

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CASE NO. 17-CVS-7995

JORDON HARGROVE,)
)
Plaintiff,)
)
v.)
)
GRUBB MANAGEMENT, INC.;)
GRUBB FUND MANAGEMENT, LLC;)
GRUBB RESIDENTIAL)
DEVELOPMENT FUND III, LLC; and)
GLENWOOD RALEIGH)
APARTMENTS, LLC d/b/a STERLING)
GLENWOOD APARTMENTS,)
)
Defendants.)

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement" or "Settlement Agreement") is entered into by Plaintiff Jordon Hargrove ("Plaintiff"), on behalf of himself individually and as putative class representative; and Grubb Management, Inc., Grubb Fund Management, LLC, Grubb Residential Development Fund III, LLC, and Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments ("Defendants") (collectively referred to as "the Parties").

I. Recitals

A. Plaintiff filed a putative class action complaint against Defendants in the General Court of Justice, Superior Court Division, in Wake County on June 30, 2017 ("the Action").

B. Plaintiff alleged that Defendants unlawfully charged complaint filing

fees, sheriff service fees, and attorneys' fees ("Eviction Fees") when filing a summary ejectment action against their tenants.

C. Plaintiff brought his Action on behalf of himself and a class of tenants who were charged with or paid eviction fees ("Settlement Class" or "Settlement Classes").

D. The Action 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.*), Petition for Injunction (N.C.G.S. § 1-485, *et seq.*), and Declaratory Judgment (N.C.G.S. § 1-253, *et seq.*).

E. On October 24, 2017, Defendants moved for a Judgment on the Pleadings as to Plaintiff's Complaint, arguing, *inter alia*, that charging and collecting Eviction Fees was lawful.

F. On October 25, 2017, Plaintiff moved for a Partial Judgment on the Pleadings against Defendant Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments ("Sterling"), arguing that it had violated N.C.G.S. § 42-46 by charging, demanding, and collecting Eviction Fees from Plaintiff.

G. On February 19, 2018, the case was designated exceptional, pursuant to North Carolina General Rule of Practice, Rule 2.1 and assigned to the Honorable

A. Graham Shirley, II.

H. On March 23, 2018, the Court granted Plaintiff's Motion for Partial Judgment on the Pleadings, holding that N.C.G.S. § 42-46 was unambiguous and that Defendant Sterling had violated the statute by imposing and collecting Eviction Fees from Plaintiff.

I. On June 25, 2018, an amendment to N.C.G.S § 42-46 was ratified and made into law (the "Amendment"). The Amendment added two subsections to § 42-46 – (i) and (j) – which authorized landlords to charge and recover out-of-pocket expenses including Eviction Fees and to include these amounts in the amount required to cure a default.

J. The Parties have conducted a thorough examination of the facts and law relating to the asserted and potential claims and defenses in the Action.

K. The Parties have engaged in extensive, arm's length negotiations regarding the settlement of this Action, assisted by a respected mediator, Robert A. Beason.

L. The Parties have conducted an investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted and the legal and factual defenses thereto, have concluded that it would be in the Parties' best interests to enter into this Agreement to avoid the uncertainties, burden, and risks of litigation, and that this Agreement is fair, reasonable,

adequate, and in the best interests of all putative class members.

M. Defendants, despite their belief that they have strong defenses to the claims described herein, have agreed to enter this Agreement to reduce and avoid the further expense, burden, and inconvenience of protracted and uncertain litigation, and to resolve finally and completely the claims of Plaintiff and the putative class.

N. Defendants have agreed to fund a \$475,000.00 settlement fund in full and final settlement of the Action as set forth herein.

O. The funding of the settlement fund is not to be construed as an admission of liability on the part of the Released Persons. The Released Persons contend that the funding of the settlement fund is made only in settlement of doubtful claims and to otherwise buy their peace—liability or improper conduct of any kind on the part of the Released Persons being expressly denied.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff and Defendants, acting in good faith and subject to the approval of the Court, that all class and individual claims alleged against Defendants in the Action and those claims that could have been alleged are hereby compromised, settled, fully released, wholly discharged and dismissed with prejudice in accordance with the terms and conditions set forth below.

II. Definitions

A. “Collection Letter” means a letter sent by Defendants to Settlement Class members that asserts Settlement Class members will be charged with Eviction Fees upon filing of a summary ejectment or eviction action. An exemplar of the Collection Letter is attached hereto as **Exhibit A**.

B. “Claim Form” means the claim form substantially in the form attached hereto as **Exhibit B**.

C. “Claims Period” means the time period starting on the date of the first day of the Notice Period and continuing until a date set by the Court for the filing of all claim forms.

D. “Claims Administrator” means the qualified third party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice of Class Settlement. The Parties agree to recommend that the Court appoint Angeion Group as Settlement Administrator to: (a) design, consult on, and implement the Notice Plan and related requirements of this Agreement; and (b) implement the Notice Plan, the Settlement website (www.NCHargroveEvictionFeeSettlement.com), the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court’s approval.

E. “Class Counsel” means the following attorneys: Edward H. Maginnis and Karl S. Gwaltney of Maginnis Law, PLLC, and Scott C. Harris and Patrick M. Wallace of Whitfield Bryson & Mason LLP.

F. “Class Releasers” means each Settlement Class member, as well as each Settlement Class member’s predecessors, successors, heirs, executors, trustees, legal representatives, administrators, agents and assigns.

G. “Class Representative” means Jordon Hargrove.

H. “Court” means the General Court of Justice, Superior Court Division, Wake County, North Carolina, where the action is pending.

I. “Effective Date” is the date defined in Section IV.G. of this Agreement.

J. “Eviction Fees” means those out-of-pocket expenses associated with filing a complaint in summary ejection; consisting of court filing fees, sheriff service fees, and/or attorneys’ fees.

K. “Long Form Notice” means the long form notice of settlement, substantially in the form attached hereto as **Exhibit C**.

L. “Notice Period” means the period of time running from the date the Claims Administrator commences the Notice Plan until such Notice Plan is complete. The Notice Period must commence within fourteen (14) calendar days after the entry of the Preliminary Approval Order and should be substantially

complete no later than forty-five (45) days after the entry of the Preliminary Approval Order.

M. “Notice Plan” means the plan for dissemination of the notice of this Agreement as set forth in Section IV.C of this Agreement. The Notice Plan shall commence no later than fourteen (14) calendar days after the date of the entry of the Preliminary Approval Order.

N. “Notice of Class Settlement” means notices, including the Long Form Notice, the Postcard Notice, the Summary Email Notice, the settlement website, and toll-free telephone number, provided to the Settlement Class pursuant to the Notice Plan.

O. “Postcard Notice” means the postcard notice, to be sent to Settlement Class members who do not have a facially valid email address or for whom the Claims Administrator has received two undeliverable return messages, substantially in the form of the notice attached hereto as **Exhibit D**.

P. “Released Claims” means any and all claims, demands, actions, allegations, suits, causes of action, theories of liability, damages whenever incurred, and the liabilities of any nature whatsoever, including costs, expenses, restitution, punitive damages, exemplary damages, compensatory damages, incidental damages, pecuniary damages, fines, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, whether past, present or future, in

law or in equity, in tort or in contract, that Class Releasors, whether or not they object to this Settlement or make a claim upon or participate in the Settlement, ever had, now has, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, arising out of or relating in any way to the charging, threatening to charge, collecting, or attempting to collect Eviction Fees.

