

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Case No.: 1:18-cv-00043

RICARDO ROWLAND and
KENNETH SPURLOCK,

Plaintiffs,

v.

MID-AMERICA APARTMENTS, LP
d/b/a COLONIAL GRAND AT
RESEARCH PARK and THE
PRESERVE AT BRIER CREEK,

Defendant.

**CONSENT MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Plaintiffs Ricardo Rowland and Kenneth Spurlock (“Plaintiffs”), on behalf of themselves and all others similarly situated (the “Classes” as further defined below), and Mid-America Apartments, L.P. d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek (“Defendant”) (collectively referred to as “the Parties”) have entered into a Settlement Agreement and Release which is attached hereto as **Exhibit A**. Plaintiffs now move for an Order certifying the Classes, appointing Class Counsel, approving the content, form, and manner of notice proposed to be sent to all members of the Classes, and scheduling a fairness hearing. Plaintiffs’ counsel has consulted with Defendant’s counsel regarding this motion, and Defendant does not oppose this Motion.

For the reasons described in Plaintiffs’ memorandum of law in support of this

motion, Plaintiffs respectfully request that this Court grant the motion and enter the proposed Order on Preliminary Approval of Class Action Settlement, attached hereto as **Exhibit B**:

1. Certifying the Collection Letter Class for the purpose of the proposed class action settlement;
2. Certifying the Eviction Fee Class for the purpose of the proposed class action settlement;
3. Appointing Class Counsel;
4. Approving the content, form, and manner of notice proposed to be sent to all members of the Settlement Classes.

Respectfully submitted, this 27th day of November, 2019.

WHITFIELD BRYSON & MASON LLP

/s/ Scott C. Harris

Scott C. Harris

N.C. Bar No.: 35328

Patrick M. Wallace

N.C Bar No.: 48138

900 W. Morgan Street

Raleigh, North Carolina 27603

Telephone: (919) 600-5000

Facsimile: (919) 600-5035

scott@wbmlp.com

pat@wbmlp.com

MAGINNIS LAW, PLLC

Edward H. Maginnis
N.C. State Bar No. 39317
Karl S. Gwaltney
N.C. State Bar No. 45118
4801 Glenwood Avenue, Suite 310
Raleigh, North Carolina 27612
Telephone: 919-526-0450
Fax: 919-882-8763
emaginnis@maginnislaw.com
kgwaltney@maginnislaw.com

*Attorneys for Plaintiffs Ricardo Rowland,
Kenneth Spurlock and the putative classes*

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Case No.: 1:18-cv-00043

RICARDO ROWLAND and
KENNETH SPURLOCK,

Plaintiffs,

v.

MID-AMERICA APARTMENTS, LP
d/b/a COLONIAL GRAND AT
RESEARCH PARK and THE
PRESERVE AT BRIER CREEK,
Defendants.

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system, which sent notification of the filing to all counsel of record including the following:

Mark P. Henriques
mark.henriques@wbd-us.com

Michael A. Ingersoll
Mike.ingersoll@wbd-us.com

Matthew F. Tilley
Matthew.Tilley@wbd-us.com

Debbie W. Harden
Debbie.Harden@wbd-us.com

This the 27th day of November, 2019.

/s/ Scott C. Harris

Scott C. Harris

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION
CIVIL ACTION NO. 1:18-cv-00043-NCT-LPA**

**RICARDO ROWLAND and KENNETH
SPURLOCK,**

Plaintiffs,

v.

**MID-AMERICA APARTMENTS, LP
d/b/a Colonial Grand at Research Park, and
The Preserve at Brier Creek,**

Defendant.

**SETTLEMENT AGREEMENT AND
RELEASE**

This Settlement Agreement and Release is entered into by and among the following parties (the “Parties” or, individually, each a “Party”), by and through their respective counsel: Ricardo Rowland and Kenneth Spurlock (the “Named Plaintiffs” or “Class Representatives”), on behalf of themselves and the Settlement Classes (defined below) and Mid-America Apartments, L.P. d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek (“Defendant”). This Agreement (defined below) fully and finally compromises and settles any and all claims, cross-claims, and counter-claims that were or could have been asserted by the Named Plaintiffs or the Settlement Classes in the lawsuit styled as *Ricardo Rowland and Kenneth Spurlock v. Mid-America Apartments, LP d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek*, Civil Action No. 1:18-cv-00043-NCT-LPA (the “Litigation”).

WHEREAS, on December 18, 2017, Ricardo Rowland filed a class action petition in the General Court of Justice, Superior Court Division, County of Durham, North Carolina, alleging that Defendant violated Section 42-46 of the North Carolina Residential Rental Agreements Act

(“NCRRAA”); the North Carolina Debt Collection Act, N.C.G.S. §§ 75-50 *et seq.* (the “NCDCA”); the North Carolina common law of contracts; the North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. §§ 75-1.1, *et seq.* (“UDTPA”); and the Uniform Declaratory Judgment Act, N.C.G.S. §§ 1-253 *et seq.* (the “Uniform Declaratory Judgment Act”) on the basis that Defendant allegedly engaged in unfair debt collection in its attempts to collect upon court costs, fees, penalties, and other improper charges;

WHEREAS, on January 22, 2018, Defendant filed a Notice of Removal from the General Court of Justice, Superior Court Division, County of Durham, North Carolina, and the Litigation was then removed to the United States District Court of the Middle District of North Carolina, Durham Division (the “Court”);

WHEREAS, on October 25, 2018, Mr. Rowland filed a Motion to Amend his Complaint to include Bryan Hester and Kenneth Spurlock as additional Class Representatives but otherwise included the same allegations as the original complaint filed on December 18, 2017;

WHEREAS, on June 25, 2019, Defendant consented to the filing of Plaintiffs’ Amended Complaint, which was filed that same day, adding Kenneth Spurlock as an additional Named Plaintiff;

WHEREAS, the Named Plaintiffs allege that they and other, allegedly, similarly situated individuals are entitled to compensatory damages, punitive damages, statutory penalties, damages calculated pursuant to N.C.G.S. § 75-8, treble damages from an alleged violation of N.C.G.S. § 42-46 in accordance with N.C.G.S. § 75-1.1, and attorneys’ fees and costs pursuant to N.C.G.S. § 75-16.1;

WHEREAS, on September 27, 2019, the Parties conducted a mediation session with Donald Beskind, Esq., a respected attorney and mediator, and through arm’s-length negotiations

reached an agreement in principle to resolve the Litigation contingent upon the negotiation and execution by the Parties of a final agreement approved by the Court;

WHEREAS, for settlement purposes only, the Named Plaintiffs will request that the Court certify the Settlement Classes and appoint the Named Plaintiffs as Class Representatives and their attorneys, Scott C. Harris, Patrick M. Wallace, Karl S. Gwaltney and Edward H. Maginnis, as Class Counsel (defined below) in the Litigation;

WHEREAS, based on discovery and the experience of Class Counsel, the Class Representatives and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Classes and in the best interests of the Settlement Classes;

WHEREAS, the Named Plaintiffs, on behalf of themselves and as the representatives of the Settlement Classes, and Defendant desire to resolve the disputes between them;

WHEREAS, the Named Plaintiffs, on behalf of themselves and as the representatives of the Settlement Classes, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant vigorously denies any and all liability or wrongdoing to the Named Plaintiffs and to the Settlement Classes, but whereas Defendant has nonetheless concluded that further conduct of the Litigation would be protracted and expensive, and has taken into account the uncertainty and risks inherent in this Litigation, and has determined that it is desirable that the Litigation be fully, completely, and finally settled in the manner and upon the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Parties and their respective counsel agree that the Litigation shall be settled, compromised, and dismissed with prejudice on the terms and conditions set forth in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and upon finding that it is a fair, reasonable, and adequate settlement.

I. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

“Agreement” means this Settlement Agreement resolving the Litigation and all attachments and exhibits, which the Parties understand and agree set forth all of the terms and conditions of the settlement between them, and which is subject to Court approval. It is understood and agreed that Defendant’s obligations for payment under this Agreement are conditioned on, among other things, Final Approval (defined below) of the Agreement by the Court.

“Claim Form” means the Claim Form in substantially the form attached hereto as Exhibit A, which permits a member of the Settlement Classes to submit a claim and, upon approval of the Claim Form by the Settlement Administrator (defined below), receive a distribution from the Settlement Fund (defined below).

“Claim Form Processing Period” shall mean the period of time ending one hundred twenty (120) days after the date on which the Class Notice (defined below) is issued in accordance with the terms of this Agreement.

“Class Counsel” means Scott C. Harris and Patrick M. Wallace of Whitfield Bryson & Mason LLP, 900 W. Morgan Street, Raleigh, NC 27603, and Edward H. Maginnis and Karl S. Gwaltney of Maginnis Law, PLLC, 4801 Glenwood Ave #310, Raleigh, NC 27612.

“Class Notice” means the notice in substantially the form attached hereto as Exhibit B.

“Class Period” means the period of time between December 18, 2013 and June 25, 2018.

“Class Released Claims” means any and all suits, claims, assertions, allegations, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, debts, judgments, remedies, demands, rights, liabilities and causes of action which are related to the subject matter of the Litigation, including, without limitation, any claim by a member of the Settlement Classes arising under, or in any way related to, the NCRRAA, the NCDCA, the UDTPA, the North Carolina common law of contracts, the Uniform Declaratory Judgment Act, breach of contract and unjust enrichment, claims for actual or statutory damages, statutory breaches, punitive damages that were asserted or could have been asserted, interest, attorneys’ fees, costs, expenses, restitution, or equitable relief, compensatory damages, punitive damages, statutory penalties, damages calculated pursuant to N.C.G.S. § 75-8, treble damages under N.C.G.S. § 75-1.1, and/or attorneys’ fees and costs pursuant to N.C.G.S. § 75-16.1.

“Collection Letter” means a written communication from Defendant or its affiliates either threatening to charge Eviction Fees (defined below) or claiming that such Eviction Fees were then owed.

“Collection Letter Class” means all natural persons who, during the Class Period, resided in any of Defendant’s Properties (defined below) and were sent a Collection Letter.

“Complaint” means the document titled “Amended Complaint” that is currently pending in the Court entitled *Rowland et al. v. Mid-America Apartments, L.P.*; assigned the docket number 1:18-cv-00043.

“Counsel for Defendant” means Mark P. Henriques, Womble Bond Dickinson (US) LLP, One Wells Fargo Center, Suite 3500, 301 South College Street, Charlotte, NC 28202-6037.

“Defendant’s Properties” means any apartment community located in the State of North Carolina owned and/or managed, directly or indirectly, by Defendant at any point in time during the Class Period.

“Effective Date” means the date on which the Order of Final Approval (defined below) becomes Final (defined below).

“Eviction Fees” means the amount of attorneys’ fees, process service costs and/or court costs incurred by Defendant in connection with the filing of an action for summary ejectment, eviction or other similar possessory claim against a resident of one of Defendant’s Properties related to their tenancy with Defendant during the Class Period.

“Eviction Fee Class” means all natural persons who, during the Class Period: (a) resided in any of Defendant’s Properties; (b) were charged Eviction Fees by Defendant or its affiliates; and (c) actually paid such Eviction Fees.

“Fairness Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy and reasonableness of this Agreement pursuant to Federal Rule of Civil Procedures 23; and (ii) entering the Order of Final Approval.

“Final” or “Finally Approved” or “Final Approval” of this Agreement means the later of the date by which (i) time has run for any appeals from the Order of Final Approval or (ii) any such appeals have been resolved in favor of approving, or affirming the approval of, this Agreement.

“MAA Releasees” means Mid-America Apartments, L.P., and each of its affiliates, parents, subsidiaries, predecessors, successors, and assigns, as well as each of those entities’ past or present owners, investors, directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys,

accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns.

“Notice Period” means the period running from the date the Settlement Administrator commences the Notice Plan (defined below) until such time the Notice Plan is complete.

“Notice Plan” means the plan for dissemination of the notice of this Settlement Agreement as set forth in the Declaration of the Settlement Administrator attached as Exhibit C. The Notice Plan must commence on or before fifteen (15) days after the entry of the Preliminary Approval Order and should be substantially completed no later than forty-five (45) days after the entry of Preliminary Approval Order.

“Opt-Out Deadline” shall have the same meaning as set forth in the Preliminary Approval Order (defined below) issued by the Court.

“Order of Final Approval” means an order in substantially the form attached hereto as Exhibit D, to be entered and filed by the Court granting final approval to the settlement and this Agreement, and ruling on Class Counsel’s application for reasonable attorneys’ fees and expenses, and the Service Award (defined below) for the Class Representatives, and dismissing with prejudice the Class Released Claims, and all the claims of the Named Plaintiffs and members of the Settlement Classes who do not opt-out as provided by this Agreement.

“Preliminary Approval Order” means an order in substantially the form attached hereto as Exhibit E, to be entered and filed by the Court preliminarily certifying the Settlement Classes for settlement purposes only and granting preliminary approval to the settlement reflected in this Agreement.

“Remaining Amount” means the amount of the Settlement Fund remaining after administration expenses, any Court-approved Service Award, and any Court-approved attorney fees and expenses have been paid.

“Request for Exclusion” means the written request that a member of the Settlement Classes is required to timely submit in order to opt-out of the Settlement Classes and this Agreement.

“Service Award” shall be the sum paid to Named Plaintiffs Ricardo Rowland and Kenneth Spurlock as remuneration for their roles as Class Representatives for the Settlement Classes. Class counsel shall seek, and MAALP shall not object to, Service Awards to the Named Plaintiffs of \$3,500.00 each, for a total of \$7,000.00, which shall be paid from the Settlement Fund.

“Settlement Administrator” means Angeion Group, the third-party settlement administrator agreed upon by the Parties that shall be responsible for administrative tasks related to the settlement, including, without limitation: (a) arranging for distribution of the Class Notice to members of the Settlement Classes; (b) making any other mailings to members of the Settlement Classes required under the terms of this Agreement; (c) answering any inquiries from members of the Settlement Classes and/or forwarding such inquiries to Class Counsel or their designee as appropriate; (d) distributing payments to members of the Settlement Classes; and (e) otherwise assisting with implementation and administration of the terms of this Agreement.

“Settlement Classes” means each member of the Collection Letter Class and each member of the Eviction Fee Class; provided; however, that the Settlement Classes do not include (a) the MAA Releasees and any of their respective officers, directors, and employees; (b) any person who filed, before Final Approval, any bankruptcy proceeding; (c) any individuals who

properly opt-out of the Settlement Classes pursuant to the procedures described herein; (d) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit; (e) the spouses of those in category (d); (f) any person within the third degree of relationship of those individuals in categories (d) or (e); and (g) the spouses of those individuals within category (f).

“Settlement Fund” means the amount of \$1,100,000 to be paid by Defendant to the Settlement Administrator for the benefit of the Settlement Classes for settlement of the Litigation and all Class Released Claims pursuant to this Agreement, which includes: (1) the Service Award to the Named Plaintiffs that the Court approves; (2) the reasonable attorneys’ fees, costs, and expenses to Class Counsel that the Court approves; (3) the fees and expenses of the Settlement Administrator, including without limitation, the cost of the Class Notice; (4) the benefits available under Section II.C.1 and Section II.C.2.

“Settlement Website” means the website described in Section III.C of this Agreement.

II. THE SETTLEMENT TERMS

A. Certification of Settlement Classes and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees not to oppose the Named Plaintiffs’ motion to certify the Settlement Classes. Defendant’s conditional agreement is contingent upon each and all of the following: (a) the execution of this Agreement by the Parties; (b) the entry of the Preliminary Approval Order; (c) the entry of an Order of Final Approval; and (d) the Order of Final Approval becoming Final. Except as provided below, if this Agreement, for any reason, is not Finally Approved or is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Agreement shall remain subject to the

Local Rules of the United States District Court for the Middle District of North Carolina, the Federal Rules of Civil Procedure, the provisions of Federal Rule of Evidence 408, and any applicable state law or rule of civil procedure or evidence.

Defendant denies all of the claims as to liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief as well as the class action allegations asserted in the Litigation. Defendant has agreed to settle this Litigation through this Agreement, but to the extent this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class action treatment on any grounds or assert any and all defenses or privileges. The Class Representatives and Class Counsel agree that Defendant retains and reserves all of these rights and the Class Representatives and Class Counsel agree not to take a position to the contrary.

B. The Settlement Fund

In full and final settlement of the Class Released Claims, Defendant shall establish the Settlement Fund to settle the Litigation in full. This Settlement Fund shall constitute an “all-in” number that reflects Defendant’s total obligation with regard to this Litigation, including, without limitation: (i) all claims, monetary benefits, or payments to the Settlement Classes; (ii) all fees and costs of Class Counsel as ordered by the Court; (iii) any Service Awards to the Named Plaintiffs as ordered by the Court; and (iv) all costs associated with the provision of notice to the Settlement Classes or administration of the settlement; and (v) taxes. Under no circumstances will Defendant be required to pay anything more than the Settlement Fund in connection with this settlement. Each member of the Settlement Classes shall look solely to the

Settlement Fund for settlement and satisfaction of all Class Released Claims as provided in this Agreement.

Within seven (7) days after the entry of the Preliminary Approval Order, Defendant will advance to the Settlement Administrator \$45,000 in order to send the Class Notice in accordance with the terms and conditions of this Agreement, and facilitate administration of the settlement. This amount shall come from, and reduce, the Settlement Fund.

Within twenty-one (21) days after the Effective Date, Defendant shall pay the difference between \$1,100,000 and any amounts previously advanced to the Settlement Administrator. Defendant shall have no further payment obligations to the Named Plaintiffs or members of the Settlement Classes, or to Class Counsel, or the Settlement Administrator, upon payment of the Settlement Fund to the Settlement Administrator.

C. Determination of Distributions to the Settlement Classes

The Remaining Amount shall be payable to the members of the Settlement Classes accordingly:

1. Collection Letter Class

Members of the Collection Letter Class shall receive benefits on a claims-made basis. Each member of the Collection Letter Class who submits a valid and timely Claim Form during the Claim Form Processing Period is eligible to receive \$25.00 for each Collection Letter received by such member of the Collection Letter Class, with a maximum of \$75.00. By way of example, a member of the Collection Letter Class who received two Collection Letters from Defendant shall be eligible to claim \$50.00. Each member of the Collection Letter Class who makes a claim for benefits under this section must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received.

The Collection Letter Class shall be allotted a total from the Remaining Amount not to exceed \$200,000.00. In the event that the total number of claims for the Collection Letter Class exceeds \$200,000.00, each claim shall be reduced pro rata. Any amounts unclaimed from the \$200,000.00 allotted to the Collection Letter Class shall be allocated to the Eviction Fee Class.

2. Eviction Fee Class

Members of the Eviction Fee Class shall receive benefits on a claims-made basis. Each member of the Eviction Fee Class who submits a valid and timely Claim Form during the Claim Form Processing Period is eligible to receive a total of \$800, subject to pro rata reduction if oversubscribed. Any amounts unclaimed from the \$200,000 allotted to the Collection Letter Class shall be allotted to the Eviction Fee Class. Any amounts unclaimed for the Eviction Fee Class shall be allocated to the *cy pres* recipient as ordered by the Court and pursuant to Section II.D of this Agreement.

3. Members of the Eviction Fee Class Who Shared a Single Unit

The monetary benefits available to members of the Eviction Fee Class described in Section II.C.2 above are available on a per-unit basis. In the event that more than one member of the Eviction Fee Class files a Claim Form for benefits under Section II.C.2 above for the same unit, the Settlement Administrator shall consult the spreadsheet provided by Defendant listing those tenants and roommates who were charged Eviction Fees during the Class Period. If the Settlement Administrator determines that Eviction Fee Class Members filed Claim Forms and were roommates, the benefits available to each Eviction Fee Class Member shall be in accordance with the number of claimants who filed a Claim Form for the same unit. For example, if two members of the Eviction Fee Class were roommates at the same unit owned or

managed by Defendant during the Class Period and both filed claims, the two members of the Settlement Classes shall be eligible for one-half of the benefits listed in Section II.C.2.

D. Making of Distributions

Within forty (40) days after the Effective Date, the Settlement Administrator shall: (i) determine the members of the Settlement Classes eligible to receive a distribution from the Settlement Fund; and (ii) pay by check, PayPal or electronic transfer such eligible member of the Settlement Classes an amount determined by the Settlement Administrator to be due to such eligible member of the Settlement Classes pursuant to this Agreement. The Settlement Administrator will perform skip tracing and re-mailing, as reasonably necessary. Checks will be valid for 180 days from the date on the check. The amounts of any checks that are returned as undeliverable or that remain uncashed more than 180 days after the date on the check shall be provided *cy pres* to Legal Aid of North Carolina, subject to Court approval. The Parties agree that all members of the Settlement Classes waive and abandon any ownership interest in any undeliverable, returned, uncashed, or non-negotiated checks and further agree that no obligation has been generated or proven with respect to such undeliverable, returned, uncashed, or non-negotiated checks.

E. Motions to Set Aside Judgments

In addition to the monetary benefits identified in Section II.C of this Agreement, any member of the Settlement Classes against whom a judgment for possession at one of Defendant's Properties was obtained by Defendant or its affiliates during the Class Period is eligible to file with the appropriate court a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal*, in substantially the form attached hereto as Exhibit F (the "Consent Motion"). Settlement Class Members shall have the sole obligation to fill out and

file the Consent Motion. Defendant will not object to the filing of a Consent Motion by a member of the Settlement Classes. In order to qualify for this benefit, Settlement Class members must file a valid and timely claim.

F. Reversion to Defendant if Final Approval Does Not Occur or Is Voided

In the event the Agreement is not Finally Approved or is cancelled or terminated or otherwise becomes null and void for any reason, the remainder of the Settlement Fund, net of actual costs incurred for distribution of the Class Notice shall revert back to Defendant.

G. Attorneys' Fees

To the extent that the Court orders an award of attorneys' fees and expenses to Class Counsel, such award will be paid from the Settlement Fund by the Settlement Administrator within twenty-one (21) days after the Effective Date. Defendant will not object to Class Counsel's request for an award of attorneys' fees not to exceed thirty-three percent (33%) of the Settlement Fund, and Defendant will not object to Class Counsel's request for reimbursement of costs and expenses incurred during the litigation. Both Class Counsel's awarded attorneys' fees, costs, and expenses shall be paid solely from the Settlement Fund. Whatever amount is ultimately approved by the Court shall be Class Counsel's total recovery for attorneys' fees, costs, and expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, in videographer expenses, expert fees and costs, and document review and production costs).

Class Counsel shall be solely responsible for allocating attorneys' fees, costs, and expenses that are awarded by the Court among Class Counsel, and Defendant shall have no responsibility, role, or liability in connection with such allocation or for any additional payments.

H. Motion for Preliminary Approval

As soon as practicable after the Parties execute this Agreement but in no event later than thirty (30) days after the Parties execute this Agreement, and concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement.

III. SETTLEMENT ADMINISTRATION

A. Settlement Administrator

The Settlement Administrator may appoint as many settlement administration officers, experts, and/or advisors as are necessary to carry out the duties of the Settlement Administrator expeditiously. The cost of notices and administration shall be paid from the Settlement Fund. The Settlement Administrator procedures shall be subject to Court approval and under the continuing jurisdiction of the Court. The Settlement Administrator shall be responsible for disseminating information to members of the Settlement Classes concerning settlement procedures. In addition, the Settlement Administrator shall assist the Court in processing and tabulating opt-out requests, shall receive all opt-out forms and documentation, shall process and pay members of the Settlement Classes as provided in this Agreement and any applicable orders of the Court, and shall operate under the continuing supervision of the Court.

B. Class Notice

The Parties agree that for notice purposes, the Settlement Administrator shall use the spreadsheet provided by Defendant listing those tenants and roommates who (i) were charged late fees during the Class Period to determine the potential members of the Collection Letter Class and (ii) were charged Eviction Fees during the Class Period to determine the members of the Eviction Fee Class. Within five (5) days after signing this Agreement, Class Counsel shall

provide the Settlement Administrator with all address and e-mail information previously provided to Class Counsel by Defendant for members of the Settlement Classes.

