

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CASE NO. 18-CVS-9565

221 PM -2 A 9 49
WALKER CO., S.S.C.
Co

V.

Defendants.

a. **Exhibit 1: Settlement Agreement;**

- b. **Exhibit 2:** Whitfield Bryson & Mason LLP;
- c. **Exhibit 3:** Maginnis Law, PLLC (“Maginnis”) resume;
- d. **Exhibit 4:** Proposed Preliminary Approval Order

5. I have participated in the conduct of this litigation and have personal knowledge of the matters set forth in this Affidavit, and if called to testify, could and would testify competently about them.

6. My firm, Whitfield Bryson & Mason LLP (“WBM”), and co-counsel Maginnis Law, PLLC (“Maginnis”) have actively litigated this case.

7. As shown in detail in **Exhibits 2 and 3**, WBM and Maginnis regularly litigate complex class actions across the country, including construction product defect and class action cases.

8. WBM’s and Maginnis’ years of experience representing plaintiffs in complex class action cases contributed to an awareness of the Plaintiff’s settlement leverage, as well as the needs of Plaintiff and the Class.

9. We believed, and continue to believe, that our clients have claims that would ultimately prevail in the litigation on a class-wide basis.

10. However, we are aware that a successful outcome was uncertain for all Class Members and would have been achieved, if at all, only after prolonged litigation with the attendant and risk of protracted appeals.

11. The paragraphs that follow detail the litigation history and the arm’s length negotiations resulting in the Settlement Agreement now before the Court for preliminary approval.

12. As described below, the settlement provides significant and substantial relief to the members of the Classes given the uncertainties of this litigation.

13. It is, in the opinion of the undersigned, based on my co-counsel and my firm's substantial experience in complex class actions, fair, reasonable, adequate, and worthy of preliminary approval.

Summary of Procedural History

14. Plaintiffs, through counsel, filed their complaint on July 30, 2018, individually and on behalf of North Carolina tenants who were threatened, charged and paid Eviction Fees in violation of North Carolina law between July 30, 2014 and June 25, 2018 (the "Relevant Time Period").¹

15. 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.*).

16. On August 15, 2018, Defendants answered Plaintiffs' Complaint, denying any wrongdoing and raising affirmative defenses.

17. Prior to Plaintiffs' complaint, on June 25, 2018, an amendment to N.C.G.S. § 42-46 was ratified and made into law (the "Amendment").

¹ The Relevant Time Period corresponds with the four year statute of limitations for Plaintiff's claims under the North Carolina Debt Collection Act, N.C.G.S. § 75-50 *et seq.* through June 25, 2018 § 42-46 Amendment (Session Law 2018-50).

18. 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.

19. The Parties began settlement discussions after initial discovery in an effort to determine whether common ground could be found on a mutually beneficial settlement.

20. In January 2019, the Parties mediated the case with retired North Carolina Court of Appeals Judge Douglas McCullough in Raleigh, North Carolina.

21. After the mediation concluded, the Parties disagreed as to whether a settlement had been reached due to a disagreement as to whether an agreement as to all material terms had been reached.

Benefits of the Settlement

22. The Settlement, attached hereto as **Exhibit 1** to the Motion, if finally approved, will provide a Settlement Fund of \$510,000.00.

23. The proposed Settlement Classes are defined as:

- a. **Collection Letter Class Members**. If you are a natural person who (a) at any point between July 30, 2014 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.
- b. **Eviction Fee Class Members**. If you are a natural person who (a) at any point between July 30, 2014 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.

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.

24. Pursuant to the terms of the Settlement, the Collection Letter Class members will be eligible to receive \$50.00 for each Collection Letter sent by Defendants for a maximum of \$150.00, subject to a pro rata reduction based on availability. The Collection Letter Class shall be allotted \$35,000.00, with any amounts remaining unclaimed to be re-allocated to the Eviction Fee Class.

25. Defendants' records demonstrate that there are approximately 424 unique apartment units that were charged and paid Eviction Fees during the Relevant Time Period. After deducting the costs of the action, the Claims Administrator's fee, service awards, and attorneys' fees, the Eviction Fee Class Members shall receive approximately \$605.00. This amount may be increased if the Collection Letter Class is undersubscribed.

26. The difference in benefits for Collection Letter Class members and Eviction Fee Class Members is reasonable. Eviction Fee Class members actually paid approximately \$191.00 to \$201.00 each time an eviction action was filed.

27. This Settlement will prevent any further adverse risks of litigation, and the Settlement Class Members will be able to obtain substantial benefits in the foreseeable and near future. Specifically, the Settlement will provide each Eviction Fee Class Member with reimbursement of more than the actual amounts of Eviction Fees each paid to Defendants and will remove any risks that may have faced if the case proceeded to trial, or if an appeal was taken.

28. These guaranteed payments reflect the Parties' assessment of the strengths and weaknesses of the claims and defenses, as well as the amount of damages Class Members might

have received with a favorable verdict. Therefore, the Settlement easily surpasses the test of whether it is within a range of reasonableness.

29. Thus, given the real legal risks in continuing to litigate, Class Counsel believed settlement would maximize the Class' recovery.

30. But for this settlement, Defendants would vigorously defend these claims at trial and through every appellate avenue available to it.

31. To date, Defendants contend that the Eviction Fees charged to Plaintiff and the Class did not violate North Carolina laws.

32. The process of reaching a final, enforceable, and litigated judgment would almost certainly take several more years if the Parties continued to litigate and all appeals ran their course. The Settlement ensures a certain resolution to this case and promises real concrete benefits to the Class.

33. Following agreement on material terms of the Settlement Agreement, the Parties negotiated Service Awards for the Class Representative, administrative costs, and attorneys' fees and reimbursement of advanced costs that Class Counsel would request, subject to Court approval.

34. At the time of final approval, Class Counsel will request the Court for attorneys' fees of up to 1/3 of the Settlement Fund of \$510,000 plus reasonable costs and expenses of \$3,367.80.

35. In addition, Class Counsel will request a service award of \$2,500 for the two class representatives for a total of \$5,000. The class representatives have stayed committed and involved in the litigation, including participating in pre-suit investigation, discovery, and maintained routine communications with Counsel.

36. Defendants have agreed not to oppose either request.

37. I declare under the penalty of perjury under the laws of the state of North Carolina that the foregoing is true and correct.

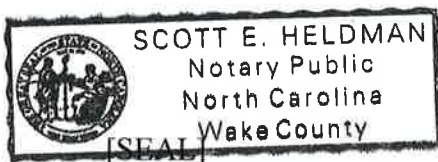
FURTHER THE AFFIANT SAYS NOT.

This is the 2nd day of March, 2020.

Scott C. Harris
Scott C. Harris
WHITFIELD BRYSON & MASON LLP
900 West Morgan Street
Raleigh, NC 27603
(919) 600-5000
scott@wbmlp.com

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 2nd day of March, 2020. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.



Scott E. Heldman
Notary Public Scott E. Heldman
Printed Name

My Commission Expires: 10-2-22

EXHIBIT 1

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CASE NO. 18-CVS-9565

ERICA LEWIS and JOSEPH LEWIS, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

BRIDGE PROPERTY
MANAGEMENT, LLC, BRIDGE
PROPERTY MANAGEMENT, L.C.,
ROC III NC MISSION CAPITAL
CROSSING, LLC d/b/a MISSION
CAPITAL CROSSING,

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement” or “Settlement Agreement”) is entered into by Plaintiffs Erica Lewis and Joseph Lewis (“Plaintiffs”), on behalf of themselves individually and as putative class representatives; and Defendants Bridge Property Management, LLC, Bridge Property Management, L.C., ROC III NC Mission Capital Crossing, LLC (“Defendants”) (collectively referred to as “the Parties”).

I. Recitals

A. Plaintiffs filed a putative class action complaint against Defendants in the General Court of Justice, Superior Court Division, in Wake County on July 30, 2018 (“the Action”).

B. Plaintiffs 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. Plaintiffs brought the Action on behalf of themselves and a class of tenants who were threatened with and/or charged 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.*), and a Petition for Injunction (N.C.G.S. § 1-485, *et seq.*).

E. On August 15, 2018, Defendants answered Plaintiffs' Complaint and moved to dismiss.

F. The Parties have engaged in extensive, arm's length negotiations regarding the settlement of this Action, assisted by the Honorable Douglas McCullough, with mediation held on January 17, 2020. At the mediation, the parties entered into a Memorandum of Understanding.

G. 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.

H. 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 Plaintiffs and the putative class.

I. Defendants have agreed to a total Settlement Contribution, as defined below, in the amount of a Cash Fund of \$510,000.00 and a Set Aside and Dismissal for suitable class members.

J. The Settlement Contribution is not to be construed as an admission of liability on the part of the Released Persons. The Released Persons contend that the Settlement Contribution 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 Plaintiffs and Defendants, acting in good faith and subject to the approval of the Court, that all class and individual claims alleged against Defendants 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. “Agreement” or “Settlement Agreement” means this Settlement Agreement resolving the litigation and all attachments and exhibits, which the Parties understand and agree set forth all of the terms and conditions of the settlement between them, and which is subject to Court approval.

B. “Cash Fund” means the amount of \$510,000.00 to be paid by the Released Persons to the Claims Administrator for the benefit of the Settlement Classes pursuant to this Agreement. The Parties understand and agree that this number reflects the total cash payment obligation with regard to this settlement.

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

D. “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.

E. “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 Claims 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.nctenantclassaction.com, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court's approval.

F. "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.

G. "Class Period" means the period of time between July 30, 2014 and June 25, 2018.

H. "Class Releasors" means each Settlement Class Member, as well as each Settlement Class Member's predecessors, successors, heirs, executors, trustees, legal representatives, administrators, agents and assigns.

I. "Class Representatives" means Erica Lewis and Joseph Lewis.

J. "Collection Letter" means any letter sent by Defendants to Settlement Class Members during the Relevant Time Period that asserts that Settlement Class Members will either (a) be charged with Eviction Fees upon the filing of a summary ejectment action or (b) that Eviction Fees are owed. An exemplar of a Collection Letter is attached hereto as **Exhibit C**.

K. "Court" means the General Court of Justice, Superior Court Division, Wake County, North Carolina, where the action is pending. This Court shall retain

jurisdiction to effectuate and resolve any disputes concerning the Settlement.

L. “Defendants’ Properties” means any apartment community located in the State of North Carolina owned and/or managed by Defendants at any point during the Class Period.