Q. “Released Persons” means Defendants, along with their parent companies, lenders, insurers, investors, affiliates, suppliers, successors, assigns, subsidiaries, related entities and trustees and/or beneficiaries of trusts which have an interest in the above referenced companies; and/or any current, past or future owners, members, directors, officers, employees, attorneys, accountants, direct and indirect shareholders, partners, members, or agents of the foregoing, as well as any and all entities with a current interest in any apartment complex in which any Settlement Class member resided to the extent such apartment complex was owned or managed by Defendants during the Relevant Time Period.

R. “Relevant Time Period” means the period of time between June 30, 2013, and June 25, 2018.

S. “Settlement” means the settlement embodied in this Agreement, including all exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference).

T. “Settlement Class” or “Settlement Classes” are defined below in Section III(A).

U. “Settlement Fund” means \$475,000.

V. “Summary Email Notice” means and includes the notice to be sent to Settlement Class members who have a facially valid email address and are substantially similar to **Exhibit E**.

III. Settlement Terms

A. Certification of Settlement Class

The Parties agree and consent, for settlement purposes only, to the certification of the following classes in the Action:

Collection Letter Class: All natural persons who (a) at any point between June 30, 2013 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendants and (c) received a Collection Letter.

Eviction Fee Class: All natural persons who (a) at any point between June 30, 2013 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendants and (c) were charged and (d) actually paid Eviction Fees.

Excluded from the Settlement Classes are (1) persons who are employees, directors, officers, and agents of Defendants; (2) persons who timely and properly exclude themselves from the Settlement Class as provided in this Agreement; (3) anyone who has previously executed a written release of all claims against Defendants related to the collecting of Eviction Fees and would otherwise be a

member of the Settlement Class; and (4) the Court, the Court's immediate family, and Court staff.

Defendants agree and consent to certification of the Settlement Classes for settlement purposes only, and subject to the conditions of this Agreement only. Defendants' agreement is contingent upon execution of this Agreement by the Parties and entry of a Final Order and Judgment. If this Agreement, for any reason, is not finally approved or is otherwise terminated, Defendants reserve the right to reassert all of their objections and defenses to certification of any class. Plaintiff will not offer this Agreement as evidence in support of a motion to certify any class for trial purposes.

B. Settlement Class Relief and Compensation

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the release, and subject to the Court's approval and the terms of this Settlement, the Parties agree to the following compensation and allocations.

Defendants shall pay a sum totaling \$475,000.00 into a Settlement Fund. The Settlement Fund shall comprise the full amount allocated for the Settlement Class' compensation, administrative expenses, attorneys' fees, costs, and service award. The full Settlement Fund, less administrative expenses, attorneys' fees, costs, and service award, shall be payable to members of the Settlement Classes

accordingly:

1. Collection Letter Class

Members of the Collection Letter Class shall receive compensation on a claims-made basis. Each Collection Letter Class member who submits a valid and timely claim form is eligible to receive \$50.00 for each Collection Letter sent by Defendants. Collection Letter Class members shall be eligible to receive a maximum of \$150, less administrative expenses, service award, and attorneys' fees and costs, for all Claims submitted, subject to a pro rata reduction based on availability. The Collection Letter Class shall be allotted \$50,500.00 of the Settlement Fund. Any amounts unclaimed from the \$50,500.00 allotted for the Collection Letter Class shall be allocated to the Eviction Fee Class.

2. Eviction Fee Class

Defendants' records demonstrate those individuals who were charged and actually paid Settlement Class to Defendants during the Relevant Time Period. Accordingly, members of the Settlement Class shall receive compensation directly without the submission of a claim form. Settlement Class members shall receive approximately \$600.00 for each instance in which they were charged and paid the Eviction Fees, subject to pro rata increase or reduction if under or over-subscribed. If any amounts allocated pursuant to this Section cannot be evenly distributed among all Settlement Class members, such amounts shall be allocated to the cy

pres recipient(s) as ordered by the Court. In addition, any amounts unclaimed for the Settlement Class shall be allocated to the *cy pres* recipient(s) as ordered by the Court.

C. Administrative Expenses, Attorneys' Fees, and Costs

Within seven (7) calendar days of the entry of the Preliminary Approval Order, Defendants shall pay \$30,000 to Angeion Group (the "Claims Administrator") in order to implement the court-approved Notice Plan. This amount shall be subtracted from the Settlement Fund.

Within twenty-one (21) days after the Effective Date, Defendants, or its insurers, shall pay to Whitfield Bryson & Mason LLP the amount approved for attorneys' fees and costs. Defendants will not object to a request for attorneys' fees not to exceed one third (33%) of the Settlement Fund, and reimbursement of costs. These amounts shall be subtracted from the Settlement Fund

D. Service Award

The Class Representative, or Class Counsel on his behalf, may make an application for a service award in an amount not to exceed \$5,000. Defendants will not oppose or otherwise comment on the service award referenced above. The service award shall be subtracted from the Settlement Fund.

E. Cy Pres

Any amounts not distributed to Settlement Class members or awarded as

administrative expenses, attorneys' fees and costs, or as a service award, shall be distributed to either Duke Eviction Diversion Program or Legal Aid of North Carolina, subject to Court approval.

IV. Procedure for Approval and Implementation of Settlement

The Parties and their counsel shall take reasonable steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and effect the reasonable implementation of this Agreement. The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

A. Submission to the Court for Preliminary Approval

Class Counsel shall submit this Agreement to the Court, along with a motion seeking preliminary approval of the proposed Settlement, as soon as practicable following the execution of this Agreement. The motion shall request entry of the Preliminary Approval Order.

Subject to preliminary approval of this Agreement by the Court, all proceedings in this Action, other than proceedings arising out of or relating to this Agreement, shall be stayed. In the event the Court does not approve this Agreement, the Effective Date does not occur, or this Agreement is otherwise terminated, all stayed proceedings shall resume in a reasonable manner.

B. Appointment of Claims Administrator

Subject to the approval of the Court, Class Counsel has proposed the appointment of Angeion Group to serve as Claims Administrator in this matter. The Claims Administrators 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, Defendants' Counsel, and the Court any written objections and opt-out requests; determine the amounts of the awards due to eligible Settlement Class members in accord with the terms and procedures set forth herein; (e) report, in summary or narrative form, to Class Counsel and Defendants' 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 this Agreement, upon request, to Defendants' Counsel, or Class Counsel; (g) carry out other related tasks in accordance with the terms of this 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 this Agreement and its exhibits and amendments (if any).

All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement,

until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

C. Plan for Dissemination of Notice

It is the Parties' intent that class members receive constitutionally adequate notice of the Settlement. Class Representative shall submit to the Court for approval the Notice Plan and the Notice of Class Settlement. The Notice Plan will provide the best notice practicable under the circumstances of the Action, conform to all aspects of N.C. Gen. Stat. § 1A-1, Rule 23, and comply with the terms and conditions of this Agreement.

The dissemination of the Notice of Class Settlement shall be commenced by the Settlement Administrator within fourteen (14) calendar days of the entry of the Preliminary Approval Order.