At the commencement of the Notice Period, the Settlement Administrator shall execute the Notice Plan by either (i) mail, by first class mail, a copy of the Claim Notice to every potential member of the Settlement Classes for whom there is address information, or (ii) email a copy of the Claim Notice to every potential member of the Settlement Classes for whom an e-mail address is available.

For each Class Notice returned to the Settlement Administrator without forwarding addresses, the Settlement Administrator will use publicly available databases as practicable to update addresses for the members of the Settlement Classes and will cause the Class Notice to be re-mailed to such members of the Settlement Classes who can be located.

C. Settlement Website

Within fifteen (15) days after entry of the Preliminary Approval Order, the Settlement Administrator will cause a Settlement Website to become active at the following URL, or such other URL as agreed to by Defendant: www.NCEvictionFeeMAALP.com. The Settlement Website shall include hyperlinks to allow access to the Complaint, this Agreement, the Class Notice, the Claim Form, and the Preliminary Approval Order. The Settlement Website will also contain plain-language Frequently Asked Questions.

As soon as reasonably practicable, any of the following documents being filed, the Settlement Website will also be updated to include copies of: (i) the Named Plaintiffs' Motion for Attorney Fees and Costs; (ii) the Named Plaintiffs' Motion for Service Awards; (iii) the Motion for Final Settlement Approval and all exhibits submitted in support thereof; and (iv) any further material orders issued by the Court, including the Order of Final Approval. This

information shall remain on the Settlement Website until the date that is 30 days after the void date of the members of the Settlement Classes checks. The Settlement Website shall not contain any direct hyperlinks to Class Counsel's websites. If the Settlement Administrator is unable to host the Settlement Website as specified in this Section III.C, the Settlement Administrator shall instead host the Settlement Website described above at a different URL, subject to Defendant's approval.

D. Opt-Out

The Class Notice and the Settlement Website shall provide a procedure whereby members of the Settlement Classes may exclude themselves, or "opt-out," from the Settlement Classes by mailing a Request for Exclusion. On or before the Opt-Out Deadline, but no more than sixty (60) days after the initial mailing or emailing date of the Class Notice, each member of the Settlement Classes who elects to opt-out of the settlement must send, by first-class U.S. mail, written notice addressed to Class Counsel and Counsel for Defendant indicating his or her name and address and stating that he or she desires to opt-out of the settlement or otherwise does not want to participate in the settlement. Any member of the Settlement Classes who does not validly and timely (as measured by the postmark date on that individual's written request) submit a Request for Exclusion shall be a member of the Settlement Classes and shall be bound by the terms of this Agreement and by any orders of the Court regarding the settlement or the Settlement Classes regardless of whether such member of the Settlement Classes submits a Claim Form or receives a distribution from the Settlement Fund. In no event shall members of the Settlement Classes who purport to opt-out of the settlement as a group, aggregate, collective, or class involving more than one member of the Settlement Classes be considered a successful opt-out.

E. Objections

The Class Notice shall also provide a procedure for members of the Settlement Classes to object to the settlement set forth herein and any of its terms. Any member of the Settlement Classes who wishes to object to the settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postage to Class Counsel and Counsel for Defendant no later than the objections deadline set by the Court and set forth in the Class Notice. The notice of objection must state the case name and number; the basis for, and an explanation of, the objection; the name, address, telephone number, and email address of the member of the Settlement Classes making the objection; and a statement of whether the member of the Settlement Classes intends to appear at the Fairness Hearing, either with or without counsel. A Settlement Class member who otherwise wishes to speak at the Fairness Hearing shall submit a notice of intent to appear to the Court that includes the name, address, and telephone number of the person that will appear on behalf the Settlement Class member fourteen (14) days before the Fairness Hearing. The filing of an objection allows Class Counsel the option to take the deposition of the objecting individual consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by such individual to make himself or herself available for a deposition or to comply with expedited discovery requests may result in the Court striking such individual's objection and otherwise denying such individual the opportunity to make an objection or be further heard. The Parties reserve the right to ask the Court to tax the costs of any such discovery to the objecting member of a Settlement Class or such individual's separate counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

In addition, any objection must be personally signed by the member of the Settlement Classes or, if represented by counsel, then by counsel. If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the members of the Settlement Classes represented by objector's counsel; and (2) the number of such represented members of the Settlement Classes who have opted out of the settlement contemplated by this Agreement. Any member of the Settlement Classes who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement. No member of the Settlement Classes shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Order of Final Approval except by filing and serving written objections in accordance with the provisions of this Settlement Agreement.

Any member of the Settlement Classes who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the settlement.

F. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. In the event that the Agreement is not so approved, the Parties shall return to the *status quo ante* prior to the execution of this Agreement, as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of the date of this Agreement, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Classes. In the event that this Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal and such reversal

or vacation would require material modifications to this Agreement, each of the Parties shall have a right to withdraw from this Agreement and return to the *status quo ante* as of the date of this Agreement, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Classes.

G. Defendant's Rights to Terminate Agreement

Defendant's willingness to settle this Litigation on a class-wide basis and to agree not to oppose the certification of the Settlement Classes is dependent upon achieving finality in this Litigation, and the desire to avoid further expense in this Litigation. Consequently, Defendant shall have the right in its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement to the Named Plaintiffs, members of the Settlement Classes, or Class Counsel if any of the following conditions subsequently occurs: (a) the Court fails or declines to grant preliminary approval pursuant to the terms of the Preliminary Approval Order; (b) more than fifty (50) members of the Settlement Classes timely submit to the Settlement Administrator a Request for Exclusion electing to opt-out of the settlement in accordance with the terms and conditions of this Agreement; (c) the Court materially modifies the terms of the Class Released Claims; (d) the Effective Date does not occur, unless such failure to occur is attributable to Defendant; or (e) either of the Named Plaintiffs submits a Request for Exclusion to the Settlement Administrator opting out of the Settlement Classes.

H. Fairness Hearing and Final Approval

The Parties will petition the Court to hold a final Fairness Hearing and to enter the Order of Final Approval. The Parties agree to cooperate in scheduling the Fairness Hearing so that it

shall be held as soon as practicable, but in any event no earlier than 100 days from the date of the Court entering the Preliminary Approval Order.

Prior to the Fairness Hearing, on the date set by the Court, the Named Plaintiffs, through Class Counsel, shall submit a motion for final approval by the Court of the settlement contemplated by this Agreement and the entry of an Order of Final Approval that:

- Finds the settlement contemplated by this Agreement and its terms to be fair, reasonable and adequate within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;
- Finds that the notice given constitutes due, adequate, and sufficient notice, and meets the requirements of due process and any applicable laws;
- Provides for Service Awards from the Settlement Fund to the Named Plaintiffs in addition to whatever monies they shall receive from the Settlement Fund pursuant to the Court-approved plan of allocation;
- Provides for payment of attorneys' fees and expenses from the Settlement Fund;
- Sets forth the method for allocating the Settlement Fund and the Remaining Amount;
- Directs that the Litigation be dismissed with prejudice as against Defendant without costs to the Parties;
- Approves the release of claims specified herein as binding and effective as to all members of the Settlement Classes and permanently bars and enjoins all members of the Settlement Classes from asserting any Class Released Claims;
- Reserves exclusive and continuing jurisdiction over the settlement, including the Settlement Fund and the administration, enforcement, consummation, and interpretation of this Agreement; and

- Directs that the Order of Final Approval be entered as between the Parties in the Litigation.

If so required by the Court in connection with the Final Approval of the settlement, the Parties agree to accept non-material or procedural changes to this Agreement. However, the Parties are not obligated to accept any changes to the amount of the Settlement Fund or any other substantive change to this Agreement or their respective obligations hereunder.

I. Retention of Records

The Settlement Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. The confidentiality of those records shall be maintained in accordance with the Preliminary Approval Order.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy

This Agreement shall be the exclusive remedy for any and all Class Released Claims, any claims arising out of the subject matter of this Agreement, and any complaints or claims by the Settlement Classes or any member of the Settlement Classes against any or all of the MAA Releasees in any way related to the Class Released Claims. No MAA Releasee shall be subject to liability or expense of any kind to the Settlement Classes or any member of any Settlement Class related to the Class Released Claims except as provided in this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties' successors and assigns.

B. Dismissal of Claims

The Parties agree that upon the Effective Date of this Agreement, the Litigation shall be dismissed with prejudice in accordance with the Order of Final Approval.

C. Jurisdiction

The Court shall retain exclusive and continuing jurisdiction over this Litigation, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

D. Release of MAA Releasees

Upon the Effective Date, the Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes, their respective representatives, agents, attorneys, partners, successors, predecessors, and assigns and all those acting or purporting to act on their behalf, except any person who has timely submitted a Request for Exclusion in accordance with the provisions of this Agreement, will conclusively be deemed to and shall have relinquished, released and forever discharged and dismissed with prejudice the MAA Releasees from and shall be forever barred from instituting, maintaining or prosecuting any and all of the Class Released Claims.

The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes covenant and agree that they shall not hereafter seek to establish liability against any MAA Releasee based, in whole or in part, on any of the Class Released Claims. The Class Representatives, the Settlement Classes, and each member of the Settlement Classes further expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes do and are deemed to understand and acknowledge the significance of their waiver of their rights and

their release of those rights. The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Class Released Claims, but the Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes, upon the Effective Date, shall be deemed to have, and by operation of the Order of Final Approval shall have, nevertheless, fully, finally, and forever waived, settled and released any and all Class Released Claims, regardless of such subsequent discovery of additional or different facts.

Each and every term described in this Section V.D shall be binding upon the Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes regardless of whether such individual submitted a Claim Form or received any payment pursuant to this Agreement, and will inure to the benefit of the MAA Releasees, which persons and entities are intended to be beneficiaries of this Agreement.

The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes agree and covenant not to sue or prosecute, or institute or cooperate in the institution, commencement, filing, or prosecution of, any suit or proceeding, in any forum against any MAA Releasee based upon any Class Released Claims.

E. Release of Named Plaintiffs

Defendant and its representatives, agents, attorneys, partners, successors, predecessors, and assigns and all those acting or purporting to act on their behalf, will conclusively be deemed to and shall have waived, relinquished, released and forever discharged and dismissed with prejudice the counterclaims filed in the Litigation against the Named Plaintiffs, and be forever barred from instituting, maintaining or prosecuting any and all actions relating in any way to the

counterclaims filed in the Litigation against the Named Plaintiffs. Defendant covenants and agrees that it shall not hereafter seek to establish liability against either Named Plaintiff based, in whole or in part, on any of the counterclaims raised in the Litigation.

F. No Release of Claims Unrelated to Subject of Litigation

No provision of this Settlement Agreement will impact Defendant's or the MAA Releasees' ability to collect any other amounts claimed that are unrelated to the subject of the litigation or the Class Released Claims including past due rent, late fees and other charges that are not Eviction Fees. Likewise, members of the Settlement Classes will retain any and all defenses relating to these unreleased claims.

VII. MISCELLANEOUS PROVISIONS

A. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this settlement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

B. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

C. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any Party, person, or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Named Plaintiffs, on behalf of themselves or the Settlement Classes, against Defendant. Defendant expressly denies and

disclaims any liability or wrongdoing. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible in evidence for any such purpose in any proceeding, except solely for purposes of enforcement of its terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Class Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

D. Taxes

The Parties agree the payments to each member of the Settlement Classes and to the Named Plaintiffs are not wages, and each member of the Settlement Classes and the Named Plaintiffs will be solely responsible for correctly characterizing their payment(s) for tax purposes and for paying any taxes owed on such payments. Defendant makes no representation to the Named Plaintiffs or members of the Settlement Classes regarding the appropriate tax treatment of the Settlement Fund, income earned on the Settlement Fund, or any distribution taken from the Settlement Fund.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of

Class Counsel and Counsel for Defendant, without notice to members of the Settlement Classes. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, by and among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

H. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

I. Costs

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Class Released Claims, including the preparation and performance of this Agreement.

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

K. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

L. Severability

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if Defendant and the Named Plaintiffs and Class Counsel mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

M. No Consent

To the Parties' knowledge and belief, except as expressly provided herein, no consent, authorization, action, or approval of, notice to or filing with, waiver or exemption by, any person

or entity which has not been obtained, including, without limitation, any governmental, public or self-regulatory body or authority, is required in connection with the execution, delivery, and performance of this Agreement or consummation of the transactions contemplated hereby by the Parties hereto.

N. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

O. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of North Carolina, without reference to its conflict of law principles.

P. Fair and Reasonable

The Parties and their counsel represent that this Agreement is a fair and reasonable compromise of the disputed claims and is in the best interest of the Parties and that the Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

Q. Headings

Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

R. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

S. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

T. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

U. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

V. No Assignment

The Parties represent and warrant that they have not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted and that are released in this Agreement, or which were, could have been, or ever could be asserted. In the event of any breach of the representations and warranties set forth in this Paragraph, the breaching Party shall indemnify and hold harmless the non-breaching Parties from any and every claim or demand of

every kind or character arising out of a breach by the breaching Party of their representations and warranties in this Paragraph.

W. Confidentiality

The Parties agree that any confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that the Parties do not disclose the confidential information to third parties; that it not be the subject of public comment; that it not be used by any Party in any way in the Litigation should settlement not be achieved; and that it is to be returned to the providing Party or destroyed; provided, however, that nothing contained herein shall prohibit any Party from seeking such information through formal discovery or from referring to the existence of such information in connection with this settlement and the preliminary approval and Final Approval of this settlement.

If contacted by a member of the Settlement Classes, Class Counsel may provide advice or assistance regarding any aspect of the settlement. At no time shall any of the Parties, Class Counsel or Counsel for Defendant or their agents seek to solicit any member of the Settlement Classes or any other persons to submit written objections to the settlement, or to encourage any member of the Settlement Classes or any other persons to appeal from the Order of Final Approval.

Within one hundred eighty (180) days after the Effective Date (unless the time is extended by written agreement of the Parties), Class Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to confidential documents provided by Defendant to Class Counsel, shall either: (i) return to Counsel for Defendant all such documents and materials (and all copies of such documents in whatever form made or maintained) and any and all handwritten notes summarizing, describing, or referring to such

documents; or (ii) certify to Counsel for Defendant that all such documents and materials (and all copies of such documents in whatever form made or maintained) and any and all handwritten and/or electronically recorded notes summarizing, describing, or referring to such documents have been destroyed; provided, however, that this provision shall not apply to any documents made part of the record nor to any documents made part of a Court filing, nor to Class Counsel's work product.

X. Notice to Named Parties

Any Notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given, and received when delivered by either delivery method provided in this Section to the physical or electronic mail address set forth beneath the name of such Party below (or to such other physical or electronic mail address, or telephone number, as such Party shall have specified in a written notice given to the other Parties):

If to Defendant:

Mark P. Henriques
Womble Bond Dickinson (US) LLP
One Wells Fargo Center
301 South College Street, Suite 3500
Charlotte, North Carolina 20202

If to Class Counsel:

Scott C. Harris
Patrick M. Wallace
Whitfield Bryson & Mason, LLP
900 West Morgan Street
Raleigh, North Carolina 27603


Edward H. Maginnis
Karl S. Gwaltney
Maginnis Law, PLLC

4801 Glenwood Avenue #310
Raleigh, North Carolina 27612

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by themselves or by their duly authorized representatives:

Dated: 25 Nov 2019

By: 
Ricardo Rowland
Named Plaintiff and Class Representative

Dated: _____

By: _____
Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: _____

By: _____
Scott C. Harris, *Class Counsel for the
Named Plaintiffs and the Settlement Class*

Dated: _____

By: _____
Edward H. Maginnis, *Class Counsel for
the Named Plaintiff and the Settlement
Class*

Dated: _____

By: _____
Mark Henriques, *Counsel for Defendants Mid-America
Apartments, LP*

Dated: _____

By: Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.

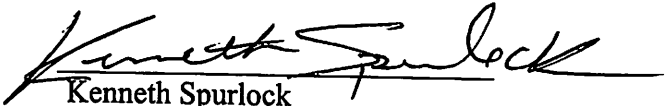
Name: Robert J. DelPriore
Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by themselves or by their duly authorized representatives:

Dated: _____

By: _____
Ricardo Rowland
Named Plaintiff and Class Representative

Dated: 11/25/2019

By: 
Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: _____

By: _____
Scott C. Harris, *Class Counsel for the
Named Plaintiffs and the Settlement Class*

Dated: _____

By: _____
Edward H. Maginnis, *Class Counsel for
the Named Plaintiff and the Settlement
Class*

Dated: _____

By: _____
Mark Henriques, *Counsel for Defendants Mid-America
Apartments, LP*

Dated: _____

By: Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.

Name: Robert J. DelPriore
Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by themselves or by their duly authorized representatives:

Dated: _____

By: _____

Ricardo Rowland
Named Plaintiff and Class Representative

Dated: _____

By: _____

Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: 11/27/19

By: _____

Scott C. Harris
Scott C. Harris, *Class Counsel for the*
Named Plaintiffs and the Settlement Class

Dated: 11/27/19

By: _____

Edward H. Maginnis
Edward H. Maginnis, *Class Counsel for*
the Named Plaintiff and the Settlement
Class

Dated: _____

By: _____

Mark Henriques, *Counsel for Defendants Mid-America*
Apartments, LP

Dated: _____

By: _____

Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.

Name: Robert J. DelPriore
Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated: _____

By: _____

Ricardo Rowland
Named Plaintiff and Class Representative

Dated: _____

By: _____

Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: _____

By: _____

Scott C. Harris, *Class Counsel for the
Named Plaintiffs and the Settlement Class*


Dated: _____

By: _____

Edward H. Maginnis, *Class Counsel for
the Named Plaintiff and the Settlement
Class*

Dated: 11/27/19

By: _____


Mark Henriques, *Counsel for Defendants Mid-America
Apartments, LP*

Dated: 11.27.19

By: _____

Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.



Name: Robert J. DelPriore
Title: Executive Vice President

Exhibit A
Form of Claim Form

See attached.

CLAIM FORM INSTRUCTIONS

<i>Your Claim must be submitted online or mailed and postmarked by:</i> XXXXXX	<i>Rowland v. MAALP</i> c/o Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Website: www.NCEvictionFeeMAALP.com	MAALP
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Instructions for Completing the Claim Form

You are eligible to submit a Claim Form if you are a member of the Collection Letter Class or Eviction Fee Class.

You are a **Collection Letter Class Member** if you are a natural person who:

- (1) At any point between December 18, 2013 and June 25, 2018, resided in any of the properties owned and/or managed by the Defendant in North Carolina, **and**
- (2) You received a written communication from MAALP or its affiliates threatening to charge Eviction Fees or claiming that such Eviction Fees were then owed. Representative letters can be found at: www.NCEvictionFeeMAALP.com.

You are an **Eviction Fee Class Member** if you are a natural person who:

- (1) At any point between December 18, 2013 and June 25, 2018, resided in any of the properties owned and/or managed by the Defendant in North Carolina, **and**
- (2) You were charged and actually paid Eviction Fees.

You may be a member of **both** the **Collection Letter Class** and the **Eviction Fee Class**.

If you are a **Collection Letter Class Member** and submit a valid and timely Claim Form, you will be eligible to receive \$25.00 for each Collection Letter that you received, with a maximum of \$75, subject to pro rata reduction. If you make a claim for benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received.

If you are an **Eviction Fee Class Member** and submit a valid and timely Claim Form, you will be eligible to receive up to \$800, subject to pro rata reduction. If two or more Eviction Fee Class Members who were roommates file a claim, the monetary benefits shall be equally shared.

If you are a member of either Class, you may be eligible to have any Judgment of Possession entered against you set aside.

If you submit a valid and timely Claim Form, the amount you actually receive may be reduced depending on how many valid claims are ultimately submitted by other Class Members. The available Settlement Fund will be distributed on a proportional basis once the Settlement becomes final. The exact amount of compensation will be determined after all claims are received and calculated, and after administrative expenses, service award, and attorneys' fees and costs are deducted. Please note that none of these benefits will be distributed or available until the Settlement is finally approved by the Court.

Please submit only one (1) Claim Form per person.

Your completed Claim Form must be submitted online at www.NCEvictionFeeMAALP.com on or before **XXXXXX** or postmarked no later than **XXXXXX** and mailed to:

Rowland v. MAALP
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

ALL CLAIMS ARE SUBJECT TO VERIFICATION.

PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM FOR YOUR RECORDS.

CLAIM FORM

*Your claim must be submitted
online or mailed and
postmarked by:*

XXXXXX

Rowland v. MAALP Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Website: www.NCEvictionFeeMAALP.com

MAALP

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address (Mailing Address)

City

State

Zip Code

Email Address

Phone Number

SECTION B: COLLECTION LETTER INFORMATION

By submitting information for this section, I certify that I am a member of the Collection Letter Class and received one or more Collection Letters from the Defendant between December 18, 2013 and June 25, 2018. *If you did not receive a Collection Letter during this time period, or you do not wish to make a claim under this section, please continue to Section C below.*

- A. Please list the total number of Collection Letters received from MAALP between December 18, 2013 and June 25, 2018:

- B. Please provide the months and years when you received Collection Letters from MAALP (up to 3):

SECTION C: EVICTION FEE INFORMATION☐

By checking this box, I am requesting benefits as an Eviction Fee Class Member. I certify that I am a member of the Eviction Fee Class and was charged and paid Eviction Fees to the Defendant between December 18, 2013 and June 25, 2018.

SECTION D: REQUEST CONSENT MOTION TO SET ASIDE JUDGMENT FOR POSSESSION☐

By checking this box, I am requesting a copy of the *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal*. I understand that I will have the sole obligation to fill out

and file the Consent Motion. I certify that I am a member of the Collection Letter Class and/or the Eviction Fee Class.

SECTION E: CLASS MEMBER VERIFICATION: (please check the box below)

☐

I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided in this Claim Form is true and correct to the best of my knowledge, information and belief. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Type Name: _____ Date: _____

Signature: _____

Exhibit B
Form of Claim Notice

See attached.

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

If you resided in any of the properties owned and/or managed by MID-AMERICA APARTMENTS, LP, you may be entitled to benefits from a class action settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice informs you of a proposed settlement in a class action lawsuit filed by Ricardo Rowland and Kenneth Spurlock (the “Class Representatives” or “Plaintiffs”) against Mid-America Apartments, LP (“MAALP” or the “Defendant”). Plaintiffs alleged that the Defendant engaged in unfair debt collection in its attempts to collect upon court costs, fees, penalties and other improper charges. The settlement resolves the lawsuit. The Defendant denies that it did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Classes (defined below).
- If you are included in the Settlement, you may qualify to receive compensation. The amount of compensation is dependent on whether you are a member of the Collection Letter Class or Eviction Fee Class (the “Settlement Classes”).
 - **Collection Letter Class Members**. If you are a natural person who, at any point between December 18, 2013 and June 25, 2018 (the “Class Period”), resided in any of the Defendant’s properties in North Carolina (the “Defendant’s Properties”) and was sent a written communication from the Defendant or its affiliates threatening to charge Eviction Fees¹ or claiming that such Eviction Fees were then owed (a “Collection Letter”).
 - **Eviction Fee Class Members**. If you are a natural person who, during the Class Period: (a) resided in any of the Defendant’s Properties; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees.
- **Please see the chart on the next page which provides a quick reference guide to the deadlines and obligations of members of the Settlement Classes described above.**
- **If you are a member of the Settlement Classes, your legal rights are affected whether you act or do not act. Read this Notice carefully.**

¹ “Eviction Fees” means the amount of attorneys’ fees, process service costs and/or court costs incurred by the Defendant in connection with the filing of an action for summary ejectment, eviction or other similar possessory claim against a resident of one of the Defendant’s Properties related to their tenancy with Defendant during the Class Period.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

COLLECTION LETTER CLASS and EVICTION FEE CLASS	
SUBMIT A CLAIM FORM BY XXXXXX	If you wish to receive benefits from the Settlement, you must submit a valid and timely Claim Form.
EXCLUDE YOURSELF Postmark Deadline: XXXX	You will receive no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.
OBJECT Postmark Deadline: XXXXX	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING ON XXXXXX AT XXXXXX.M.	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Receive no payment and give up your rights to ever sue the Defendant about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.NCEvictionFeeMAALP.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

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2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?

