PHILADELPHIA COURT OF COMMON PLEAS

PETITION/MOTION COVER SHEET

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ASSIGNED TO JUDGE:	ANSWER/RESPONSE DATE: 11/09/2026

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CONTROL NUMBER: 26104358

(RESPONDING PARTIES MUST INCLUDE THIS NUMBER ON ALL FILINGS)

March (Month) Term, 2025 (Year)

No. 01907

COLBOURNE ETAL VS ODIN PROPERTIES LLC ETAL

Name of Filing Party:
CASEY ALLISON-PLF
DAWN COLBOURNE-PLF
PORTER GRANT-PLF

INDICATE NATURE OF DOCUMENT FILED:
☐ Petition *(Attach Rule to Show Cause)* ☒ Motion
☐ Answer to Petition ☐ Response to Motion

Has another petition/motion been decided in this case? ☒ Yes ☐ No
Is another petition/motion pending? ☒ Yes ☐ No
If the answer to either question is yes, you must identify the judge(s): CRUMLISH, J.

TYPE OF PETITION/MOTION (see list on reverse side)	PETITION/MOTION CODE (see list on reverse side)
MOT/APPRVE CLASS STLMENT PEND	MTACS

ANSWER / RESPONSE FILED TO (Please insert the title of the corresponding petition/motion to which you are responding):

I. CASE PROGRAM

OTHER PROGRAM

Court Type: CLASS ACTION
Case Type: CLASS ACTION

II. PARTIES *(required for proof of service)*
(Name, address and **telephone number** of all counsel of record and unrepresented parties. Attach a stamped addressed envelope for each attorney of record and unrepresented party.)

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III. OTHER

By filing this document and signing below, the moving party certifies that this motion, petition, answer or response along with all documents filed, will be served upon all counsel and unrepresented parties as required by rules of Court (see PA. R.C.P. 206.6, Note to 208.2(a), and 440). Furthermore, moving party verifies that the answers made herein are true and correct and understands that sanctions may be imposed for inaccurate or incomplete answers.

(Attorney Signature/Unrepresented Party)	October 19, 2026 *(Date)*	DANIEL UREVICK-ACKELSBERG *(Print Name)*	*(Attorney I.D. No.)*

The Petition, Motion and Answer or Response, if any, will be forwarded to the Court after the Answer/Response Date.
No extension of the Answer/Response Date will be granted even if the parties so stipulate.

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19 OCT 2026 05:10 pm
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DAWN COLBOURNE, CASEY ALLISON, PORTER GRANT, and all others similarly situated, *Plaintiffs*, v. ODIN PROPERTIES LLC, ET AL., *Defendants*.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL TRIAL DIVISION MARCH TERM, 2025 NO. 1907 CLASS ACTION

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Pursuant to the Pennsylvania Rules of Civil Procedure 1700 *et seq.*, Plaintiffs Dawn Colbourne, Casey Allison, and Porter Grant (collectively, "Plaintiffs") move this Honorable Court for final approval of the settlement reached in the above-captioned class action. Plaintiffs respectfully request that this Court:

1. Find, based upon their settlement agreement and all pleadings, proceedings, and submissions to date, that the settlement agreement is fair, reasonable, just, and adequate; and

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2. Enter final judgment and order all related relief as set forth in the proposed final order and judgment.

In support of their motion, Plaintiffs rely on the accompanying memorandum of law and exhibits.

Dated: October 19, 2026

Respectfully submitted,

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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MATTER BEFORE THIS COURT

Plaintiffs' Motion for Final Approval of Class Action Settlement.

STATEMENT OF QUESTION INVOLVED

Under Pennsylvania Rule of Civil Procedure 1714 and the seven-part test set forth in *Dauphin Deposit Bank & Trust Company v. Hess*, 727 A.2d 1076 (Pa. 1999), and considering (1) that the Settlement provides the largest known per-tenant cash recovery under the applicable provisions of Philadelphia Code and (2) that no class member has objected to the proposed Settlement, should the Court grant Plaintiffs' Motion and finally approve the Settlement?

Suggested answer: Yes.