The Notice Plan shall include the following:

1. Class Member Information

Grubb has provided a class list during the litigation that contains the names of all Settlement Class members, as well as all those who could potentially be included as Settlement Class members. The accuracy and completeness of the identities of those names is a material term to this agreement.

Within three (3) days after the entry of the Preliminary Approval Order, Defendants shall confirm to the Claims Administrator all known physical

addresses and email addresses in Defendant's possession, custody, or control, for the Settlement Class members. The Claims Administrator shall use this information for the sole purpose of identifying the current physical address and/or email address for the Settlement Class members.

Class Counsel may include in their motion seeking preliminary approval of the proposed settlement a request for a Court Order directing Defendants to provide to the Claims Administrator the Social Security Numbers of the Settlement Class members. If the Court enters such an Order, the Claims Administrator shall agree to:

- (1) not communicate or otherwise make available the Social Security Numbers to any third party, including, without limitation, by making them public;
- (2) not print the Social Security Numbers on any materials mailed to the Settlement Class members, unless state or federal law requires it;
- (3) destroy the Social Security Numbers and all records of them once the work is completed, and certify to Defendants that it has done so; and
- (4) use commercially reasonable measures to safeguard the information (including appropriate technical, organizational and

physical measures).

2. Internet Website

At the commencement of the Notice Period, the Settlement Administrator shall establish an internet website, www.NCHargroveEvictionFeeSettlement.com, that will inform Settlement Class members of the terms of this Settlement, their rights, dates and deadlines and related information. The website shall include, in .pdf format and available for download, the following: (i) the Long Form Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement (including all of its exhibits), (v) the operative Complaint filed in the Action; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Internet website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

3. Toll-Free Telephone Number

Prior to the commencement of the Notice Period, the Claims Administrator shall establish a toll-free telephone number, through which Settlement Class members may obtain information about the Action and the Settlement and request a mailed copy of the Long Form Notice and/or the Claim Form, pursuant to the terms and conditions of this Settlement. The Long Form Notice and Claim Form will be mailed to all persons who request one via the toll-free phone number maintained by the Settlement Administrator.

4. Direct Notice – Email Notice

No later than fifteen (15) days after the commencement of the Notice Period, the Claims Administrator shall email the Summary Email Notice attached hereto as **Exhibit E** to each Settlement Class member with a facially valid email address provided by Defendants.

The Summary Email Notice will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major emails providers as one not used to send bulk “SPAM” or “junk” email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each Summary Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the unique message identifier. For any Summary Email Notice for which a bounce code is received indicating that the message is undeliverable, at least one additional attempt will be made to deliver the notice by email. If any Summary Email Notice is returned undeliverable two times, the Claims Administrator will send the Postcard Notice. The Summary E-mail Notice will include an embedded link to the Settlement Website.

5. Direct Notice – United States Mail

No later than fifteen (15) days after the commencement of the Notice Period, the Claims Administrator will send the Postcard Notice by United States Postal Service (“USPS”) first class mail to all Settlement Class members for which the Claims Administrator has a physical mailing address and does not have a facially valid email address. The Claims Administrator shall send the Postcard Notice attached as **Exhibit D** to Settlement Class members.

Prior to the initial mailing of the Postcard Notice, postal mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS. Any addresses returned by NCOA as invalid will be updated through a third-party address search service prior to mailing. All addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip codes, and verified through the Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Postcard Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still available during the period in which the postal service returns the piece with the address indicated, or more current or correct addresses that may be found using a third-party lookup service (e.g., “ALLFIND”, maintained by LexisNexis). Upon

successfully locating better addresses, the Postcard Notice will be promptly re-mailed. Additionally, the Notices will be mailed to all persons who request one via the toll-free phone number maintained by the administrator.

6. Post-Notice Declaration of Claims Administrator

Following the completion of the Notice Plan, the Claims Administrator shall prepare a declaration attesting to its compliance. Such declaration shall be provided to Class Counsel and Defendant's Counsel following the end of the Notice Period and be filed with the Court no more than ten (10) days prior to the Final Fairness Hearing or seven (7) days prior the filing of any motion in support of final approval of the Settlement, whichever is earlier.

D. Opt-Outs and Objections by Settlement Class Members

1. Requests for Exclusion from Class or Opt-Outs

Any potential Settlement Class member may request to be excluded from the Settlement Class by submitting a Request for Exclusion pursuant to the terms set forth in the Notice of Class Settlement. Any such request must be made in accordance with the terms set forth in the Notice of Class Settlement, must be mailed or delivered to the designated Settlement Administrator as provided in the Notice of Class Settlement, and will be timely only if postmarked no later than fifteen (15) days following the last day of the Notice Period.

Each Settlement Class member not timely opting out of the proposed

Settlement shall be bound by all the terms and conditions of any final approved Settlement. The Parties agree that, should a potential Settlement Class member submit objections to the proposed Settlement and also timely submit a Request for Exclusion, that potential Settlement Class member shall be deemed to have excluded himself or herself from the Settlement Class and his or her objections shall not be considered.

Any potential Settlement Class member that effectively excludes him or herself from the Settlement shall not participate in or be bound by the Settlement ultimately approved by the Court.

Within ten (10) business days after the expiration of the deadline for submitting a Request for Exclusion, the Settlement Administrator shall send Defendant's Counsel and Class Counsel a report of the total number of valid Opt-Outs. The report will include the names and address of each valid Opt-Out, and copies of each Request for Exclusion it receives from putative members of the Settlement Class (whether or not valid).

2. Objections to Settlement

Any Settlement Class member who has not submitted a timely Request for Exclusion and who wishes to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement, must deliver an objection, in writing, to Class Counsel and Defense Counsel and file the objection with the Court no later than

fifteen (15) days after the last day of the Notice Period or as the Court may otherwise direct.

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.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class members represented by objector's counsel; (2) the number of such represented Settlement Class members who have opted out of the Settlement Class; and (3) the number of such represented Settlement Class members who have remained in the Settlement Class and have not objected. 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 Defense Counsel not later than fifteen days before the Final 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.

Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) days before the Final Fairness Hearing, and the objection must include the dates when the objector is available for deposition.

Any Settlement Class member 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 Settlement Class member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement Class members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class Counsel and Defense Counsel and have file-marked by the Court, no later than thirty days before the Final Fairness Hearing or as the Court otherwise may direct, a Notice of Intent to Appear. The Notice of Intent to Appear must: (1) state how much time the Settlement Class member anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class member intends

to offer in support of the objection; and (5) attach complete copies of all such exhibits.

3. Failure to Object

Any Settlement Class Member who fails to timely file such a written statement of his or her intention to object shall be foreclosed from making any objection to the Settlement and 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 this Agreement and by all proceedings, orders and judgments, including but not limited to, the Release contained in Section VI.A. of this Agreement.

E. Claim Process

1. Collection Letter Class

Collection Letter Class members are eligible to receive compensation upon the submission of a valid and timely claim form. To make a claim, Collection Letter Class members must complete and sign under penalty of perjury, and either mail or submit electronically through the settlement website at www.NCHargroveEvictionFeeSettlement.com a valid claim form. A copy of the Claim Form is attached as **Exhibit B**. If the Claim Form is mailed, it must be mailed via first class mail to the Claims Administrator and postmarked on or before the last day of the Claims Period. If the Claim Form is submitted electronically, then it must be submitted electronically through the settlement

website on or before the last day of the Claims Period.