5. How do I know if I am in the Settlement?
6. What if I am still not sure if I am included in the Settlement?

SETTLEMENT BENEFITS

7. What does the Settlement provide?
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22. What happens if I do nothing at all?

GETTING MORE INFORMATION

23. How do I get more information?

BASIC INFORMATION

1. **Why is there a notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the U.S. District Court for the Middle District of North Carolina (the “Court”), and the case is called *Ricardo Rowland and Kenneth Spurlock v. Mid-America Apartments, LP d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek*, Civil Action No. 1:18-cv-00043-NCT-LPA. The individuals who sued are called the Plaintiffs (also known as the Class Representatives), and the company being sued is called the Defendant.

2. **What is this lawsuit about?**

The lawsuit alleges that the Defendant unlawfully charged Eviction Fees when filing summary ejectment/eviction actions against its tenants. Plaintiffs also alleged that the Defendant unlawfully threatened to charge Eviction Fees by sending the Collection Letters.

The lawsuit, as amended, brought four claims for relief: a violation of the North Carolina Residential Rental Agreements Act (N.C.G.S. § 42-46), a violation of the North Carolina Debt Collection Act (N.C.G.S. § 75-50 et seq.), a violation of the North Carolina Unfair and Deceptive Trade Practices Act (N.C.G.S. § 75-1.1 et seq.), and for declaratory judgment.

The Defendant denies these claims, contends that it has numerous defenses to the action, and denies that class certification is required or appropriate.

3. **Why is this a class action?**

In a class action, one or more people, called the “Class Representatives,” sue on behalf of people who have similar claims. In this case, there are two classes, the Eviction Fee Class and the Collection Letter Class. All these people are in a “class” and are call members of the Settlement Classes, except for those who exclude themselves from the Settlement Classes. The Honorable N. Carlton Tilley in the U.S. District Court for the Middle District of North Carolina is in charge of this class action.

4. **Why is there a Settlement?**

The Court did not decide which side was right or whether the claims have any merit. Instead, both sides agreed to a settlement to avoid the costs and risks of further litigation and provide benefits to members of the Settlement Classes. The settlement does not mean that a Court found that the Defendant broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the settlement is in the best interests of all members of the Settlement Classes.

WHO IS IN THE SETTLEMENT?

5. **How do I know if I am in the Settlement?**

There are two Settlement Classes in this class action:

- A) ***Collection Letter Class Members:*** You are a Collection Letter Class Member if you are a natural person who, during the Class Period, resided in any of the Defendant’s Properties and were sent a Collection Letter. A selection of Collection Letters can be found at: www.NCEvictionFeeMAALP.com.
- B) ***Eviction Fee Class Members:*** You are an Eviction Fee Class Member if you are a natural person who, during the Class Period, (a) resided in any of the Defendant’s Properties and (b) were charged Eviction Fees by the Defendant or its affiliates, and (c) actually paid such Eviction Fees.

Eviction Fee Class Members may also be Collection Letter Class Members if they can meet the requirements of both Classes.

Excluded from the Settlement Classes are (1) present owners, investors, directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants,

vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns of the Defendant; (2) persons who filed, before Final Approval (as defined in the Settlement Agreement), any bankruptcy proceeding; (3) persons who exclude themselves from the Settlement Classes as provided in this Notice; (4) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit, and their the spouses; (5) persons within the third degree of relationship of those individuals in category (4) and their spouses.

6. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a member of the Settlement Classes, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.NCEvictionFeeMAALP.com, or call the toll-free number, 1 (XXX) XXX-XXXX.

SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides for a Settlement Fund in the amount of \$1,100,000 which shall be used to pay all costs associated with the Settlement, including but not limited to (a) the costs of notice and administration of the Settlement, including for the Settlement Administrator to process claims, objections, and opt-out requests; (b) the payment of valid approved claims; (c) attorneys' fee awards (if any); (d) attorneys' costs; (e) service awards (if any) to the Class Representatives; and (f) any other expenses. In addition, any member of either of the Settlement Classes is eligible to file a Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal, which will remove any judgment(s) entered by MAA against such individual regarding summary ejection.

8. What can I get from the Settlement?

If you are a member of the *Collection Letter Class*, you must submit a valid and timely Claim Form either online at www.NCEvictionFeeMAALP.com or print, complete, and mail the Claim Form to the address below by XXXXXX. If you submit such a Claim Form, you will be eligible to receive \$25.00 for each Collection Letter that you received, with a maximum of \$75.00. If you make a claim for benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received.

For example, if you received two Collection Letters from the Defendant, you will be eligible to claim \$50.

If you submit a valid and timely Claim Form, the amount you actually receive may be reduced depending on how many valid claims are ultimately submitted by other members of the Settlement Classes. The available Settlement Fund will be distributed on a proportional basis once the Settlement becomes final. The Collection Letter Class has been allotted a total not to exceed \$200,000 of the Settlement Fund. Any amounts unclaimed from the \$200,000 allotted to the Collection Letter Class will be allocated to the Eviction Fee Class.

Note, if you are a member of the *Collection Letter Class*, you may also be a member of the *Eviction Fee Class*.

You must submit a valid and timely Claim Form to obtain Collection Letter benefits.

If you are a member of the *Eviction Fee Class*, you must submit a valid and timely Claim Form either online at www.NCEvictionFeeMAALP.com or print, complete, and mail the Claim Form to the address below by XXXXXX. If you submit such a Claim Form, you will be eligible to receive \$800, subject to pro rata reduction as explained below. The \$800 benefit is available on a per-unit basis. Members of the Eviction Fee Class who shared a single unit and who file claims shall receive a proportional amount of the benefit. For example, if two members of the Eviction Fee Class shared a unit, they would each receive \$400.

If you submit a valid and timely Claim Form, the amount you actually receive may be reduced depending on how many valid claims are ultimately submitted by other members of the Eviction Fee Class. The available Settlement Fund will be distributed on a proportional basis once the Settlement becomes final. The Eviction Fee Class has been allotted the remainder of the Settlement Fund and any unclaimed funds allotted to the Collection Letter Class. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted, and distribution to Class Members may be subject to a pro rata reduction if oversubscribed.

Both members of the Collection Letter Class and the Eviction Fee Class who file valid and timely claims may file a Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal. This Motion will allow members of the Collection Letter Class and Eviction Fee Class who were filed on for eviction by the Defendant to remove the eviction action from their record. Members of both the Collection Letter Class and Eviction Fee Class will have the sole obligation of filling out and filing such Motion.

Note, if you are a member of the *Eviction Fee Class*, you may also be a member of the *Collection Letter Class*.

You must submit a valid Claim Form to obtain benefits.

9. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. The Class Released Claims are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Classes. The Settlement Agreement is available at the Settlement Website www.NCEvictionFeeMAALP.com.

HOW TO GET A PAYMENT

10. How can I get a payment?

Both *Collection Letter Class Members* and *Eviction Fee Class Members* must complete and submit a timely Claim Form to be eligible to receive a payment. You can complete and submit your Claim Form online at the Settlement Website, www.NCEvictionFeeMAALP.com. The Claim Form can be downloaded from the Settlement Website, as well. You can also request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or by email.

MAIL: *Rowland v. MAALP*
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL: Info@NCEvictionFeeMAALP.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **XXXXXX** or submit your Claim Form online at the Settlement Website, www.NCEvictionFeeMAALP.com by **XXXXXX**.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment, and your claims will be extinguished.

11. When will I get my payment?

Payments will be made after the Court grants “final approval” to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It’s always uncertain whether appeals can be resolved and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Classes.

12. How do I get out of the Settlement?

To exclude yourself, you must mail or email the Settlement Administrator, including the following:

- a. A caption or title that identifies it as “Request for Exclusion in *Rowland v. MAALP*, Case No. 1:18-cv-00043-NCT-LPA”;

- b. Your full name, address and telephone number;
- c. A statement that you wish to be excluded from the Settlement Classes; and
- d. Your original signature.

Your request for exclusion must be mailed and postmarked no later than **XXXXXX** to both the Class Counsel and Counsel for the Defendant at:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Scott Harris, Esq. Patrick Wallace, Esq. Whitfield Bryson & Mason LLP 900 W. Morgan Street Raleigh, North Carolina 27603 Edward H. Maginnis Karl S. Gwaltney Maginnis Law, PLLC 4801 Glenwood Avenue, Suite 310 Raleigh, North Carolina 27612	Mark P. Henriques, Esq. Womble Bond Dickinson (US) LLP One Wells Fargo Center, Suite 3500 301 South College Street Charlotte, NC 28202-6037

No person or entity may opt-out on behalf of another member of the Settlement Classes or a group of members of the Settlement Classes.

If you don't include the required information or timely submit your request for exclusion, you will remain a member of the Settlement Classes and will not be able to sue the Defendant about the claims in this lawsuit.

13. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Settlement Classes to continue your own lawsuit. If you properly exclude yourself from the Settlement Classes, you will not be bound by any orders or judgments entered in the action relating to the Settlement Agreement.

14. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the Settlement?

Any member of either of the Settlement Classes who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each member of either of the Settlement Classes who wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Settlement Class Counsel, and counsel for the Defendant.

The written objection must include: (i) the objector's name, address, email address and telephone number; (ii) the name of this action and the case number; (iii) a statement and explanation of each objection; and (iv) a statement of whether the objector intends to appear at the Fairness Hearing, either with or without counsel.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the members of the Settlement Classes represented by objector's counsel; and (2) the number of such represented members of the Settlement Classes who have opted out of the Settlement Classes.

Any member of either of the Settlement Classes who files and serves a written objection satisfying the requirements

of this section, may appear at the Fairness Hearing, either in person or through personal counsel hired at the such individual's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Members of either of the Settlement Classes, or their attorneys, intending to make an appearance at the Fairness Hearing must deliver to Class Counsel and Counsel for the Defendant and have file-marked by the Court, no later than **XXXXX** or as the Court otherwise may direct, a Notice of Intent to Appear.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Counsel for the Defendant no later than **XXXXX** at the following addresses:

CLASS COUNSEL	DEFENDANT'S COUNSEL	COURT
Scott Harris, Esq. Patrick Wallace, Esq. Whitfield Bryson & Mason LLP 900 W. Morgan Street Raleigh, North Carolina 27603 Edward H. Maginnis Karl S. Gwaltney Maginnis Law, PLLC 4801 Glenwood Avenue, Suite 310 Raleigh, North Carolina 27612	Mark P. Henriques, Esq. Womble Bond Dickinson (US) LLP One Wells Fargo Center, Suite 3500 301 South College Street Charlotte, NC 28202-6037	United States District Court 324 W. Market Street Greensboro, NC 27401

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed "Class Counsel" as designated in Question 12 of this Notice to represent the Settlement Classes.

You will not be charged for these lawyers but they will be paid out of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel intends to file a motion on or before **XXXXX** seeking an award up to thirty-three percent (33%) of the Settlement Fund in fees and out of pocket expenses, as well as a service award in the amount of \$3,500 for each of the two Class Representatives for a total of \$7,000, to be drawn from the Settlement Fund. The Court will determine the amount of fees and expenses, and service awards.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **XXXXX** at **XXXX** p.m. at the U.S. District Court for the Middle District of North Carolina before the Honorable N. Carlton Tilley, United States District Court Judge, in Courtroom No. **XX**, located at 324 W. Market Street, Greensboro, North Carolina.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and served on Class Counsel and Counsel for the Defendant no later than **XXXXXX**.

Any such request must state the name, address, and telephone number of the Settlement Classes' member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, may be deemed ineffective and a waiver of such Settlement Classes' member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Settlement Classes' members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a *Collection Letter Class Member* or an *Eviction Fee Class Member* and do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website www.NCEvictionFeeMAALP.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website or contact the Settlement Administrator:

MAIL: *Rowland v. MAALP*
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL: Info@NCEvictionFeeMAALP.com

TOLL-FREE: 1 (XXX) XXX-XXXX

Updates will be posted at the Settlement Website www.NCEvictionFeeMAALP.com as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

In the United States District Court for the Middle District of North Carolina
Rowland v. Mid-America Apartments, LP, Case No. 1:18-cv-00043-NCT-LPA

Who's included? You received this Notice because Mid-America Apartments, LP ("MAALP" or the "Defendant") records indicate that you MAY be a member of the **Collection Letter Class** **Eviction Fee Class**. There are two types of Class Members in this Action: Collection Letter Class Members and Eviction Fee Class Members.

You are a **Collection Letter Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, resided in any of the Defendant's properties in North Carolina and received a Collection Letter. A selection of Collection Letters can be found at: www.NCEvictionFeeMAALP.com. You are an **Eviction Fee Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, (a) resided in any of the Defendant's properties in North Carolina; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they can meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain monetary benefits. The Defendant will pay \$1,100,000 ("the Settlement Amount"), which will be allotted between the Collection Letter Class and Eviction Fee Class. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability.

How do I get a payment? You must submit a valid and timely Claim Form online at www.NCEvictionFeeMAALP.com by **XXXXX**. You may also download a Claim Form at www.NCEvictionFeeMAALP.com and mail it to the Settlement Administrator as long as it is postmarked by **XXXXX**.

Collection Letter Class Members who submit valid and timely Claim Forms will be eligible to receive \$25.00 for each Collection Letter that they received, with a maximum of \$75.00. If you make a claim for Collection Letter benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received.

Eviction Fee Class Members who submit valid and timely Claim Forms will be eligible to receive \$800, subject to pro rata reduction as explained below. The \$800 benefit is available on a per-unit basis. Members of the Eviction Fee Class who shared a single unit and who file claims shall receive a proportional amount of the benefit. For example, if two members of the Eviction Fee Class shared a unit, they would each receive \$400. If you are a

member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you can meet the requirements of both Classes and may claim Collection Letter benefits, as explained above.

Members of the Collection Letter Class and the Eviction Fee Class who file valid and timely claims may file a Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal.

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than **XXXXXX**. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendant about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.NCEvictionFeeMAALP.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on **XXXXX** at **XXXXX.m**. The date and time of the Hearing may change, please check the Settlement website www.NCEvictionFeeMAALP.com often for updates.

How can I learn more about this case? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit www.NCEvictionFeeMAALP.com. You may also contact the Settlement Administrator by email Info@NCEvictionFeeMAALP.com, or by phone 1 (XXX) XXX-XXXX.

Rowland v. MAALP
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

US Postage
Paid
Permit #__

LEGAL NOTICE

If, between December 18, 2013 and June 25, 2018, you resided in any of the properties owned and/or managed by MID-AMERICA APARTMENTS, LP, and received a Collection Letter or were charged Eviction Fees, a class action Settlement affects your

«Barcode»

Postal Service: Please do not mark barcode

Notice ID: XXX- «Notice ID» - «MailRec»

Confirmation Code: «Confirmation Code»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

rights.

**This is a court-approved legal Notice. This
is not a solicitation from a lawyer.**

www.NCEvictionFeeMAALP.com

Exhibit C

Declaration of Settlement Administrator

See attached.

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION
CIVIL ACTION NO. 1:18-cv-00043-NCT-LPA**

RICARDO ROWLAND and KENNETH
SPURLOCK,

Plaintiffs,

v.

MID-AMERICA APARTMENTS, LP
d/b/a Colonial Grand at Research Park, and The
Preserve at Brier Creek,

Defendant.

**DECLARATION OF AGNIESZKA JETER
REGARDING SETTLEMENT NOTICE PLAN**

I, Agnieszka Jeter, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct:

1. I am a Project Manager with Angeion Group (“Angeion”), the Settlement Administrator retained in this matter. Angeion’s office is located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. I respectfully submit this declaration in order to provide the Court and the parties to the above-captioned litigation (the “Action”) with information regarding the plan for notification to Class Members (“Notice Plan”).

SETTLEMENT CLASS DEFINITION

3. The Settlement Class, for purposes of the Settlement and the Settlement Agreement

only, includes Collection Letter Subclass and Eviction Fee Subclass. Collection Letter Subclass means all natural persons who, between December 18, 2013 and June 25, 2018, resided in any of Mid-America Apartments, LP (“Defendant”)’s properties and received a Collection Letter. Eviction Fee Subclass means all natural persons who, between December 18, 2013 and June 25, 2018, resided in any of Defendant’s properties, were charged Eviction Fees by Defendant or its affiliates and actually paid such Eviction Fees.

SUMMARY OF NOTICE PROGRAM

4. The purpose of the notice program is to notify Settlement Class Members of the Settlement and their legal rights.

Individual Notice

5. In accordance with the Settlement Agreement and Release, Angeion will cause notice to be sent within 15 days from the entry of the preliminary approval order.

6. A Summary Notice will be sent to a comprehensive list of those Settlement Class Members whose information is provided by Mid-America Apartments, LP.

7. The Summary Notice will include the name of the lawsuit, the nature the allegations, information on the Settlement benefits and how to claim such benefits, notice of the option to opt out or object to the Settlement, and contact information for the Settlement Administrator. The Summary Notice will also inform Settlement Class Members of important dates and deadlines and that relevant court documents and additional information about the Settlement may be found at the Settlement Website, which is described in greater detail below.

8. The Summary Notice will be provided to Settlement Class Members directly *via* email. If an email is returned undeliverable, then the Settlement Class Members will receive a Postcard Notice *via* First Class U.S. Mail.

9. Below is an outline of some of Angeion's practices to increase deliverability and readability of email notice. Specifically, Angeion will employ the following best practices regarding the email notice.

10. As an initial matter, Angeion designs the email notice to avoid common "red flags" that might otherwise cause the recipient's spam filter to block the email notice or identify it as spam. For example, Angeion will not include the long form notice as an attachment to the email notice because attachments are often interpreted by various Internet Service Providers ("ISP") as spam. Rather, in accordance with industry best practices, Angeion will include electronic links to all operative documents so that recipients can easily access this information.

11. The Notice Plan also accounts for the reality that some emails will inevitably be blocked during the initial delivery attempt. As explained in greater detail below, for those Class Members for whom their email addresses that were identified as undeliverable, direct notice will be mailed to them if a mailing address is also provided.

12. Prior to the mailing, the addresses will be checked against the National Change of Address (NCOA)¹ database maintained by the United States Postal Service (USPS) and certified via the Coding Accuracy Support System (CASS)².

13. Postcard Notices returned by USPS as undeliverable will be re-mailed to any address available through postal service information. For example, such notices would be mailed to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired but is still within the period that the USPS returns the piece with a new address

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and last known address.

² Coding Accurate Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

provided on the forwarding order expiration sticker. Any returned mailing that does not contain an expired forwarding order with a new address indicated will be researched through standard skip tracing and re-mailed if a new address is obtained.

Settlement Website

14. Angeion will create and maintain a dedicated Settlement Website. The Settlement Website will provide Settlement Class Members with additional information about the Settlement, including Settlement Class Members' rights, relevant court documents, important dates and deadlines, and related information. The Settlement Website will also include, inter alia, the Long-Form Notice, Preliminary Approval Order, Settlement Agreement, Class Action Complaint, and the Claim Form which may be printed or submitted online.

Toll-Free Number and Settlement E-mail

15. A toll-free number will be established that will allow Settlement Class Members to call to learn more about the Settlement through an automated interactive voice response system. It will also allow Class Members to request to have a Long Form Notice or a Claim Form mailed directly to them.

16. A Settlement e-mail address to which Settlement Class Members may submit requests for information will also be established.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed this 26th day of November 2019 in Philadelphia, PA.



AGNIESZKA JETER

Exhibit D
Form of Order of Final Approval

See attached.

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION
CIVIL ACTION NO. 1:18-cv-00043-NCT-LPA**

**RICARDO ROWLAND and KENNETH
SPURLOCK,**

Plaintiffs,

v.

**MID-AMERICA APARTMENTS, LP
d/b/a Colonial Grand at Research Park, and
The Preserve at Brier Creek,**

Defendant.

**[PROPOSED]
ORDER OF FINAL APPROVAL**

This Court having considered: (a) the Settlement Agreement and Release, dated _____, including all Exhibits thereto (the “Agreement”), between Plaintiffs, Ricardo Rowland and Kenneth Spurlock (the “Class Representative”), on behalf of themselves and the Settlement Classes (as defined in the Agreement) and Mid-America Apartments, L.P. (the “Defendant”) (b) the proposed allocation and distribution of funds among the Settlement Classes; and (c) Class Counsels’ application for attorneys’ fees, expenses, and service award for the Class Representatives; and having held a hearing on _____, 2020, and having considered all of the submissions and arguments with respect thereto, and otherwise being fully informed in the premises, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. This Order of Final Approval incorporates herein and makes a part hereof, the Agreement, including all Exhibits thereto. Unless otherwise provided herein, the terms as

defined in the Agreement shall have the same meanings for purposes of this Final Order and Judgment.

2. The Court has personal jurisdiction over the Class Representatives, members of the Settlement Classes, and the Defendant for purposes of this settlement only, and has subject matter jurisdiction to approve the Agreement.

3. The Settlement Classes previously certified by the Court include:

Collection Letter Class Members. Natural persons who, at any point between December 18, 2013 and June 25, 2018 (the “Class Period”), resided in any of the Defendant’s properties in North Carolina (the “Defendant’s Properties”) and were sent a written communication from the Defendant or its affiliates threatening to charge Eviction Fees or claiming that such Eviction Fees were then owed (a “Collection Letter”).

Eviction Fee Class Members. Natural persons who, during the Class Period: (a) resided in any of the Defendant’s Properties; (b) were charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees.

The Settlement Classes do not include (a) the MAA Releasees and any of their respective officers, directors, and employees; (b) any person who filed, before Final Approval, any bankruptcy proceeding; (c) any individuals who properly opt-out of the Settlement Classes pursuant to the procedures described herein; (d) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit; (e) the spouses of those in category (d); (f) any person within the third degree of relationship of those individuals in categories (d) or (e); and (f) the spouses of those individuals within category (e).

Excluded from the Settlement Class is any individual who properly opted out of the Settlement Class pursuant to the procedure described in the Agreement and this Court’s Order conditionally certifying the settlement class and granting preliminary approval of the settlement (ECF. ___, “Preliminary Approval Order”).

4. The record shows that Class Notice has been given to the Settlement Classes in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Notice: (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise the members of the Settlement Classes of the terms of the Agreement, and Settlement Classes members' right to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on _____; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and FED. R. CIV. P. 23.

5. This Order shall have no force or effect on those persons who properly and timely excluded themselves from the Settlement Classes.

6. The Court finds that extensive arm's-length negotiations with a well-respected mediator have taken place in good faith between Class Counsel and Counsel for the Defendant resulting in the Agreement.

7. The Court finds that the designated Class Representatives are appropriate representatives.

8. The Court has considered all of the factors enumerated in FED. R. CIV. P. 23(g) and finds that Class Counsel have fairly and adequately represented the interests of the Settlement Classes.

9. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the settlement on the terms and conditions set forth in the Agreement (the "Class Settlement") and finds that the Class Settlement, the Agreement, and the plan of distribution as set forth in the Agreement, are, in all respects, fair, reasonable and adequate, and in the best interest of the Settlement Classes.

10. The Parties are hereby directed to implement and consummate the Class Settlement according to the terms and provisions of the Agreement. The claims against Defendant on behalf of the Settlement Class in this case are hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein.

11. Upon the Effective Date of the Agreement, the Settlement Classes, and each member of the Settlement Classes, shall release and forever discharge the MAA Releasees from their respective Class Released Claims.

12. Nothing in this Order, the Agreement, or any documents or statements related thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Defendant or any MAA Releasee.