M. “Effective Date” is the date when the final order approving the Settlement Agreement becomes final.

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

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

P. “Monetary Relief” means the \$510,000.00 Cash Fund.

Q. “Non-Monetary Relief” means the *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6)* and *Stipulation of Dismissal* in substantially the form attached hereto as **Exhibit D** that any member of the Settlement Class against whom a judgment for possession at one of Defendants’ Properties was obtained by Defendants or its affiliates during the Class Period is eligible to file with the appropriate Court.

R. “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.

S. "Notice Plan" means the plan for dissemination of the notice 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.

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

U. "Postcard Notices" 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 forms of the notice attached hereto as **Exhibit G** (for Collection Letter Class members) **and Exhibit H** (for Eviction Fee Class members).

V. "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.

W. "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 company; 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.

X. "Relevant Time Period" means the period of time between July 30, 2014 and June 25, 2018.

Y. "Set Aside and Dismissal" means the *Consent Motion to Set Aside*

Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal in substantially the form attached hereto as **Exhibit D**.

Z. “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).

AA. “Settlement Class” or “Settlement Classes” or “Settlement Class Members” are defined as those natural persons who meet the requirements for either the Collection Letter Class or Eviction Fee Class as set forth below in Section III(A).

BB. “Settlement Contribution” consists of (a) the Cash Fund in the amount of \$510,000.00, (b) the Non-Monetary Relief.

CC. “Summary Email Notice” means and includes the notice to be sent to Settlement Class members who have a facially valid email address and is substantially similar to the form attached hereto as **Exhibits E** (for Collection Letter Class Members) and **Exhibit F** (for Eviction Fee Class members).

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 July 30, 2014 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 July 30, 2014 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) 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.

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 that Defendants shall provide the total Monetary Relief of \$510,000 and the Non-Monetary Relief set

forth below.

1. *Monetary Relief*

a. Cash Fund

i. *Collection Letter Class Cash Payments*

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 Defendant. Collection Letter Class members shall be eligible to receive a maximum of \$150.00 for all Claims submitted, subject to a pro rata reduction based on availability. The Collection Letter Class shall be allotted \$35,000 of the Cash Fund. Any amounts unclaimed from the \$35,000 allotted for the Collection Letter Class shall be re-allocated to the Eviction Fee Class.

ii. *Eviction Fee Class Cash Payments*

Defendants' records demonstrate those individuals who were charged and actually paid Eviction Fees to Defendants during the Relevant Time Period and comprise the Eviction Fee Class. Accordingly, members of the Eviction Fee Class shall receive compensation directly without the submission of a claim form. Assuming 100% participation by eligible persons in the Collection Letter Class, Eviction Fee Class members shall receive approximately \$605.00, subject to pro

rata increase or reduction based on Settlement Class Member participation. If any amounts allocated pursuant to this Section cannot be evenly distributed among all Eviction Fee Class members, such amounts shall be allocated to the *cy pres* recipient the North Carolina Advocates for Justice as ordered by the Court

2. **Non-Monetary Relief**

In addition to the monetary benefits identified above, any member of the Eviction Fee Class against whom a judgment for possession at one of Defendants' Properties was obtained by Defendants or their affiliates during the Class Period is eligible to file with the appropriate court a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* (the "Set-Aside") and, if the Set-Aside is granted, a *Stipulation of Dismissal* ("Dismissal"). The Set-Aside and Dismissal shall be in substantially the form attached hereto as **Exhibit D**. Eviction Fee Class Members are responsible for filling out and filing the Set-Aside and Dismissal, either with the assistance of their own retained counsel or as pro se litigants. Class Members might need to contact the applicable court to attempt to obtain information for the Set-Aside and Dismissal. In order to qualify for this benefit, Eviction Fee Class Members must file a valid and timely claim.

C. Administrative Expenses, Attorneys' Fees, and Costs

Within seven (7) calendar days of the entry of the Preliminary Approval Order, Defendants shall pay the first installment of \$45,000.00 to the Claims

Administrator in order to implement the court-approved Notice Plan. This amount shall be subtracted from the Cash Fund. Defendants shall pay any other amount as directed to the Claims Administrator from the Cash Fund within seven (7) calendar days after the Effective Date.

Within seven (7) 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 so long as the request does not exceed a third of \$510,000.00 (which is \$168,300.00) and reimbursement of costs. At this time, the costs are approximately \$3,367.80. These amounts shall be subtracted from the Cash Fund.

D. Service Award

The Class Representatives, or Class Counsel on their behalf, may make an application for a service award in an amount not to exceed \$2,500.00 each (\$5,000.00 total). Defendants will not oppose or otherwise comment on the service award if in the amount referenced above. The service award shall be subtracted from the Cash 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 the North Carolina Advocates for Justice, 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.

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). The Settlement Administrator estimates that it will cost approximately \$45,000 to perform the notice procedures and administration functions. All costs and fees of the Claims Administrator shall be paid from the Cash Fund. Any amounts remaining after the Claims Administrator has completed its tasks will be distributed to the North Carolina Advocates for Justice as part of the *cy pres* award.

All disputes relating to the Claims 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 Claims 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

Defendants have 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. Defendants' commercially reasonable best efforts as to the accuracy and completeness of the identities of those names to the extent reflected in Defendants' records 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 the following regarding the

Settlement Class Members to the extent reasonably available: email addresses, tenant address while at Defendants' Properties, forwarding addresses, and social security numbers. 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. Furthermore, with regard to the social security numbers that are being provided, the Claims Administrator agrees 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 Claims Administrator shall

establish an internet website, www.nctenantclassaction.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 Collection Letter 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 Claims Administrator.

4. Direct Notice – Email Notice

No later than seven (7) days after the commencement of the Notice Period, the Claims Administrator shall email the Summary Email Notices attached hereto

as **Exhibit E** to each Collection Letter Class Member and **Exhibit F** to each Eviction Fee Class member with a facially valid email address provided by Defendants.

The Summary Email Notices 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 Notices. The Summary E-mail Notices will include an embedded link to the Settlement Website.

5. Direct Notice – United States Mail

No later than seven (7) days after the commencement of the Notice Period,

the Claims Administrator will send the Postcard Notices 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 G** to Collection Letter Class Members and the Postcard Notice attached as **Exhibit H** to Eviction Fee Class Members.

Prior to the initial mailing of the Postcard Notices, 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 Notices 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 Defendants' 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 Claims 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 Claims Administrator shall send Defendants' 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.

Class Counsel shall have the right to take discovery, including via subpoenas *duces tecum* and depositions, from any objector. Objectors must 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 fifteen (15) days after the end of the Notice Period, 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 this Agreement.

E. Claim Process

1. Monetary Benefits

a. *Collection Letter Class Cash Payments*

Collection Letter Class members are eligible to receive cash payments 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.nctenantclassaction.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.

b. *Eviction Fee Class Cash Payments*

Eviction Fee Class members are eligible to receive compensation without submission of a Claim Form. Eviction Fee Class members shall receive an Email Summary Notice (attached hereto as **Exhibit F**) or Postcard Notice (attached hereto as **Exhibit H**), whichever is applicable, that contains the estimated recovery for each Eviction Fee Class member subject to any deduction for attorneys' fees, costs, service awards, and claims administration. An Eviction Fee Class member is not required to take any affirmative action in order to qualify for compensation.

2. Non-Monetary Benefit

Settlement Class Members who desire to obtain the Set-Aside and Dismissal are required to submit a timely and valid claim form.

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; and

3. Entry by the Court of a Final Order and Judgment.

G. Disbursements and Distributions from the Cash Fund

Payment, disbursements, and distributions of the Cash Fund shall proceed as follows:

1. First payment: Defendants shall pay \$45,000 to the Claims Administrator for the costs of notice and administration within seven (7) calendar days after the order on preliminary approval is entered.

2. Second payment: Within seven (7) calendar days after the Effective Date, Defendant, or its insurers, shall cause the remainder of the Cash Fund - less the \$45,000 already paid to the Claims Administrator for the costs of notice and claims administration and less any awarded attorneys' fees, costs, and service fee - to be remitted to the Claims Administrator.

3. Third payment: Any attorneys' fees and costs awarded by the Court, and any service award determined by the Court for services rendered by the Class Representative 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, litigation costs,

and service award shall be paid by the Defendants, or its insurers, within seven (7) calendar days after the Effective Date of this Agreement.

4. Defendants will provide to the Claims Administrator a Set-Aside and Dismissal to use for all Eviction Fee Class members who file a timely and valid claim form requesting this relief within seven (7) days after the Effective Date.

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 twenty-one (21) calendar days after the Effective Date, the Claims Administrator shall disburse all approved amounts to Settlement Class members in accordance with the proposed distribution in accordance with the terms of this Agreement. All disbursement checks shall be cashed within six (6) months of the date of the mailing. The Claims Administrator shall also distribute the Set-Aside and Dismissals to those Eviction Fee Class members who submitted a valid and timely claim requesting one within twenty-one (21) calendar days after the Claims Period.

7. If, after the 6-month period for Settlement Class Members to cash checks expires, any amount in the Cash Fund left undisbursed shall, subject to

Court approval, be disbursed to the *cy pres* recipient, North Carolina Advocates for Justice, as ordered by the Court. The Claims Administrator shall provide a report to Class Counsel of all money in the Cash 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 Cash 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 Person 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 Person. 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 are dismissed with prejudice in accordance with the Final Order and Judgment.

C. Jurisdiction

Wake County Superior Court in North Carolina 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 Releasors from all Released Claims. All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any Released Person based, in whole or in part, on any of the Released Claims. Each Class Releasor 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 or any other claim not arising from the allegations contained in Plaintiffs' Complaint.

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 Persons 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 Person 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 Defendant. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Defendants' Counsel on behalf of Plaintiffs and to enter into and execute this

Agreement on behalf of Plaintiffs 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.

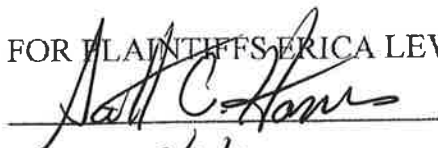
M. Execution of Counterparts

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 February 12, 2020.

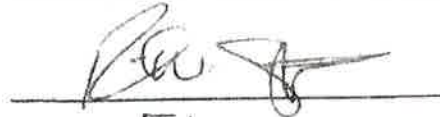
[signature pages follow]

FOR PLAINTIFFS ERICA LEWIS and JOSEPH LEWIS:



Dated: 3/2/2020

FOR BRIDGE PROPERTY MANAGEMENT, LLC:



Dated: February 28, 2020

FOR BRIDGE PROPERTY MANAGEMENT, L.C.:



Dated: February 28, 2020

FOR ROC III NC MISSION CAPITAL CROSSING, LLC



Dated: February 28, 2020

COUNSEL FOR DEFENDANTS



Dated: 02/01/2020

EXHIBIT A

SUPERIOR COURT OF WAKE COUNTY, NORTH CAROLINA

If you resided in any of the properties in North Carolina owned and/or managed by BRIDGE PROPERTY MANAGEMENT, LLC, you may be entitled to benefits from a class action Settlement.