2. Eviction Fee Class

Settlement Class members are eligible to receive compensation without submission of a Claim Form. Settlement Class members shall receive an Email Summary Notice or Postcard Notice, whichever is applicable, that contains the estimated recovery for each Settlement Class member subject to any deduction for attorneys' fees, costs, service awards, and claims administration. A Settlement Class member is not required to take any affirmative action in order to qualify for compensation.

3. Miscellaneous

The Claims Administrator, in consultation with Class Counsel, shall determine whether the claimant is a Settlement Class member.

F. Effective Date

The Agreement shall be effective on the first day after all of the following events have occurred:

1. Entry of the Order Preliminarily Approving Class Settlement;
2. Final approval by the Court of this Settlement, following notice to Settlement Class members and a Final Fairness Hearing. The Parties recognize that all relief contemplated by this Agreement is expressly contingent upon the Court's Final Approval;

3. Entry by the Court of a Final Order and Judgment and the expiration of any time for appeal or review of such Final Order and Judgment, or, if any appeal is filed and not dismissed, after such Final Order and Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or discretionary review by the North Carolina Court of Appeals, North Carolina Supreme Court, and United States Supreme Court; and

4. The claims alleged by Plaintiff in the Complaint have been dismissed with prejudice.

G. Disbursements and Distributions from the Settlement Proceeds and Funding

Disbursements and distributions of the Settlement Fund shall proceed as follows:

1. Defendants shall pay \$30,000 to Angeion Group for the costs of notice and administration within seven (7) calendar days after the order on preliminary approval is entered.

2. Within twenty-one (21) calendar days after the Effective Date, Defendants, or its insurers, shall cause \$475,000, less \$30,000 paid to the Claims Administrator for the costs of notice and claims administration and awarded attorneys' fees and costs, to be deposited into a trust account held by the Claims Administrator.

3. Any attorneys' fees and costs awarded by the Court shall be

paid by the Defendants, or its insurers, into the Whitfield Bryson & Mason LLP trust account for distribution to Class Counsel in accordance with this Agreement. Payment of such attorneys' fees and litigation costs shall be paid by the Defendants, or its insurers, within twenty-one (21) calendar days after the Effective Date of this Agreement.

4. Any service award determined by the Court for services rendered to the Settlement Class by the Class Representative shall be paid into the Whitfield Bryson & Mason LLP trust account by the Claims Administrator for distribution to the Class Representative in accordance with this Agreement. Payment of such Service Award shall be made by the Claims Administrator within thirty (30) calendar days after the Effective Date of this Agreement.

5. Within twenty (20) calendar days after the Claims Period ends, the Claims Administrator shall advise Class Counsel of its proposed distribution, taking into consideration the compensation outlined in this Agreement, all valid and timely claims submitted by Settlement Class members.

6. Within forty-two (42) calendar days after the Effective Date, the Claims Administrator shall disburse all approved amounts to Settlement Class members in accordance with the proposed distribution described in section IV.H.5, in accordance with the terms of this Agreement. All disbursement checks shall be cashed within six (6) months of the date of the mailing.

7. If, after the 6-month period for Settlement Class members to cash checks expires, any amount in the Settlement Fund left undisbursed shall, subject to Court approval, be disbursed to the *cy pres* recipient(s), Duke Eviction Diversion Program and/or Legal Aid of North Carolina, as ordered by the Court. The Claims Administrator shall provide a report to Class Counsel of all money in the Settlement Fund left undisbursed within fifteen (15) calendar days after the 6-month period has elapsed. Class Counsel will then direct, subject to Court approval, to distribute the remainder of the Settlement Fund to the *cy pres* recipient(s).

H. Retention of Records

The Claims Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date of this agreement.

V. Exclusive Remedy, Dismissal of Claims, and Retention of Jurisdiction

A. Exclusive Remedy

This Agreement shall be the exclusive remedy for any and all Released Claims, any claim arising out of the subject matter of this Agreement, and any complaint by any Settlement Class member against the Released Persons related to the Released Claims. No Released Party shall be subject to liability or expense of any kind to any Settlement Class member related to the Released Claims except as

provided in this Agreement. Upon Final Approval of this Agreement, each Settlement Class member shall be barred from initiating, asserting or prosecuting any Released Claims against any Released Party. 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, all Released Claims shall be dismissed with prejudice in accordance with the Final Order and Judgment.

C. Jurisdiction

The Court shall retain exclusive and continuing jurisdiction over 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 compensation, the implementation and enforcement of its terms, conditions, and obligations, and the non-performance by the Claims Administrator of its duties.

VI. Releases and Reservations

A. Released Claims

Upon the Effective Date of this Agreement, the Released Persons shall be released and forever discharged by the Class Releasers from all Released Claims. All Class Releasers covenant and agree that they shall not hereafter seek to establish liability against any Released Party based, in whole or in part, on any of

the Released Claims. Each Class Releaser expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts.

Without acknowledging that Defendants would have any such liability, Defendants agree that these Releases do not cover, and that it will not assert these Releases or the settlement of claims pursuant to this Settlement as a defense to any claim for actual personal injury.

Upon the Effective Date of the Settlement, all Settlement Class members that have not filed a timely notice of exclusion shall be forever enjoined and barred from asserting any of the Released Claims, and any such Settlement Class member shall be deemed to have forever released the Released Parties from any and all such Released Claims.

B. Reservation of Claims and Rights, No Admission

Released Claims shall not include (a) any claim against any person or entity that is not a Released Party or (b) any claim for breach of this Agreement. The Parties agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents, and discussion associated with it shall be without prejudice to the rights of any Party (other than those compromised herein); shall not be deemed or construed to be an admission or evidence of any violation

of any statute or law, of any liability or wrongdoing by Released Persons, or of the truth of any of the claims or allegations contained in any Complaint or pleading whether in this Action or in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority present or future. Neither this Agreement, nor any of its provisions, nor any statement or document filed in connection herewith nor the fact of this Agreement, shall be filed, offered, received in evidence or otherwise used in any action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise. In the event that this Agreement is terminated, nothing in this Agreement or its negotiation may be used as evidence in any action between the Parties. The Parties expressly reserve all their rights if this Agreement fails to become final and effective substantially in accordance with its terms.

Notwithstanding the preceding paragraph, this Agreement may be 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 Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this Agreement and all proceedings incident thereto, including requests for attorneys' fees, costs, disbursements and

compensation to the Settlement Class and any disputes arising from this Agreement.

VII. Miscellaneous Provisions

A. Reasonable Best Efforts

The Parties agree to (i) use their reasonable best efforts, including all steps required by this Agreement and other efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement; (ii) use their reasonable best efforts to defeat any lawsuit seeking to challenge this Agreement; and (iii) support the Settlement in all statements in any forum. Class Counsel has carefully reviewed this Agreement and has concluded that it is in the best interests of the Settlement Class members and represents a fair and efficient method of compensating them for their claims against the Released Persons. Accordingly, Class Counsel hereby represents that they shall recommend that each Settlement Class member accept his or her settlement offer under the terms of this Agreement. The Parties recognize, however, that the decision whether to participate in this Agreement rests with each individual Settlement Class member.