13. Class Counsel have moved pursuant to FED. R. CIV. P. 23(h) and 52(d)(2) for an award of attorneys' fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 52(a) this Court makes the following findings of fact and conclusions of law:

(a) this Class Settlement confers substantial benefits on the members of the Settlement Classes;

(b) the value conferred on the Settlement Classes is immediate and readily quantifiable upon this judgment becoming Final, and members of the Settlement Classes who did not submit valid requests for exclusion will receive cash payments that represent a significant portion of the damages that would be available to them were they to prevail in an individual action;

(c) Class Counsel vigorously and effectively pursued the Settlement Classes' claims before this Court in this complex case;

(d) this Class Settlement was obtained as a direct result of Class Counsel's advocacy;

(e) this Class Settlement was reached following extensive arms'-length negotiations between Class Counsel and Counsel for the Defendant and was negotiated in good-faith and in the absence of collusion;

(f) during the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$_____, which included mediation and other expenses, which the Court finds to be reasonable and necessary to the representation of the Settlement Classes;

(g) The members of the Settlement Classes were advised in the Class Notice approved by the Court that Class Counsel intended to apply for an award of attorneys' fees in an amount up to thirty-three percent (33%) of the Settlement Fund (\$____), plus reimbursement of reasonable expenses incurred in the prosecution of the Litigation, to be paid from the Settlement Fund;

(h) _____ member(s) of the Settlement Classes have submitted written objection(s) to the award of attorneys' fees and expenses;

(i) attorneys who recover a common benefit for persons other than themselves or their clients are entitled to a reasonable attorneys' fee from the Settlement Fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984); and

(j) the requested fee award is consistent with other fee awards in this Circuit. "In considering awards in similar cases, courts look to cases of similar size, rather

than similar subject matter.” *Boyd v. Coventry Health Care Inc.*, 299 F.R.D. 451, 464 (D. Md. 2014). The requested 33 percent award is within the range of percentages that have been approved in other cases in this circuit. *See id.* (“Attorneys’ fees awarded under the ‘percentage of recovery’ method are generally between twenty-five (25) and thirty (30) percent of the fund.”); *Phillips*, 2016 WL 2636289, at *9 (awarding attorneys’ fees of 30 percent of the settlement amount in a percentage of the fund case); *cf. Kruger v. Novant Health, Inc.*, No. 1:14cv208, 2016 WL 6769066 (M.D.N.C. Sept. 29, 2016) (noting that “courts have found that a one-third fee is consistent with the market rate in a complex ERISA 401(k) fee case” (quotation marks omitted)).

14. Accordingly, Class Counsel are hereby awarded \$_____ from the balance of the Settlement Fund as their fee award, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Further, Class Counsel are awarded \$_____, for their reasonable expenses, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys’ fees, costs, and expenses that are awarded among Class Counsel.

15. The Class Representatives, as identified in the Preliminary Approval Order, are hereby compensated in the amount of \$3,500.00 each, for their efforts in this case.

16. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and of this Order, to protect and effectuate this Order, and for any other necessary purpose. The Class Representatives, members of the Settlement Classes,

and the Defendant are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Agreement or the applicability of the Agreement, including the Exhibits thereto, and only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Order, the Court retains exclusive jurisdiction over any such suit, action, or proceeding. Solely for purposes of such suit, action, or proceeding, to the fullest extent they may effectively do so under applicable law, the parties hereto are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. No member of the Settlement Classes, either directly, representatively, or in any other capacity (other than a member of the Settlement Classes who validly and timely elected to be excluded from the Settlement Classes), shall commence, continue, or prosecute any action or proceeding against any or all of the MAA Releasees in any court or tribunal asserting any of the Class Released Claims defined in the Agreement, and are hereby permanently enjoined from so proceeding.

18. Based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Order and Final Judgment the Court directs the Clerk to enter final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

Date: _____

Honorable N. Carlton Tilley
United States District Judge

Exhibit E
Form of Preliminary Approval Order

See attached.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Case No.: 1:18-cv-00043

RICARDO ROWLAND and)
KENNETH SPURLOCK,)
)
 Plaintiffs,)
)
 v.)
)
MID-AMERICA APARTMENTS,)
LP d/b/a COLONIAL GRAND AT)
RESEARCH PARK and THE)
PRESERVE AT BRIER CREEK,)
)
 Defendants.)

**(PROPOSED) PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING CLASSES FOR PURPOSE OF
SETTLEMENT, DIRECTING NOTICE TO THE CLASSES, AND
SCHEDULING FAIRNESS HEARING**

WHEREAS Plaintiffs Ricardo Rowland and Kenneth Spurlock (“Plaintiffs”) and Mid-America Apartments, L.P. d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek (“Defendant”) (collectively referred to as “the Parties”), have entered into a Settlement Agreement and Release (“the Settlement” or “Settlement Agreement”) resolving this action;

WHEREAS, the Settlement Agreement sets forth the terms and

conditions of a proposed class action settlement and Plaintiffs have moved, pursuant to Fed. R. Civ. P. 23(e) and 23(g), for an Order seeking preliminary approval of a class action settlement, certifying the settlement classes, appointing settlement classes counsel and settlement classes representative, approving classes notice, and scheduling a fairness hearing ("Motion");

IT IS ORDERED that the Motion is GRANTED, subject to the following terms and conditions:

Class Certification for Settlement Purposes Only

1. The proposed Settlement Agreement submitted with the Motion is preliminarily approved as being within the range of possible final approval;
2. Based upon the submissions of the parties, and for purposes of this settlement only, the Court conditionally makes the following findings:
 - a. The members of the Classes defined in the Settlement Agreement are so numerous as to make joinder impracticable;
 - b. There are questions of law and fact common to the Classes, and such questions predominate over any questions affecting only individual Class Members;

- c. Plaintiffs' claims are typical of the claims of the Class Members;
 - d. Plaintiffs and their counsel can fairly and adequately protect, and have to date fairly and adequately protected, the interests of the Class Members in this action; and
 - e. A class action is superior to other available methods for fairly and efficiently resolving the controversy placed at issue in this Action.
3. Accordingly, for settlement purposes only, pursuant to Fed.

R. Civ. P. 23(a) and (b)(3), the Court provisionally certifies the Classes defined as:

Collection Letter Class: All natural persons who, at any point between December 18, 2013 and June 25, 2018 (the "Class Period"), resided in any of the Defendant's properties in North Carolina (the "Defendant's Properties") and received a written communication from the Defendant or its affiliates threatening to charge Eviction Fees or claiming that such Eviction Fees were then owed (a "Collection Letter").

Eviction Fee Class: All natural persons who, during the Class Period: (a) resided in any of the Defendant's Properties; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees.

Excluded from the Settlement Classes are a) the MAA Releasees (as defined in the Settlement Agreement) and any of their respective officers, directors, and employees; (b) any person who filed, before Final Approval, any bankruptcy

proceeding; (c) any individuals who properly opt-out of the Settlement Classes pursuant to the procedures described herein; (d) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit; (e) the spouses of those in category (d); (f) any person within the third degree of relationship of those individuals in categories (d) or (e); and (g) the spouses of those individuals within category (f).

Class Counsel and Class Representative

4. Edward H. Maginnis and Karl S. Gwaltney of Maginnis Law, PLLC, and Scott C. Harris and Patrick M. Wallace of Whitfield Bryson & Mason LLP are appointed as Class Counsel.
5. Plaintiffs Ricardo Rowland and Kenneth Spurlock are appointed as representative of the Classes.

Preliminary Approval

6. The Settlement Agreement is preliminarily approved as describing a settlement that is within the range of settlements that the Court would find to be fair, reasonable and adequate.
7. The Court's preliminary approval is subject to the right of any Class Member to challenge the Settlement and to show

cause, if any exists, why a Final Order and Judgment dismissing this Action based on the Settlement should not be entered, after due and adequate notice has been provided to the Classes and a fairness hearing has been held as otherwise ordered herein.

8. The Court finds that the Settlement Agreement resulted from arm's-length negotiations, extensive investigation, and motions practice, and that the proposed settlement is sufficiently fair and reasonable so as to warrant notice thereof to the Classes, and to warrant a hearing concerning the settlement and the terms set forth in the Settlement Agreement.

Fairness Hearing

9. A hearing (the "Fairness Hearing") shall be held before this Court on _____ at _____ to determine whether (a) the Classes provisionally certified herein in fact satisfies each of the prerequisites for class certification set forth in Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3); (b) the settlement proposal described in the Settlement Agreement is fair,

reasonable, and adequate; (c) orders granting final approval of the Settlement, entering final judgment and dismissing Plaintiffs' Amended Complaint, as provided in the Settlement, should be entered; and (d) the applications of Class Counsel for the payment of attorneys' fees and expense and Plaintiffs' service award should be approved.

10. At the Fairness Hearing, the Court will consider any objections presented by members of the Settlement Classes and the parties' responses to any such objections.

Pre-Hearing Notice

11. The Court finds that the manner and content of the Settlement Notice as set forth in the Settlement Agreement and in the Exhibits to the Settlement Agreement will provide the best notice practicable to the Classes under the circumstances.
12. The Notice Period must commence within fifteen (15) calendar days after the entry of this Preliminary Approval Order and should be substantially complete no later than sixty (60) days after the entry of the Preliminary Approval

Order via electronic mail, first-class mail, an Internet website, and a toll-free number as set forth in the Settlement Agreement.

13. The Defendant shall provide the notification required under 28 U.S.C. § 1715 to each Appropriate Federal Official and to each Appropriate State Official.

Requests for Exclusion from Class

14. Any Class Member who wishes to be excluded from the proposed settlement must send a written request for exclusion to the Claims Administrator, in care of the post office box rented for that purpose, no later than thirty (30) days following the last day of the Notice Period.
15. Requests for exclusion must contain the following:
 - a. the Class Member's name, address and telephone number;
 - b. a statement by the Class Member that he/she wants to be excluded from the Classes;
 - c. the name and docket number of this Action; and

d. the Class Member's original signature.

16. Any Class Member who does not send a timely written request for exclusion meeting the conditions described in the foregoing paragraph shall be bound by the final settlement and by all subsequent proceedings, orders and judgments in this Action, even if such person has pending or subsequently initiates litigation or other proceedings against any MAA Releasee (as defined in the Settlement Agreement) relating to matters or the claims released in this Action.

Objections to Settlement

17. Any Class Member who does not file a timely written request for exclusion may object to the fairness, reasonableness, or adequacy of the settlement.
18. Class Members may not seek to exclude themselves from the Classes and file an objection to the proposed settlement, however.
19. Any member of the Classes who wishes to object to any aspect of the settlement must deliver to Class Counsel and Defendant's Counsel, and file with the Court, no later than

thirty (30) days after the last day of the Notice Period or as the Court may otherwise direct, a written statement of his/her objection(s).

20. Written objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) proof of class membership, and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.
21. Class Members may raise an objection either on their own or through an attorney hired at their own expense.
22. If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Classes members represented by objector's counsel; (2) the number of such represented Settlement Classes members who have opted out of the Settlement Classes; and (3) the number of such represented Settlement

Classes members who have remained in the Settlement Classes and have not objected.

23. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendant's Counsel not later than fourteen days before the Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (2) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (3) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (4) the attorney's hourly rate.
24. Any Class Member who fails to comply with the provisions of the subsections concerning objections shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the

terms of the settlement and by all proceedings, orders and judgments in this Action.

Retention of Administrator

25. The Court authorizes Angeion Group to administer certain aspects of the settlement, including providing notice to the Class; establishing and maintaining the Settlement Website; receiving and maintaining correspondence regarding requests for exclusion, intervention and objections to the settlement; responding to inquiries from Class Members received through the Settlement Website, or by first-class mail or by telephone; and assisting Defendant's Counsel and Class Counsel with other aspects of the settlement as necessary and directed by Class Counsel.
26. Angeion Group will also serve as the Claims Administrator.
27. The Claims Administrator shall perform the following duties: (a) prepare the Notice Plan; (b) disseminate the

Notice of Class Settlement; (c) process claim forms and opt-out forms; (d) receive and serve on Class Counsel, Defendant's Counsel, and the Court any written objections and opt-out requests; determine the amounts of the awards due to eligible members of the Settlement Classes in accord with the terms and procedures set forth herein; (e) report, in summary or narrative form, to Class Counsel and Defendant's Counsel regarding the completion of the tasks identified in this paragraph; (f) issue other reports and provide any and all files, documents, and data related to the Settlement Agreement, upon request, to Defendant's Counsel, or Class Counsel; (g) carry out other related tasks in accordance with the terms of the Settlement Agreement; and (h) agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Claims Administrator pursuant to the Settlement Agreement and its exhibits and amendments (if any).

Effect of Final Approval

28. If the settlement proposed by the Parties is finally approved, the Court shall enter a separate order approving the settlement, entering judgment and dismissing, with prejudice, the Plaintiffs' Amended Complaint.
29. Such order and judgment shall be fully binding with respect to all Class Members and shall release the MAA Releasees from any and all claims or causes of action that are based upon, arise from or are related to, directly or indirectly, the Class Released Claims (as defined in the Settlement Agreement).

Schedule

30. The following deadlines shall apply unless modified by further order of the Court:
- a. Notices in the form of the Exhibits to the Settlement Agreement shall be sent to Class Members as provided in the Settlement, within 15 days after entry of this Order, on or before _____.
 - b. The Notices shall be made available through the Settlement Website no later than the date the first Class

Notice is sent by e-mail.

- c. The notice period shall run until _____.
- d. Any Claim Forms for the Collection Letter Class shall be filled out and submitted on or before _____.
- e. Any notices to appear at the Fairness Hearing shall be filed on or before _____.
- f. Any exclusions and objections to the Settlement shall be submitted on or before _____.
- g. The Fairness Hearing shall be held at _____ on _____ in Courtroom No. ____ of the United States District Court for the Middle District of North Carolina.
- h. The parties shall file and serve papers in support of final approval of the settlement, including any responses to proper and timely objections filed thereto, by _____.
- i. Class Counsel shall file with this Court their petition for an award of attorneys' fees and reimbursement of expenses and request for incentive awards to the Plaintiff no later than on _____.

DATED: _____

SO ORDERED:

United States District Court Judge

Exhibit F
Form of Consent Motion

See attached.

STATE OF NORTH CAROLINA
COUNTY OF _____

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
CASE NO. _____

MID-AMERICA APARTMENTS, LP,)
)
 Plaintiff,)
)
 v.)
)
_____,)
)
 Defendant.)

**CONSENT MOTION TO SET ASIDE
JUDGMENT FOR POSSESSION
PURSUANT TO RULE 60(b)(5)**

NOW COMES Defendant _____ (“Defendant”) with the express consent and permission of Plaintiff Mid-America Apartments, LP, pursuant to a Settlement Agreement entered in the matter of *Ricardo Rowland and Kenneth Spurlock v. Mid-America Apartments, LP*, Case No. 1:18-cv-43-NCT-LPA (M.D.N.C.), hereby moving the Court pursuant to Rule 60(b)(5) of the Rules of Civil Procedure for relief from a Judgment for Possession entered against Defendant, dated _____, on the grounds that the Judgment has been satisfied, released or discharged, in that Defendant has surrendered possession of the Unit, and the Plaintiff therefore has no remaining claim for possession of same; as such, it would therefore be inequitable that the Judgment should have prospective application.

Respectfully submitted this the ____ (day) of _____ (month), _____ (year).

With Express Consent

By: _____
Defendant

By: Mark P. Henriques
Counsel for Plaintiff Mid-America
Apartments, LP.

Certificate of Service:

The undersigned Defendant certifies that on _____ [date] a copy of this Motion was served by U.S. mail, postage pre-paid, to the following parties.

Mark P. Henriques
Womble Bond Dickinson
One Wells Fargo Center, Suite 3500
301 South College Street
Charlotte, NC 28202-6037

By: _____
Defendant

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
CASE NO.

**ORDER GRANTING CONSENT
MOTION TO SET ASIDE JUDGMENT
PURSUANT TO RULE 60(b)(5)**

IT IS THEREFORE ORDERED that the Motion is ALLOWED, and that Defendant is hereby relieved from the Judgment for Possession entered on _____.

By: _____
Honorable District Court Judge Presiding

The undersigned Defendant certifies that on _____ [date] a copy of this Order was served by U.S. mail, postage pre-paid, to the following parties.

By: _____
Defendant

STATE OF NORTH CAROLINA
COUNTY OF _____

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
CASE NO. _____

MID-AMERICA APARTMENTS, LP,)
)
Plaintiff,)
)
v.)
)
_____,)
)
Defendant.)

STIPULATION OF DISMISSAL

NOW COME Mid-America Apartments, LP and _____
("Defendant"), hereby stipulating to a dismissal with prejudice of the above eviction action.

Respectfully submitted this the ____ (day) of _____ (month), ____ (year).

With Express Consent

By: _____
Defendant

By: Mark P. Henriques
Counsel for Plaintiff Mid-America
Apartments, LP.

Certificate of Service:

The undersigned Defendant certifies that on _____ [date] a copy of this
Stipulation of Dismissal was served by U.S. mail, postage pre-paid, to the following parties.

Mark P. Henriques
Womble Bond Dickinson
One Wells Fargo Center, Suite 3500
301 South College Street
Charlotte, NC 28202-6037

By: _____
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Case No.: 1:18-cv-00043

RICARDO ROWLAND and)
KENNETH SPURLOCK,)
)
Plaintiffs,)
)
v.)
)
MID-AMERICA APARTMENTS,)
LP d/b/a COLONIAL GRAND AT)
RESEARCH PARK and THE)
PRESERVE AT BRIER CREEK,)
)
Defendants.)

**(PROPOSED) PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING CLASSES FOR PURPOSE OF
SETTLEMENT, DIRECTING NOTICE TO THE CLASSES, AND
SCHEDULING FAIRNESS HEARING**

WHEREAS Plaintiffs Ricardo Rowland and Kenneth Spurlock (“Plaintiffs”) and Mid-America Apartments, L.P. d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek (“Defendant”) (collectively referred to as “the Parties”), have entered into a Settlement Agreement and Release (“the Settlement” or “Settlement Agreement”) resolving this action;

WHEREAS, the Settlement Agreement sets forth the terms and

conditions of a proposed class action settlement and Plaintiffs have moved, pursuant to Fed. R. Civ. P. 23(e) and 23(g), for an Order seeking preliminary approval of a class action settlement, certifying the settlement classes, appointing settlement classes counsel and settlement classes representative, approving classes notice, and scheduling a fairness hearing ("Motion");

IT IS ORDERED that the Motion is GRANTED, subject to the following terms and conditions:

Class Certification for Settlement Purposes Only

1. The proposed Settlement Agreement submitted with the Motion is preliminarily approved as being within the range of possible final approval;
2. Based upon the submissions of the parties, and for purposes of this settlement only, the Court conditionally makes the following findings:
 - a. The members of the Classes defined in the Settlement Agreement are so numerous as to make joinder impracticable;
 - b. There are questions of law and fact common to the Classes, and such questions predominate over any questions affecting only individual Class Members;

- c. Plaintiffs' claims are typical of the claims of the Class Members;
 - d. Plaintiffs and their counsel can fairly and adequately protect, and have to date fairly and adequately protected, the interests of the Class Members in this action; and
 - e. A class action is superior to other available methods for fairly and efficiently resolving the controversy placed at issue in this Action.
3. Accordingly, for settlement purposes only, pursuant to Fed.

R. Civ. P. 23(a) and (b)(3), the Court provisionally certifies the Classes defined as:

Collection Letter Class: All natural persons who, at any point between December 18, 2013 and June 25, 2018 (the "Class Period"), resided in any of the Defendant's properties in North Carolina (the "Defendant's Properties") and received a written communication from the Defendant or its affiliates threatening to charge Eviction Fees or claiming that such Eviction Fees were then owed (a "Collection Letter").

Eviction Fee Class: All natural persons who, during the Class Period: (a) resided in any of the Defendant's Properties; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees.

Excluded from the Settlement Classes are a) the MAA Releasees (as defined in the Settlement Agreement) and any of their respective officers, directors, and employees; (b) any person who filed, before Final Approval, any bankruptcy

proceeding; (c) any individuals who properly opt-out of the Settlement Classes pursuant to the procedures described herein; (d) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit; (e) the spouses of those in category (d); (f) any person within the third degree of relationship of those individuals in categories (d) or (e); and (g) the spouses of those individuals within category (f).

Class Counsel and Class Representative

4. Edward H. Maginnis and Karl S. Gwaltney of Maginnis Law, PLLC, and Scott C. Harris and Patrick M. Wallace of Whitfield Bryson & Mason LLP are appointed as Class Counsel.
5. Plaintiffs Ricardo Rowland and Kenneth Spurlock are appointed as representative of the Classes.

Preliminary Approval

6. The Settlement Agreement is preliminarily approved as describing a settlement that is within the range of settlements that the Court would find to be fair, reasonable and adequate.
7. The Court's preliminary approval is subject to the right of any Class Member to challenge the Settlement and to show

cause, if any exists, why a Final Order and Judgment dismissing this Action based on the Settlement should not be entered, after due and adequate notice has been provided to the Classes and a fairness hearing has been held as otherwise ordered herein.

8. The Court finds that the Settlement Agreement resulted from arm's-length negotiations, extensive investigation, and motions practice, and that the proposed settlement is sufficiently fair and reasonable so as to warrant notice thereof to the Classes, and to warrant a hearing concerning the settlement and the terms set forth in the Settlement Agreement.

Fairness Hearing

9. A hearing (the "Fairness Hearing") shall be held before this Court on _____ at _____ to determine whether (a) the Classes provisionally certified herein in fact satisfies each of the prerequisites for class certification set forth in Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3); (b) the settlement proposal described in the Settlement Agreement is fair,

reasonable, and adequate; (c) orders granting final approval of the Settlement, entering final judgment and dismissing Plaintiffs' Amended Complaint, as provided in the Settlement, should be entered; and (d) the applications of Class Counsel for the payment of attorneys' fees and expense and Plaintiffs' service award should be approved.

10. At the Fairness Hearing, the Court will consider any objections presented by members of the Settlement Classes and the parties' responses to any such objections.

Pre-Hearing Notice

11. The Court finds that the manner and content of the Settlement Notice as set forth in the Settlement Agreement and in the Exhibits to the Settlement Agreement will provide the best notice practicable to the Classes under the circumstances.
12. The Notice Period must commence within fifteen (15) calendar days after the entry of this Preliminary Approval Order and should be substantially complete no later than sixty (60) days after the entry of the Preliminary Approval

Order via electronic mail, first-class mail, an Internet website, and a toll-free number as set forth in the Settlement Agreement.

13. The Defendant shall provide the notification required under 28 U.S.C. § 1715 to each Appropriate Federal Official and to each Appropriate State Official.

Requests for Exclusion from Class

14. Any Class Member who wishes to be excluded from the proposed settlement must send a written request for exclusion to the Claims Administrator, in care of the post office box rented for that purpose, no later than thirty (30) days following the last day of the Notice Period.
15. Requests for exclusion must contain the following:
 - a. the Class Member's name, address and telephone number;
 - b. a statement by the Class Member that he/she wants to be excluded from the Classes;
 - c. the name and docket number of this Action; and

d. the Class Member's original signature.

16. Any Class Member who does not send a timely written request for exclusion meeting the conditions described in the foregoing paragraph shall be bound by the final settlement and by all subsequent proceedings, orders and judgments in this Action, even if such person has pending or subsequently initiates litigation or other proceedings against any MAA Releasee (as defined in the Settlement Agreement) relating to matters or the claims released in this Action.

Objections to Settlement

17. Any Class Member who does not file a timely written request for exclusion may object to the fairness, reasonableness, or adequacy of the settlement.
18. Class Members may not seek to exclude themselves from the Classes and file an objection to the proposed settlement, however.
19. Any member of the Classes who wishes to object to any aspect of the settlement must deliver to Class Counsel and Defendant's Counsel, and file with the Court, no later than

thirty (30) days after the last day of the Notice Period or as the Court may otherwise direct, a written statement of his/her objection(s).