A North Carolina State 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 Erica Lewis and Joseph Lewis ("Plaintiffs") against Bridge Property Management, LLC, Bridge Property Management, L.C., ROC III NC Mission Capital Crossing, LLC d/b/a Mission Capital Crossing (collectively "Defendants" or "Bridge"). Plaintiffs alleged that Defendants unlawfully charged and threatened certain fees when filing summary ejectment/eviction actions against their tenants at the apartment complexes of varying names that Bridge owns, owned, manages, or managed in North Carolina. The Settlement resolves the lawsuit. Defendants deny that it did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Classes.
- If you are included in the Settlement, you may qualify to receive compensation. The amount of compensation is dependent on whether you are a member of the Collection Letter Class or Eviction Fee Class.
 - **Collection Letter Class Members**. If you are a natural person who (a) at any point between July 30, 2014 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, then you are a member of the Collection Letter Class.
 - **Eviction Fee Class Members**. If you are a natural person who (a) at any point between July 30, 2014 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) 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 Class, 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 Defendants 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 Defendants' Counsel no later than this date.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendants 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 Defendants 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 Defendants' 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.nctenantclassaction.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.

This case was filed in the North Carolina Wake County Superior Court and the case is called *Erica Lewis and Joseph Lewis v. Bridge Property Management LLC et al.*, Case No. 18-CVS-9565 (Wake County, NC). The individuals who sued are called the Representative Plaintiffs, and the companies being sued, are called the Defendants.

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

The lawsuit alleges that the Defendants unlawfully charged complaint filing fees, sheriff service fees, and attorneys' fees ("Eviction Fees") when filing summary ejectment/eviction actions against their tenants. Plaintiffs also alleged that Defendants unlawfully threatened to charge Eviction Fees through written correspondence sent on or around the 6th of the month to all tenants who had not made a complete rental payment (the "Initial Collection Letter").

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 "Representative Plaintiffs," 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.

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 Plaintiffs or the Defendants. The Representative Plaintiffs and their 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 July 30, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by Defendants, 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: *See Exhibit C*.

B) Eviction Fee Class Members

You are an Eviction Fee Class Member if you are a natural person who at any point between July 30, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by Defendants, and you were charged and paid Eviction Fees.

Eviction Fee Class Members are also Collection Letter Class Members as they meet the requirements of both Classes.

Excluded from the Settlement Classes are (1) employees, directors, officers, and agents of Defendants; (2) persons who exclude themselves from the Settlement Classes as provided in this Notice; (3) anyone who has previously executed a written release that related to the collecting or threatening to collect Eviction Fees; 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.nctenantclassaction.com, or call the toll-free number, XXX-XXX-XXXX.

SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides two types of benefits: Monetary Relief and Non-Monetary Relief. Monetary Relief means \$510,000.00 in cash. Non-Monetary Relief means the availability of the Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal. The Monetary Relief 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 award (if any) to the Representative Plaintiffs; and (f) any other expenses.

8. What can I get from the Settlement?

A. Monetary Relief- Cash Fund

If you are a member of the *Collection Letter Class*, you must submit a valid and timely Claim Form either online at www.nctenantclassaction.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 Defendants 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 \$35,000.00 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.

If you are a member of the *Eviction Fee Class*, you do NOT need to file a claim to obtain Eviction Fee benefits. Defendants' records demonstrate how many instances in which you were charged and paid Eviction Fees to Defendants during the Relevant Time Period. Accordingly, each Eviction Fee Class Member may receive compensation of approximately \$605.00, subject to pro rata increase or reduction based on Settlement Class Member participation.

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.

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

You do not need to submit a Claim Form to obtain Eviction Fee Class cash benefits.

B. Non-Monetary Relief

In addition to the Monetary Relief described above, any member of the Collection Letter Class and the Eviction Fee Class are eligible to request a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* and *Stipulation of Dismissal*. This document will allow all Collection Letter Class and the Eviction Fee Class members to file a consent motion to remove a judgment for possession obtained by Defendants. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal. Neither Defendants nor any of the properties managed by Defendants will be available to assist any class member with any aspect of this process.

In order to qualify for this Non-Monetary Relief, all Collection Letter Class and Eviction Fee Class members must file a valid and timely claim form.

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.nctenantclassaction.com.

HOW TO GET A PAYMENT

10. How can I get a payment?

A. Monetary Relief- Cash Payments

Eviction Fee Class Members do not need to submit a claim to obtain Eviction Fee benefits. Defendants' 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.

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

B. Non-Monetary Relief

Collection Letter Class and Eviction Fee Class members must submit a timely and valid claim to obtain the *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* and *Stipulation of Dismissal*.

MAIL: Lewis v. Bridge Property Management, LLC
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 online at the Settlement Website, www.nctenantclassaction.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 benefits?

Benefits 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 *Erica Lewis and Joseph Lewis v. Bridge Property Management, LLC et al.*, Case No. 18-cvs-9565”;
- b. Your full name and address; and
- c. A statement that you wish to be excluded from the Settlement.

Your request for exclusion must be emailed or postmarked no later than **XX, 2020** to the Settlement Administrator at:

SETTLEMENT ADMINISTRATOR
Class Action Opt-Out <i>Lewis v. Bridge Property Management, LLC</i> Settlement PO Box 58220 1500 John F Kennedy Blvd, Suite C31 Philadelphia, PA 19102 Email: info@XXXXXX.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 North Carolina Rule of Civil Procedure 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 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.

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, **XX, 2020** 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	Meredith Norvell, Esq. Michael Honeycutt, Esq. Fisher & Phillips, LLC 227 W. Trade St., Suite 2020 Charlotte, NC 28202	North Carolina Wake County Superior Court 316 Fayetteville St. Raleigh, NC 27601	<i>Lewis v. Bridge Property Management, LLC et al.</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 **XXXXX, 2020** seeking an award up to a third (33%) of the Monetary Relief in fees and approximately \$3,367.80 in out of pocket expenses, as well as a service award in the amount of \$5,000 for the Representative Plaintiffs, to be drawn from the Settlement Fund. The Court will determine the amount of fees and expenses, and service award.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **XXXXX, 2020** at **XXX**, at the Wake County Courthouse before an Honorable North Carolina Superior Court Judge, in Courtroom No. **X**, located at 316 Fayetteville St., 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 Plaintiffs. 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 **XXXXX, 2020**.

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.

Collection Letter Class and Eviction Fee Class members who do not file a timely and valid claim form shall still receive the Debt Waiver.

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.nctenantclassaction.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website or contact the Settlement Notice & Claims Administrator:

MAIL: *Lewis v. Bridge Property Management, LLC*
c/o Settlement Administrator,
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL: info@XXXXXX.com

TOLL-FREE: XXX-XXX-XXXX

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

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

EXHIBIT B

CLAIM FORM INSTRUCTIONS

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

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

You are also eligible to submit this Claim Form if you are a member of either the **Collection Letter Class** or the **Eviction Fee Class** and would like to obtain **Non-Monetary Relief Benefits** in the form of a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal*.

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.XXXXXX.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 July 30, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by the Defendant, **and**
- (2) You received a Collection Letter, which is any letter sent by Defendant between July 30, 2014 and June 25, 2018 that asserts that the individual will either (a) be charged with Eviction Fees upon the filing of a summary ejectment action or (b) that Eviction Fees are owed. Representative letters can be found at: www.XXXXXX.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 July 30, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by the Defendant, **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 to \$604.00, 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.

Collection Letter Class and **Eviction Fee Class Members** are eligible to for Non-Monetary Relief, which is a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal*. In order to obtain the Non-Monetary Relief, Collection Letter Class and Eviction Fee Class Members must file a claim requesting such relief.

Please note that none of these benefits will be distributed or available until the Settlement is finally approved by the Court.

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

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

Lewis v. Bridge Property Management
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

ALL CLAIMS ARE SUBJECT TO VERIFICATION.

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

CLAIM FORM

Your Claim must be submitted
online or mailed and
postmarked by:

XXXXXX

Lewis v. Bridge Property Management
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Website: www.XXXXXX.com

SOUTH

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, 2014 and June 25, 2018.

A. Please list the total number of Collection Letters received from Bridge Property Management between June 30, 2014 and June 25, 2018:

B. Please provide the months and years when you received Collection Letters from Bridge Property Management:

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: NON-MONETARY RELIEF SELECTION:

By selecting this option, you are choosing to obtain a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal* ("Set Aside and Dismissal"). This non-monetary relief is in addition to other benefits you have selected. All class members who choose to receive the Non-Monetary Relief will have obligation to fill out and file the Set-Aside and Dismissal.

☐

I would like to receive the Set Aside and Dismissal.

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

☐

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

Name: _____

Date: _____

Signature: _____

EXHIBIT C

**BRIDGE
PROPERTY
MANAGEMENT**

Notice to Pay

Date: June 6, 2017

Apartment:

Dear Resident:

Thank you for choosing Mission Capital Crossing Apartments as your home. This shall serve as a notice that we have not received your rental payment for June and it is now past due. Rent is due on the 1st of every month and a 5 % late of 35.40 has been applied to your account. As of today, your past due balance is \$772.40.

In the event you fail to comply with this demand for payment by June 12, 2017 at the end of the business day, we will file court papers and additional court fees will be applied to your account.

It is your obligation to remit the delinquent amount in the form of a cashier's check or money order only.

If you believe this is an error or if you have any questions, please feel free to give us a call at 919-872-8300. Your prompt attention is greatly appreciated.

Mission Capital Crossing

Brandy Minter

Assistant Property Manager

CC: Resident File

EXHIBIT D

STATE OF NORTH CAROLINA
COUNTY OF _____

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

BRIDGE PROPERTY MANAGEMENT,)
LLC, a/k/a _____,)
Plaintiff,)
v.)
_____,)
Defendant.)

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

NOW COMES Defendant _____ ("Defendant") with the express consent and permission of Plaintiff, pursuant to a Settlement Agreement entered on _____ in the matter of *Erica and Joseph Lewis v. Bridge Property Management, LLC, et al.* Wake County Case No. 18-cvs-9565, hereby moving the Court pursuant to Rule 60(b)(5) of the Rules of Civil Procedure for relief from a Judgment for Possession entered against Defendant, dated _____, on the grounds that the Judgment has been satisfied, released or discharged, in that Defendant has surrendered possession of the Unit, and the Plaintiff therefore has no remaining claim for possession of same; as such, it would therefore be inequitable that the Judgment should have prospective application.