B. Authorization to Enter Agreement

The undersigned representatives of Defendants represent that they are fully authorized to enter into and execute this Agreement on behalf of Defendants. Class Counsel represent that they are fully authorized to conduct settlement negotiations

with Defendants' Counsel on behalf of Plaintiff and to enter into and execute this Agreement on behalf of Plaintiff and the putative Settlement Class, subject to approval by the Court.

C. Binding Effect

This Agreement shall be binding upon, and inure to the benefit of the successors and assigns of the Parties.

D. No Party is the Drafter

None of the Parties to this Agreement shall be considered the drafter of this Agreement or any included provision for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

E. Choice of Law

This Agreement shall be governed by and interpreted according to the substantive laws of the State of North Carolina without regard to its choice of law or conflict of laws principles.

F. Amendment or Waiver

This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or

construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

G. Integrated Agreement

This Agreement, including its exhibits, contain an entire, complete, and integrated statement of the terms agreed to by and between the Parties.

H. No Collateral Attack

This Agreement shall not be subject to collateral attack by any Settlement Class member or any recipient of the Notice of Class Settlement after the Final Order and Judgment is entered. Such prohibited collateral attacks shall include but not be limited to claims that the Settlement Class member failed for any reason to receive timely notice of the procedure for submitting a claim.

I. Amendments

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Class Counsel and Defendants' Counsel who executed this agreement and (b) approved by the Court.

J. Meet and Confer regarding Disputes

Should any dispute arise among the Parties or their respective Counsel regarding the implementation or interpretation of this Agreement, Class Counsel and Defendants' Counsel shall meet and confer with one another and/or the mediator in an attempt to resolve such disputes prior to submitting such disputes to

the Court.

K. Waiver of Compliance

Any failure of any Party, Defendants' Counsel, and/or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

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 the Defendants and Class Counsel mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

M. Execution of Counterparts

This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof, although the original signature pages shall be appended to this Agreement and filed with the Court

thereafter.

IN WITNESS WHEREOF, the Parties hereto, by and through their fully authorized representatives, have executed this Agreement as of November__, 2019.

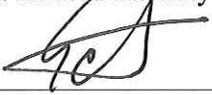
[signature pages follow]

FOR PLAINTIFF JORDON HARGROVE:

Scott C. Harris

Dated: 2/17/2020

Grubb Management, Inc.,
a North Carolina limited liability company,

By: 
Scott Brown, COO

Grubb Management, LLC,
a North Carolina limited liability company,

By: 
Scott Brown, COO

GRUBB RESIDENTIAL DEVELOPMENT FUND III, LLC,
a North Carolina limited liability company

By: Grubb Fund Management, LLC,
its Manager

By: Grubb Management, LLC,
its Manager

By: 
Name: Scott Brown
Its: COO

GLENWOOD RALEIGH APARTMENTS, LLC

a North Carolina limited liability company

By: Grubb Fund Management, LLC,

a North Carolina limited liability company, its manager

By: Grubb Management, LLC,

a North Carolina limited liability company, its manager

By: 
Scott Brown, COO



STERLING GLENWOOD

APARTMENTS

[REDACTED]
[REDACTED]
RE: Court Process

Dear Resident,

According to our records, we have not received your January rent + trash + late fees. At this time, we reserve the right to send your account to our attorney to start the eviction process anytime after Monday [REDACTED] if you're payment is not in the office by **10:00AM**. Please be sure to make a payment *in certified funds or money orders* to be accepted by management.

Amount Due: \$936.40

If payment is received after 10:00am Monday [REDACTED] you could be responsible for additional court & attorney's fees related to this eviction process.

Amount Due after the 26th of the month must also include the next month's rent. Partial payment will not be accepted.

We do appreciate your residency and I encourage you to contact me if you should have any further questions.

Sincerely,

[REDACTED]
Assistant Community Manager

[REDACTED]
cc: Resident File

THIS IS AN ATTEMPT TO COLLECT A DEBT

EXHIBIT A

Grubb 000023

CLAIM FORM INSTRUCTIONS

Your Claim must be submitted by email to
Claims@NCHargroveEvictionFeeSettlement.com or
mailed and postmarked by:

XXXXX

Hargrove v. Grubb Management, Inc.
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Website:

www.NCHargroveEvictionFeeSettlement.com

Instructions for Completing the Claim Form

You are eligible to submit a Claim Form if you are a member of the **Collection Letter Class** and want to obtain Monetary Relief – Cash benefits available to Collection Letter Class. **Eviction Fee Class Members** do NOT need to file a Claim Form to obtain Monetary Relief – Cash benefits available to Eviction Fee Class.

For more information about all available benefits, including Monetary Relief – Cash benefit available automatically to Eviction Fee Class or Monetary Relief – Debt Relief benefits that do not require a filing of a Claim Form, please read the Notice available at www.NCHargroveEvictionFeeSettlement.com or contact the Settlement Administrator.

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

- (1) At any point between June 30, 2013 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by the Defendants, **and**
- (2) You received a Collection Letter, which is any letter sent by Defendants between June 30, 2013 and June 25, 2018 that asserts that the individual will either (a) be charged with Eviction Fees upon the filing of a summary ejection action or (b) that Eviction Fees are owed. Representative letters can be found at: www.XXXXX.com.

If you are a ***Collection Letter Class Member*** and submit a valid and timely Claim Form, you will be eligible to receive \$50 for each Collection Letter sent by Defendant, with a maximum of \$150. 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. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received.

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

- (1) At any point between June 30, 2013 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by the Defendants, **and**
- (2) You were charged and actually paid Eviction Fees.

Eviction Fee Class Members do NOT need to file a Claim Form to obtain Monetary Relief – Cash benefits for Eviction Fee Class. They are automatically eligible to receive up \$600.00 subject to pro rata increase or reduction if under or over-subscribed.

If you are a member of the ***Eviction Fee Class***, you **may** also be a member of the ***Collection Letter Class*** if you meet the requirements of both Classes and may claim Collection Letter benefits, as explained above. You **must** submit a Claim Form if you want to obtain Monetary Relief – Cash benefits available to Collection Letter Class in addition to Monetary Relief – Cash benefits available to Eviction Fee Class for which you are eligible automatically.

If you submit a valid and timely Claim Form, the amount you actually receive may be significantly reduced depending on how many valid claims are ultimately submitted by other Class Members. The available Monetary Relief—Cash will be distributed on a proportional basis once the Settlement becomes final. The exact amount of compensation will be determined after administrative expenses, service award(s), 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 **by** email to Claims@NCHargroveEvictionFeeSettlement.com on or before **XXXXX** or postmarked no later than **XXXXXX** and mailed to:

Hargrove v. Grubb Management, Inc.
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.

EXHIBIT B

CLAIM FORM

Your Claim must be submitted by email to Claims@NCHargroveEvictionFeeSettlement.com or mailed and postmarked by:

Hargrove v. Grubb Management, Inc.
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Website: www.NCHargroveEvictionFeeSettlement.com

XXXXX

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 (applicable only for Collection Letter Class Members)

By submitting this Claim Form, I certify under penalty of perjury that I am a member of the Class and received one or more Collection Letters from the Defendant between June 30, 2013 and June 25, 2018.