20. Written objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) proof of class membership, and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.
21. Class Members may raise an objection either on their own or through an attorney hired at their own expense.
22. If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Classes members represented by objector's counsel; (2) the number of such represented Settlement Classes members who have opted out of the Settlement Classes; and (3) the number of such represented Settlement

Classes members who have remained in the Settlement Classes and have not objected.

23. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendant's Counsel not later than fourteen days before the Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (2) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (3) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (4) the attorney's hourly rate.
24. Any Class Member who fails to comply with the provisions of the subsections concerning objections shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the

terms of the settlement and by all proceedings, orders and judgments in this Action.

Retention of Administrator

25. The Court authorizes Angeion Group to administer certain aspects of the settlement, including providing notice to the Class; establishing and maintaining the Settlement Website; receiving and maintaining correspondence regarding requests for exclusion, intervention and objections to the settlement; responding to inquiries from Class Members received through the Settlement Website, or by first-class mail or by telephone; and assisting Defendant's Counsel and Class Counsel with other aspects of the settlement as necessary and directed by Class Counsel.
26. Angeion Group will also serve as the Claims Administrator.
27. The Claims Administrator shall perform the following duties: (a) prepare the Notice Plan; (b) disseminate the

Notice of Class Settlement; (c) process claim forms and opt-out forms; (d) receive and serve on Class Counsel, Defendant's Counsel, and the Court any written objections and opt-out requests; determine the amounts of the awards due to eligible members of the Settlement Classes in accord with the terms and procedures set forth herein; (e) report, in summary or narrative form, to Class Counsel and Defendant's Counsel regarding the completion of the tasks identified in this paragraph; (f) issue other reports and provide any and all files, documents, and data related to the Settlement Agreement, upon request, to Defendant's Counsel, or Class Counsel; (g) carry out other related tasks in accordance with the terms of the Settlement Agreement; and (h) agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Claims Administrator pursuant to the Settlement Agreement and its exhibits and amendments (if any).

Effect of Final Approval

28. If the settlement proposed by the Parties is finally approved, the Court shall enter a separate order approving the settlement, entering judgment and dismissing, with prejudice, the Plaintiffs' Amended Complaint.
29. Such order and judgment shall be fully binding with respect to all Class Members and shall release the MAA Releasees from any and all claims or causes of action that are based upon, arise from or are related to, directly or indirectly, the Class Released Claims (as defined in the Settlement Agreement).

Schedule

30. The following deadlines shall apply unless modified by further order of the Court:
- a. Notices in the form of the Exhibits to the Settlement Agreement shall be sent to Class Members as provided in the Settlement, within 15 days after entry of this Order, on or before _____.
 - b. The Notices shall be made available through the Settlement Website no later than the date the first Class

Notice is sent by e-mail.

- c. The notice period shall run until _____.
- d. Any Claim Forms for the Collection Letter Class shall be filled out and submitted on or before _____.
- e. Any notices to appear at the Fairness Hearing shall be filed on or before _____.
- f. Any exclusions and objections to the Settlement shall be submitted on or before _____.
- g. The Fairness Hearing shall be held at _____ on _____ in Courtroom No. ____ of the United States District Court for the Middle District of North Carolina.
- h. The parties shall file and serve papers in support of final approval of the settlement, including any responses to proper and timely objections filed thereto, by _____.
- i. Class Counsel shall file with this Court their petition for an award of attorneys' fees and reimbursement of expenses and request for incentive awards to the Plaintiff no later than on _____.

DATED: _____

SO ORDERED:

United States District Court Judge

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION
CIVIL ACTION NO. 1:18-cv-00043-NCT-LPA**

**RICARDO ROWLAND and KENNETH
SPURLOCK,**

Plaintiffs,

v.

**MID-AMERICA APARTMENTS, LP
d/b/a Colonial Grand at Research Park, and
The Preserve at Brier Creek,**

Defendant.

**SETTLEMENT AGREEMENT AND
RELEASE**

This Settlement Agreement and Release is entered into by and among the following parties (the “Parties” or, individually, each a “Party”), by and through their respective counsel: Ricardo Rowland and Kenneth Spurlock (the “Named Plaintiffs” or “Class Representatives”), on behalf of themselves and the Settlement Classes (defined below) and Mid-America Apartments, L.P. d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek (“Defendant”). This Agreement (defined below) fully and finally compromises and settles any and all claims, cross-claims, and counter-claims that were or could have been asserted by the Named Plaintiffs or the Settlement Classes in the lawsuit styled as *Ricardo Rowland and Kenneth Spurlock v. Mid-America Apartments, LP d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek*, Civil Action No. 1:18-cv-00043-NCT-LPA (the “Litigation”).

WHEREAS, on December 18, 2017, Ricardo Rowland filed a class action petition in the General Court of Justice, Superior Court Division, County of Durham, North Carolina, alleging that Defendant violated Section 42-46 of the North Carolina Residential Rental Agreements Act

(“NCRRAA”); the North Carolina Debt Collection Act, N.C.G.S. §§ 75-50 *et seq.* (the “NCDCA”); the North Carolina common law of contracts; the North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. §§ 75-1.1, *et seq.* (“UDTPA”); and the Uniform Declaratory Judgment Act, N.C.G.S. §§ 1-253 *et seq.* (the “Uniform Declaratory Judgment Act”) on the basis that Defendant allegedly engaged in unfair debt collection in its attempts to collect upon court costs, fees, penalties, and other improper charges;

WHEREAS, on January 22, 2018, Defendant filed a Notice of Removal from the General Court of Justice, Superior Court Division, County of Durham, North Carolina, and the Litigation was then removed to the United States District Court of the Middle District of North Carolina, Durham Division (the “Court”);

WHEREAS, on October 25, 2018, Mr. Rowland filed a Motion to Amend his Complaint to include Bryan Hester and Kenneth Spurlock as additional Class Representatives but otherwise included the same allegations as the original complaint filed on December 18, 2017;

WHEREAS, on June 25, 2019, Defendant consented to the filing of Plaintiffs’ Amended Complaint, which was filed that same day, adding Kenneth Spurlock as an additional Named Plaintiff;

WHEREAS, the Named Plaintiffs allege that they and other, allegedly, similarly situated individuals are entitled to compensatory damages, punitive damages, statutory penalties, damages calculated pursuant to N.C.G.S. § 75-8, treble damages from an alleged violation of N.C.G.S. § 42-46 in accordance with N.C.G.S. § 75-1.1, and attorneys’ fees and costs pursuant to N.C.G.S. § 75-16.1;

WHEREAS, on September 27, 2019, the Parties conducted a mediation session with Donald Beskind, Esq., a respected attorney and mediator, and through arm’s-length negotiations

reached an agreement in principle to resolve the Litigation contingent upon the negotiation and execution by the Parties of a final agreement approved by the Court;

WHEREAS, for settlement purposes only, the Named Plaintiffs will request that the Court certify the Settlement Classes and appoint the Named Plaintiffs as Class Representatives and their attorneys, Scott C. Harris, Patrick M. Wallace, Karl S. Gwaltney and Edward H. Maginnis, as Class Counsel (defined below) in the Litigation;

WHEREAS, based on discovery and the experience of Class Counsel, the Class Representatives and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Classes and in the best interests of the Settlement Classes;

WHEREAS, the Named Plaintiffs, on behalf of themselves and as the representatives of the Settlement Classes, and Defendant desire to resolve the disputes between them;

WHEREAS, the Named Plaintiffs, on behalf of themselves and as the representatives of the Settlement Classes, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant vigorously denies any and all liability or wrongdoing to the Named Plaintiffs and to the Settlement Classes, but whereas Defendant has nonetheless concluded that further conduct of the Litigation would be protracted and expensive, and has taken into account the uncertainty and risks inherent in this Litigation, and has determined that it is desirable that the Litigation be fully, completely, and finally settled in the manner and upon the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Parties and their respective counsel agree that the Litigation shall be settled, compromised, and dismissed with prejudice on the terms and conditions set forth in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and upon finding that it is a fair, reasonable, and adequate settlement.

I. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

“Agreement” means this Settlement Agreement resolving the Litigation and all attachments and exhibits, which the Parties understand and agree set forth all of the terms and conditions of the settlement between them, and which is subject to Court approval. It is understood and agreed that Defendant’s obligations for payment under this Agreement are conditioned on, among other things, Final Approval (defined below) of the Agreement by the Court.

“Claim Form” means the Claim Form in substantially the form attached hereto as Exhibit A, which permits a member of the Settlement Classes to submit a claim and, upon approval of the Claim Form by the Settlement Administrator (defined below), receive a distribution from the Settlement Fund (defined below).

“Claim Form Processing Period” shall mean the period of time ending one hundred twenty (120) days after the date on which the Class Notice (defined below) is issued in accordance with the terms of this Agreement.

“Class Counsel” means Scott C. Harris and Patrick M. Wallace of Whitfield Bryson & Mason LLP, 900 W. Morgan Street, Raleigh, NC 27603, and Edward H. Maginnis and Karl S. Gwaltney of Maginnis Law, PLLC, 4801 Glenwood Ave #310, Raleigh, NC 27612.

“Class Notice” means the notice in substantially the form attached hereto as Exhibit B.

“Class Period” means the period of time between December 18, 2013 and June 25, 2018.

“Class Released Claims” means any and all suits, claims, assertions, allegations, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, debts, judgments, remedies, demands, rights, liabilities and causes of action which are related to the subject matter of the Litigation, including, without limitation, any claim by a member of the Settlement Classes arising under, or in any way related to, the NCRRAA, the NCDCA, the UDTPA, the North Carolina common law of contracts, the Uniform Declaratory Judgment Act, breach of contract and unjust enrichment, claims for actual or statutory damages, statutory breaches, punitive damages that were asserted or could have been asserted, interest, attorneys’ fees, costs, expenses, restitution, or equitable relief, compensatory damages, punitive damages, statutory penalties, damages calculated pursuant to N.C.G.S. § 75-8, treble damages under N.C.G.S. § 75-1.1, and/or attorneys’ fees and costs pursuant to N.C.G.S. § 75-16.1.

“Collection Letter” means a written communication from Defendant or its affiliates either threatening to charge Eviction Fees (defined below) or claiming that such Eviction Fees were then owed.

“Collection Letter Class” means all natural persons who, during the Class Period, resided in any of Defendant’s Properties (defined below) and were sent a Collection Letter.

“Complaint” means the document titled “Amended Complaint” that is currently pending in the Court entitled *Rowland et al. v. Mid-America Apartments, L.P.*; assigned the docket number 1:18-cv-00043.

“Counsel for Defendant” means Mark P. Henriques, Womble Bond Dickinson (US) LLP, One Wells Fargo Center, Suite 3500, 301 South College Street, Charlotte, NC 28202-6037.

“Defendant’s Properties” means any apartment community located in the State of North Carolina owned and/or managed, directly or indirectly, by Defendant at any point in time during the Class Period.

“Effective Date” means the date on which the Order of Final Approval (defined below) becomes Final (defined below).

“Eviction Fees” means the amount of attorneys’ fees, process service costs and/or court costs incurred by Defendant in connection with the filing of an action for summary ejectment, eviction or other similar possessory claim against a resident of one of Defendant’s Properties related to their tenancy with Defendant during the Class Period.

“Eviction Fee Class” means all natural persons who, during the Class Period: (a) resided in any of Defendant’s Properties; (b) were charged Eviction Fees by Defendant or its affiliates; and (c) actually paid such Eviction Fees.

“Fairness Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy and reasonableness of this Agreement pursuant to Federal Rule of Civil Procedures 23; and (ii) entering the Order of Final Approval.

“Final” or “Finally Approved” or “Final Approval” of this Agreement means the later of the date by which (i) time has run for any appeals from the Order of Final Approval or (ii) any such appeals have been resolved in favor of approving, or affirming the approval of, this Agreement.

“MAA Releasees” means Mid-America Apartments, L.P., and each of its affiliates, parents, subsidiaries, predecessors, successors, and assigns, as well as each of those entities’ past or present owners, investors, directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys,

accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns.

“Notice Period” means the period running from the date the Settlement Administrator commences the Notice Plan (defined below) until such time the Notice Plan is complete.

“Notice Plan” means the plan for dissemination of the notice of this Settlement Agreement as set forth in the Declaration of the Settlement Administrator attached as Exhibit C. The Notice Plan must commence on or before fifteen (15) days after the entry of the Preliminary Approval Order and should be substantially completed no later than forty-five (45) days after the entry of Preliminary Approval Order.

“Opt-Out Deadline” shall have the same meaning as set forth in the Preliminary Approval Order (defined below) issued by the Court.

“Order of Final Approval” means an order in substantially the form attached hereto as Exhibit D, to be entered and filed by the Court granting final approval to the settlement and this Agreement, and ruling on Class Counsel’s application for reasonable attorneys’ fees and expenses, and the Service Award (defined below) for the Class Representatives, and dismissing with prejudice the Class Released Claims, and all the claims of the Named Plaintiffs and members of the Settlement Classes who do not opt-out as provided by this Agreement.

“Preliminary Approval Order” means an order in substantially the form attached hereto as Exhibit E, to be entered and filed by the Court preliminarily certifying the Settlement Classes for settlement purposes only and granting preliminary approval to the settlement reflected in this Agreement.

“Remaining Amount” means the amount of the Settlement Fund remaining after administration expenses, any Court-approved Service Award, and any Court-approved attorney fees and expenses have been paid.

“Request for Exclusion” means the written request that a member of the Settlement Classes is required to timely submit in order to opt-out of the Settlement Classes and this Agreement.

“Service Award” shall be the sum paid to Named Plaintiffs Ricardo Rowland and Kenneth Spurlock as remuneration for their roles as Class Representatives for the Settlement Classes. Class counsel shall seek, and MAALP shall not object to, Service Awards to the Named Plaintiffs of \$3,500.00 each, for a total of \$7,000.00, which shall be paid from the Settlement Fund.

“Settlement Administrator” means Angeion Group, the third-party settlement administrator agreed upon by the Parties that shall be responsible for administrative tasks related to the settlement, including, without limitation: (a) arranging for distribution of the Class Notice to members of the Settlement Classes; (b) making any other mailings to members of the Settlement Classes required under the terms of this Agreement; (c) answering any inquiries from members of the Settlement Classes and/or forwarding such inquiries to Class Counsel or their designee as appropriate; (d) distributing payments to members of the Settlement Classes; and (e) otherwise assisting with implementation and administration of the terms of this Agreement.

“Settlement Classes” means each member of the Collection Letter Class and each member of the Eviction Fee Class; provided; however, that the Settlement Classes do not include (a) the MAA Releasees and any of their respective officers, directors, and employees; (b) any person who filed, before Final Approval, any bankruptcy proceeding; (c) any individuals who

properly opt-out of the Settlement Classes pursuant to the procedures described herein; (d) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit; (e) the spouses of those in category (d); (f) any person within the third degree of relationship of those individuals in categories (d) or (e); and (g) the spouses of those individuals within category (f).

“Settlement Fund” means the amount of \$1,100,000 to be paid by Defendant to the Settlement Administrator for the benefit of the Settlement Classes for settlement of the Litigation and all Class Released Claims pursuant to this Agreement, which includes: (1) the Service Award to the Named Plaintiffs that the Court approves; (2) the reasonable attorneys’ fees, costs, and expenses to Class Counsel that the Court approves; (3) the fees and expenses of the Settlement Administrator, including without limitation, the cost of the Class Notice; (4) the benefits available under Section II.C.1 and Section II.C.2.

“Settlement Website” means the website described in Section III.C of this Agreement.

II. THE SETTLEMENT TERMS

A. Certification of Settlement Classes and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees not to oppose the Named Plaintiffs’ motion to certify the Settlement Classes. Defendant’s conditional agreement is contingent upon each and all of the following: (a) the execution of this Agreement by the Parties; (b) the entry of the Preliminary Approval Order; (c) the entry of an Order of Final Approval; and (d) the Order of Final Approval becoming Final. Except as provided below, if this Agreement, for any reason, is not Finally Approved or is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Agreement shall remain subject to the

Local Rules of the United States District Court for the Middle District of North Carolina, the Federal Rules of Civil Procedure, the provisions of Federal Rule of Evidence 408, and any applicable state law or rule of civil procedure or evidence.

Defendant denies all of the claims as to liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief as well as the class action allegations asserted in the Litigation. Defendant has agreed to settle this Litigation through this Agreement, but to the extent this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class action treatment on any grounds or assert any and all defenses or privileges. The Class Representatives and Class Counsel agree that Defendant retains and reserves all of these rights and the Class Representatives and Class Counsel agree not to take a position to the contrary.

B. The Settlement Fund

In full and final settlement of the Class Released Claims, Defendant shall establish the Settlement Fund to settle the Litigation in full. This Settlement Fund shall constitute an “all-in” number that reflects Defendant’s total obligation with regard to this Litigation, including, without limitation: (i) all claims, monetary benefits, or payments to the Settlement Classes; (ii) all fees and costs of Class Counsel as ordered by the Court; (iii) any Service Awards to the Named Plaintiffs as ordered by the Court; and (iv) all costs associated with the provision of notice to the Settlement Classes or administration of the settlement; and (v) taxes. Under no circumstances will Defendant be required to pay anything more than the Settlement Fund in connection with this settlement. Each member of the Settlement Classes shall look solely to the

Settlement Fund for settlement and satisfaction of all Class Released Claims as provided in this Agreement.

Within seven (7) days after the entry of the Preliminary Approval Order, Defendant will advance to the Settlement Administrator \$45,000 in order to send the Class Notice in accordance with the terms and conditions of this Agreement, and facilitate administration of the settlement. This amount shall come from, and reduce, the Settlement Fund.

Within twenty-one (21) days after the Effective Date, Defendant shall pay the difference between \$1,100,000 and any amounts previously advanced to the Settlement Administrator. Defendant shall have no further payment obligations to the Named Plaintiffs or members of the Settlement Classes, or to Class Counsel, or the Settlement Administrator, upon payment of the Settlement Fund to the Settlement Administrator.

C. Determination of Distributions to the Settlement Classes

The Remaining Amount shall be payable to the members of the Settlement Classes accordingly:

1. Collection Letter Class

Members of the Collection Letter Class shall receive benefits on a claims-made basis. Each member of the Collection Letter Class who submits a valid and timely Claim Form during the Claim Form Processing Period is eligible to receive \$25.00 for each Collection Letter received by such member of the Collection Letter Class, with a maximum of \$75.00. By way of example, a member of the Collection Letter Class who received two Collection Letters from Defendant shall be eligible to claim \$50.00. Each member of the Collection Letter Class who makes a claim for benefits under this section must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received.

The Collection Letter Class shall be allotted a total from the Remaining Amount not to exceed \$200,000.00. In the event that the total number of claims for the Collection Letter Class exceeds \$200,000.00, each claim shall be reduced pro rata. Any amounts unclaimed from the \$200,000.00 allotted to the Collection Letter Class shall be allocated to the Eviction Fee Class.

2. Eviction Fee Class

Members of the Eviction Fee Class shall receive benefits on a claims-made basis. Each member of the Eviction Fee Class who submits a valid and timely Claim Form during the Claim Form Processing Period is eligible to receive a total of \$800, subject to pro rata reduction if oversubscribed. Any amounts unclaimed from the \$200,000 allotted to the Collection Letter Class shall be allotted to the Eviction Fee Class. Any amounts unclaimed for the Eviction Fee Class shall be allocated to the *cy pres* recipient as ordered by the Court and pursuant to Section II.D of this Agreement.

3. Members of the Eviction Fee Class Who Shared a Single Unit

The monetary benefits available to members of the Eviction Fee Class described in Section II.C.2 above are available on a per-unit basis. In the event that more than one member of the Eviction Fee Class files a Claim Form for benefits under Section II.C.2 above for the same unit, the Settlement Administrator shall consult the spreadsheet provided by Defendant listing those tenants and roommates who were charged Eviction Fees during the Class Period. If the Settlement Administrator determines that Eviction Fee Class Members filed Claim Forms and were roommates, the benefits available to each Eviction Fee Class Member shall be in accordance with the number of claimants who filed a Claim Form for the same unit. For example, if two members of the Eviction Fee Class were roommates at the same unit owned or

managed by Defendant during the Class Period and both filed claims, the two members of the Settlement Classes shall be eligible for one-half of the benefits listed in Section II.C.2.

D. Making of Distributions

Within forty (40) days after the Effective Date, the Settlement Administrator shall: (i) determine the members of the Settlement Classes eligible to receive a distribution from the Settlement Fund; and (ii) pay by check, PayPal or electronic transfer such eligible member of the Settlement Classes an amount determined by the Settlement Administrator to be due to such eligible member of the Settlement Classes pursuant to this Agreement. The Settlement Administrator will perform skip tracing and re-mailing, as reasonably necessary. Checks will be valid for 180 days from the date on the check. The amounts of any checks that are returned as undeliverable or that remain uncashed more than 180 days after the date on the check shall be provided *cy pres* to Legal Aid of North Carolina, subject to Court approval. The Parties agree that all members of the Settlement Classes waive and abandon any ownership interest in any undeliverable, returned, uncashed, or non-negotiated checks and further agree that no obligation has been generated or proven with respect to such undeliverable, returned, uncashed, or non-negotiated checks.

E. Motions to Set Aside Judgments

In addition to the monetary benefits identified in Section II.C of this Agreement, any member of the Settlement Classes against whom a judgment for possession at one of Defendant's Properties was obtained by Defendant or its affiliates during the Class Period is eligible to file with the appropriate court a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal*, in substantially the form attached hereto as Exhibit F (the "Consent Motion"). Settlement Class Members shall have the sole obligation to fill out and

file the Consent Motion. Defendant will not object to the filing of a Consent Motion by a member of the Settlement Classes. In order to qualify for this benefit, Settlement Class members must file a valid and timely claim.

F. Reversion to Defendant if Final Approval Does Not Occur or Is Voided

In the event the Agreement is not Finally Approved or is cancelled or terminated or otherwise becomes null and void for any reason, the remainder of the Settlement Fund, net of actual costs incurred for distribution of the Class Notice shall revert back to Defendant.

G. Attorneys' Fees

To the extent that the Court orders an award of attorneys' fees and expenses to Class Counsel, such award will be paid from the Settlement Fund by the Settlement Administrator within twenty-one (21) days after the Effective Date. Defendant will not object to Class Counsel's request for an award of attorneys' fees not to exceed thirty-three percent (33%) of the Settlement Fund, and Defendant will not object to Class Counsel's request for reimbursement of costs and expenses incurred during the litigation. Both Class Counsel's awarded attorneys' fees, costs, and expenses shall be paid solely from the Settlement Fund. Whatever amount is ultimately approved by the Court shall be Class Counsel's total recovery for attorneys' fees, costs, and expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, in videographer expenses, expert fees and costs, and document review and production costs).

Class Counsel shall be solely responsible for allocating attorneys' fees, costs, and expenses that are awarded by the Court among Class Counsel, and Defendant shall have no responsibility, role, or liability in connection with such allocation or for any additional payments.

H. Motion for Preliminary Approval

As soon as practicable after the Parties execute this Agreement but in no event later than thirty (30) days after the Parties execute this Agreement, and concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement.

III. SETTLEMENT ADMINISTRATION

A. Settlement Administrator

The Settlement Administrator may appoint as many settlement administration officers, experts, and/or advisors as are necessary to carry out the duties of the Settlement Administrator expeditiously. The cost of notices and administration shall be paid from the Settlement Fund. The Settlement Administrator procedures shall be subject to Court approval and under the continuing jurisdiction of the Court. The Settlement Administrator shall be responsible for disseminating information to members of the Settlement Classes concerning settlement procedures. In addition, the Settlement Administrator shall assist the Court in processing and tabulating opt-out requests, shall receive all opt-out forms and documentation, shall process and pay members of the Settlement Classes as provided in this Agreement and any applicable orders of the Court, and shall operate under the continuing supervision of the Court.