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

With Express Consent

By: _____
Defendant

By: Nicholas S. Hulse
Counsel for Plaintiff

Certificate of Service:

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

Nicholas S. Hulse
Fisher Phillips
227 West Trade Street, Suite 2020
Charlotte, NC 28202

By: _____
Defendant

STATE OF NORTH CAROLINA
COUNTY OF _____

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

BRIDGE PROPERTY MANAGEMENT,)
LLC, a/k/a _____,)
)
Plaintiff,)
)
v.)
)
_____,)
)
Defendant.)

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

Upon consideration of Defendant _____ ("Defendant") Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) of the Rules of Civil Procedure, and it being shown that Plaintiff expressly consents to the requested relief and that the Judgment has been released pursuant to a Settlement Agreement entered on _____ in the matter of *Erica and Joseph Lewis v. Bridge Property Management, LLC, et al.* Wake County Case No. 18-cvs-9565.

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

This the ____ (day) of _____ (month), ____ (year).

By: _____
Honorable District Court Judge Presiding

Certificate of Service:

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

Nicholas S. Hulse
Fisher Phillips
227 West Trade Street, Suite 2020
Charlotte, NC 28202

By: _____
Defendant

STATE OF NORTH CAROLINA
COUNTY OF _____

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

BRIDGE PROPERTY MANAGEMENT,)
LLC, a/k/a _____,)

Plaintiff,)

v.)

_____,)

Defendant.)

STIPULATION OF DISMISSAL

NOW COME Plaintiff _____ and _____ ("Defendant")
and, contingent upon the Court's entry of an Order Granting Consent Motion to Set Aside
Judgment Pursuant to Rule (60)(b)(5), hereby stipulate to a dismissal with prejudice of the above
eviction action.

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

With Express Consent

By: _____
Defendant

By: Nicholas S. Hulse
Counsel for Plaintiff

Certificate of Service:

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

Nicholas S. Hulse
Fisher Phillips
227 West Trade Street, Suite 2020
Charlotte, NC 28202

By: _____
Defendant

EXHIBIT E

To: [Name]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

Legal Notice

If, between July 30, 2014 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Bridge Property Management, LLC, and received a Collection Letter or were charged Eviction Fees, a Class Action Settlement affects your rights.

You received this Notice because Bridge Property Management, LLC 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 file a Claim Form online at www.nctenantclassaction.com 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.nctenantclassaction.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 Erica Lewis and Joseph Lewis ("Plaintiffs") against Bridge Property Management, LLC, Bridge Property Management, L.C., ROC III NC Mission Capital Crossing, LLC d/b/a Mission Capital Crossing (collectively "Defendants" or "Bridge"). Plaintiffs alleged that the Defendants unlawfully charged Eviction Fees when filing summary ejectment/eviction actions against its tenants. Plaintiffs 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 Plaintiffs and to the members of the Settlement Classes.

If you are included in the Settlement, you may qualify to receive Monetary and Non-Monetary Relief 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 Bridge 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 July 30, 2014 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.nctenantclassaction.com.

You are an **Eviction Fee Class Member** if you are a natural person who, between July 30, 2014 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 and Non-Monetary Relief benefits. Monetary Relief means \$510,000.00 in cash as a Settlement Contribution for payment of all approved Collection Letter Class and Eviction Fee Class claims. 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. Non-Monetary Relief means the availability of the Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal.

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 online at www.nctenantclassaction.com by **XXXXX**. You may also download a Claim Form at www.nctenantclassaction.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 submitted online at www.nctenantclassaction.com. The Claim Form must be submitted online or postmarked on or before **XXXXX**.

B. **Non-Monetary Relief benefits:** Each member of the Collection Letter Class and the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal* to obtain a consent motion to remove a judgment for possession obtained by Defendants. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal.

To obtain information about Cash benefits available only to Eviction Fee Class Members, please refer to the Notice that is available at www.nctenantclassaction.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.nctenantclassaction.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.nctenantclassaction.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.nctenantclassaction.com. You may also contact the Settlement Administrator as indicated below.

Toll-Free: 1-XXX-XXX-XXXX

Email: Info@XXXXX.com

www.nctenantclassaction.com

EXHIBIT F

To: [Name]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

Legal Notice

If, between July 30, 2014 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Bridge Property Management, LLC, and received a Collection Letter or were charged Eviction Fees, a Class Action Settlement affects your rights.

You received this Notice because Bridge Property Management, LLC records indicate that you may be a member of the Collection Letter Class and Eviction Fee Class.

If you are a member of the *Collection Letter Class*, you must file a Claim Form online at www.nctenantclassaction.com 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.nctenantclassaction.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 Erica Lewis and Joseph Lewis ("Plaintiffs") against Bridge Property Management, LLC, Bridge Property Management, L.C., ROC III NC Mission Capital Crossing, LLC d/b/a Mission Capital Crossing (collectively "Defendants" or "Bridge"). Plaintiffs alleged that the Defendants unlawfully charged Eviction Fees when filing summary ejectment/eviction actions against its tenants. Plaintiffs 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 Plaintiffs and to the members of the Settlement Classes.

If you are included in the Settlement, you may qualify to receive Monetary and Non-Monetary Relief 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 Bridge records indicate that you may be a member of the Collection Letter Class and Eviction Fee Class.

You are a **Collection Letter Class Member** if you are a natural person who, between July 30, 2014 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.nctenantclassaction.com.

You are an **Eviction Fee Class Member** if you are a natural person who, between July 30, 2014 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 and Non-Monetary Relief benefits. Monetary Relief means \$510,000.00 in cash as a Settlement Contribution for payment of all approved Collection Letter Class and Eviction Fee Class claims. 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. Non-Monetary Relief means the availability of the Consent-Motion-to-Set Aside Judgment-for-Possession-Pursuant-to-Rule 60(b)(6) and Stipulation of Dismissal.

What can I get from the Settlement?

- A. **Monetary Relief - Cash benefit:** If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form online at www.nctenantclassaction.com by XXXXX. You may also download a Claim Form at

www.nctenantclassaction.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.

Eviction Fee Class Members do NOT need to file a Claim to obtain Cash benefits available to Eviction Fee Class. Each Eviction Fee Class Member will be eligible to receive \$605.00, subject to pro rata increase or reduction based on Settlement Class Member participation, 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 online at www.nctenantclassaction.com. The Claim Form must be submitted online or postmarked on or before XXXXX.

- B. **Non-Monetary Relief benefits:** Each member of the Collection Letter Class and the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* and *Stipulation of Dismissal* to obtain a consent motion to remove a judgment for possession obtained by Defendants. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal.

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than XXXXXX. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the 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.nctenantclassaction.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.nctenantclassaction.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.nctenantclassaction.com. You may also contact the Settlement Administrator as indicated below.

Toll-Free: 1-XXX-XXX-XXXX

Email: Info@XXXXX.com

www.nctenantclassaction.com

EXHIBIT G

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

Erica Lewis and Joseph Lewis v. Bridge Property Management, LLC et al., Case No. 18-CVS-9565

Who's included? You received this Notice because Bridge Property Management, LLC, Bridge Property Management, L.C., ROC III NC Mission Capital Crossing, LLC d/b/a Mission Capital Crossing (collectively "Defendants" or "Bridge") 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 July 30, 2014 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.rdraraclassaction.com. You are an **Eviction Fee Class Member** if you are a natural person who, between July 30, 2014 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.**

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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 online at www.rdraraclassaction.com by **XXXXX**. You may also download a Claim Form at www.rdraraclassaction.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 online at www.rdraraclassaction.com. The Claim Form must be submitted online or postmarked on or before **XXXXX**. **Non-Monetary Relief benefits:** Each member of the Collection Letter Class and the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a **Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)** and **Stipulation of Dismissal** to obtain a consent motion to remove a judgment for possession obtained by Defendant. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal. To obtain information about Cash benefits available only to Eviction Fee Class Members, please refer to the Notice that is available at www.rdraraclassaction.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 Defendant about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.rdraraclassaction.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.rdraraclassaction.com often for updates.

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Lewis v. Bridge Property Management, LLC
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

LEGAL NOTICE

If, between July 30, 2014 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Bridge Property Management, LLC, 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.

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EXHIBIT H

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

Erica Lewis and Joseph Lewis v. Bridge Property Management, LLC et al., Case No. 18-CVS-9565

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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 online at www.orderofdismission.com by XXXXX. You may also download a Claim Form at www.orderofdismission.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. Each Eviction Fee Class Member will be eligible to receive \$605, subject to pro rata reduction increase or reduction based on Settlement Class Member participation, 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 online at www.orderofdismission.com. The Claim Form must be submitted online or postmarked on or before XXXXX. **Non-Monetary Relief benefits:** Each member of the Collection Letter Class and the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* and *Stipulation of Dismissal* to obtain a consent motion to remove a judgment for possession obtained by Defendants. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal.

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EXHIBIT 2



WHITFIELD BRYSON
& MASON LLP
ATTORNEYS AT LAW

FIRM RESUME

FIRM PROFILE

With offices located in Washington, D.C., Raleigh, North Carolina, Madisonville, Kentucky, and Nashville, Tennessee, Whitfield Bryson & Mason LLP is dedicated to representing plaintiffs in class actions, mass torts and individual actions in courts throughout the United States. Founded in January 2012, the firm was created by a merger of three firms with decades of experience representing plaintiffs.

FIRM RESUME Attorney Profiles

John C. Whitfield Founding Partner

For nearly 30 years, John has been one of Kentucky's premier trial attorneys. He has represented numerous injured parties in the Paducah, Ohio Valley and Western Kentucky areas. He has concentrated primarily on complex civil litigation cases, and over his career has brought to settlement or judgment over 30 cases in excess of a million dollars each.

John is certified as a civil trial specialist by the National Board of Trial Advocacy* and has represented individuals in all walks of life against negligent workplace practices, reckless physicians, predatory businesses, and inattentive automobile and truck drivers.

Throughout his career, John has represented scores of patients who have been the victims of medical negligence, obtaining verdicts and settlements in both state and federal courts. He has handled cases for landowners victim to fraudulent mine royalty practices, for homeowners whose homes and business contained defective concrete, and for Kentucky residents who were overcharged for premium insurance taxes. In addition, John's trial experience extends to the defense of individuals in criminal cases.

John is a frequent lecturer of litigation subjects with the Kentucky Justice Association and American Association for Justice, and has been recognized as a Kentucky Super Lawyer. He is AV rated by the Martindale-Hubbell rating service.

Daniel K. Bryson Founding Partner

Dan is one of the nation's most respected and experienced attorneys in the area of construction product defect litigation involving mass torts, class actions or individual lawsuits (condominiums and multi-family).

