

2/10/2025

SAMUEL STOKES, \* IN THE CIRCUIT COURT FOR  
 Plaintiff, \* PRINCE GEORGE'S COUNTY  
 v. \* Case No. C-16-CV-24-001546  
 NOVELPAY, LLC \*  
 Defendant. \*

NB

\* \* \* \* \*

### FINAL ORDER APPROVING SETTLEMENT AND CERTIFYING SETTLEMENT CLASS

Upon review and consideration of the Settlement Agreement (Exhibit 1 to the November 27, 2024 Joint Motion for Preliminary Approval of Class Action Settlement) (the “Agreement”) by and between the Plaintiff, Samuel Stokes (acting individually and on behalf of the Settlement Class defined below) and NovelPay, LLC (“NovelPay”), and the memoranda and arguments of counsel,

IT IS HEREBY ORDERED and adjudged as follows:

1. This Court certified the following Settlement Class in this case for settlement purposes only by Order dated December 26, 2024:

All persons who paid a Service Fee to NovelPay in connection with NovelPay’s collection of charges arising from residential real property located in Maryland, including rent and community association dues, during the Class Period.

*See* December 26, 2024 Order Preliminarily Approving Settlement (the “Preliminary Approval Order”) at ¶ 3. The Settlement Class excludes all employees, officers and directors of NovelPay, and all employees of the Court. *See id.* ¶ 4.

2. The Court finds that all the requirements for class certification of the Settlement Class are met in this case, and determines, pursuant to the Agreement, that the prerequisites of Maryland Rule 2-231(b) & (c) (3) have been satisfied. In particular, pursuant to the Agreement, and for Settlement purposes only, the Court finds as to the Settlement Class that:

a. **Requirements of Md. Rule 2-231(b):**

Md. Rule 2-231(b) requires the following four threshold elements to be met in order for a class to qualify for certification: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representatives will fairly and adequately protect the interests of the class.

**Maryland Rule 2-231(b)(1) (numerosity):** This Court finds that the Class List consists of more than 63,200 persons, and therefore the Settlement Class is so numerous that joinder of all members is impracticable, and the requirement of numerosity under Md. Rule 2-231(b)(1) is satisfied.

**Maryland Rule 2-231(b)(2) (commonality of facts and law):** Based upon the Agreement and the memoranda of the parties, the Court finds that there are questions of law or fact common to the Settlement Class, including whether NovelPay's alleged actions constituted conducting a collection agency business under the Maryland Collection Agency Licensing Act, Md. Bus. Reg. § 7-101 et seq. and violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201 et seq. (Md. Rule 2-231(b)(2)). The Md. Rule 2-231(b)(2) requirement of commonality is satisfied.

**Maryland Rule 2-231(b)(3) (typicality of claims and defenses):** This factor focuses on the consideration of whether the representatives' interests are truly aligned and consistent with those of the Settlement Class Members. In this case, the Representative Plaintiff's claims are typical of and similar to the claims of every other Settlement Class Member. The claims of the Representative Plaintiff are typical of the claims of the Settlement Class Members, as Representative Plaintiff's

claims, as well as every Settlement Class Member's claims, center on the same question – whether NovelPay's alleged actions constituted conducting a collection agency business under the Maryland Collection Agency Licensing Act, Md. Bus. Reg. § 7-101 *et seq.* and violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201 *et seq.* (Md. Rule 2-231(b)(2)). Thus, the Court finds that the requirement of typicality under Md. Rule 2-231(b)(3) is satisfied.

**Maryland Rule 2-231(b)(4) (adequate representation):**

Based upon the similar nature of Representative Plaintiff's and the Settlement Class Members' claims, the Court finds that the claims of the Representative Plaintiff are not conflicting or inconsistent with the claims of the Settlement Class Members. Moreover, the Court finds that Representative Plaintiff and his counsel have and will protect the interests of the Settlement Class Members fairly and adequately, as no conflict of interest between the Representative Plaintiff and the Settlement Class Members has been shown, and he has retained counsel experienced in class action litigation. Accordingly, the Court finds that the requirement of adequate representation under Md. Rule 2-231(b)(4) is satisfied.

b. **Requirements of Maryland Rule 2-231(c):**

After the requirements of Maryland Rule 2-231(b) are found to exist, the Court must determine pursuant to Maryland Rule 2-231(c) whether this case may be maintained as a class action under Rule 2-231(c)(1), (c)(2), or (c)(3).