A. Please list the total number of Collection Letters received from Grubb Management, Inc. between June 30, 2013 and June 25, 2018:

B. Please provide the months and years when you received Collection Letters:

SECTION C: SETTLEMENT COMPENSATION SELECTION

If your Claim is deemed eligible for payment, select the method by which you would like to receive your settlement benefit.

Select only one:

Check via mail

Direct credit to my PayPal account – Provide the email address associated with your PayPal account below.

Email Address for PayPal option. Please write clearly and legibly.

SECTION D: 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.

Name: _____ Date: _____

Signature: _____

THE GENERAL COURT OF JUSTICE, SUPERIOR COURT DIVISION
WAKE COUNTY, NORTH CAROLINA

If you resided in any of the properties in North Carolina owned and/or managed by the Grubb companies, including GRUBB MANAGEMENT, INC., GRUBB FUND MANAGEMENT, LLC, GRUBB RESIDENTIAL DEVELOPMENT FUND III, LLC, AND GLENWOOD RALEIGH APARTMENTS, LLC D/B/A STERLING GLENWOOD APARTMENTS, you may be entitled to benefits from a class action Settlement.

A North Carolina 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 Jordon Hargrove (the “Plaintiff”) against the Grubb companies (the “Defendants”). Plaintiff alleged that Defendants unlawfully charged and threatened certain fees (“Eviction Fees”) when filing a summary ejectment/eviction actions against their tenants. The Settlement resolves the lawsuit. Defendants deny that they 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.
 - **Collection Letter Class Members**. If you are a natural person who (a) at any point between June 30, 2013 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendant and (c) received a Collection Letter, then you are a member of the Collection Letter Class.
 - **Eviction Fee Class Members** If you a natural person who (a) at any point between June 30, 2013 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendant and (c) were charged and (d) paid Eviction Fees, then you are a member of the Eviction Fee Class.
 - See Question 5 for a detailed explanation of the Classes.
- **Please see the chart on the next page which provides a quick reference guide to the deadlines and obligations of Class Members for each Class described above.**
- **If you are a member of the Classes, your legal rights are affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

COLLECTION LETTER CLASS	
SUBMIT A CLAIM FORM BY ____, 2020	If you wish to receive benefits from the Settlement, you must submit a valid and timely Claim Form.
EXCLUDE YOURSELF BY ____, 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 BY ____, 2020	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING ON ____, 2020 AT ____.	Ask to speak in Court about the fairness of the Settlement.
FILE A NOTICE OF INTENT TO APPEAR BY ____, 2020	Your Notice of Intent to Appear in Court at the Hearing must be filed with the Court and served on Class Counsel and Defendant Counsel no later than this date.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendant about the legal claims in this case.
EVICITION FEE CLASS	
DO NOTHING	You will remain a member of the Eviction Fee Class and will automatically receive a Settlement Benefit. Members of this Class do not need to file a Claim, unless they are also members of the Collection Letter Class and/or wish to receive non-monetary relief
EXCLUDE YOURSELF BY XX, 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 BY XX, 2020	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING ON XX, 2020 AT XX	Ask to speak in Court about the fairness of the Settlement.
FILE A NOTICE OF INTENT TO APPEAR BY XX, 2020	Your Notice of Intent to Appear in Court at the Hearing must be filed with the Court and served on Class Counsel and Defendant Counsel no later than this date.

- 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.NCHargroveEvictionFeeSettlement.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

1. Why is there a Notice?
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?
8. What can I get from the Settlement?
9. What am I giving up to stay in the Class?

HOW TO GET A PAYMENT

10. How can I get a payment?
11. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?
13. If I do not exclude myself, can I sue the Defendants for the same thing later?
14. If I exclude myself, can I still get a payment?

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the Settlement?
16. What is the difference between objecting and excluding?

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?
18. How will the lawyers be paid?

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the Hearing?
21. May I speak at the Hearing?

IF YOU DO NOTHING

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 General Court of Justice, Superior Court Division, Wake County, North Carolina (the “Court”), and the case is called *Hargrove, et al. v. Grubb Management, Inc., Case No. 17-CVS-7995*. The individual who sued is called the Representative Plaintiff, and the companies being sued are called the Defendants.

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

The lawsuit alleges that the Defendants unlawfully threatened and charged complaint filing fees, sheriff service fees, and attorneys’ fees (“Eviction Fees”) when filing summary ejectment/eviction actions against their tenants.

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 Defendants deny these claims, contend that they have numerous defenses to the action, and deny that class certification is required or appropriate.

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

In a class action, one or more people, called the “Representative Plaintiff(s),” sue on behalf of people who have similar claims. All these people are in a “class” or “Settlement Class Members,” except for those who exclude themselves from the Class. The Honorable A. Graham Shirley II in the General Court of Justice, Superior Court Division, Wake County, North Carolina is in charge of this class action.

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

The Defendants deny that they did anything wrong. Both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Representative Plaintiff or the Defendants. The Representative Plaintiff and his attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT?

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

There are two types of Class Members in this Action:

A) Collection Letter Class Members

You are a Collection Letter Class Member if you are a natural person who at any point between June 30, 2013 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by Defendant, and you received a letter that you would either be charged with Eviction Fees upon the filing of a summary ejectment action or that you owe Eviction Fees. A representative letter can be found here: **xxxxxxx**.

B) Eviction Fee Class Members

You are an Eviction Fee Class Member if you at any point between June 30, 2013 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by Defendants, and you were charged and actually paid Eviction Fees.

Excluded from the Settlement Classes are (1) persons who are employees, directors, officers, and agents of Defendants; (2) persons who timely and properly exclude themselves from the Settlement Class as provided in this

Agreement; (3) anyone who has previously executed a written release of all claims against Defendants related to the collecting of Eviction Fees and would otherwise be a member of the Settlement Class; and (4) the Court, the Court's immediate family, and Court staff.

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

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.NCHargroveEvictionFeeSettlement.com or call the toll-free number [REDACTED],

SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides for a Settlement Fund in the amount of \$475,000.00 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 a Settlement Notice and Claims 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 (actually incurred litigation expenses and other hard costs apart from fees); (e) service awards (if any) to the Representative Plaintiff; and (f) any other expenses.

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 Form [by](mailto:Claims@NCHargroveEvictionFeeSettlement.com) email to Claims@NCHargroveEvictionFeeSettlement.com or print it off and mail it to the address below by **XXXX, XX, 2020**. If you submit such a Claim Form, you are eligible to receive up to \$50.00 if you certify under penalty of perjury that you received a Collection Letter threatening that Defendant would assess additional fees if you did not pay your full rent by a certain date. You may be eligible to receive up to \$150.00 if you certify under penalty of perjury that you received more than one Collection Letter and provide the month and the year when those Letters were received. To qualify for the maximum award amount, you must provide specific information and the months and the years about at least three of the Collection Letters you received.

If you submit a valid and timely Claim Form, the amount you actually receive may be significantly different 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 Collection Letter Class has been allotted \$50,500.00 of the Settlement Fund. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted.

