment Judgment.

(d). Defendant will change its accounting practices to ensure that any late fee is assessed only against the amount by which the tenant's portion of any rent due for a given month is late and unpaid.

9. Dismissal with Prejudice. All of the claims asserted by the Plaintiffs in this case are dismissed, with prejudice.

So ORDERED this 10<sup>th</sup> day of September, 2015.



Pamela J. White  
Judge, Circuit Court for Baltimore City