FACTS

I. Introduction[1]

In November 2024, the City of Philadelphia Department of Licenses and Inspections determined that Bentley Manor, a mixed-income, 71-unit apartment complex in West Oak Lane then owned and operated by Defendants, was an "unsafe structure." Defendants allowed the Property to sit in unsafe status for a period of roughly five months, all while charging and collecting rent from tenants in contravention of local housing and state consumer protection laws. Named Plaintiffs, on behalf of a class of Bentley Manor tenants, commenced this class action with three straightforward goals: force Defendants to make Bentley Manor safe, end the attempt to collect rent allegedly owed for that period, and recover the rent already paid during that same time.

The strategy worked. Soon after the case was filed, Defendants repaired the building and L&I cleared the violations. Now, after more than a year of hard-fought negotiations, Plaintiffs

[1] Unless otherwise defined herein, all capitalized terms have the same meaning ascribed to them in the April 2, 2026 Settlement Agreement.

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respectfully request that this Court approve a settlement agreement with excellent results for the Class: approximately $140,000 in debt forgiveness and cash payments to the 68 Settlement Class Members, amounting to recovery of greater than 60 percent of damages originally claimed and an average economic benefit of $2,085.16 per Settlement Class Member, more than half of which is being provided by cash refunds.

The Settlement is fair, reasonable, and operationalizes Philadelphia law as City Council intended, to the benefit of the class and Philadelphia renters alike. It is worthy of this Court's final approval.

II. The Settlement & Settlement Class Notice

A. The Settlement Negotiations and Preliminary Approval

In March of last year, three Bentley Manor tenants filed this action on behalf of themselves and a similarly situated class of tenants against the building's owners and operators for continuing to charge and collect rent while the building remained in unsafe condition and without a rental license. *See generally* Ex. A, Compl., No. 250301907 (Mar. 13, 2025).[2] They sought rent forgiveness, disgorgement of rent paid, and injunctive relief. *Id.* Shortly after the Complaint was filed, the parties began working in good faith to resolve the matter as they continued to litigate the case. Ex. B, Class Counsel Decl. ¶ 15. By August 2025, after months of sometimes contentious arms' length negotiation, the parties reached an agreement in principle to resolve this action on a class-wide basis. *Id.* ¶¶ 19–20. After the Court granted the Parties' joint motion to stay the litigation pending memorialization of the agreement, Joint Stipulation, No. 250301907 (Aug. 5, 2025), the Parties worked diligently to finalize it. *Id.* ¶¶ 20–21. As part of the agreement-in-principle,

[2] The Complaint also sought an order that the building be restored to a safe and habitable condition but Defendants repaired the structure on or around April 28, 2025, mooting that request for injunctive relief.

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Defendants agreed to provide anonymized rent collection records to allow Plaintiffs to assess the sufficiency of the monetary relief of the Settlement. Class Counsel Decl. ¶ 21.

As negotiations over details of the Settlement Agreement were ongoing, however, Defendants sold Bentley Manor to a non-party in January 2026, necessitating further negotiation of the Settlement's terms. Class Counsel Decl. ¶ 22. Following information exchanges regarding the terms of the sale and an assessment of its impact on the agreement-in-principle, the Parties restarted negotiations to address this development in the settlement papers and to negotiate a cooperation agreement with the new non-party owner. *Id.* In April 2026, following several more rounds of negotiations to further revise the draft Settlement Agreement, the Parties entered into a final Settlement Agreement, which incorporates a separate Cooperation Agreement with Bentley Manor's new non-party owner. *See generally* Ex. C, Settlement Agreement & attached Cooperation Agreement.

This Court preliminarily approved the Settlement Agreement and the Form of and Plan for Notice on July 27, 2026 and certified a Settlement Class of "[a]ll Tenants who entered into a Lease for Tenancy in one or more rental units at the Property, Bentley Manor, for which Defendants charged the Tenant rent for any dates within the Relevant Time Period (12/14/24 through 4/28/25)." Order, No. 250301907 (Jul. 30, 2026) ¶ 1. In the same order, the Court appointed the Public Interest Law Center and Hausfeld LLP as Settlement Class Counsel, appointed named plaintiffs Dawn Colbourne, Casey Allison, and Porter Grant as Settlement Class Representatives, and appointed Angeion Group, LLC as the Settlement Administrator. *Id*. ¶¶ 2–4.

