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OPHELIA BAGWELL, ET AL.

PLAINTIFFS

V.

THE M. KOVENS CO.

DEFENDANTS

\* IN THE  
\* CIRCUIT COURT 1013013  
\* FOR  
\* BALTIMORE CITY  
\* Case No. : 88239033/  
\* CL85964

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SETTLEMENT AGREEMENT REGARDING  
ATTORNEYS' FEES AND COSTS

THIS AGREEMENT is by and between The M. Kovens Co., Defendant, and the Legal Aid Bureau, Inc., attorneys for the Plaintiffs. The Defendants are represented in this matter by Kaplan, Heyman, Greenberg, Engelman & Belgrad.

WHEREAS, Plaintiffs, represented by counsel from the Legal Aid Bureau, Inc. filed a class action lawsuit on behalf of customers of the M. Kovens Company, alleging that the company violated various federal and state statutes and common laws; and

WHEREAS, on March 30, 1990, the parties entered into a Settlement Agreement and Release as to the merits of the case and agreed to reserve the issue of the Plaintiffs' attorneys' fees and costs for future resolution, and the Settlement Agreement and Release were approved by the Court; and

WHEREAS, the parties have reached a settlement agreement as to attorneys' fees and costs and have agreed that the execution of this Agreement and the undertaking of material covenants set

forth below shall be construed only as an amicable resolution and shall not be construed as an admission of any liability or wrongdoing under any common law, or of a violation of any federal, state, or local law, statute, ordinance, rule or regulation.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, it is stipulated and agreed by and among the undersigned and subject to the approval of the Circuit Court for Baltimore City of this Agreement, as follows:

1. The M. Kovens Co. shall pay to the Legal Aid Bureau, Inc., the sum of One Hundred and Ten Thousand Dollars (\$110,000) in full satisfaction of the Legal Aid Bureau's claim for attorneys' fees and costs in connection with the above-captioned case. The \$110,000 shall be paid in installments as follows: Beginning September <sup>15<sup>th</sup></sup> ~~10<sup>th</sup>~~ 1990, The M. Kovens Co. shall pay to the Legal Aid Bureau, Inc., \$1,500 per month for 24 months. Beginning September 10, 1992, the M. Kovens Company shall pay to the Legal Aid Bureau, Inc., \$2,055 per month for 35 months and \$2075 on the 36th month. All payments shall be due and payable at the offices of the Legal Aid Bureau, Inc. at 714 E. Pratt Street, 7th Floor, Baltimore, Maryland 21202, or any other address designated by the Legal Aid Bureau, on or before the <sup>15<sup>th</sup></sup> ~~10<sup>th</sup>~~ of the month.

2. If the M. Kovens Co. fails to make a payment in accordance with the terms of this Agreement, I, Frank Korel, President of the M. Kovens Co., hereby authorizes <sup>26</sup> any attorney of any court of record, to appear for the M. Kovens Co., Inc. in such court, and confess a judgment without process in favor of the Legal Aid Bureau, Inc., for the full unpaid balance under this agreement, whether due or not, together with any costs, and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment; hereby ratifying and confirming all that the said attorney may do by virtue hereof.

THE LEGAL AID BUREAU, INC.

THE M. KOVENS CO., INC.

By: Cheryl L. Hyatt (Seal)

Date: 7/2/90

By: Frank Korel (Seal)

Date: 6.29.90

KAPLAN, HEYMAN, GREENBERG,  
ENGELMAN & BELGRAD

By: Kevin P. Minin (Seal)

Date: 6/29/90

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on the 29<sup>th</sup> day of June, 1990, before me, the subscriber, a notary public, personally

appeared Franklin Korel, President of the M. Kovens Co., who after being duly sworn, deposed and made oath in due form of law that the execution of the foregoing Agreement is his free and voluntary act and that he is the proper official of the M. Kovens Co. to execute the foregoing agreement and that he has the requisite authority to execute this Agreement.

AS WITNESS my hand and Notarial Seal.

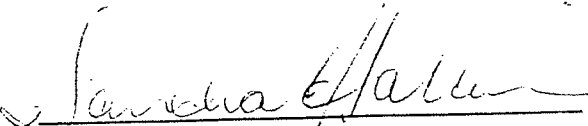
  
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Notary Public

My Commission Expires: 7-1-90

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on the 2nd day of July, 1990, before me, the subscriber, a notary public, personally appeared Cheryl L. Hystad, Legal Aid Bureau, Inc., who after being duly sworn, deposed and made oath in due form of law that she is the proper official of the Legal Aid Bureau, Inc. to execute the foregoing Agreement and that she has the requisite authority to execute this Agreement.

AS WITNESS my hand and Notarial Seal.

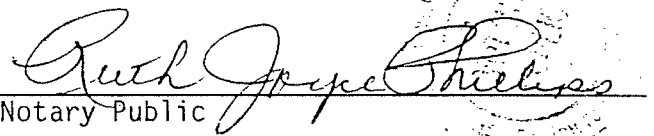
  
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Notary Public

My Commission Expires: 2/1/93

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on the 27<sup>th</sup> day of JUNE, 1990, before me, the subscriber, a notary public, personally appeared Kenneth P. Niman, Kaplan, Heyman, Greenberg, Engelman & Belgrad, P.A., who, after being duly sworn, deposed and made oath in due form of law that he is the proper official of Kaplan, Heyman, Greenberg, Engelman & Belgrad to execute the foregoing Agreement and that he has the requisite authority to execute this Agreement.

AS WITNESS my hand and notarial seal.

  
Notary Public

My Commission Expires: July 1, 1990

This Settlement Agreement Regarding Attorneys Fees' and Costs is approved by Order of this Court this 2 day of July, 1990.

  
Ellen M. Heller, Judge