

STATE OF NORTH CAROLINA **FILED** IN THE GENERAL COURT OF JUSTICE

COUNTY OF WAKE 2020 MAR -2 A B 3 SUPERIOR COURT DIVISION CASE NO. 18-CVS-9565

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

an

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.

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING CLASSES FOR PURPOSE OF SETTLEMENT, DIRECTING NOTICE TO THE CLASSES, AND SCHEDULING FAIRNESS HEARING**

WHEREAS Plaintiffs Erica Lewis and Joseph Lewis ("Plaintiffs") and Bridge Property Management, LLC, Bridge Property Management, L.C., and Roe III NC Mission Capital Crossing, LLC d/b/a Mission Capital Crossing ("Defendants") have entered into a Settlement Agreement, (the "Settlement Agreement" or "Settlement") in the above-captioned matter;

WHEREAS, the Settlement Agreement sets forth the terms and conditions of a proposed class action settlement and Plaintiffs have moved, pursuant to N.C. Gen. Stat. §1A-1, Rule 23, for an Order seeking preliminary approval of a class action settlement, certifying the settlement class, appointing settlement

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 ~~10-C~~<sup>10-C</sup> at 316 Fayetteville St., Raleigh, NC 27601 on May ~~15~~<sup>16</sup>, 2020 at ~~2:00pm~~<sup>10:00a.m.</sup> 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