For over 25 years, Dan has focused his practice on complex civil litigation, successfully representing thousands of owners in a wide variety of defective construction product suits, class actions, and various mass torts and recovering more than \$1.25 billion for his clients in numerous states throughout the country. He frequently collaborates with other attorneys in order to assemble the most effective team possible. Dan has also been lead or co-lead or steering committee member in a number of successful MDL or class actions.

Dan is a frequent lecturer and writer on a variety of defective construction products, insurance, and consumer mass tort related disputes. See his attorney profile at www.wbmllp.com for a partial listing. He has been quoted by a variety of media outlets over the years including the Wall Street Journal, Washington Post, New York Times and Lawyers Weekly to name a few. He has been named as a member of the Legal Elite and Super Lawyers in North Carolina on numerous occasions. He has been awarded the designation of one of the Top 25 lawyers in Raleigh by Charlotte Magazine for a number of years including 2018. Dan is the past chair of the NC Bar Association, Construction Law Section.

Dan's recent experience includes serving as co-lead counsel in Outer Banks Power Outage Class Action Litigation and lead counsel in the settled class actions involving improperly collected water and sewer capacity fees against the Town of Holly Springs, City of Belmont, and the Town of Apex in North Carolina. Dan has also served as lead counsel in MDL No. 2333 against MI Windows and Doors in Federal Court in Charleston, SC before the Honorable Judge David Norton. He is co-lead counsel in a MDL 2495 against Atlas Roofing Corporation in Federal Court in Atlanta, GA before the Honorable Judge Thomas Thrash, Jr. He has also served as a member of the Plaintiffs' Steering Committee (Co-chair Science and Expert Committee) for the MDL 2047 involving Chinese Drywall. A settlement valued at over \$1 billion was approved in 2013 involving one of the primary defendants, Knauf Plasterboard Tianjin and hundreds of other defendants and insurance companies. Dan served on the trial team in Federal Court in Louisiana before the Honorable Eldon Fallon for each of the three Chinese Drywall bellwether cases.

He has also won a number of impressive jury and trial verdicts in building defect cases through the years involving windows and numerous other building products. Earlier in his career, Mr. Bryson also secured substantial sums for thousands of homeowners throughout the country who had a synthetic stucco on their homes called Exterior Insulation Finish System ("EIFS"), which caused water damage. On another occasion, he secured substantial sums for thousands of homeowners throughout Western Kentucky who had cracking concrete as a result of alkali carbonate reaction.

Dan is an 1983 graduate of the University of North Carolina at Chapel Hill, and received his law degree, with honors, from Wake Forest University in 1988.

Gary E. Mason
Founding Partner and Chairman

Gary is a nationally recognized leader of the class action bar. Focusing on consumer class actions and mass torts, Gary has recovered more than \$1.5 billion in the 22 years he has represented plaintiffs.

With his broad experience, Gary is nationally known for representing consumers in class actions involving a wide range of defective products, including Chinese drywall, fire retardant plywood, polybutylene pipe, high-temperature plastic venting, hardboard siding, pharmaceutical products, consumer electronics and automobiles.

Gary has served in leadership positions in many consumer class actions in State and Federal Courts nationwide as well as in Multi-District Litigation. Gary writes and speaks frequently on topics related to class action litigation. He was the 2012-2013 Co-Chair of the Class Action Litigation group for the American Association for Justice. He has repeatedly been named as a Washington, DC Superlawyer for Class Actions.

Gary graduated magna cum laude, Phi Beta Kappa, from Brown University in 1984 and earned his law degree from Duke University Law School. He then clerked for the Honorable Andrew J. Kleinfeld, U.S. District Court Judge, in Anchorage, Alaska.

Scott C. Harris
Managing Partner

Scott's practice is focused on fighting for individuals and homeowners in complex litigation, including construction defect, mass tort, product liability, and wrongful death litigation. Scott has played a key role in securing substantial verdicts and settlements in a variety of cases, including a multi-million dollar verdict in favor of homeowners for a developer's unfair and deceptive advertising and shoddy road construction, a legal malpractice case, and several defective condominium construction cases.

Scott earned his law degree from Wake Forest University School of Law in 2006 and his Bachelor of Arts from Hampden-Sydney College, in 2001. While at Hampden-Sydney College, Scott was Chairman of the Honor Committee and a member of the national leadership honor Society, Omicron Delta Kappa. Scott was named to the *Super Lawyers' Rising Stars* list as one of the top up-and-coming attorneys in North Carolina for 2010 and 2012-2018 and selected for inclusion in *Business North Carolina* Legal Elite for 2013.

Matthew Lee
Partner

Matt, for the last 10 years, has focused his practice on fighting for people who need help. Too often, a large corporation will run roughshod over the rights of individuals and homeowners who look up one day to find the deck stacked against them with nowhere to turn. Matt takes great pride in being part of a firm that's committed to standing shoulder to shoulder with its clients to fight and win these battles against what sometimes seem like impossible odds.

Matt earned his law degree from Wake Forest University School of Law in 2006 and his Bachelor of Arts from The Catholic University of America, *cum laude*, in 2001. While at Wake Forest, Matt was the 2005 Zeliff Trial Competition Champion, a regional finalist at the 2006 American Association for Justice (AAJ) Trial Advocacy Competition, the AAJ Student Chapter President, and was selected as a member of the Order of Barristers. In addition, Matt spent several months clerking for the United States Attorney's Office in Greensboro, North Carolina.

Matt is a graduate of Leadership Raleigh 25 with the Greater Raleigh Chamber of Commerce and co-chair of the American Association for Justice (AAJ) Trial Advocacy Competition in Raleigh, NC.

Matt handles complex litigation, primarily construction defect, product liability, business disputes, and wrongful death cases, and has secured substantial verdicts and settlements in a variety of matters, including multi-million dollar verdicts for homeowners associations in construction defect litigation and large settlements in wrongful death and product liability cases.

Caroline Ramsey Taylor
Partner

Caroline is a partner focusing her practice on complex civil litigation and personal injury. After clerking for Whitfield Bryson & Mason during the summer of 2012, she officially joined the firm in March 2013, and actively practices in both the firm's Nashville and Kentucky offices. Caroline graduated magna cum laude from the University of Louisville Brandeis School of Law, where she completed law school in just two and a half years. While in law school she was on the University of Louisville Law Review (Volume 50) and was also a member of Law Students for Justice (law school division of AAJ). Caroline received her bachelor's degree from Western Kentucky University, where she graduated summa cum laude with a bachelor's degree in Corporate and Organizational Communication and a minor in Marketing.

Caroline is a member of the American Association of Justice (AAJ) and is currently the Chair for the Railroad Section of AAJ. Caroline also serves on the Board of Governors for AAJ as the Revitalization Member for Tennessee. She is an active member and serves on the Board of Directors of the Tennessee Trial Lawyers Association. She was recently included in *The Best Lawyers in America* 2020 Edition for Personal Injury Litigation, and was selected by the National Academy of Personal Injury Attorneys as a Top 10 Personal Injury Attorney in Tennessee Under Age 40, Top 40 Litigation Lawyer Under 40 for the state of TN in 2018, and as a "Top 40 Under 40" by The National Trial Lawyers. Additionally, she was appointed to the Tennessee Bench & Bar Committee.

Martha Geer
Senior Counsel

Judge Martha Geer has a combination of experience that few attorneys possess and clients find invaluable. She has practiced for more than two decades as a respected litigator and appellate advocate and served for more than 13 years as a rarely-reversed appellate judge. As a trial lawyer and board-certified appellate specialist, Judge Geer is known for obtaining cutting-edge and precedent-setting victories in a diverse set of practice areas, including consumer protection, ERISA, environmental, securities, labor and employment law, antitrust and trade regulation, contingent commercial litigation, and civil rights litigation.

Judge Geer received her B.A. summa cum laude from Bryn Mawr College and her J.D. with high honors from the University of North Carolina School of Law where she was a Morehead Fellow (a merit-based full scholarship) and served as Managing Editor of the North Carolina Law Review.

Following law school, Judge Geer joined Paul Weiss, one of the top law firms in the country where she represented corporate clients in class actions, shareholder litigation, and

commercial disputes. Subsequently, she was a partner with two leading North Carolina plaintiffs' firms (a founding member of the second firm) and represented plaintiffs in a wide range of complex civil litigation, including both class actions and individual cases.

She was first elected to the North Carolina Court of Appeals in 2002. In 2010, because of her reputation as a fair and impartial judge, she garnered strong bipartisan support that resulted in her winning re-election by a 20-point margin. During her tenure on the Court, Judge Geer heard more than 3,800 appeals, authored more than 1,350 opinions, and had her opinions reversed less than 2% of the time. She left the Court of Appeals to become a partner at Cohen Milstein Sellers & Toll LLP, a leading plaintiffs' class action firm, and founded its Raleigh office. In October 2019, she joined Whitfield Bryson & Mason.

Judge Geer is a highly sought-after teacher of continuing education programs for both judges and lawyers. As a trial and appellate lawyer, she has been regularly recognized in *The Best Lawyers in America*, most recently (2018, 2019, and 2020 eds.) in the areas of appellate practice and mass tort/class actions. Prior to joining the bench, she was selected by *Business North Carolina* as one of North Carolina's "Legal Elite."

Jeremy R. Williams **Attorney**

Jeremy is an associate in WBM's litigation practice, with a focus class action and mass tort actions. He primarily focuses on representing consumers who have been the unfortunate victims of poor manufacturing processes, as well as consumers who have been harmed by violations of consumer protection statutes.

Jeremy has taken on leadership roles in many national class actions. More specifically, Jeremy has played an integral role in MDL No. 2495, against Atlas Roofing Corp., and MDL No. 2577 against Building Materials of America, d/b/a GAF. In both cases, Jeremy has drafted pleadings, briefs, memorandums, taken and defended depositions, and has worked directly with expert witnesses regarding the inspections and testing of the defective products at issue.

Jeremy joined the firm in 2013 as a law clerk while completing a dual degree program that enabled him to earn his law degree and his MBA. He graduated law school from Campbell University School of Law and earned his MBA from North Carolina State University as one of the first members of the dual degree program offered between the two schools. He received his bachelor's in sport and event management in 2010 from Elon University. Jeremy is also a member of the American Association for Justice as well as the North Carolina Advocates for Justice and has served on the board of directors for several non-profit organizations. Jeremy was named to the *Super Lawyers' Rising Stars* list as one of the top up-and-coming attorneys in North Carolina for 2018 and 2019.

Patrick M. Wallace
Attorney

Patrick is an associate in WBM's litigation practice, with a focus complex litigation, including consumer class actions, multi-district litigation, and qui tams. He focuses his nationwide practice on representing individuals and entities who have been the unfortunate victims of defective products and corporate misconduct.