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

You do NOT need to file a claim to obtain Eviction Fee benefits. Defendants' records demonstrate that you were charged and actually paid Eviction Fees to Defendants during the Relevant Time Period. Accordingly, each Eviction Fee Class Member may receive compensation of up to approximately \$350.00 for each time the Eviction Fee Class Member was charged and paid Eviction Fees subject to an adjustment if the Collection Letter Class claims are undersubscribed.

The available Settlement Fund will be distributed on a proportional, per violation basis once the Settlement becomes final. The Class has been allotted the remainder of the Settlement Fund and any unclaimed funds, should there be any. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted, and awards may be subject to a pro rata reduction if oversubscribed.

If you are a member of the *Eviction Fee Class*, you are also a member of the *Collection Letter Class*. You must submit a Claim Form if you want to obtain Collection Letter Class benefits in addition to Eviction Fee Class benefits for which you are eligible automatically as explained above.

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

Unless you exclude yourself from the Settlement, you cannot sue the Released Persons, continue to sue, or be part of any other lawsuit against the Released Persons about the claims released in this Settlement. It also means that all

of the decisions by the Court will bind you. The Released Claims and Released Persons are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website www.NCHargroveEvictionFeeSettlement.com.

HOW TO GET A PAYMENT

10. How can I get a payment?

Eviction Fee Class Members do not need to submit a claim to obtain Eviction Fee benefits. Defendant's records will be used to determine your eligibility to participate in the Settlement. **Eviction Fee Class Members** are also members of the **Collection Letter Class**. As an Eviction Fee Class Member, you must submit a Claim Form as explained below if you want to obtain Collection Letter Class benefits in addition to Eviction Fee Class benefits for which you are eligible automatically. Defendants' records will be used to determine your eligibility to participate in the Settlement, and it can be paid via paypal or via check.

MAIL: *Hargrove v. Grubb Management, Inc.*
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL: info@XXXXXX.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **XXXXXX, 2020** or submit your Claim Form via email to claims@nchargroveevictionfeesettlement.com by **XXXXXX, 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 these 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 Released Persons 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 Class.

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 *Hargrove v. Grubb Management, Inc.*, Case No. 17-CVS-7995";
- b. Your full name, address and telephone number; and
- c. A statement that you wish to be excluded from the Settlement Class.
- d. Your original signature

Your request for exclusion must be emailed or postmarked no later than _____ to the Settlement Administrator at:

SETTLEMENT ADMINISTRATOR

Class Action Opt-Out
Hargrove v. Grubb Management, Inc.
Settlement
PO Box 58220
1500 John F Kennedy Blvd,
Suite C31
Philadelphia, PA 19102

Email: info@xxxx.com

No person or entity may opt-out on behalf of another Class Member.

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

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

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Persons 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 this Settlement Class to continue your own lawsuit. If you properly exclude yourself from the Settlement Class, you shall 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 Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under N.C. Gen. Stat. §1A-1, Rule 23. Each Class Member 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 Defendants.

The written objection 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.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class Members represented by objector's counsel; (2) the number of such represented Settlement Class members who have opted out of the Settlement Class; and (3) the number of such represented Settlement Class Members who have remained in the Settlement Class and have not objected. 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 Defendants' Counsel not later than fourteen days before the Final 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.

Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) days before the Final Fairness Hearing, and the objection must include the dates when the objector is available for deposition.

Any Settlement Class Member 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 Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Class Members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class

Counsel and Defendants’ Counsel and have file-marked by the Court, no later than [redacted] or as the Court otherwise may direct, a Notice of Intent to Appear. The Notice of Intent to Appear must: (1) state how much time the Settlement Class Member anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class Member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class Member intends to offer in support of the objection; and (5) attach complete copies of all such exhibits.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel, Defendants’ Counsel and Settlement Administrator no later than [redacted] at the following addresses:

CLASS COUNSEL	DEFENDANTS’ COUNSEL	COURT	SETTLEMENT ADMINISTRATOR
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	Reid C. Adams, Jr. Jonathan R. Reich Womble Bond Dickinson LLP One West Fourth Street Winston-Salem, North Carolina 27101	Wake County Courthouse 316 Fayetteville St. Mall Raleigh, NC 27601	<i>Hargrove v. Grubb Management, Inc.</i> , c/o Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103

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 15 of this Notice to represent the Settlement Classes.

You will not be charged for these lawyers. 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 [redacted] seeking an award up to one third (1/3) of the Settlement Fund in fees and approximately \$20,000.00 in out of pocket expenses, as well as a service award in the amount of \$5,000 for the Representative Plaintiff, 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 [redacted] at [redacted] at the General Court of Justice, Superior Court Division, Wake County, North Carolina before the Honorable A. Graham Shirley, in Courtroom No. [redacted], located at 316 Fayetteville St. Mall, Raleigh, 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 Representative Plaintiff. 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 Defendants' Counsel no later than _____.

Any such request must state the name, address, and telephone number of the Class 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, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Settlement Class 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* 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 Released Persons about the legal issues in this case, ever again.

If you are an *Eviction Fee Class Member* and do nothing, you will receive a payment as described above. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Persons 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.NCHargroveEvictionFeeSettlement. If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator:

MAIL: *Hargrove v. Grubb Management, Inc.*
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL:

TOLL-FREE:

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

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

In the General Court of Justice, Superior Court Division, Wake County, North Carolina

Hargrove v. Grubb Management, Inc., et al., Case No. 17-CVS-7995

Who's included? You received this Notice because Grubb Management, Inc., Grubb Fund Management, LLC, Grubb Residential Development Fund III, LLC and Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments (collectively "Grubb" or the "Defendants") records indicate that you MAY be a member of the **Collection Letter 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 June 30, 2013 and June 25, 2018, resided in any of the Defendants' properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.NCHargroveEvictionFeeSettlement.com You are an **Eviction Fee Class Member** if you are a natural person who, between June 30, 2013 and June 25, 2018, (a) resided in any of the Defendants' properties in North Carolina; (b) was charged Eviction Fees by the Defendants or its affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they 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. A Settlement Fund in the amount of \$475,000.00 shall be used for payment of all approved Collection Letter Class and Eviction Fee Class claims. \$50,500.00 of the Settlement Fund has been allotted to The Collection Letter Class. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability.

What can I get from the Settlement? The amount of compensation is dependent on whether you are a member of the **Collection Letter Class** or **Eviction Fee Class**. **Cash benefit:** If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form by email to Claims@NCHargroveEvictionFeeSettlement.com by **XXXXX**. You may also download a Claim Form at www.NCHargroveEvictionFeeSettlement.com and mail it to the Settlement Administrator as long as it is postmarked by **XXXXX**. **Collection Letter Class Members** are eligible to receive \$50 for each Collection Letter that they received, with a maximum of \$150. 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. If you are a member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you meet the requirements of both Classes and may claim Collection Letter benefits, as explained above. You must submit a Claim Form if you want to obtain Collection Letter benefits in addition to Eviction Fee benefits for which you are eligible automatically. The Claim Form can be submitted by email to Claims@NCHargroveEvictionFeeSettlement.com or postmarked by **XXXXX**. To obtain information about Cash benefits available only to Eviction Fee Class Members, please refer to the Notice that is available at www.NCHargroveEvictionFeeSettlement.com or contact the Settlement Administrator.