B. Class Notice

The Parties agree that for notice purposes, the Settlement Administrator shall use the spreadsheet provided by Defendant listing those tenants and roommates who (i) were charged late fees during the Class Period to determine the potential members of the Collection Letter Class and (ii) were charged Eviction Fees during the Class Period to determine the members of the Eviction Fee Class. Within five (5) days after signing this Agreement, Class Counsel shall

provide the Settlement Administrator with all address and e-mail information previously provided to Class Counsel by Defendant for members of the Settlement Classes.

At the commencement of the Notice Period, the Settlement Administrator shall execute the Notice Plan by either (i) mail, by first class mail, a copy of the Claim Notice to every potential member of the Settlement Classes for whom there is address information, or (ii) email a copy of the Claim Notice to every potential member of the Settlement Classes for whom an e-mail address is available.

For each Class Notice returned to the Settlement Administrator without forwarding addresses, the Settlement Administrator will use publicly available databases as practicable to update addresses for the members of the Settlement Classes and will cause the Class Notice to be re-mailed to such members of the Settlement Classes who can be located.

C. Settlement Website

Within fifteen (15) days after entry of the Preliminary Approval Order, the Settlement Administrator will cause a Settlement Website to become active at the following URL, or such other URL as agreed to by Defendant: www.NCEvictionFeeMAALP.com. The Settlement Website shall include hyperlinks to allow access to the Complaint, this Agreement, the Class Notice, the Claim Form, and the Preliminary Approval Order. The Settlement Website will also contain plain-language Frequently Asked Questions.

As soon as reasonably practicable, any of the following documents being filed, the Settlement Website will also be updated to include copies of: (i) the Named Plaintiffs' Motion for Attorney Fees and Costs; (ii) the Named Plaintiffs' Motion for Service Awards; (iii) the Motion for Final Settlement Approval and all exhibits submitted in support thereof; and (iv) any further material orders issued by the Court, including the Order of Final Approval. This

information shall remain on the Settlement Website until the date that is 30 days after the void date of the members of the Settlement Classes checks. The Settlement Website shall not contain any direct hyperlinks to Class Counsel's websites. If the Settlement Administrator is unable to host the Settlement Website as specified in this Section III.C, the Settlement Administrator shall instead host the Settlement Website described above at a different URL, subject to Defendant's approval.

D. Opt-Out

The Class Notice and the Settlement Website shall provide a procedure whereby members of the Settlement Classes may exclude themselves, or "opt-out," from the Settlement Classes by mailing a Request for Exclusion. On or before the Opt-Out Deadline, but no more than sixty (60) days after the initial mailing or emailing date of the Class Notice, each member of the Settlement Classes who elects to opt-out of the settlement must send, by first-class U.S. mail, written notice addressed to Class Counsel and Counsel for Defendant indicating his or her name and address and stating that he or she desires to opt-out of the settlement or otherwise does not want to participate in the settlement. Any member of the Settlement Classes who does not validly and timely (as measured by the postmark date on that individual's written request) submit a Request for Exclusion shall be a member of the Settlement Classes and shall be bound by the terms of this Agreement and by any orders of the Court regarding the settlement or the Settlement Classes regardless of whether such member of the Settlement Classes submits a Claim Form or receives a distribution from the Settlement Fund. In no event shall members of the Settlement Classes who purport to opt-out of the settlement as a group, aggregate, collective, or class involving more than one member of the Settlement Classes be considered a successful opt-out.

E. Objections

The Class Notice shall also provide a procedure for members of the Settlement Classes to object to the settlement set forth herein and any of its terms. Any member of the Settlement Classes who wishes to object to the settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postage to Class Counsel and Counsel for Defendant no later than the objections deadline set by the Court and set forth in the Class Notice. The notice of objection must state the case name and number; the basis for, and an explanation of, the objection; the name, address, telephone number, and email address of the member of the Settlement Classes making the objection; and a statement of whether the member of the Settlement Classes intends to appear at the Fairness Hearing, either with or without counsel. A Settlement Class member who otherwise wishes to speak at the Fairness Hearing shall submit a notice of intent to appear to the Court that includes the name, address, and telephone number of the person that will appear on behalf the Settlement Class member fourteen (14) days before the Fairness Hearing. The filing of an objection allows Class Counsel the option to take the deposition of the objecting individual consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by such individual to make himself or herself available for a deposition or to comply with expedited discovery requests may result in the Court striking such individual's objection and otherwise denying such individual the opportunity to make an objection or be further heard. The Parties reserve the right to ask the Court to tax the costs of any such discovery to the objecting member of a Settlement Class or such individual's separate counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

In addition, any objection must be personally signed by the member of the Settlement Classes or, if represented by counsel, then by counsel. If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the members of the Settlement Classes represented by objector's counsel; and (2) the number of such represented members of the Settlement Classes who have opted out of the settlement contemplated by this Agreement. Any member of the Settlement Classes who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement. No member of the Settlement Classes shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Order of Final Approval except by filing and serving written objections in accordance with the provisions of this Settlement Agreement.

Any member of the Settlement Classes who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the settlement.

F. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. In the event that the Agreement is not so approved, the Parties shall return to the *status quo ante* prior to the execution of this Agreement, as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of the date of this Agreement, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Classes. In the event that this Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal and such reversal

or vacation would require material modifications to this Agreement, each of the Parties shall have a right to withdraw from this Agreement and return to the *status quo ante* as of the date of this Agreement, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Classes.

G. Defendant's Rights to Terminate Agreement

Defendant's willingness to settle this Litigation on a class-wide basis and to agree not to oppose the certification of the Settlement Classes is dependent upon achieving finality in this Litigation, and the desire to avoid further expense in this Litigation. Consequently, Defendant shall have the right in its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement to the Named Plaintiffs, members of the Settlement Classes, or Class Counsel if any of the following conditions subsequently occurs: (a) the Court fails or declines to grant preliminary approval pursuant to the terms of the Preliminary Approval Order; (b) more than fifty (50) members of the Settlement Classes timely submit to the Settlement Administrator a Request for Exclusion electing to opt-out of the settlement in accordance with the terms and conditions of this Agreement; (c) the Court materially modifies the terms of the Class Released Claims; (d) the Effective Date does not occur, unless such failure to occur is attributable to Defendant; or (e) either of the Named Plaintiffs submits a Request for Exclusion to the Settlement Administrator opting out of the Settlement Classes.

H. Fairness Hearing and Final Approval

The Parties will petition the Court to hold a final Fairness Hearing and to enter the Order of Final Approval. The Parties agree to cooperate in scheduling the Fairness Hearing so that it

shall be held as soon as practicable, but in any event no earlier than 100 days from the date of the Court entering the Preliminary Approval Order.

Prior to the Fairness Hearing, on the date set by the Court, the Named Plaintiffs, through Class Counsel, shall submit a motion for final approval by the Court of the settlement contemplated by this Agreement and the entry of an Order of Final Approval that:

- Finds the settlement contemplated by this Agreement and its terms to be fair, reasonable and adequate within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;
- Finds that the notice given constitutes due, adequate, and sufficient notice, and meets the requirements of due process and any applicable laws;
- Provides for Service Awards from the Settlement Fund to the Named Plaintiffs in addition to whatever monies they shall receive from the Settlement Fund pursuant to the Court-approved plan of allocation;
- Provides for payment of attorneys' fees and expenses from the Settlement Fund;
- Sets forth the method for allocating the Settlement Fund and the Remaining Amount;
- Directs that the Litigation be dismissed with prejudice as against Defendant without costs to the Parties;
- Approves the release of claims specified herein as binding and effective as to all members of the Settlement Classes and permanently bars and enjoins all members of the Settlement Classes from asserting any Class Released Claims;
- Reserves exclusive and continuing jurisdiction over the settlement, including the Settlement Fund and the administration, enforcement, consummation, and interpretation of this Agreement; and

- Directs that the Order of Final Approval be entered as between the Parties in the Litigation.

If so required by the Court in connection with the Final Approval of the settlement, the Parties agree to accept non-material or procedural changes to this Agreement. However, the Parties are not obligated to accept any changes to the amount of the Settlement Fund or any other substantive change to this Agreement or their respective obligations hereunder.

I. Retention of Records

The Settlement Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. The confidentiality of those records shall be maintained in accordance with the Preliminary Approval Order.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy

This Agreement shall be the exclusive remedy for any and all Class Released Claims, any claims arising out of the subject matter of this Agreement, and any complaints or claims by the Settlement Classes or any member of the Settlement Classes against any or all of the MAA Releasees in any way related to the Class Released Claims. No MAA Releasee shall be subject to liability or expense of any kind to the Settlement Classes or any member of any Settlement Class related to the Class Released Claims except as provided in this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties' successors and assigns.

B. Dismissal of Claims

The Parties agree that upon the Effective Date of this Agreement, the Litigation shall be dismissed with prejudice in accordance with the Order of Final Approval.

C. Jurisdiction

The Court shall retain exclusive and continuing jurisdiction over this Litigation, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

D. Release of MAA Releasees

Upon the Effective Date, the Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes, their respective representatives, agents, attorneys, partners, successors, predecessors, and assigns and all those acting or purporting to act on their behalf, except any person who has timely submitted a Request for Exclusion in accordance with the provisions of this Agreement, will conclusively be deemed to and shall have relinquished, released and forever discharged and dismissed with prejudice the MAA Releasees from and shall be forever barred from instituting, maintaining or prosecuting any and all of the Class Released Claims.

The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes covenant and agree that they shall not hereafter seek to establish liability against any MAA Releasee based, in whole or in part, on any of the Class Released Claims. The Class Representatives, the Settlement Classes, and each member of the Settlement Classes further expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes do and are deemed to understand and acknowledge the significance of their waiver of their rights and

their release of those rights. The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Class Released Claims, but the Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes, upon the Effective Date, shall be deemed to have, and by operation of the Order of Final Approval shall have, nevertheless, fully, finally, and forever waived, settled and released any and all Class Released Claims, regardless of such subsequent discovery of additional or different facts.

Each and every term described in this Section V.D shall be binding upon the Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes regardless of whether such individual submitted a Claim Form or received any payment pursuant to this Agreement, and will inure to the benefit of the MAA Releasees, which persons and entities are intended to be beneficiaries of this Agreement.

The Named Plaintiffs, the Settlement Classes, and each member of the Settlement Classes agree and covenant not to sue or prosecute, or institute or cooperate in the institution, commencement, filing, or prosecution of, any suit or proceeding, in any forum against any MAA Releasee based upon any Class Released Claims.

E. Release of Named Plaintiffs

Defendant and its representatives, agents, attorneys, partners, successors, predecessors, and assigns and all those acting or purporting to act on their behalf, will conclusively be deemed to and shall have waived, relinquished, released and forever discharged and dismissed with prejudice the counterclaims filed in the Litigation against the Named Plaintiffs, and be forever barred from instituting, maintaining or prosecuting any and all actions relating in any way to the

counterclaims filed in the Litigation against the Named Plaintiffs. Defendant covenants and agrees that it shall not hereafter seek to establish liability against either Named Plaintiff based, in whole or in part, on any of the counterclaims raised in the Litigation.

F. No Release of Claims Unrelated to Subject of Litigation

No provision of this Settlement Agreement will impact Defendant's or the MAA Releasees' ability to collect any other amounts claimed that are unrelated to the subject of the litigation or the Class Released Claims including past due rent, late fees and other charges that are not Eviction Fees. Likewise, members of the Settlement Classes will retain any and all defenses relating to these unreleased claims.

VII. MISCELLANEOUS PROVISIONS

A. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this settlement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

B. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

C. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any Party, person, or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Named Plaintiffs, on behalf of themselves or the Settlement Classes, against Defendant. Defendant expressly denies and

disclaims any liability or wrongdoing. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible in evidence for any such purpose in any proceeding, except solely for purposes of enforcement of its terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Class Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

D. Taxes

The Parties agree the payments to each member of the Settlement Classes and to the Named Plaintiffs are not wages, and each member of the Settlement Classes and the Named Plaintiffs will be solely responsible for correctly characterizing their payment(s) for tax purposes and for paying any taxes owed on such payments. Defendant makes no representation to the Named Plaintiffs or members of the Settlement Classes regarding the appropriate tax treatment of the Settlement Fund, income earned on the Settlement Fund, or any distribution taken from the Settlement Fund.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of

Class Counsel and Counsel for Defendant, without notice to members of the Settlement Classes. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, by and among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

H. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

I. Costs

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Class Released Claims, including the preparation and performance of this Agreement.

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

K. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

L. Severability

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if Defendant and the Named Plaintiffs and Class Counsel mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

M. No Consent

To the Parties' knowledge and belief, except as expressly provided herein, no consent, authorization, action, or approval of, notice to or filing with, waiver or exemption by, any person

or entity which has not been obtained, including, without limitation, any governmental, public or self-regulatory body or authority, is required in connection with the execution, delivery, and performance of this Agreement or consummation of the transactions contemplated hereby by the Parties hereto.

N. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

O. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of North Carolina, without reference to its conflict of law principles.

P. Fair and Reasonable

The Parties and their counsel represent that this Agreement is a fair and reasonable compromise of the disputed claims and is in the best interest of the Parties and that the Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

Q. Headings

Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

R. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

S. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

T. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

U. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

V. No Assignment

The Parties represent and warrant that they have not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted and that are released in this Agreement, or which were, could have been, or ever could be asserted. In the event of any breach of the representations and warranties set forth in this Paragraph, the breaching Party shall indemnify and hold harmless the non-breaching Parties from any and every claim or demand of

every kind or character arising out of a breach by the breaching Party of their representations and warranties in this Paragraph.

W. Confidentiality

The Parties agree that any confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that the Parties do not disclose the confidential information to third parties; that it not be the subject of public comment; that it not be used by any Party in any way in the Litigation should settlement not be achieved; and that it is to be returned to the providing Party or destroyed; provided, however, that nothing contained herein shall prohibit any Party from seeking such information through formal discovery or from referring to the existence of such information in connection with this settlement and the preliminary approval and Final Approval of this settlement.

If contacted by a member of the Settlement Classes, Class Counsel may provide advice or assistance regarding any aspect of the settlement. At no time shall any of the Parties, Class Counsel or Counsel for Defendant or their agents seek to solicit any member of the Settlement Classes or any other persons to submit written objections to the settlement, or to encourage any member of the Settlement Classes or any other persons to appeal from the Order of Final Approval.

Within one hundred eighty (180) days after the Effective Date (unless the time is extended by written agreement of the Parties), Class Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to confidential documents provided by Defendant to Class Counsel, shall either: (i) return to Counsel for Defendant all such documents and materials (and all copies of such documents in whatever form made or maintained) and any and all handwritten notes summarizing, describing, or referring to such

documents; or (ii) certify to Counsel for Defendant that all such documents and materials (and all copies of such documents in whatever form made or maintained) and any and all handwritten and/or electronically recorded notes summarizing, describing, or referring to such documents have been destroyed; provided, however, that this provision shall not apply to any documents made part of the record nor to any documents made part of a Court filing, nor to Class Counsel's work product.

X. Notice to Named Parties

Any Notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given, and received when delivered by either delivery method provided in this Section to the physical or electronic mail address set forth beneath the name of such Party below (or to such other physical or electronic mail address, or telephone number, as such Party shall have specified in a written notice given to the other Parties):

If to Defendant:

Mark P. Henriques
Womble Bond Dickinson (US) LLP
One Wells Fargo Center
301 South College Street, Suite 3500
Charlotte, North Carolina 20202

If to Class Counsel:

Scott C. Harris
Patrick M. Wallace
Whitfield Bryson & Mason, LLP
900 West Morgan Street
Raleigh, North Carolina 27603


Edward H. Maginnis
Karl S. Gwaltney
Maginnis Law, PLLC

4801 Glenwood Avenue #310
Raleigh, North Carolina 27612

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by themselves or by their duly authorized representatives:

Dated: 25 Nov 2019

By: 
Ricardo Rowland
Named Plaintiff and Class Representative

Dated: _____

By: _____
Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: _____

By: _____
Scott C. Harris, *Class Counsel for the
Named Plaintiffs and the Settlement Class*

Dated: _____

By: _____
Edward H. Maginnis, *Class Counsel for
the Named Plaintiff and the Settlement
Class*

Dated: _____

By: _____
Mark Henriques, *Counsel for Defendants Mid-America
Apartments, LP*

Dated: _____

By: Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.

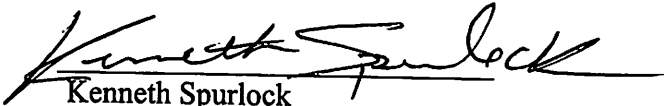
Name: Robert J. DelPriore
Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by themselves or by their duly authorized representatives:

Dated: _____

By: _____
Ricardo Rowland
Named Plaintiff and Class Representative

Dated: 11/25/2019

By: 
Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: _____

By: _____
Scott C. Harris, *Class Counsel for the
Named Plaintiffs and the Settlement Class*

Dated: _____

By: _____
Edward H. Maginnis, *Class Counsel for
the Named Plaintiff and the Settlement
Class*

Dated: _____

By: _____
Mark Henriques, *Counsel for Defendants Mid-America
Apartments, LP*

Dated: _____

By: Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.

Name: Robert J. DelPriore
Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by themselves or by their duly authorized representatives:

Dated: _____

By: _____

Ricardo Rowland
Named Plaintiff and Class Representative

Dated: _____

By: _____

Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: 11/27/19

By: _____

Scott C. Harris
Scott C. Harris, *Class Counsel for the
Named Plaintiffs and the Settlement Class*

Dated: 11/27/19

By: _____

Edward H. Maginnis
Edward H. Maginnis, *Class Counsel for
the Named Plaintiff and the Settlement
Class*

Dated: _____

By: _____

Mark Henriques, *Counsel for Defendants Mid-America
Apartments, LP*

Dated: _____

By: _____

Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.

Name: Robert J. DelPriore
Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated: _____

By: _____

Ricardo Rowland
Named Plaintiff and Class Representative

Dated: _____

By: _____

Kenneth Spurlock
Named Plaintiff and Class Representative

Dated: _____

By: _____

Scott C. Harris, *Class Counsel for the
Named Plaintiffs and the Settlement Class*


Dated: _____

By: _____

Edward H. Maginnis, *Class Counsel for
the Named Plaintiff and the Settlement
Class*

Dated: 11/27/19

By: _____


Mark Henriques, *Counsel for Defendants Mid-America
Apartments, LP*

Dated: 11.27.19

By: _____

Mid-America Apartments, L.P.
By: Mid-America Apartment Communities, Inc.



Name: Robert J. DelPriore
Title: Executive Vice President

EXHIBIT A

Claim Form

CLAIM FORM INSTRUCTIONS

<i>Your Claim must be submitted online or mailed and postmarked by:</i> July 28, 2020	<i>Rowland v. MAALP</i> c/o Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Website: www.NCEvictionFeeMAALP.com	MAALP
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Instructions for Completing the Claim Form

You are eligible to submit a Claim Form if you are a member of the **Collection Letter Class** or **Eviction Fee Class**.

You are a ***Collection Letter Class Member*** if you are a natural person who:

- (1) At any point between December 18, 2013 and June 25, 2018, resided in any of the properties owned and/or managed by the Defendant in North Carolina, **and**
- (2) You received a written communication from MAALP or its affiliates threatening to charge Eviction Fees or claiming that such Eviction Fees were then owed. Representative letters can be found at: www.NCEvictionFeeMAALP.com.

You are an ***Eviction Fee Class Member*** if you are a natural person who:

- (1) At any point between December 18, 2013 and June 25, 2018, resided in any of the properties owned and/or managed by the Defendant in North Carolina, **and**
- (2) You were charged and actually paid Eviction Fees.

You may be a member of ***both*** the ***Collection Letter Class*** and the ***Eviction Fee Class***.

If you are a ***Collection Letter Class Member*** and submit a valid and timely Claim Form, you will be eligible to receive up to \$25.00 for each Collection Letter that you received, with a maximum of \$75, subject to pro rata reduction. If you make a claim for benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received.

If you are an ***Eviction Fee Class Member*** and submit a valid and timely Claim Form, you will be eligible to receive up to \$800, subject to pro rata reduction. If two or more Eviction Fee Class Members who were roommates file a claim, the monetary benefits shall be equally shared.

If you are a member of either Class, you may be eligible to have any Judgment of Possession entered against you set aside.

If you submit a valid and timely Claim Form, the amount you actually receive may be reduced depending on how many valid claims are ultimately submitted by other Class Members. The available Settlement Fund will be distributed on a proportional basis once the Settlement becomes final. The exact amount of compensation will be determined after all claims are received and calculated, and after administrative expenses, service award, and attorneys' fees and costs are deducted. Please note that none of these benefits will be distributed or available until the Settlement is finally approved by the Court.

Please submit only one (1) Claim Form per person.

Your completed Claim Form must be submitted online at www.NCEvictionFeeMAALP.com on or before **July 28, 2020** or postmarked no later than **July 28, 2020** and mailed to:

Rowland v. MAALP
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

ALL CLAIMS ARE SUBJECT TO VERIFICATION.

PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM FOR YOUR RECORDS.

CLAIM FORM

*Your claim must be submitted
online or mailed and
postmarked by:*

July 28, 2020

Rowland v. MAALP Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Website: www.NCEvictionFeeMAALP.com

MAALP

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address (Mailing Address)

City

State

Zip Code

Email Address

Phone Number

SECTION B: COLLECTION LETTER INFORMATION

By submitting information for this section, I certify that I am a member of the Collection Letter Class and received one or more Collection Letters from the Defendant between December 18, 2013 and June 25, 2018. *If you did not receive a Collection Letter during this time period, or you do not wish to make a claim under this section, please continue to Section C below.*

- A. Please list the total number of Collection Letters received from MAALP between December 18, 2013 and June 25, 2018:

- B. Please provide the months and years when you received Collection Letters from MAALP (up to 3):

SECTION C: EVICTION FEE INFORMATION☐

By checking this box, I am requesting benefits as an Eviction Fee Class Member. I certify that I am a member of the Eviction Fee Class and was charged and paid Eviction Fees to the Defendant between December 18, 2013 and June 25, 2018.

SECTION D: REQUEST CONSENT MOTION TO SET ASIDE JUDGMENT FOR POSSESSION☐

By checking this box, I am requesting a copy of the *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal*. I understand that I will have the sole obligation to fill out

and file the Consent Motion. I certify that I am a member of the Collection Letter Class and/or the Eviction Fee Class.

SECTION E: CLASS MEMBER VERIFICATION: (please check the box below)

☐

I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided in this Claim Form is true and correct to the best of my knowledge, information and belief. I understand the Settlement Administrator may contact me to request further verification of the information provided in this Claim Form.

Type Name: _____ Date: _____

Signature: _____

EXHIBIT B

Notice

Who's included? You received this Notice because Mid-America Apartments, LP ("MAALP" or the "Defendant") records indicate that you MAY be a member of the **Collection Letter Class** **Eviction Fee Class**. There are two types of Class Members in this Action: Collection Letter Class Members and Eviction Fee Class Members.

You are a **Collection Letter Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, resided in any of the Defendant's properties in North Carolina and received a Collection Letter. A selection of Collection Letters can be found at: www.NCEvictionFeeMAALP.com. You are an **Eviction Fee Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, (a) resided in any of the Defendant's properties in North Carolina; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they can meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain monetary benefits. The Defendant will pay \$1,100,000 ("the Settlement Amount"), which will be allotted between the Collection Letter Class and Eviction Fee Class. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability.

How do I get a payment? You must submit a valid and timely Claim Form online at www.NCEvictionFeeMAALP.com by **July 28, 2020**. You may also download a Claim Form at www.NCEvictionFeeMAALP.com and mail it to the Settlement Administrator as long as it is postmarked by July 28, 2020.

