

ROBERT G. MEYER, *et al.*,

\* IN THE

*Plaintiff,*

\* CIRCUIT COURT

v.

\* FOR

MICHAEL WEIL, *et al.*,

\* BALTIMORE CITY, PART 23

*Defendant.*

\* Case No.: 24-C-23-003628

\* \* \* \* \*

**ORDER AND FINAL JUDGMENT APPROVING CLASS ACTION SETTLEMENT**

On this 16th day of September, 2025, a hearing having been held before this Court to determine whether the terms and conditions of the Stipulation and Agreement of Compromise and Settlement dated May 13, 2025 (the “Stipulation”),<sup>1</sup> which is incorporated herein by reference, and the terms and conditions of the settlement proposed in the Stipulation (the “Settlement”), are fair, reasonable and adequate for the settlement of all Released Claims that were or could have been asserted in the above-captioned action (the “Action”), and whether an order and final judgment should be entered in the Action; and the Court having considered all matters submitted to it at the hearing and otherwise for the reasons stated herein;

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED,**

this 16th day of September, 2025, as follows:

1. **Notice:** The Court finds that the dissemination of the Summary Notice and Notice was implemented in accordance with the Scheduling Order entered on June 5, 2025, 2025 (the “Scheduling Order”) and constituted the best notice practicable under the circumstances and satisfied the requirements of Maryland Rule 2-231, due process, and all other applicable law and rules.

<sup>1</sup> Capitalized terms (other than proper nouns) that are not defined herein shall have the same meanings set forth in the Stipulation.

2. **Class Certification**: The Court hereby certifies the Action as a non-opt-out class action pursuant to Maryland Rule 2-231(d), on behalf of a Class consisting of all record and beneficial owners of RTL as of September 12, 2023, who are not excluded. Those to be excluded from the Class include: (i) the Defendants, RTL and any parent, subsidiary, or affiliate thereof, (ii) any person or entity who is or was between and including April 1, 2013 and September 12, 2023 a partner, executive officer, director, or controlling person of any person or entity excluded in subsection (i), (iii) members of the Immediate Families of any Defendants who are natural persons, (iv) any entity in which any Defendant has or had on September 12, 2023 a controlling interest, (v) Defendants' directors' and officers' liability insurance carriers, and any parents, affiliates, or subsidiaries thereof, and (vi) the legal representatives, agents, heirs, successors, and assigns of any excluded party (collectively, the "Excluded Stockholders").

3. The Court hereby appoints Plaintiffs as Class Representatives and Plaintiffs' Counsel as Class Counsel. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the Class both in prosecuting the Action and for purposes of entering into and implementing the Settlement.

4. **Class Findings**: The Court hereby finds, pursuant to Maryland Rule 2-231, as follows:

- a. That (i) the Class is so numerous that joinder of all members is impracticable; (ii) there are questions of law and fact common to the Class; (iii) the claims of Plaintiffs are typical of the claims of the Class; and (iv) Plaintiffs and Class Counsel have fairly and adequately protected and represented the interests of the Class. As such, the Court confirms that the requirements of Maryland Rule 2-231(b) have been satisfied.

- b. The Court further finds that (i) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications which would establish incompatible standards of conduct for Defendants; and (ii) as a practical matter, the disposition of this Action would influence the disposition of any pending or future identical cases brought by other Class Members. As such, the Court confirms that the requirements of Maryland Rule 2-231(c)(1) have been satisfied.
- c. The Court further finds that (i) the questions of law or fact common to the Class predominate over any questions affecting only individual members; and (ii) a class action is superior to other available methods for the fair and efficient adjudication of this controversy. As such, the Court confirms that the requirements of Maryland Rule 2-231(c)(3) have been satisfied.

5. **Final Settlement Approval and Dismissal of Claims:** The Stipulation and the terms of the Settlement as described in the Stipulation and the Notice are found to be fair, reasonable, and adequate, and are hereby approved. The Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with the terms and provisions set forth in the Stipulation.

6. The Action against the Defendants is hereby finally and fully settled, compromised and dismissed, on the merits and with prejudice; the Released Plaintiffs' Claims are hereby finally and fully compromised, settled, released, discharged and dismissed with prejudice as against the Released Plaintiff Parties; and the Released Defendants' Claims are hereby finally and fully compromised, settled, released, discharged and dismissed with prejudice as against the Released Defendant Parties. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

7. **Settlement Distribution**: The Settlement Administrator shall make distributions to Eligible Class Members in the manner and subject to the conditions set forth in the Stipulation and the Plan of Allocation.

8. **Binding Effect**: This Judgment and the Stipulation are and shall be binding upon and shall inure to the benefit of the Released Defendant Parties and the Released Plaintiff Parties.