B. The Settlement Benefits and Releases

The Settlement Agreement offers $141,791.07 in direct monetary benefits to the Settlement Class through debt relief and cash refunds related to tenancy during the period between December

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14, 2024, and April 28, 2025 (the "Relevant Period"). Settlement Agreement ¶ I(S). Under the terms of the Settlement Agreement, if approved, Defendants must forgive any unpaid rent or late fees charged to Settlement Class Members for tenancy at Bentley Manor during the Relevant Period. *Id.* ¶ 10. This debt relief totals $66,791.07. Class Counsel Decl. ¶ 7. Defendants will also provide $75,000 in cash refunds to be allocated *pro rata* based on the amount of rent and associated late fees that each Settlement Class Member paid for tenancy during the Relevant Period, compared to the $165,624.81 in rent and associated late fees paid by all Settlement Class Members for tenancy during the Relevant Period. *Id.*; *see also* Settlement Agreement ¶¶ 11–13.[3]

Under the Settlement, the debt relief and cash refunds provide a recovery of approximately 61 percent of the alleged damages (all rent and late fees charged during the Relevant Period) that the Settlement Class suffered because of Defendants' alleged conduct. Class Counsel Decl. ¶ 7. In exchange, all Settlement Class Members will fully release any claims and causes of action asserted in, or that could have been asserted in, the Amended Complaint against all released persons as defined by the Settlement Agreement. Settlement Agreement ¶ 47. As set forth more fully in Plaintiffs' Motion for Attorneys' Fees and Service Awards, the Settlement Agreement further provides for $20,000 in attorneys' fees for Settlement Class Counsel and $2,000 in Service Awards for each of the three Settlement Class Representatives, payable by Defendants separately from the $75,000 Settlement Fund. Settlement Agreement ¶¶ 21–23.

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[3] In their Motion for Preliminary Approval, Plaintiffs indicated that the total debt relief was $66,891.07 and the total amount of rent and fees charged to the Settlement Class during the Relevant Period was $170,663.46. Non-anonymized rental data provided by Defendants following Preliminary Approval by the Court revealed total debt relief to be slightly lower at $66,791.07 and that total rent and late fees paid to be $165,624.81 because one of the tenants is an entity and thus does not qualify as a Settlement Class Member under the Settlement Class Definition. *See* Pls.' Mot. for Prelim. Approval at 10, No. 1907 (June 12, 2026) (defining "Tenants" as "natural persons").

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C. The *Cy Pres* Plan

Pursuant to the Court's Order and the Settlement, cash refund checks that remain uncashed 90 days after issuance will be distributed as *cy pres* funds if the Settlement Administrator cannot locate the recipients and further distribution to Class Members is not reasonably or economically feasible. Settlement Agreement ¶ 14. Consistent with Pennsylvania Rule of Civil Procedure 1716(b), the Settlement Agreement, and this Court's Preliminary Approval Order, any such funds will be divided equally between the Pennsylvania IOLTA Board and Community Legal Services of Philadelphia. *Id.*; Prelim. Approval Order at 10(d), No. 250301907 (July 30, 2026).

D. Notice of Settlement to Class Members and Results of Notice

Pursuant to the Court's Preliminary Approval Order, on or about August 4, 2026, Defendants' counsel provided Angeion with a preliminary file containing Settlement Data, including the names, mailing addresses, and email addresses associated with the Class Members. Ex. D, Decl. of Stephanie Saunders ("Angeion Decl.") ¶ 6. Angeion then reviewed and de-duplicated the class data, and collaborated with Settlement Class Counsel and Defendants' counsel to identify and cure any discrepancies or inconsistencies in the data. *Id.* ¶ 7. Later that month, Settlement Class Counsel and Defendants' counsel jointly provided Angeion with an updated file containing revised Settlement Data concerning the amounts of rent and late fees charged to and paid by the Class Members. *Id.* ¶ 8. Angeion reviewed and processed the updated data file, identified the 68 Class Members, and calculated each Class Member's estimated cash payment and debt relief using updated account information. *Id.*

On September 4, 2026, Angeion issued the Short Form and Long Form Notices, in the manner and form as approved and modified by this Court in the Preliminary Approval Order. *Id.* ¶¶ 9–10; 12–13. Angeion emailed notice to all 51 Class Members with valid email addresses, with