Collection Letter Class Members who submit valid and timely Claim Forms will be eligible to receive up to \$25.00 for each Collection Letter that they received, with a maximum of \$75.00. If you make a claim for Collection Letter benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received.

Eviction Fee Class Members who submit valid and timely Claim Forms will be eligible to receive up to \$800, subject to pro rata reduction as explained below. The \$800 benefit is available on a per-unit basis. Members of the Eviction Fee Class who shared a single unit and who file claims shall receive a proportional amount of the benefit. For example, if two members of the Eviction Fee Class shared a unit, they would each receive \$400. If you are a member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you can meet the requirements of both Classes and may claim Collection Letter benefits, as explained above.

Members of the Collection Letter Class and the Eviction Fee Class who file valid and timely claims may file a Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal.

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than **May 27, 2020**. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendant about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.NCEvictionFeeMAALP.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on August 11,

2020 at 10:00 a.m. The date and time of the Hearing may change, please check the Settlement website www.NCEvictionFeeMAALP.com often for updates.

How can I learn more about this case? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit www.NCEvictionFeeMAALP.com. You may also contact the Settlement Administrator by email Info@NCEvictionFeeMAALP.com, or by phone 1 (XXX) XXX-XXXX.

Rowland v. MAALP
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

US Postage
Paid
Permit #__

LEGAL NOTICE

If, between December 18, 2013 and June 25, 2018, you resided in any of the properties owned and/or managed by MID-AMERICA APARTMENTS, LP, and received a Collection Letter or were charged Eviction Fees, a class action Settlement affects your rights.

This is a court-approved legal Notice. This is not a solicitation from a lawyer.

www.NCEvictionFeeMAALP.com

«Barcode»

Postal Service: Please do not mark barcode

Notice ID: XXX- «Notice ID» - «MailRec»

Confirmation Code: «Confirmation Code»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

If you resided in any of the properties owned and/or managed by MID-AMERICA APARTMENTS, LP, you may be entitled to benefits from a class action settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice informs you of a proposed settlement in a class action lawsuit filed by Ricardo Rowland and Kenneth Spurlock (the “Class Representatives” or “Plaintiffs”) against Mid-America Apartments, LP (“MAALP” or the “Defendant”). Plaintiffs alleged that the Defendant engaged in unfair debt collection in its attempts to collect upon court costs, fees, penalties and other improper charges. The settlement resolves the lawsuit. The Defendant denies that it did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Classes (defined below).
- If you are included in the Settlement, you may qualify to receive compensation. The amount of compensation is dependent on whether you are a member of the Collection Letter Class or Eviction Fee Class (the “Settlement Classes”).
 - **Collection Letter Class Members.** If you are a natural person who, at any point between December 18, 2013 and June 25, 2018 (the “Class Period”), resided in any of the Defendant’s properties in North Carolina (the “Defendant’s Properties”) and was sent a written communication from the Defendant or its affiliates threatening to charge Eviction Fees¹ or claiming that such Eviction Fees were then owed (a “Collection Letter”).
 - **Eviction Fee Class Members** If you are a natural person who, during the Class Period: (a) resided in any of the Defendant’s Properties; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees.
- **Please see the chart on the next page which provides a quick reference guide to the deadlines and obligations of members of the Settlement Classes described above.**
- **If you are a member of the Settlement Classes, your legal rights are affected whether you act or do not act. Read this Notice carefully.**

¹ “Eviction Fees” means the amount of attorneys’ fees, process service costs and/or court costs incurred by the Defendant in connection with the filing of an action for summary ejectment, eviction or other similar possessory claim against a resident of one of the Defendant’s Properties related to their tenancy with Defendant during the Class Period.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

COLLECTION LETTER CLASS and EVICTION FEE CLASS	
SUBMIT A CLAIM FORM BY July 28, 2020	If you wish to receive benefits from the Settlement, you must submit a valid and timely Claim Form.
EXCLUDE YOURSELF Postmark Deadline: May 27, 2020	You will receive no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.
OBJECT Postmark Deadline: May 27, 2020	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING ON August 11, 2020 AT 10:00 A.M.	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Receive no payment and give up your rights to ever sue the Defendant about the legal claims in this case.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.NCEvictionFeeMAALP.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS:

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3. Why is this a class action?
4. Why is there a Settlement?

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BASIC INFORMATION

1. **Why is there a notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the U.S. District Court for the Middle District of North Carolina (the “Court”), and the case is called *Ricardo Rowland and Kenneth Spurlock v. Mid-America Apartments, LP d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek*, Civil Action No. 1:18-cv-00043-NCT-LPA. The individuals who sued are called the Plaintiffs (also known as the Class Representatives), and the company being sued is called the Defendant.

2. **What is this lawsuit about?**

The lawsuit alleges that the Defendant unlawfully charged Eviction Fees when filing summary ejectment/eviction actions against its tenants. Plaintiffs also alleged that the Defendant unlawfully threatened to charge Eviction Fees by sending the Collection Letters.

The lawsuit, as amended, brought four claims for relief: a violation of the North Carolina Residential Rental Agreements Act (N.C.G.S. § 42-46), a violation of the North Carolina Debt Collection Act (N.C.G.S. § 75-50 et seq.), a violation of the North Carolina Unfair and Deceptive Trade Practices Act (N.C.G.S. § 75-1.1 et seq.), and for declaratory judgment.

The Defendant denies these claims, contends that it has numerous defenses to the action, and denies that class certification is required or appropriate.

3. **Why is this a class action?**

In a class action, one or more people, called the “Class Representatives,” sue on behalf of people who have similar claims. In this case, there are two classes, the Eviction Fee Class and the Collection Letter Class. All these people are in a “class” and are call members of the Settlement Classes, except for those who exclude themselves from the Settlement Classes. The Honorable N. Carlton Tilley in the U.S. District Court for the Middle District of North Carolina is in charge of this class action.

4. **Why is there a Settlement?**

The Court did not decide which side was right or whether the claims have any merit. Instead, both sides agreed to a settlement to avoid the costs and risks of further litigation and provide benefits to members of the Settlement Classes. The settlement does not mean that a Court found that the Defendant broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the settlement is in the best interests of all members of the Settlement Classes.

WHO IS IN THE SETTLEMENT?

5. **How do I know if I am in the Settlement?**

There are two Settlement Classes in this class action:

- A) ***Collection Letter Class Members:*** You are a Collection Letter Class Member if you are a natural person who, during the Class Period, resided in any of the Defendant’s Properties and were sent a Collection Letter. A selection of Collection Letters can be found at: www.NCEvictionFeeMAALP.com.
- B) ***Eviction Fee Class Members:*** You are an Eviction Fee Class Member if you are a natural person who, during the Class Period, (a) resided in any of the Defendant’s Properties and (b) were charged Eviction Fees by the Defendant or its affiliates, and (c) actually paid such Eviction Fees.

Eviction Fee Class Members may also be Collection Letter Class Members if they can meet the requirements of both Classes.

Excluded from the Settlement Classes are (1) present owners, investors, directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys,

accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns of the Defendant; (2) persons who filed, before Final Approval (as defined in the Settlement Agreement), any bankruptcy proceeding; (3) persons who exclude themselves from the Settlement Classes as provided in this Notice; (4) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit, and their the spouses; (5) persons within the third degree of relationship of those individuals in category (4) and their spouses.

6. **What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a member of the Settlement Classes, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.NCEvictionFeeMAALP.com, or call the toll-free number, 1 (XXX) XXX-XXXX.

SETTLEMENT BENEFITS

7. **What does the Settlement provide?**

The Settlement provides for a Settlement Fund in the amount of \$1,100,000 which shall be used to pay all costs associated with the Settlement, including but not limited to (a) the costs of notice and administration of the Settlement, including for the Settlement Administrator to process claims, objections, and opt-out requests; (b) the payment of valid approved claims; (c) attorneys' fee awards (if any); (d) attorneys' costs; (e) service awards (if any) to the Class Representatives; and (f) any other expenses. In addition, any member of either of the Settlement Classes is eligible to file a Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal, which will remove any judgment(s) entered by MAA against such individual regarding summary ejection.

8. **What can I get from the Settlement?**

If you are a member of the ***Collection Letter Class***, you must submit a valid and timely Claim Form either online at www.NCEvictionFeeMAALP.com or print, complete, and mail the Claim Form to the address below by **July 28, 2020**. If you submit such a Claim Form, you will be eligible to receive up to \$25.00 for each Collection Letter that you received, with a maximum of \$75.00. If you make a claim for benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received.

For example, if you received two Collection Letters from the Defendant, you will be eligible to claim up to \$50.

If you submit a valid and timely Claim Form, the amount you actually receive may be reduced depending on how many valid claims are ultimately submitted by other members of the Settlement Classes. The available Settlement Fund will be distributed on a proportional basis once the Settlement becomes final. The Collection Letter Class has been allotted a total not to exceed \$200,000 of the Settlement Fund. Any amounts unclaimed from the \$200,000 allotted to the Collection Letter Class will be allocated to the Eviction Fee Class.

Note, if you are a member of the ***Collection Letter Class***, you may also be a member of the ***Eviction Fee Class***.

You must submit a valid and timely Claim Form to obtain Collection Letter benefits.

If you are a member of the ***Eviction Fee Class***, you must submit a valid and timely Claim Form either online at www.NCEvictionFeeMAALP.com or print, complete, and mail the Claim Form to the address below by **July 28, 2020**. If you submit such a Claim Form, you will be eligible to receive up to \$800, subject to pro rata reduction as explained below. The \$800 benefit is available on a per-unit basis. Members of the Eviction Fee Class who shared a single unit and who file claims shall receive a proportional amount of the benefit. For example, if two members of the Eviction Fee Class shared a unit, they would each receive up to up to \$400.

If you submit a valid and timely Claim Form, the amount you actually receive may be reduced depending on how many valid claims are ultimately submitted by other members of the Eviction Fee Class. The available Settlement Fund will be distributed on a proportional basis once the Settlement becomes final. The Eviction Fee Class has been allotted the remainder of the Settlement Fund and any unclaimed funds allotted to the Collection Letter Class. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted, and distribution to Class Members may be subject to a pro rata reduction if oversubscribed.

Both members of the Collection Letter Class and the Eviction Fee Class who file valid and timely claims may file a Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal. This Motion will allow members of the Collection Letter Class and Eviction Fee Class who were filed on for eviction by the Defendant to remove the eviction action from their record. Members of both the Collection Letter Class and Eviction Fee Class will have the sole obligation of filling out and filing such Motion.

Note, if you are a member of the *Eviction Fee Class*, you may also be a member of the *Collection Letter Class*.

You must submit a valid Claim Form to obtain benefits.

9. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. The Class Released Claims are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Classes. The Settlement Agreement is available at the Settlement Website www.NCEvictionFeeMAALP.com.

HOW TO GET A PAYMENT

10. How can I get a payment?

Both *Collection Letter Class Members* and *Eviction Fee Class Members* must complete and submit a timely Claim Form to be eligible to receive a payment. You can complete and submit your Claim Form online at the Settlement Website, www.NCEvictionFeeMAALP.com. The Claim Form can be downloaded from the Settlement Website, as well. You can also request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or by email.

MAIL: *Rowland v. MAALP*
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL: Info@NCEvictionFeeMAALP.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than July 28, 2020 or submit your Claim Form online at the Settlement Website, www.NCEvictionFeeMAALP.com by July 28, 2020.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment, and your claims will be extinguished.

11. When will I get my payment?

Payments will be made after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether appeals can be resolved and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out. This is

called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Classes.

12. How do I get out of the Settlement?

To exclude yourself, you must mail or email the Settlement Administrator, including the following:

- a. A caption or title that identifies it as “Request for Exclusion in *Rowland v. MAALP*, Case No. 1:18-cv-00043-NCT-LPA”;
- b. Your full name, address and telephone number;
- c. A statement that you wish to be excluded from the Settlement Classes; and
- d. Your original signature.

Your request for exclusion must be mailed and postmarked no later than May 27, 2020 to both the Class Counsel and Counsel for the Defendant at:

CLASS COUNSEL	DEFENDANT’S COUNSEL
Scott Harris, Esq. Patrick Wallace, Esq. Whitfield Bryson & Mason LLP 900 W. Morgan Street Raleigh, North Carolina 27603 Edward H. Maginnis Karl S. Gwaltney Maginnis Law, PLLC 4801 Glenwood Avenue, Suite 310 Raleigh, North Carolina 27612	Mark P. Henriques, Esq. Womble Bond Dickinson (US) LLP One Wells Fargo Center, Suite 3500 301 South College Street Charlotte, NC 28202-6037

No person or entity may opt-out on behalf of another member of the Settlement Classes or a group of members of the Settlement Classes.

If you don’t include the required information or timely submit your request for exclusion, you will remain a member of the Settlement Classes and will not be able to sue the Defendant about the claims in this lawsuit.

13. If I don’t exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Settlement Classes to continue your own lawsuit. If you properly exclude yourself from the Settlement Classes, you will not be bound by any orders or judgments entered in the action relating to the Settlement Agreement.

14. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the Settlement?

Any member of either of the Settlement Classes who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each member of either of the Settlement Classes who wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Settlement Class Counsel, and counsel for the Defendant.

The written objection must include: (i) the objector's name, address, email address and telephone number; (ii) the name of this action and the case number; (iii) a statement and explanation of each objection; and (iv) a statement of whether the objector intends to appear at the Fairness Hearing, either with or without counsel.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the members of the Settlement Classes represented by objector's counsel; and (2) the number of such represented members of the Settlement Classes who have opted out of the Settlement Classes.

Any member of either of the Settlement Classes who files and serves a written objection satisfying the requirements of this section, may appear at the Fairness Hearing, either in person or through personal counsel hired at the such individual's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Members of either of the Settlement Classes, or their attorneys, intending to make an appearance at the Fairness Hearing must deliver to Class Counsel and Counsel for the Defendant and have file-marked by the Court, no later than **July 28, 2020** or as the Court otherwise may direct, a Notice of Intent to Appear.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Counsel for the Defendant no later than May 27, 2020 at the following addresses:

CLASS COUNSEL	DEFENDANT'S COUNSEL	COURT
Scott Harris, Esq. Patrick Wallace, Esq. Whitfield Bryson & Mason LLP 900 W. Morgan Street Raleigh, North Carolina 27603 Edward H. Maginnis Karl S. Gwaltney Maginnis Law, PLLC 4801 Glenwood Avenue, Suite 310 Raleigh, North Carolina 27612	Mark P. Henriques, Esq. Womble Bond Dickinson (US) LLP One Wells Fargo Center, Suite 3500 301 South College Street Charlotte, NC 28202-6037	United States District Court 324 W. Market Street Greensboro, NC 27401

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed "Class Counsel" as designated in Question 12 of this Notice to represent the Settlement Classes.

You will not be charged for these lawyers but they will be paid out of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel intends to file a motion on or before July 28, 2020 seeking an award up to thirty-three percent (33%) of the Settlement Fund in fees and out of pocket expenses, as well as a service award in the amount of \$3,500 for each of the two Class Representatives for a total of \$7,000, to be drawn from the Settlement Fund. The Court will determine the amount of fees and expenses, and service awards.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on August 11, 2020 at **10:00 a.m.** at the U.S. District Court for the Middle

District of North Carolina before the Honorable N. Carlton Tilley, United States District Court Judge, in Courtroom No. 2, located at 324 W. Market Street, Greensboro, North Carolina.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and served on Class Counsel and Counsel for the Defendant no later than July 28, 2020.

Any such request must state the name, address, and telephone number of the Settlement Classes' member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, may be deemed ineffective and a waiver of such Settlement Classes' member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Settlement Classes' members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a *Collection Letter Class Member* or an *Eviction Fee Class Member* and do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website www.NCEvictionFeeMAALP.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website or contact the Settlement Administrator:

MAIL: *Rowland v. MAALP*
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL: Info@NCEvictionFeeMAALP.com

TOLL-FREE: 1 (XXX) XXX-XXXX

Updates will be posted at the Settlement Website www.NCEvictionFeeMAALP.com as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

Who's included? You received this Notice because Mid-America Apartments, LP ("MAALP" or the "Defendant") records indicate that you MAY be a member of the **Collection Letter Class** **Eviction Fee Class**. There are two types of Class Members in this Action: Collection Letter Class Members and Eviction Fee Class Members.

You are a **Collection Letter Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, resided in any of the Defendant's properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.NCEvictionFeeMAALP.com. You are an **Eviction Fee Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, (a) resided in any of the Defendant's properties in North Carolina; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they can meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain monetary benefits. The Defendant will pay \$1,100,000 ("the Settlement Amount"), which will be allotted between the Collection Letter Class and Eviction Fee Class. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability.

How do I get a payment? You must submit a valid and timely Claim Form online at www.NCEvictionFeeMAALP.com by **July 28, 2020**. You may also download a Claim Form at www.NCEvictionFeeMAALP.com and mail it to the Settlement Administrator as long as it is postmarked by **July 28, 2020**.

Collection Letter Class Members who submit valid and timely Claim Forms will be eligible to receive up to \$25.00 for each Collection Letter that they received, with a maximum of \$75.00. If you make a claim for Collection Letter benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received.

Eviction Fee Class Members who submit valid and timely Claim Forms will be eligible to receive up to \$800, subject to pro rata reduction as explained below. The \$800 benefit is available on a per-unit basis. Members of the Eviction Fee Class who shared a single unit and who file claims shall receive a proportional amount of the benefit. For example, if two members of the Eviction Fee Class shared a unit, they would each receive up to \$400. If you are a member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you can meet the requirements of both Classes and may claim Collection Letter benefits, as explained above.

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than **May 27, 2020**. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendant about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.NCEvictionFeeMAALP.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on **August 11, 2020 at 10:00 a.m.** The date and time of the Hearing may change, please check the Settlement website www.NCEvictionFeeMAALP.com often for updates.

How can I learn more about this case? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit

www.NCEvictionFeeMAALP.com. You may also contact the Settlement Administrator by email Info@NCEvictionFeeMAALP.com, or by phone 1 (XXX) XXX-XXXX.

Rowland v. MAALP
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

US Postage
Paid
Permit #__

LEGAL NOTICE

If, between December 18, 2013 and June 25, 2018, you resided in any of the properties owned and/or managed by MID-AMERICA APARTMENTS, LP, and received a Collection Letter or were charged Eviction Fees, a class action Settlement affects your rights.

This is a court-approved legal Notice. This is not a solicitation from a lawyer.

www.NCEvictionFeeMAALP.com

«Barcode»

Postal Service: Please do not mark barcode

Notice ID: XXX- «Notice ID» - «MailRec»

Confirmation Code: «Confirmation Code»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

To: [Name]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

Legal Notice

If, between December 18, 2013 and June 25, 2018, you resided in any of the properties owned and/or managed by MID-AMERICA APARTMENTS, LP, and received a Collection Letter or were charged Eviction Fees, a class action Settlement affects your rights.

You received this Notice because Mid-America Apartments, LP records indicate that you may be a member of the [Collection Letter Class][Eviction Fee Class].

You must file a Claim Form online at www.NCEvictionFeeMAALP.com by July 28, 2020 to receive a Settlement Benefit.

For more information, visit www.NCEvictionFeeMAALP.com, email Info@NCEvictionFeeMAALP, or call 1 (XXX) XXX-XXXX.

This Notice informs you of a proposed Settlement in a class action lawsuit filed by Ricardo Rowland and Kenneth Spurlock (the "Plaintiffs") against Mid-America Apartments, LP (the "Defendant"). Plaintiffs alleged that the Defendant unlawfully charged Eviction Fees when filing summary ejectment/eviction actions against its tenants. Plaintiffs also alleged that the Defendant unlawfully threatened to charge Eviction Fees by sending the Collection Letters. The Settlement resolves the lawsuit. The Defendant denies that it did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Classes.

If you are included in the Settlement, you may qualify to receive compensation. The amount of compensation is dependent on whether you are a member of the Collection Letter Class or Eviction Fee Class.

Who's included? There are two types of Class Members in this Action: Collection Letter Class Members and Eviction Fee Class Members. You received this Notice because Mid-America Apartments, LP records indicate that you may be a member of the [Collection Letter Class][Eviction Fee Class].

You are a **Collection Letter Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, resided in any of the Defendant's properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.NCEvictionFeeMAALP.com.

You are an **Eviction Fee Class Member** if you are a natural person who, between December 18, 2013 and June 25, 2018, (a) resided in any of the Defendant's properties in North Carolina; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they can meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain monetary benefits. The Defendant will pay \$1,100,000 ("the Settlement Amount"), which will be allotted between the Collection Letter Class and Eviction Fee Class. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability.

How do I get a payment? You must submit a valid and timely Claim Form online at www.NCEvictionFeeMAALP.com by July 28, 2020. You may also click here to download a Claim Form and mail it in as long as it is postmarked by **July 28, 2020**.

Collection Letter Class Members who submit valid and timely Claim Forms will be eligible to receive up to \$25.00 for each Collection Letter that they received, with a maximum of \$75.00. If you make a claim for Collection Letter benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters that you received.

Eviction Fee Class Members who submit valid and timely Claim Forms will be eligible to receive up to \$800, subject to pro rata reduction as explained below. The \$800 benefit is available on a per-unit basis. Members of the Eviction Fee Class who shared a single unit and who file claims shall receive a proportional amount of the benefit. For example, if two members of the Eviction Fee Class shared a unit, they would each receive \$400. If you are a member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you can meet the requirements of both Classes and may claim Collection Letter benefits, as explained above.

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than **May 27, 2020**. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendant about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.NCEvictionFeeMAALP.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on **August 11, 2020 at 10:00 a.m.** The date and time of the Hearing may change, please check the Settlement website www.NCEvictionFeeMAALP.com often for updates.

How can I learn more about this case? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit www.NCEvictionFeeMAALP.com. You may also contact the Settlement Administrator as indicated below.

Toll-Free: 1 (XXX) XXX-XXXX
Email: Info@NCEvictionFeeMAALP.com
www.NCEvictionFeeMAALP.com

EXHIBIT C

Notice Plan Declaration

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION
CIVIL ACTION NO. 1:18-cv-00043-NCT-LPA**

RICARDO ROWLAND and KENNETH
SPURLOCK,

Plaintiffs,

v.

MID-AMERICA APARTMENTS, LP
d/b/a Colonial Grand at Research Park, and The
Preserve at Brier Creek,

Defendant.

**DECLARATION OF AGNIESZKA JETER
REGARDING SETTLEMENT NOTICE PLAN**

I, Agnieszka Jeter, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct:

1. I am a Project Manager with Angeion Group (“Angeion”), the Settlement Administrator retained in this matter. Angeion’s office is located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. I respectfully submit this declaration in order to provide the Court and the parties to the above-captioned litigation (the “Action”) with information regarding the plan for notification to Class Members (“Notice Plan”).

SETTLEMENT CLASS DEFINITION

3. The Settlement Class, for purposes of the Settlement and the Settlement Agreement

only, includes Collection Letter Subclass and Eviction Fee Subclass. Collection Letter Subclass means all natural persons who, between December 18, 2013 and June 25, 2018, resided in any of Mid-America Apartments, LP (“Defendant”)’s properties and received a Collection Letter. Eviction Fee Subclass means all natural persons who, between December 18, 2013 and June 25, 2018, resided in any of Defendant’s properties, were charged Eviction Fees by Defendant or its affiliates and actually paid such Eviction Fees.

SUMMARY OF NOTICE PROGRAM

4. The purpose of the notice program is to notify Settlement Class Members of the Settlement and their legal rights.

Individual Notice

5. In accordance with the Settlement Agreement and Release, Angeion will cause notice to be sent within 15 days from the entry of the preliminary approval order.

6. A Summary Notice will be sent to a comprehensive list of those Settlement Class Members whose information is provided by Mid-America Apartments, LP.