During his practice Patrick has served integral roles in several class actions, including in In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing and Sales Practices Litigation (MDL No. 2743), In re Windsor Windows Wood Clad Windows Products Liability Litigation (MDL No. 2688), Smith v. Floor and Decor Outlets of America, Inc. (N.D. Ga.); In re Outer Banks Power Outage Litigation (E.D.N.C.), and Elliott v. KB Home Raleigh-Durham (N.C. Super. Ct.).

Patrick joined the firm in 2015 after completing a judicial clerkship with the Hon. Catharine R. Aron, Chief Judge for the United States Bankruptcy Court for the Middle District of North Carolina. He received his law degree from Wake Forest University School of Law, where he was a member of Moot Court and competed on the American Association for Justice trial team for two years. At graduation Patrick was selected by the law faculty for the Order of the Barristers. He received his Bachelor of Arts degree from the University of Illinois at Urbana-Champaign in 2009. In 2019, Patrick was named to the Super Lawyers' Rising Stars list as one of the top young attorneys in North Carolina.

Danielle L. Perry
Attorney

Danielle is an associate in WBM'S litigation practice, with a focus on protecting employee and consumer rights through class action lawsuits.

Danielle joined WBM in 2016, after practicing in a Plaintiff's class action firm in Los Angeles, where she worked as an advocate for both victims of consumer fraud and for employees who were being deprived of pay and not provided with legally required meal and rest periods. Focusing on California's complex wage and hour laws, Danielle spent much of her time working on lawsuits brought to recover lost wages and penalties for banking, manufacturing, retail, and property management employees.

Danielle received her law degree from Loyola Law School, while holding an externship as a law clerk for the Honorable Victoria Chaney of the California Court of Appeals, worked with the Labor Division of the Los Angeles Office of the City Attorney, and was a Board Member for the Public Interest Law Foundation. She received her Bachelor of Arts degree from the University of California, Berkeley.

Hunter Bryson
Attorney

Hunter is an associate in WBM's litigation practice, with a focus on defective construction products and construction defect claims. He primarily focuses on representing owners who have been the unfortunate victims of poor manufacturing processes, as well as homeowners and commercial developers whose properties have been subjected to shoddy construction practices.

Hunter joined WBM in 2016, after working as a law clerk for the firm, where he assisted in standing up for the rights of injured consumers on a daily basis.

Hunter earned his law degree from Campbell University School of Law in 2016. While at Campbell Law, he was elected as a justice to the honor court, a group leader for the peer mentor program, and a participant in the Campbell Law Connections program. Hunter earned his Bachelor of Arts degree from the University of North Carolina Chapel Hill, double majoring in Political Science and Economics. During the summer, Hunter interned for Themis Law Chambers in Cape Town, South Africa.

Harper T. Segui
Attorney

Harper T. Segui is an experienced trial lawyer who focuses her practice on construction litigation, products liability litigation, and other types of complex litigation. Harper's clients have come to know her for her compassion and her dogged pursuit of justice.

Harper attended the University of Central Florida where she obtained her Bachelor of Science before attending the Walter F. George School of Law at Mercer University. After graduating from law school in 2006, Harper practiced family law and general litigation in the Atlanta area for approximately a year before moving to Charleston, South Carolina. Once in Charleston, Harper refocused her work to Plaintiffs' litigation and has continued that work ever since. Since 2009, Harper's primary focus has been representing homeowners in complex litigation and class actions, including construction defects and product liability. She has served as co-class counsel in several class actions, and has played an active role in multidistrict litigation involving defective products. Harper has also contributed to substantial settlements in a variety of cases, as well as a multi-million dollar jury verdict in favor of homeowners for a developer's shoddy construction of townhomes in South Carolina.

Drew Hathaway
Attorney

As an attorney at Whitfield, Bryson & Mason, LLP, Drew Hathaway focuses on representing consumers in complex litigation. His primary focus is on product liability and consumer protection class actions both in the United States and internationally throughout Europe. Along with product liability cases, Drew currently represents the elderly in North Carolina's first ever class action against an adult care home chain for understaffing their

facilities. In addition to representing harmed consumers against some of the largest corporations in the world, Drew also represents commercial real estate owners in lawsuits related to defective construction.

Drew graduated from The University of North Carolina at Chapel Hill in 2003. While studying, he was a member of the varsity swim team at Chapel Hill. Drew earned his J.D. from Campbell University School of Law in 2007. While at Campbell, Drew was a member of the National Moot Court Team, inducted into the Order of Old Kivett and was an editor for the Campbell Law Observer.

Drew spent the first eight years of his career practicing as a defense lawyer with a primary focus on medical malpractice and commercial litigation. Drew has extensive trial experience and has received numerous honors as a trial attorney including recognition as North Carolina Super Lawyers Rising Stars, a peer selection for the top 2.5% of North Carolina Lawyers under the age of 40.

Since 2007, Drew has been on the board of directors for Vidas De Esperanza. Vidas is a 501(c)(3) non-profit that provides free health care and educational opportunities to the underserved in North Carolina and in Mexico. Drew is a member of the Public Justice Foundation, the American Association for Justice, the North Carolina Advocates for Justice, the Wake County Bar Association and the North Carolina Bar Association.

Erin Ruben Attorney

Erin Ruben focuses her practice on civil litigation, though she brings a wide range of experience in both civil and criminal law. Erin began her career in 2006 as a public defender with Virginia's Indigent Defense Commission, where she represented the county's most vulnerable defendants in criminal matters before judges and juries in the district and circuit courts of Fairfax County and in the Virginia Court of Appeals. After relocating to North Carolina in 2009, she began her civil litigation practice, primarily representing plaintiffs in medical malpractice, personal injury, and employment matters. From 2015-2017, she also owned and operated a small business with a retail location in Raleigh, NC, which provided her with a wealth of practical experience she has been able to apply to her practice. Erin is passionate about protecting and defending the rights and dignity of her clients through zealous, compassionate legal advocacy.

Erin earned her J.D. from Wake Forest University School of Law in 2006, where she was a member of the Moot Court Board. Erin obtained a Bachelor of Business Administration (B.B.A.) in Marketing from the University of Georgia in 2003, in addition to a Certificate in Personal and Organizational Leadership from UGA's Institute for Leadership Advancement. While at UGA, Erin was honored to be named a Leonard Leadership Scholar, recognizing her academic achievement and demonstrated leadership.

Devon Landman
Attorney

Devon Landman is an experienced litigator who focuses her practice on civil litigation, criminal defense, and personal injury. As a former prosecutor, Devon previously fought for those who have been wronged by crimes. She now diligently, meticulously, and vigorously fights for those who have been wronged by others' negligence. She also passionately defends the rights of those accused of crimes and helps secure a fair outcome that allows them to move on with their lives.

Devon earned her undergraduate degree in Communications and Information Sciences from the University of Alabama in 2014. She earned her Juris Doctor degree from Belmont University College of Law in 2017. While in law school, Devon worked at both the Federal Public Defender's Office in downtown Nashville and the State Attorney's Office in the 18th Judicial Circuit in Viera, Florida.

After graduating law school, Devon joined the Florida Bar in September 2017. Upon licensure, she was an Assistant State Attorney for the State of Florida, prosecuting crimes on behalf of the State. During her time as an Assistant State Attorney, she served on the Board of Directors for the Brevard County Bar Association's Young Lawyers Division.

In the summer of 2019, Devon moved back to Nashville and became licensed in the State of Tennessee. She is a member of the Tennessee Bar Association and its Young Lawyers Division, the Nashville Bar Association, the Tennessee Trial Lawyers Association, and Lawyers' Association for Women – Marion Griffin Chapter. She is also a member of the American Association of Justice (AAJ).

Notable WBM Class Action Cases

Antitrust

In re: TFT-LCD (Flat Panel) Antitrust Litigation, No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly \$1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

Appliances

Ersler, et. al v. Toshiba America et. al, No. 07- 2304 (D.N.J.) (settlement of claims arising from allegedly defective television lamps) (2009).

Maytag Neptune Washing Machines (class action settlement for owners of Maytag Neptune washing machines).

Stalcup, et al. v. Thomson, Inc. (Ill. Cir. Ct.) (\$100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio

when receiving broadcast data packages that were longer than reasonably anticipated or specified) (2004).

Hurkes Harris Design Associates, Inc., et al. v. Fujitsu Computer Prods. of Am., Inc. (settlement provides \$42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5" IDE hard disk drives) (2003).

Turner v. General Electric Company, No. 2:05-cv-00186 (M.D. Fla.) (national settlement of claims arising from allegedly defective refrigerators) (2006).

Automobiles

In re General Motors Corp. Speedometer Prods. Liability Litig., MDL 1896 (W.D. Wash.) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers) (2007).

Baugh v. The Goodyear Tire & Rubber Company (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program) (2002).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (Bergen Cty. Super. Ct, NJ 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of \$12 million fund; 7th largest judgment or settlement in New Jersey) (2007).

Berman et al. v. General Motors LLC, Case No. 2:18-cv-14371 (S.D. Fla.) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Civil Rights

In re Black Farmers Discrimination Litigation, Case No. 1:08-mc-00511 (D.D.C.) (\$1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans) (2013).

Bruce, et. al. v. County of Rensselaer et. al., Case No. 02-cv-0847 (N.D.N.Y.) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses) (2004).

Commercial

In re: Outer Banks Power Outage Litigation, 4:17-cv-141 (E.D.N.C) (Co-Lead Counsel; \$10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage) (2018)

Construction Materials

Cordes et al v. IPEX, Inc., No. 08-cv-02220-CMA-BNB (D. Colo.) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee) (2011).

Elliott et al v. KB Home North Carolina Inc. et al 08-cv-21190 (N.C. Super. Ct. Wake County) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier)(2017)

In re: Pella Corporation Architect and Designer Series Windows Marketing, Sales Practices and Products Liability Litigation, MDL No. 2514 (D.S.C.)(class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

In re MI Windows and Doors, Inc., Products Liability Litigation, MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

In re: Atlas Roofing Corporation Chalet Shingle Products Liability Litig., MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

Helmer et al. v. Goodyear Tire & Rubber Co., No. 12-cv-00685-RBJ (D. Colo. 2012) (class action arising from allegedly defective radiant heating systems; Colorado class certified, 2014 WL 3353264, July 9, 2014)).

In re: Zurn Pex Plumbing Products Liability Litigation, No. o:08-md-01958, MDL No. 1958 (D. Minn.) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement) (2012).