**Maryland Rule 2-231(c)(3):** This Court finds that this case may be maintained as a class action under Rule 2-231(c)(3) because there are common over-riding legal claims held by all Settlement Class Members. The questions of law or fact common to the members of the Settlement Class, and which are relevant for Settlement purposes, predominate over the questions affecting only individual members because a) the lawsuit and Agreement

concern, for all Settlement Class Members, the application of the same statutes to the same facts, including materially identical alleged collection activity involving all Settlement Class Members as a part of Defendant's routine business; and, b) Certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy, because in the absence of class certification, Settlement Class Members would as a practical matter be foreclosed from seeking relief for the relatively small individual claims alleged in this lawsuit. Denial of the settlement will effectively foreclose relief for most class members, and the pursuit of numerous individual cases, which would be essentially identical, would be a waste of judicial time and resources. In summary, common questions greatly predominate over individualized questions and a class action suit is clearly the superior vehicle to efficiently adjudicate this lawsuit. Certification under Rule 2-231(c)(3) is, therefore, appropriate.

2. Pursuant to MARYLAND RULE 2-231, the settlement of this action, as embodied in the terms of the Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement of this case in light of the factual, legal, practical and procedural considerations raised by this case. The Agreement is incorporated herein by reference into this Order (with capitalized terms as set forth in the Agreement) and is hereby adopted as an Order of this Court. This Order constitutes Final Approval of the Settlement. In the event of a conflict between the text of this Order and the text of the Agreement, the text of the Agreement shall prevail.

3. This Court finds that the settlement is fair, adequate, and reasonable after due consideration of: the Representative Plaintiff's likelihood of success at trial; the range of Representative Plaintiff's possible recovery; the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense and duration of the litigation; the substance and amount of opposition to the settlement; the state of proceedings at which the settlement was achieved; all written submissions;

affidavits, and arguments of counsel; and notice and opportunity for a hearing. Accordingly, the Agreement should be and is approved and shall govern all issues regarding the Settlement and all rights of the parties to this settlement, including the Settlement Class Members.

4. Each Settlement Class Member shall be bound by the Agreement, including the release of Released Claims in the Agreement, which Agreement is hereby incorporated by reference and becomes part of the Final judgment and Final Approval in this case.

4. After this Order becomes final and not subject to appeal, the parties are hereby ORDERED promptly to carry out their respective obligations under the Agreement and the Settlement Administrator is hereby DIRECTED to issue payments pursuant to the Agreement to those Settlement Class Members who are entitled to payment under that Agreement.

5. In accordance with the Agreement, the Settlement Administrator shall pay, or take all reasonable steps to transfer, assign or release, out of the Settlement Fund, to Gordon, Wolf & Carney, Chtd, Class Counsel, attorneys' fees in the total amount of 1/3 of the Settlement Fund, plus expenses in the amount of \$6,674.73. In addition, in accordance with the Agreement, NovelPay shall pay, or take all reasonable steps to transfer, assign or release, to the Trust Account of Gordon, Wolf & Carney, Chtd., an incentive payment to the Representative Plaintiff in the amount of \$15,000.

6. All Released Claims of each Settlement Class Member (as those terms are defined in the Agreement) are hereby dismissed on the merits and with prejudice.

7. Each and every Settlement Class Member is permanently enjoined from bringing, joining in, assisting in, or continuing to prosecute against any of the Released Persons any of the Released Claims.


8. This Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Agreement. The Court further retains jurisdiction to enforce this Order entered this day.

9. This Order is a final judgment.

BY ORDER OF THE COURT

03/17/2025 3:54:52 PM

Dated: March 17,, 2025

  
The Honorable William A. Snoddy  
Judge, Circuit Court for Prince George's  
County

Entered: Clerk, Circuit Court for  
Prince George's County, MD  
March 17, 2025