7. The Summary Notice will include the name of the lawsuit, the nature the allegations, information on the Settlement benefits and how to claim such benefits, notice of the option to opt out or object to the Settlement, and contact information for the Settlement Administrator. The Summary Notice will also inform Settlement Class Members of important dates and deadlines and that relevant court documents and additional information about the Settlement may be found at the Settlement Website, which is described in greater detail below.

8. The Summary Notice will be provided to Settlement Class Members directly *via* email. If an email is returned undeliverable, then the Settlement Class Members will receive a Postcard Notice *via* First Class U.S. Mail.

9. Below is an outline of some of Angeion's practices to increase deliverability and readability of email notice. Specifically, Angeion will employ the following best practices regarding the email notice.

10. As an initial matter, Angeion designs the email notice to avoid common "red flags" that might otherwise cause the recipient's spam filter to block the email notice or identify it as spam. For example, Angeion will not include the long form notice as an attachment to the email notice because attachments are often interpreted by various Internet Service Providers ("ISP") as spam. Rather, in accordance with industry best practices, Angeion will include electronic links to all operative documents so that recipients can easily access this information.

11. The Notice Plan also accounts for the reality that some emails will inevitably be blocked during the initial delivery attempt. As explained in greater detail below, for those Class Members for whom their email addresses that were identified as undeliverable, direct notice will be mailed to them if a mailing address is also provided.

12. Prior to the mailing, the addresses will be checked against the National Change of Address (NCOA)¹ database maintained by the United States Postal Service (USPS) and certified via the Coding Accuracy Support System (CASS)².

13. Postcard Notices returned by USPS as undeliverable will be re-mailed to any address available through postal service information. For example, such notices would be mailed to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired but is still within the period that the USPS returns the piece with a new address

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and last known address.

² Coding Accurate Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

provided on the forwarding order expiration sticker. Any returned mailing that does not contain an expired forwarding order with a new address indicated will be researched through standard skip tracing and re-mailed if a new address is obtained.

Settlement Website

14. Angeion will create and maintain a dedicated Settlement Website. The Settlement Website will provide Settlement Class Members with additional information about the Settlement, including Settlement Class Members' rights, relevant court documents, important dates and deadlines, and related information. The Settlement Website will also include, inter alia, the Long-Form Notice, Preliminary Approval Order, Settlement Agreement, Class Action Complaint, and the Claim Form which may be printed or submitted online.

Toll-Free Number and Settlement E-mail

15. A toll-free number will be established that will allow Settlement Class Members to call to learn more about the Settlement through an automated interactive voice response system. It will also allow Class Members to request to have a Long Form Notice or a Claim Form mailed directly to them.

16. A Settlement e-mail address to which Settlement Class Members may submit requests for information will also be established.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed this 26th day of November 2019 in Philadelphia, PA.



AGNIESZKA JETER

EXHIBIT D

Final Order

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION
CIVIL ACTION NO. 1:18-cv-00043-NCT-LPA**

**RICARDO ROWLAND and KENNETH
SPURLOCK,**

Plaintiffs,

v.

**MID-AMERICA APARTMENTS, LP
d/b/a Colonial Grand at Research Park, and
The Preserve at Brier Creek,**

Defendant.

**[PROPOSED]
ORDER OF FINAL APPROVAL**

This Court having considered: (a) the Settlement Agreement and Release, dated _____, including all Exhibits thereto (the “Agreement”), between Plaintiffs, Ricardo Rowland and Kenneth Spurlock (the “Class Representative”), on behalf of themselves and the Settlement Classes (as defined in the Agreement) and Mid-America Apartments, L.P. (the “Defendant”) (b) the proposed allocation and distribution of funds among the Settlement Classes; and (c) Class Counsels’ application for attorneys’ fees, expenses, and service award for the Class Representatives; and having held a hearing on _____, 2020, and having considered all of the submissions and arguments with respect thereto, and otherwise being fully informed in the premises, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. This Order of Final Approval incorporates herein and makes a part hereof, the Agreement, including all Exhibits thereto. Unless otherwise provided herein, the terms as defined in the Agreement shall have the same meanings for purposes of this Final Order and Judgment.

2. The Court has personal jurisdiction over the Class Representatives, members of the Settlement Classes, and the Defendant for purposes of this settlement only, and has subject matter jurisdiction to approve the Agreement.

3. The Settlement Classes previously certified by the Court include:

Collection Letter Class Members. Natural persons who, at any point between December 18, 2013 and June 25, 2018 (the “Class Period”), resided in any of the Defendant’s properties in North Carolina (the “Defendant’s Properties”) and were sent a written communication from the Defendant or its affiliates threatening to charge Eviction Fees or claiming that such Eviction Fees were then owed (a “Collection Letter”).

Eviction Fee Class Members. Natural persons who, during the Class Period: (a) resided in any of the Defendant’s Properties; (b) were charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees.

The Settlement Classes do not include (a) the MAA Releasees and any of their respective officers, directors, and employees; (b) any person who filed, before Final Approval, any bankruptcy proceeding; (c) any individuals who properly opt-out of the Settlement Classes pursuant to the procedures described herein; (d) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit; (e) the spouses of those in category (d); (f) any person within the third degree of relationship of those individuals in categories (d) or (e); and (f) the spouses of those individuals within category (e).

Excluded from the Settlement Class is any individual who properly opted out of the Settlement Class pursuant to the procedure described in the Agreement and this Court’s Order conditionally certifying the settlement class and granting preliminary approval of the settlement (ECF. ___, “Preliminary Approval Order”).

4. The record shows that Class Notice has been given to the Settlement Classes in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Notice:

(i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise the members of the Settlement Classes of the terms of the Agreement, and Settlement Classes members' right to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on _____; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and FED. R. CIV. P. 23.

5. This Order shall have no force or effect on those persons who properly and timely excluded themselves from the Settlement Classes.

6. The Court finds that extensive arm's-length negotiations with a well-respected mediator have taken place in good faith between Class Counsel and Counsel for the Defendant resulting in the Agreement.

7. The Court finds that the designated Class Representatives are appropriate representatives.

8. The Court has considered all of the factors enumerated in FED. R. CIV. P. 23(g) and finds that Class Counsel have fairly and adequately represented the interests of the Settlement Classes.

9. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the settlement on the terms and conditions set forth in the Agreement (the "Class Settlement") and finds that the Class Settlement, the Agreement, and the plan of distribution as set forth in the Agreement, are, in all respects, fair, reasonable and adequate, and in the best interest of the Settlement Classes.

10. The Parties are hereby directed to implement and consummate the Class Settlement according to the terms and provisions of the Agreement. The claims against Defendant on behalf

of the Settlement Class in this case are hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein.

11. Upon the Effective Date of the Agreement, the Settlement Classes, and each member of the Settlement Classes, shall release and forever discharge the MAA Releasees from their respective Class Released Claims.

12. Nothing in this Order, the Agreement, or any documents or statements related thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Defendant or any MAA Releasee.

13. Class Counsel have moved pursuant to FED. R. CIV. P. 23(h) and 52(d)(2) for an award of attorneys' fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 52(a) this Court makes the following findings of fact and conclusions of law:

(a) this Class Settlement confers substantial benefits on the members of the Settlement Classes;

(b) the value conferred on the Settlement Classes is immediate and readily quantifiable upon this judgment becoming Final, and members of the Settlement Classes who did not submit valid requests for exclusion will receive cash payments that represent a significant portion of the damages that would be available to them were they to prevail in an individual action;

(c) Class Counsel vigorously and effectively pursued the Settlement Classes' claims before this Court in this complex case;

(d) this Class Settlement was obtained as a direct result of Class Counsel's advocacy;

(e) this Class Settlement was reached following extensive arms'-length negotiations between Class Counsel and Counsel for the Defendant and was negotiated in good-faith and in the absence of collusion;

(f) during the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$_____, which included mediation and other expenses, which the Court finds to be reasonable and necessary to the representation of the Settlement Classes;

(g) The members of the Settlement Classes were advised in the Class Notice approved by the Court that Class Counsel intended to apply for an award of attorneys' fees in an amount up to thirty-three percent (33%) of the Settlement Fund (\$___), plus reimbursement of reasonable expenses incurred in the prosecution of the Litigation, to be paid from the Settlement Fund;

(h) _____ member(s) of the Settlement Classes have submitted written objection(s) to the award of attorneys' fees and expenses;

(i) attorneys who recover a common benefit for persons other than themselves or their clients are entitled to a reasonable attorneys' fee from the Settlement Fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984); and

(j) the requested fee award is consistent with other fee awards in this Circuit. "In considering awards in similar cases, courts look to cases of similar size, rather than similar subject matter." *Boyd v. Coventry Health Care Inc.*, 299 F.R.D. 451, 464 (D. Md. 2014). The requested 33 percent award is within the range of percentages that have

been approved in other cases in this circuit. *See id.* (“Attorneys’ fees awarded under the ‘percentage of recovery’ method are generally between twenty-five (25) and thirty (30) percent of the fund.”); *Phillips*, 2016 WL 2636289, at *9 (awarding attorneys’ fees of 30 percent of the settlement amount in a percentage of the fund case); *cf. Kruger v. Novant Health, Inc.*, No. 1:14cv208, 2016 WL 6769066 (M.D.N.C. Sept. 29, 2016) (noting that “courts have found that a one-third fee is consistent with the market rate in a complex ERISA 401(k) fee case” (quotation marks omitted)).

14. Accordingly, Class Counsel are hereby awarded \$_____ from the balance of the Settlement Fund as their fee award, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Further, Class Counsel are awarded \$_____, for their reasonable expenses, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys’ fees, costs, and expenses that are awarded among Class Counsel.

15. The Class Representatives, as identified in the Preliminary Approval Order, are hereby compensated in the amount of \$3,500.00 each, for their efforts in this case.

16. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and of this Order, to protect and effectuate this Order, and for any other necessary purpose. The Class Representatives, members of the Settlement Classes, and the Defendant are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the

Agreement or the applicability of the Agreement, including the Exhibits thereto, and only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Order, the Court retains exclusive jurisdiction over any such suit, action, or proceeding. Solely for purposes of such suit, action, or proceeding, to the fullest extent they may effectively do so under applicable law, the parties hereto are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. No member of the Settlement Classes, either directly, representatively, or in any other capacity (other than a member of the Settlement Classes who validly and timely elected to be excluded from the Settlement Classes), shall commence, continue, or prosecute any action or proceeding against any or all of the MAA Releasees in any court or tribunal asserting any of the Class Released Claims defined in the Agreement, and are hereby permanently enjoined from so proceeding.

18. Based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Order and Final Judgment the Court directs the Clerk to enter final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

Date: _____

Honorable N. Carlton Tilley
United States District Judge

EXHIBIT E

Proposed Order on Preliminary Approval

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Case No.: 1:18-cv-00043

RICARDO ROWLAND and)
KENNETH SPURLOCK,)
)
Plaintiffs,)
)
v.)
)
MID-AMERICA APARTMENTS,)
LP d/b/a COLONIAL GRAND AT)
RESEARCH PARK and THE)
PRESERVE AT BRIER CREEK,)
)
Defendants.)

**PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFYING CLASSES FOR PURPOSE OF
SETTLEMENT, DIRECTING NOTICE TO THE CLASSES, AND
SCHEDULING FAIRNESS HEARING**

WHEREAS Plaintiffs Ricardo Rowland and Kenneth Spurlock (“Plaintiffs”) and Mid-America Apartments, L.P. d/b/a Colonial Grand at Research Park and The Preserve at Brier Creek (“Defendant”) (collectively referred to as “the Parties”), have entered into a Settlement Agreement and Release (“the Settlement” or “Settlement Agreement”) resolving this action;

WHEREAS, the Settlement Agreement sets forth the terms and

conditions of a proposed class action settlement and Plaintiffs have moved, pursuant to Fed. R. Civ. P. 23(e) and 23(g), for an Order seeking preliminary approval of a class action settlement, certifying the settlement classes, appointing settlement classes counsel and settlement classes representative, approving classes notice, and scheduling a fairness hearing ("Motion");

IT IS ORDERED that the Motion is GRANTED, subject to the following terms and conditions:

Class Certification for Settlement Purposes Only

1. The proposed Settlement Agreement submitted with the Motion is preliminarily approved as being within the range of possible final approval;
2. Based upon the submissions of the parties, and for purposes of this settlement only, the Court conditionally makes the following findings:
 - a. The members of the Classes defined in the Settlement Agreement are so numerous as to make joinder impracticable;
 - b. There are questions of law and fact common to the Classes, and such questions predominate over any questions affecting only individual Class Members;

- c. Plaintiffs' claims are typical of the claims of the Class Members;
 - d. Plaintiffs and their counsel can fairly and adequately protect, and have to date fairly and adequately protected, the interests of the Class Members in this action; and
 - e. A class action is superior to other available methods for fairly and efficiently resolving the controversy placed at issue in this Action.
3. Accordingly, for settlement purposes only, pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the Court provisionally certifies the Classes defined as:

Collection Letter Class: All natural persons who, at any point between December 18, 2013 and June 25, 2018 (the "Class Period"), resided in any of the Defendant's properties in North Carolina (the "Defendant's Properties") and received a written communication from the Defendant or its affiliates threatening to charge Eviction Fees or claiming that such Eviction Fees were then owed (a "Collection Letter").

Eviction Fee Class: All natural persons who, during the Class Period: (a) resided in any of the Defendant's Properties; (b) was charged Eviction Fees by the Defendant or its affiliates; and (c) actually paid such Eviction Fees.

Excluded from the Settlement Classes are a) the MAA Releasees (as defined in the Settlement Agreement) and any of their respective officers, directors, and employees; (b) any person who filed, before Final Approval, any bankruptcy

proceeding; (c) any individuals who properly opt-out of the Settlement Classes pursuant to the procedures described herein; (d) the district judge presiding over this case and the judges of the United States Court of Appeals for the Fourth Circuit; (e) the spouses of those in category (d); (f) any person within the third degree of relationship of those individuals in categories (d) or (e); and (g) the spouses of those individuals within category (f).

Class Counsel and Class Representative

4. Edward H. Maginnis and Karl S. Gwaltney of Maginnis Law, PLLC, and Scott C. Harris and Patrick M. Wallace of Whitfield Bryson & Mason LLP are appointed as Class Counsel.
5. Plaintiffs Ricardo Rowland and Kenneth Spurlock are appointed as representative of the Classes.

Preliminary Approval

6. The Settlement Agreement is preliminarily approved as describing a settlement that is within the range of settlements that the Court would find to be fair, reasonable and adequate.
7. The Court's preliminary approval is subject to the right of any Class Member to challenge the Settlement and to show

cause, if any exists, why a Final Order and Judgment dismissing this Action based on the Settlement should not be entered, after due and adequate notice has been provided to the Classes and a fairness hearing has been held as otherwise ordered herein.

8. The Court finds that the Settlement Agreement resulted from arm's-length negotiations, extensive investigation, and motions practice, and that the proposed settlement is sufficiently fair and reasonable so as to warrant notice thereof to the Classes, and to warrant a hearing concerning the settlement and the terms set forth in the Settlement Agreement.

Fairness Hearing

9. A hearing (the "Fairness Hearing") shall be held before this Court on August 11, 2020 at 10:00 a.m. to determine whether (a) the Classes provisionally certified herein in fact satisfies each of the prerequisites for class certification set forth in Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3); (b) the settlement proposal described in the Settlement

Agreement is fair, reasonable, and adequate; (c) orders granting final approval of the Settlement, entering final judgment and dismissing Plaintiffs' Amended Complaint, as provided in the Settlement, should be entered; and (d) the applications of Class Counsel for the payment of attorneys' fees and expense and Plaintiffs' service award should be approved.

10. At the Fairness Hearing, the Court will consider any objections presented by members of the Settlement Classes and the parties' responses to any such objections.

Pre-Hearing Notice

11. The Court finds that the manner and content of the Settlement Notice as set forth in the Settlement Agreement and in the Exhibits to the Settlement Agreement will provide the best notice practicable to the Classes under the circumstances.
12. The Notice Period must commence within fifteen (15) calendar days after the entry of this Preliminary Approval Order and should be substantially complete no later than

sixty (60) days after the entry of the Preliminary Approval Order via electronic mail, first-class mail, an Internet website, and a toll-free number as set forth in the Settlement Agreement.

13. The Defendant shall provide the notification required under 28 U.S.C. § 1715 to each Appropriate Federal Official and to each Appropriate State Official.

Requests for Exclusion from Class

14. Any Class Member who wishes to be excluded from the proposed settlement must send a written request for exclusion to the Claims Administrator, in care of the post office box rented for that purpose, no later than thirty (30) days following the last day of the Notice Period.
15. Requests for exclusion must contain the following:
 - a. the Class Member's name, address and telephone number;
 - b. a statement by the Class Member that he/she wants to be excluded from the Classes;
 - c. the name and docket number of

this Action; and

d. the Class Member's original signature.

16. Any Class Member who does not send a timely written request for exclusion meeting the conditions described in the foregoing paragraph shall be bound by the final settlement and by all subsequent proceedings, orders and judgments in this Action, even if such person has pending or subsequently initiates litigation or other proceedings against any MAA Releasee (as defined in the Settlement Agreement) relating to matters or the claims released in this Action.

Objections to Settlement

17. Any Class Member who does not file a timely written request for exclusion may object to the fairness, reasonableness, or adequacy of the settlement.
18. Class Members may not seek to exclude themselves from the Classes and file an objection to the proposed settlement, however.
19. Any member of the Classes who wishes to object to any aspect of the settlement must deliver to Class Counsel and

Defendant's Counsel, and file with the Court, no later than thirty (30) days after the last day of the Notice Period or as the Court may otherwise direct, a written statement of his/her objection(s).

20. Written objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) proof of class membership, and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.
21. Class Members may raise an objection either on their own or through an attorney hired at their own expense.
22. If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Classes members represented by objector's counsel; (2) the number of such represented Settlement Classes members who have opted out of the Settlement

Classes; and (3) the number of such represented Settlement Classes members who have remained in the Settlement Classes and have not objected.

23. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendant's Counsel not later than fourteen days before the Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (2) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (3) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (4) the attorney's hourly rate.
24. Any Class Member who fails to comply with the provisions of the subsections concerning objections shall waive and forfeit any and all rights he or she may have to appear

separately and/or object, and shall be bound by all the terms of the settlement and by all proceedings, orders and judgments in this Action.

Retention of Administrator

25. The Court authorizes Angeion Group to administer certain aspects of the settlement, including providing notice to the Class; establishing and maintaining the Settlement Website; receiving and maintaining correspondence regarding requests for exclusion, intervention and objections to the settlement; responding to inquiries from Class Members received through the Settlement Website, or by first-class mail or by telephone; and assisting Defendant's Counsel and Class Counsel with other aspects of the settlement as necessary and directed by Class Counsel.
26. Angeion Group will also serve as the Claims Administrator.
27. The Claims Administrator shall perform the following duties: (a) prepare the Notice Plan; (b) disseminate the

Notice of Class Settlement; (c) process claim forms and opt-out forms; (d) receive and serve on Class Counsel, Defendant's Counsel, and the Court any written objections and opt-out requests; determine the amounts of the awards due to eligible members of the Settlement Classes in accord with the terms and procedures set forth herein; (e) report, in summary or narrative form, to Class Counsel and Defendant's Counsel regarding the completion of the tasks identified in this paragraph; (f) issue other reports and provide any and all files, documents, and data related to the Settlement Agreement, upon request, to Defendant's Counsel, or Class Counsel; (g) carry out other related tasks in accordance with the terms of the Settlement Agreement; and (h) agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Claims Administrator pursuant to the Settlement Agreement and its exhibits and amendments (if any).

Effect of Final Approval

28. If the settlement proposed by the Parties is finally approved, the Court shall enter a separate order approving the settlement, entering judgment and dismissing, with prejudice, the Plaintiffs' Amended Complaint.
29. Such order and judgment shall be fully binding with respect to all Class Members and shall release the MAA Releasees from any and all claims or causes of action that are based upon, arise from or are related to, directly or indirectly, the Class Released Claims (as defined in the Settlement Agreement).

Schedule

30. The following deadlines shall apply unless modified by further order of the Court:
- a. Notices in the form of the Exhibits to the Settlement Agreement shall be sent to Class Members as provided in the Settlement, within 15 days after entry of this Order, on or before March 28, 2020.
 - b. The Notices shall be made available through the Settlement Website no later than the date the first Class

Notice is sent by e-mail.

- c. The notice period shall run until April 27, 2020.
- d. Any Claim Forms shall be filled out and submitted on or before July 28, 2020.
- e. Any notices to appear at the Fairness Hearing shall be filed on or before July 28, 2020.
- f. Any exclusions and objections to the Settlement shall be submitted on or before May 27, 2020.
- g. The Fairness Hearing shall be held at 10:00 a.m. on August 11, 2020 in Courtroom No. 2 of the United States District Court for the Middle District of North Carolina.
- h. The parties shall file and serve papers in support of final approval of the settlement, including any responses to proper and timely objections filed thereto, by July 28, 2020.
- i. Class Counsel shall file with this Court their petition for an award of attorneys' fees and reimbursement of expenses and request for incentive awards to the Plaintiff no later than on July 28, 2020.

DATED: _____

SO ORDERED:

United States District Court Judge

EXHIBIT F
Consent Motion to Set Aside

STATE OF NORTH CAROLINA
COUNTY OF _____

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
CASE NO. _____

MID-AMERICA APARTMENTS, LP,)

Plaintiff,)

v.)

_____,)

Defendant.)

**CONSENT MOTION TO SET ASIDE
JUDGMENT FOR POSSESSION
PURSUANT TO RULE 60(b)(5)**

NOW COMES Defendant _____ (“Defendant”) with the express consent and permission of Plaintiff Mid-America Apartments, LP, pursuant to a Settlement Agreement entered in the matter of *Ricardo Rowland and Kenneth Spurlock v. Mid-America Apartments, LP*, Case No. 1:18-cv-43-NCT-LPA (M.D.N.C.), hereby moving the Court pursuant to Rule 60(b)(5) of the Rules of Civil Procedure for relief from a Judgment for Possession entered against Defendant, dated _____, on the grounds that the Judgment has been satisfied, released or discharged, in that Defendant has surrendered possession of the Unit, and the Plaintiff therefore has no remaining claim for possession of same; as such, it would therefore be inequitable that the Judgment should have prospective application.

Respectfully submitted this the ____ (day) of _____ (month), ____ (year).

With Express Consent

By: _____
Defendant

By: Mark P. Henriques
Counsel for Plaintiff Mid-America
Apartments, LP.

Certificate of Service:

The undersigned Defendant certifies that on _____ [date] a copy of this Motion was served by U.S. mail, postage pre-paid, to the following parties.

Mark P. Henriques
Womble Bond Dickinson
One Wells Fargo Center, Suite 3500
301 South College Street
Charlotte, NC 28202-6037

By: _____
Defendant

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
CASE NO. _____

**ORDER GRANTING CONSENT
MOTION TO SET ASIDE JUDGMENT
PURSUANT TO RULE 60(b)(5)**

Case 1:18-cv-00043-NCT-LPA Document 82-1 Filed 03/13/20 Page 91 of 92

STATE OF NORTH CAROLINA
COUNTY OF _____

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
CASE NO. _____

MID-AMERICA APARTMENTS, LP,)

Plaintiff,)

v.)

_____,)

Defendant.)

STIPULATION OF DISMISSAL

NOW COME Mid-America Apartments, LP and _____
("Defendant"), hereby stipulating to a dismissal with prejudice of the above eviction action.

Respectfully submitted this the ____ (day) of _____ (month), ____ (year).

With Express Consent

By: _____
Defendant

By: Mark P. Henriques
Counsel for Plaintiff Mid-America
Apartments, LP.

Certificate of Service:

The undersigned Defendant certifies that on _____ [date] a copy of this
Stipulation of Dismissal was served by U.S. mail, postage pre-paid, to the following parties.

Mark P. Henriques
Womble Bond Dickinson
One Wells Fargo Center, Suite 3500
301 South College Street
Charlotte, NC 28202-6037

By: _____
Defendant