Hobbie, et al. v. RCR Holdings II, LLC, et al., No. 10-1113 , MDL No. 2047 (E.D. La.) (\$30 million settlement for remediation of 364 unit residential high-rise constructed with Chinese drywall) (2012).

In re: Chinese Manufactured Drywall Products Liability Litigation, No. 2:09-md-02047, MDL No. 2047 (E.D. La.) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee) (2012).

Galanti v. Goodyear Tire & Rubber Co., No. 03-209 (D.N.J. 2003) (national settlement and creation of \$330 million fund for payment to owners of homes with defective radiant heating systems) (2003).

In re Synthetic Stucco Litig., Civ. Action No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million).

In re Synthetic Stucco (EIFS) Prods. Liability Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individuals homeowners in lawsuits against homebuilders and EIFS manufacturers).

Posey, et al. v. Dryvit Systems, Inc., Case No. 17,715-IV (Tenn. Cir. Ct) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants) (2002).

Sutton, et al. v. The Federal Materials Company, Inc., et al., No. 07-CI-00007 (Ky. Cir. Ct) (Co-Lead Counsel; \$10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Staton v. IMI South, et al. (Ky. Cir. Ct.) ((Co-Lead Counsel; class settlement for approximately \$30 million for repair and purchase of houses built with defective concrete).

In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litigation, No. 15-cv-0018, MDL No. 2577 (D.N.J.) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

Bridget Smith v. Floor and Decor Outlets of America, Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation MDL No. 1:15-md-2627 (E.D.Va.) (Formaldehyde case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing, Sales Practices Litigation MDL No. 1:16-md-2743 (E.D.Va.) (Co-Lead Counsel; Durability case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Windsor Wood Clad Window Products Liability Litigation MDL No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Allura Fiber Cement Siding Products Liability Litigation MDL No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

Environmental

Nnadili, et al. v. Chevron U.S.A., Inc., No. 02-cv-1620 (D.D.C.) (\$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station) (2008).

In re Swanson Creek Oil Spill Litigation, No. 00-1429 (D. Md.) (Lead Counsel; \$2.25 million settlement of litigation arising from largest oil spill in history of State of Maryland) (2001).

Fair Labor Standards Act/Wage and Hour

Craig v. Rite Aid Corporation, Civil No. 08-2317 (M.D. Pa.) (FLSA collective action and class action settled for \$20.9 million) (2013).

Stillman v. Staples, Inc., Civil No. 07-849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for \$2.5 million; national settlement approved for \$42 million) (2010).

Lew v. Pizza Hut of Maryland, Inc., Civil No. CBB-09-CV-3162 (D. Md.) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages) (2011).

Financial

Roberts v. Fleet Bank (R.I.), N.A., Civil Action No. 00-6142 (E. D. Pa.) (\$4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.") (2003).

Penobscot Indian Nation et al v United States Department of Housing and Urban Development, N. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act) (2008).

Impact Fees

Town of Holly Springs, No. 17-cvs-6244, 17-cvs-6245, 18-cvs-1373 (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$7.9 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the town) (2019).

Larry Shaheen v. City of Belmont, No. 17-cvs-394 (Gaston Co., NC) (Court appointed Class Counsel; Class action settlement with a \$1.65 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the city) (2019).

Upright Builders Inc. et al. v. Town of Apex, No. 18-cvs-3720 & 18-cvs-4384, (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$15.3 million fund for builders and developers to recover improper capacity replacement and transportation paid fees to the town) (2019).

Insurance

Young, et al. v. Nationwide Mut. Ins. Co, et al., No. 11-5015 (E.D. Ky.) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium

payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir., 2012); settlements with all defendants for 100% refund of taxes collected) (2014).

Nichols v. Progressive Direct Insurance Co., et al., No. 2:06cv146 (E.D. Ky.) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of \$2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of \$1.75 million) (2012).

Privacy/Data Breach

In Re: U.S. Office of Personnel Management Data Security Breach Litigation, No. 15-1393 (ABJ), MDL No. 2664 (D.D.C.) (court appointed interim Liaison Counsel).

In re Google Buzz Privacy Litigation, No. 5:10-cv-00672 (N.D. Cal.) (court-appointed Lead Class Counsel; \$8.5 million cy pres settlement) (2010).

In re: Dept. of Veterans Affairs (VA) Data Theft Litig., No. 1:2006-cv-00506, MDL 1796 (D.D.C.) (Co-Lead counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a \$20 million fund for affected veterans and a cy pres award for two non-profit organizations) (2009).

In re: Adobe Systems Inc. Privacy Litigation, No. 5:13-cv-05226 (N.D. Cal. 2015) (settlement requiring enhanced cyber security measures and audits) (2015).

EXHIBIT 3

MAGINNIS LAW, PLLC FIRM RESUME

I. FIRM PROFILE:

Maginnis Law, PLLC is a Raleigh civil litigation firm representing clients in consumer protection, personal injury, business litigation, and employee rights disputes. Since 2009, our firm has represented hundreds of clients in all of North Carolina's federal courts, the North Carolina Court of Appeals, and many of North Carolina's Superior Courts.

II. ATTORNEY PROFILES:

Edward H. Maginnis

Attorney

Ed is the managing member of Maginnis Law, PLLC. Ed's practice is focused on consumer protection and business litigation matters. He has served as lead counsel and class counsel in numerous matters where substantial jury verdicts, settlements, arbitration awards, and appellate victories were secured on behalf of consumers and North Carolina businesses.

Ed earned his law degree from The University of Virginia School of Law in 2004 and his Bachelor of Arts from the University of Virginia in 2001. Ed has served previously as the Chair for Consumer Areas of Practice at the North Carolina Advocates for Justice, is a member of the National Association of Consumer Advocates, and has taught multiple CLEs relating to consumer protection laws and the management of small law firms. Prior to his move to North Carolina and opening of his own law firm, Ed practiced in Washington D.C. at two large law firms, with occasional focus on defending class action law suits.

T. Shawn Howard

Attorney

Shawn is an associate with the firm and serves as lead counsel on the firm's personal injury matters. Shawn has served as lead counsel in numerous matters where substantial jury verdicts or settlements were secured on behalf of North Carolinians who have been seriously injured. Shawn has also represented the North Carolina Advocates for Justice, as *amicus curiae*, in front of the North Carolina Court of Appeals, the North Carolina Supreme Court, and the United States Court of Appeals for the Fourth Circuit.

Shawn joined the firm in 2011 after working previously at an insurance defense firm in Durham. Shawn earned his law degree from the University of North Carolina School of Law in 2010 and his Bachelor of Arts from the University of North Carolina in 2007. Shawn was named to the Super Lawyers' Rising Stars list as one of the top up-and-coming attorneys in North Carolina for 2016, 2017, 2018, 2019, and 2020. Shawn was also named to the National Trial Lawyers, Top 40 Under 40 for 2016. Shawn is a member of the North Carolina Advocates for Justice and has presented several CLE courses relating to his areas of practice.

Karl S. Gwaltney
Attorney

Karl is an associate with the firm with a focus on consumer protection and wage and hour disputes. Karl's primary areas of practice relate to the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the North Carolina Debt Collection Act, the North Carolina Collection Agency Act, the North Carolina Wage and Hour Act, and the Fair Labor Standards Act. Karl has served as lead counsel and class counsel in numerous matters where substantial settlements or arbitration awards were secured for North Carolina consumers.

Karl joined the firm in 2012 after graduating from the University of North Carolina School of Law and his Bachelor of Arts from Appalachian State University in 2009. Karl is a member of the National Association of Consumer Advocates, the North Carolina Advocates for Justice, and the North Carolina Bar Association. Karl was named to the Super Lawyers' Rising Stars list as one of the top up-and-coming attorneys in North Carolina for 2017, 2018, 2019, and 2020.

Asa C. Edwards
Attorney

Asa is an associate with the firm with a focus on consumer protection, employment law, and commercial litigation. Asa's primary areas of consumer practice relate to the Fair Credit Reporting Act and mortgage litigation matters. Asa has served as lead counsel or second counsel in numerous matters where substantial jury verdicts or settlements were secured on behalf of North Carolina consumers and businesses.

Asa joined the firm in 2014 after briefly working as a solo practitioner. Asa graduated from the University of North Carolina School of Law in 2013 and obtained his undergraduate degree from the University of South Carolina in 2006. Asa serves as the state chair for North Carolina for the National Association of Consumer Advocates and has presented numerous courses relating to Fair Credit Reporting Act claims to the National Association of Consumer Advocates and local bar associations. Asa was named to the Super Lawyers' Rising Stars list as one of the top up-and-coming attorneys in North Carolina for 2019 and 2020.

Anthony A. Klish
Attorney

Anthony is an associate with the firm with a focus on estate administration guardianship, and wills and trusts. Anthony joined the firm in 2019 after managing his own firm for several years. Anthony graduated from Campbell School of Law, where he was awarded the Law Dean's Scholarship and obtained his undergraduate degree from East Carolina University.

Garrett L. Davis
Attorney

Garrett is an associate with the firm, with a focus on business litigation. Before coming to the firm, Garrett served as a judicial clerk at the North Carolina Court of Appeals. Garrett graduated from

the University of North Carolina School of Law, where he was a member of the North Carolina Law Review, and obtained his undergraduate degree from Appalachian State University, where he graduated magna cum laude.

III. REPRESENTATIVE MAGINNIS LAW, PLLC MATTERS

Note: many individual consumer protection matters resolve themselves with confidential settlements. The Firm is willing to provide more detailed settlement figures upon order of the Court.