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 Defendants 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.NCHargroveEvictionFeeSettlement.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.NCHargroveEvictionFeeSettlement.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.NCHargroveEvictionFeeSettlement.com. You may also contact the Settlement Administrator by email: Info@XXXXX.com, or by phone: 1-XXX-XXX-XXXX.

Hargrove v. Grubb Management, Inc.
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

US Postage
Paid
Permit # __

LEGAL NOTICE

If, between June 30, 2013 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Grubb Management, Inc., 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.NCHargroveEvictionFeeSettlement.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»

EXHIBIT D1

In the General Court of Justice, Superior Court Division, Cumberland County, North Carolina

Hargrove v. Grubb Management, Inc., et al., Case No. 17-CVS-7995

Who's included? You received this Notice because Grubb Management, Inc., Grubb Fund Management, LLC, Grubb Residential Development Fund III, LLC and Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments (collectively "Grubb" or the "Defendants") records indicate that you MAY be a member of the **Collection Letter Class and 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 June 30, 2013 and June 25, 2018, resided in any of the Defendants' properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.NCHargroveEvictionFeeSettlement.com. You are an **Eviction Fee Class Member** if you are a natural person who, between June 30, 2013 and June 25, 2018, (a) resided in any of the Defendants' properties in North Carolina; (b) was charged Eviction Fees by the Defendants or its affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they 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. A Settlement Fund in the amount of \$475,000.00 shall be used for payment of all approved Collection Letter Class and Eviction Fee Class claims. \$50,500.00 of the Settlement Fund has been allotted to The Collection Letter Class. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability.

What can I get from the Settlement? Cash benefit: If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form by **XXXXX**. You may also download a Claim Form at www.NCHargroveEvictionFeeSettlement.com and mail it to the Settlement Administrator as long as it is postmarked by **XXXXX**. **Collection Letter Class Members** are eligible to receive \$50 for each Collection Letter that they received, with a maximum of \$150. 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** do NOT need to file a Claim to obtain Monetary Relief—Cash benefits. Each Eviction Fee Class Member will be eligible to receive \$350, subject to pro rata reduction, without the need to file a Claim. If you are a member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you meet the requirements of both Classes and may claim Collection Letter benefits, as explained above. You must submit a Claim Form if you want to obtain Collection Letter benefits in addition to Eviction Fee benefits for which you are eligible automatically. The Claim Form can be submitted by email to Claims@NCHargroveEvictionFeeSettlement.com by **XXXXXX**. The Claim Form must be submitted via email or postmarked on or before **XXXXX**.

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 Defendants 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.NCHargroveEvictionFeeSettlement.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.NCHargroveEvictionFeeSettlement.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.NCHargroveEvictionFeeSettlement.com. You may also contact the Settlement Administrator by email: Info@XXXXX.com, or by phone: 1-XXX-XXX-XXXX.

EXHIBIT D2

Hargrove v. Grubb Management, Inc.
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

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Permit # __

LEGAL NOTICE

If, between June 30, 2013 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Grubb Management, Inc., 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.NCHargroveEvictionFeeSettlement.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»

EXHIBIT D2

To: [Name]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

Legal Notice

If, between June 30, 2013 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Grubb Management, Inc., and received a Collection Letter or were charged Eviction Fees, a Class Action Settlement affects your rights.

You received this Notice because Grubb Management, Inc. records indicate that you may be a member of the Collection Letter Class.

If you are a member of the *Collection Letter Class*, you must submit a Claim Form by email to Claims@NCHargroveEvictionFeeSettlement.com or postmarked by **XXXXX to obtain *Collection Letter* benefits. *Eviction Fee Class Members* are automatically eligible and do NOT need to file a Claim Form to obtain Monetary Relief—Cash benefits.**

For more information, visit www.NCHargroveEvictionFeeSettlement.com, email Info@XXXXX.com, or call 1-**XXX-XXX-XXXX**.

This Notice informs you of a proposed Settlement in a class action lawsuit filed by Jordon Hargrove (the "Plaintiff") against Grubb Fund Management, LLC, Grubb Residential Development Fund III, LLC and Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments (collectively "Grubb" or the "Defendants"). Plaintiff alleged that the Defendants unlawfully charged Eviction Fees when filing summary ejection/eviction actions against its tenants. Plaintiff also alleged that the Defendants unlawfully threatened to charge Eviction Fees by sending the Collection Letters. The Settlement resolves the lawsuit. The Defendants deny that it did anything wrong or unlawful, including any liability to Plaintiff and to the members of the Settlement Classes.

If you are included in the Settlement, you may qualify to receive Monetary benefits. 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 Grubb records indicate that you may be a member of the Collection Letter Class.

You are a **Collection Letter Class Member** if you are a natural person who, between June 30, 2013 and June 25, 2018, resided in any of the Defendants' properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.NCHargroveEvictionFeeSettlement.com.

You are an **Eviction Fee Class Member** if you are a natural person who, between June 30, 2013 and June 25, 2018, (a) resided in any of the Defendants' properties in North Carolina; (b) were charged Eviction Fees by the Defendants or its affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they 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. A Settlement Fund in the amount of \$475,000.00 shall be used for payment of all approved Collection Letter Class and Eviction Fee Class claims. \$50,500.00 of the Settlement Fund has been allotted to The Collection Letter Class. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability.

What can I get from the Settlement? The amount of compensation is dependent on whether you are a member of the **Collection Letter Class** or **Eviction Fee Class**.

A. **Monetary Relief - Cash benefit:** If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form by email to Claims@NCHargroveEvictionFeeSettlement.com or postmarked by **XXXXX** to obtain **Collection Letter benefits**. You may also download a Claim Form at www.NCHargroveEvictionFeeSettlement.com and mail it to the Settlement Administrator as long as it is postmarked by **XXXXX**. **Collection Letter Class Members** are eligible to receive \$50 for each Collection Letter that they received, with a maximum of \$150. If you make a claim for Cash benefits available to Collection Letter Class, 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.

If you are a member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you meet the requirements of both Classes and may claim Collection Letter benefits, as explained above. You must submit a Claim Form if you want to obtain Collection Letter benefits in addition to Eviction Fee benefits for which you are eligible automatically. The Claim Form can be found online at www.NCHargroveEvictionFeeSettlement.com. The Claim Form must be submitted via email or postmarked on or before **XXXXX**.

To obtain information about Cash benefits available only to Eviction Fee Class Members, please refer to the Notice that is available at www.NCHargroveEvictionFeeSettlement.com or contact the Settlement Administrator.

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 Defendants 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.NCHargroveEvictionFeeSettlement.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.NCHargroveEvictionFeeSettlement.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.NCHargroveEvictionFeeSettlement.com. You may also contact the Settlement Administrator as indicated below.

Toll-Free: 1-**XXX-XXX-XXXX**
Email: Info@XXXXX.com
www.NCHargroveEvictionFeeSettlement.com

To: [Name]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

Legal Notice

If, between June 30, 2013 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Grubb Management, Inc., and received a Collection Letter or were charged Eviction Fees, a Class Action Settlement affects your rights.

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Email: Info@XXXXX.com
www.NCHargroveEvictionFeeSettlement.com