9. **Releases**: The Court orders that:

a. Upon the Effective Date, Plaintiffs and all Class Members and their successors and assigns shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the Released Defendant Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Defendants' Claims against any of the Released Defendant Parties.

i. "Released Defendant Parties" means Defendants and each of their respective past or present Immediate Family members, trusts of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of any Defendants' Immediate Family, as well as Defendants' trustees, executors, beneficiaries, agents, fiduciaries, partners, control persons, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, stockholders, principals, officers, directors, advisors, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, personal or legal representatives, heirs, estates, administrators, insurers and attorneys (including Defendants' Counsel).

ii. "Released Defendants' Claims" means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, costs, expenses and/or causes of action

of any kind or character, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, which Plaintiffs or any Class Member, ever had, now have, or may have against any of the Released Defendant Parties, whether class or individual in nature, whether based on state, local, foreign, federal (including, but not limited to, any state or federal securities laws), statutory, regulatory, common or other law or rule, which are based upon, arise out of, involve, directly or indirectly, or relate in any way to any of the facts, allegations, conduct, actions, inaction, breaches of fiduciary duty or other obligations, statements, misrepresentations, omissions, transactions, events or occurrences that were alleged, asserted, or claimed in the Action or relate to the subject matter thereof, in any court (whether state or federal), tribunal, forum, or proceeding. Without limiting the generality of the foregoing, Released Defendants' Claims include all claims that were asserted in this Action and all unasserted claims that are or would be barred under principles of claim preclusion, issue preclusion or collateral estoppel, by orders dismissing the Action with prejudice on the merits; provided, however, that the Released Defendants' Claims shall not include any claims to enforce the Settlement or the terms of the Stipulation.

b. Upon the Effective Date, each of Defendants, on behalf of themselves, the other Released Defendant Parties and their successors and assigns shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the Released Plaintiff Parties from and with respect to every one of the Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Plaintiffs' Claims against any of the Released Plaintiff Parties.

i. “Released Plaintiff Parties” means Plaintiffs, and their respective trustees, officers, directors, employees, agents, advisors, experts and attorneys (including Plaintiffs’ Counsel).

ii. “Released Plaintiffs’ Claims” means any and all complaints, claims for relief, causes of action, debts, demands, rights, sanctions, or liabilities whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, against any Released Plaintiff Parties (i) arising out of and/or relating in any way to the investigation, initiation, prosecution, and/or settlement of the Action or (ii) that otherwise in any way relate to the subject matter of the Action. The Released Plaintiffs’ Claims shall not include claims to enforce the Stipulation or Plaintiffs’ Counsel’s application for a Fee and Expense Award.

10. With respect to the Released Claims, the Parties shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of the United States, any law of any state, or principle of common law which governs or limits a person’s release of unknown or unsuspected claims (including those which, if known, might have affected the decision to enter into this Stipulation) to the fullest extent permitted by law, and to have relinquished, to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11. **No Admissions**: Neither the Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission or concession

by Plaintiffs or Defendants or their counsel, any Class Member, or any other Released Defendant Parties or Released Plaintiff Parties, of any fault, liability or wrongdoing whatsoever (or any lack thereof), as to any facts or claims alleged or asserted in the Action or otherwise, or any other actions or proceedings, or as to the validity or merit (or lack thereof) of any of the claims or defenses alleged or asserted in any such action or proceeding. The Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by Plaintiffs, Defendants, any Class Member or other Released Defendant Parties or Released Plaintiff Parties, or any damages or injury to Plaintiffs, Defendants, any Class Member or other Released Defendant Parties or Released Plaintiff Parties. Neither the Stipulation, nor any of the terms and provisions of the Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, (i) shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any other Class Member, or (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury or damages to any person or entity, or (ii) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Stipulation and Judgment may be introduced in any proceeding subject to Rule 408 of the Federal Rules of Evidence and any

and all other state law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Stipulation and Judgment has res judicata, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

12. **Award of Attorneys' Fees and Litigation Expenses:** Plaintiffs' Counsel is hereby awarded attorneys' fees of \$1,083,333.33 and expenses in the sum of \$1,461.70, which sum the Court finds to be fair and reasonable. Such sum shall be paid in accordance with the terms of the Stipulation.

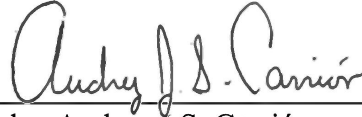
13. **Incentive Awards to Plaintiffs:** The Court hereby grants Incentive Awards to each of Plaintiffs in the sum of \$10,000.00, which is to be paid exclusively from Plaintiffs' Counsel's attorneys' fees.

14. **Contingent Reversion:** If the Effective Date does not occur, or if this Judgment or the Stipulation is disapproved, canceled or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, (i) the Parties shall be deemed to have reverted to their respective litigation status immediately prior to December 16, 2024, they shall proceed with the appeals process as if this Stipulation had not been executed and the related orders had not been entered, (ii) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, and (iii) the statements made in connection with the negotiations of the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of the Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement

communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding.

**IT IS SO ORDERED** this 16th day of September 2025.

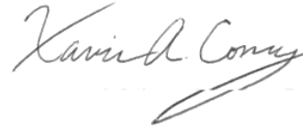
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Judge Audrey J.S. Carrión  
Circuit Court for Baltimore City  
Case No.: 24-C-23-003628

CLERK TO SEND COPIES TO:

All counsel of record.



Entered: Clerk, Circuit Court for  
Baltimore City, MD  
September 17, 2025