- *Barnhill v. First Point Collection Resources, Inc.*, Middle District of North Carolina Case No. 15-cv-892, \$1,200,000 class action settlement for violations of the Fair Debt Collection Practices Act and North Carolina Collection Agency Act
- *Direct List, Inc. v Kessler et al.* Southern District of California Case No. 15-cv-2025, \$2,000,000.00 jury verdict for, *inter alia*, fraud and misappropriation of trade secrets
- *Beard v. Kania et al.*, Hillsborough Superior Court, \$2,930,952.00 wrongful death settlement
- *Vasquez v. Credit One Bank*, JAMS Arbitration No. 1440004877, \$289,000.00 arbitration award for violations of the Telephone Consumer Protection Act and North Carolina Debt Collection Act.
- *Sessoms v. Parrish Realty et al.*, Wake County Case No. 11-CVS-312, verdict for violations of North Carolina Unfair and Deceptive Trade Practices Act, settled for confidential amount after trial.
- *Overby v. Blue Ridge Property Management, LLC*, Superior Court for Wake County Case No. 14-CVS-14275, confidential settlement regarding charging of unlawful fees by apartment complex.
- *Gibson v. Bell Partners, Inc.* Superior Court for Wake County Case No. 13-CVD-7837, confidential settlement regarding charging of unlawful fees by apartment complex.
- *Hager v. Seterus, Inc.*, Western District of North Carolina Case No. 1:15-cv-222, confidential settlement relating to violations of the North Carolina Collection Agency Act.
- *Patterson v. Credit Protection Association, Limited Partnership*, Middle District of North Carolina, Case No. 1:2015-cv-895, confidential settlement for violations of Telephone Consumer Protection Act
- *Withers v. General Information Services, Inc. et al.* Eastern District of North Carolina Case No. 2017-cv-92: confidential settlement relating to Fair Credit Reporting Act claim for actual and punitive damages.
- *Cotton v. Sensible Auto Lending, LLC*, Superior Court for Wake County Case No. 14-CVS-10581, confidential settlement relating to violations of North Carolina Debt Collection Act and Unfair and Deceptive Trade Practices Act.
- *Griffin v. Macy's Credit and Consumer Services, Inc.*, Eastern District of North Carolina Case No. 5:15-cv-00632, confidential settlement for violations of Telephone Consumer Protection Act after plaintiff opted out of class action settlement.
- *Miller v. VW Credit, Inc.*, Western District of North Carolina Case No. 3:2014-cv-00648, confidential settlement relating to violations of Fair Credit Reporting Act.

- *Sauve v. Synchrony Bank*, Eastern District of North Carolina Case No. 5:2016-cv-00700, confidential settlement relating to violations of North Carolina Debt Collection Act and Telephone Consumer Protection Act
- *Miller v. Equifax Information Services, LLC et al.*, Western District of North Carolina, Case No. 5:2016-cv-00059, confidential settlement relating to violations of Fair Credit Reporting Act and North Carolina Debt Collection Act.
- *Worthington v. Equifax Information Services, LLC et al.* Eastern District of North Carolina Case No. 5:2015-cv-00480, confidential settlement relating to violations of Fair Credit Reporting Act.
- *Gamble v. American Express Centurion Bank, et al.*, Eastern District of North Carolina Case No. 5:14-CV-422 (E.D.N.C.), confidential settlement relating to violations of North Carolina Debt Collection Act.
- *Collins v. Credit One Bank, N.A.*, Superior Court for Onslow County Case No. 13-CVS-2582, confidential settlement relating to violations of the Telephone Consumer Protection Act
- *Ebbert v. Ocwen Loan Servicing, LLC*, Superior Court for Orange County Case No. 13-CVS-278, confidential settlement relating to violations of North Carolina Debt Collection Act.
- *Franz et al v. Capital One Bank (U.S.A.), N.A. et al.*, Western District of North Carolina Case No. 2017-cv-133, confidential settlement relating to violations of North Carolina Debt Collection Act and North Carolina Unfair and Deceptive Trade Practices Act
- *Norsworthy v. Michigan Mutual, Inc., et al.*, Eastern District of North Carolina Case No., 5:2015-cv-00067, confidential settlement relating to violations of Real Estate Settlement Procedures Act and Fair Credit Reporting Act
- *Pagliei v. American General Life Insurance Co.*, Superior Court for New Hanover County Case No. 14-CVS-2000, confidential settlement for violations of North Carolina Unfair and Deceptive Trade Practices Act.
- *GRLE, LLC v. Vitale, et al.*, Superior Court for Wake County, Case No. 14-CVS-375, recent trial verdict in business litigation matter.
- *Poole v. Richey*, Superior Court for Chatham County, File No. 16-CVS-242, recent jury verdict settled for confidential amount following trial.
- *Watkins v. Trulite Glass & Aluminum Solutions*, Wake County Case No. 13-CVS-584, confidential settlement in wrongful death case.
- *Finley v. The Steel Network, Inc. et al.* Superior Court for Wake County File No. 13-CVS-9003, confidential settlement relating to violations of the North Carolina Wage and Hour Act

EXHIBIT 4

class counsel and settlement class representative, approving class notice, and scheduling a fairness hearing ("Motion");

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

Class Certification for Settlement Purposes Only

1. The proposed Settlement Agreement submitted with the Motion is preliminarily approved as being within the range of possible final approval;
2. Based upon the submissions of the parties, and for purposes of this settlement only, the Court conditionally makes the following findings:
 - a. The members of the Class defined in the Settlement Agreement are so numerous as to make joinder impracticable;
 - b. There are questions of law and fact common to the Class, and such questions predominate over any questions affecting only individual Class Members;
 - c. Plaintiff's claims are typical of the claims of the Class Members;
 - d. Plaintiff and his counsel can fairly and adequately protect, and have to date fairly and adequately protected, the interests of the Class Members in this action; and
 - e. A class action is superior to other available methods for fairly and efficiently resolving the controversy placed at issue in this Action.

3. Accordingly, for settlement purposes only, pursuant to North Carolina Rule of Civil Procedure 23, the Court provisionally certifies the following classes ("Settlement Classes"):

a. **Collection Letter Class:** All natural persons who (a) at any point between July 30, 2014 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.

b. **Eviction Fee Class:** All natural persons who (a) at any point between July 30, 2014 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.

4. 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.

Class Counsel and Class Representative

5. Edward H. Maginnis and Karl S. Gwaltney of Maginnis Law, PLLC, and Scott C. Harris and Patrick M. Wallace of Whitfield Bryson & Mason LLP are appointed as Class Counsel.
6. Plaintiffs Erica Lewis and Joseph Lewis are appointed as representatives of the Classes.

Preliminary Approval

7. The Settlement Agreement is preliminarily approved as describing a settlement that is within the range of settlements that the Court would find to be fair, reasonable and adequate.
8. The Court's preliminary approval is subject to the right of any Class Member to challenge the Settlement and to show cause, if any exists, why a Final Order and Judgment dismissing this Action based on the Settlement should not be entered, after due and adequate notice has been provided to the Class and a fairness hearing has been held as otherwise ordered herein.
9. The Court finds that the Settlement Agreement resulted from arm's-length negotiations, extensive investigation, and motions practice, and that the proposed settlement is sufficiently fair and reasonable so as to warrant notice thereof to the Class, and to warrant a hearing

concerning the settlement and the terms set forth in the Settlement Agreement.

Fairness Hearing

10. A hearing (the "Fairness Hearing") shall be held before this in Courtroom ____ at 316 Fayetteville St., Raleigh, NC 27601 on May 15, 2020 at 2:00pm to determine whether (a) the Class provisionally certified herein in fact satisfies each of the prerequisites for class certification set forth in N.C. Gen. Stat. §1A-1, Rule 23; (b) the settlement proposal described in the Settlement Agreement is fair, reasonable, and adequate; (c) orders granting final approval of the Settlement, entering final judgment and dismissing Plaintiff's Complaint, as provided in the Settlement, should be entered; and (d) the applications of Class Counsel for the payment of attorneys' fees and expense and Plaintiff's incentive award should be approved.
11. At the Fairness Hearing, the Court will consider any objections presented by the Settlement Class members and the parties' responses to any such objections.

Pre-Hearing Notice

12. The Court finds that the manner and content of the Settlement Notice as set forth in the Settlement Agreement and in the Exhibits to the

Settlement Agreement will provide the best notice practicable to the Class under the circumstances.

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

Requests for Exclusion from Class

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

d. the Class Member's original signature.

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

Objections to Settlement

17. Any Class Member who does not file a timely written request for exclusion may object to the fairness, reasonableness, or adequacy of the settlement.
18. Class Members may not seek to exclude themselves from the Class and file an objection to the proposed settlement, however.
19. Any member of the Class who wishes to object to any aspect of the settlement must deliver to Class Counsel and Defendants' Counsel, and file with the Court, no later than fifteen (15) days after the last day of the Notice Period or as the Court may otherwise direct, a written statement of his/her objection(s).
20. Written objections must include: (i) the objector's name, address,

and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) proof of class membership, and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.

21. Class Members may raise an objection either on their own or through an attorney hired at their own expense.
22. If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement 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 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.

23. Any Class Member who fails to comply with the provisions of the subsections concerning objections shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of the settlement and by all proceedings, orders and judgments in this Action.

Retention of Administrator

24. The Court authorizes Angeion Group to administer certain aspects of the settlement, including providing notice to the Class; establishing and maintaining the Settlement Website; receiving and maintaining correspondence regarding requests for exclusion, intervention and objections to the settlement; responding to inquiries from Class members received through the Settlement Website, or by first-class mail or by telephone; and assisting Defendants' Counsel and Class Counsel with other aspects of the

settlement as necessary and directed by Counsel.

25. Angeion Group will also serve as the Claims Administrator.
26. The Claims Administrator shall perform the following duties: (a) prepare the Notice Plan; (b) disseminate the Notice of Class Settlement; (c) process claim forms and opt-out forms; (d) receive and serve on Class Counsel, 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 the Settlement Agreement, upon request, to Defendants' Counsel, or Class Counsel; (g) carry out other related tasks in accordance with the terms of the Settlement Agreement; and (h) agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Claims Administrator pursuant to the Settlement Agreement and its exhibits and amendments (if any).

Effect of Final Approval

27. If the settlement proposed by the Parties is finally approved, the Court shall enter a separate order approving the settlement, entering judgment and dismissing, with prejudice, the Class Action Complaint.
28. Such order and judgment shall be fully binding with respect to all Class Members and shall release Defendants and the Released Persons, 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; 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 Class Period, from any and all claims or causes of action that are based upon, arise from or are related to, directly or indirectly, the Released Class Claims.

Schedule

29. The following deadlines shall apply unless modified by further order of the Court:

- a. Notices in the form of the Exhibits to the Settlement Agreement shall be sent to Class Members via first class mail and electronic mail, as provided in the Settlement, within 14 days after entry of this Order, on or before March 17, 2020.
- b. The Notices shall be made available through the Settlement Website no later than the date the first Class Notice is sent by e-mail.
- c. The notice period shall run until April 16, 2020.
- d. Any Claim Forms for the Collection Letter Class shall be filled out and submitted on or before May 1, 2020.
- e. Any notices to appear at the Final Approval hearing shall be filed on or before May 1, 2020.
- f. Any exclusions and objections to the Settlement shall be submitted on or before May 1, 2020.
- g. The Fairness Hearing shall be held at 2:00pm on May 15, 2020.
- h. The parties shall file and serve papers in support of final approval of the settlement, including any responses to proper and timely

objections filed thereto, by May 13, 2020.

- i. Class Counsel shall file with this Court their petition for an award of attorneys' fees and reimbursement of expenses and request for incentive awards to the Plaintiff no later than on May 13, 2020.

DATED: _____

SO ORDERED:

North Carolina Superior Court Judge