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none returned as undeliverable. *Id.* ¶ 10. It also conducted address verification, including skip-tracing and National Change of Address searches, and mailed individualized notice packets by First-Class Mail to all 68 Class Members. *Id.* ¶¶ 12–13. When 14 mailed notices were returned as undeliverable, Angeion performed additional skip-tracing and re-mailed seven notices to updated addresses. *Id.* ¶ 14. Ultimately, Angeion successfully delivered a notice by mail or email to all but one Class Member. *Id.* ¶ 17. Further, it established a case-specific settlement website containing settlement information, relevant court documents, and applicable deadlines, as well as a dedicated, continuously available toll-free hotline. *Id.* ¶¶ 18; 20. As of this date, the settlement website has received 139 visits and 528 pageviews, and the hotline has received 48 calls totaling 139 minutes. *Id.*

The deadline to object or to request exclusion from the Settlement was October 12, 2026. *Id.* ¶ 21. As of this date, no Class Member has objected to or requested exclusion from the Settlement either before or after the objection and opt-out deadline. *Id.*

E. Attorneys' Fees and Service Awards

On September 28, 2026, Plaintiffs filed their Motion for Payment of Attorneys' Fees & Costs and Settlement Class Representative Service Awards. On September 29, 2026, the Settlement Administrator posted the Fee Application on the Class Website. Angeion Decl. ¶¶ 22. No Class Member has objected to the proposed attorneys' fees award or the requested Class Representative service awards. *Id.*

LEGAL STANDARD

Pennsylvania Rule of Civil Procedure 1714(a) mandates that a class may settle only with "approval of the court after hearing." To approve a settlement, a court must find that the settlement "is fair and reasonable and adequately protects the members of the class." *Buchanan v. Century Fed. Sav. & Loan Ass'n*, 393 A.2d 704, 709 (Pa. Super. Ct. 1978).

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Under certain circumstances, a settlement is entitled to an initial presumption of fairness. This initial presumption of fairness may be established by showing:

> (1) That the settlement has been arrived at by arm's-length bargaining;
> (2) That sufficient discovery has been taken or investigation completed to enable counsel and the court to act intelligently;
> (3) That the proponents of the settlement are counsel experienced in similar litigation; and
> (4) That the number of objectors or interests they represent is not large when compared to the class as a whole.

Milkman v. Am. Travellers Life Ins. Co., 61 Pa. D. & C.4th 502, 514 (C.P. Phila. Mar. 28, 2002); *accord In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 436 (3d Cir. 2016), as amended (May 2, 2016).

Next, the court must determine whether the settlement falls within a "range of reasonableness" using a seven-part test enunciated in *Dauphin Deposit Bank & Trust Co. v. Hess*, 727 A.2d 1076, 1078 (Pa. 1999). This test, closely modeling the Third Circuit Court of Appeals' own rubric, asks the court to consider:

> (1) The risks of establishing liability and damages;
> (2) The range of reasonableness of the settlement in light of the best possible recovery;
> (3) The range of reasonableness of the settlement in light of all the attendant risks of litigation;
> (4) The complexity, expense, and likely duration of the litigation;
> (5) The state of proceedings and the amount of discovery completed;
> (6) The recommendations of competent counsel; and
> (7) The reaction of the class to the settlement.

Id.; *accord Buchanan*, 393 A.2d at 709 (citing *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975)).

ARGUMENT

The Settlement here delivers meaningful results for the class, including what is easily the largest cash refund known to Settlement Class Counsel in a class action brought under

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Philadelphia's Rental License and Certificate of Rental Suitability laws. It is fair, reasonable, and adequate for the Class, falls well within the range of reasonableness, and should be approved.

I. The Settlement is Entitled to an Initial Presumption of Fairness

The Pennsylvania Supreme Court has recognized that "settlements are favored in class action lawsuits." *Dauphin*, 727 A.2d at 1080; *accord Buchanan,* 393 A.2d at 709; *Milkman*, 61 Pa. D & C.4th at 513; *see also Doe v. Delie*, 257 F.3d 309, 322 (3d Cir. 2001) ("The law favors settlement, particularly in class actions and other complex cases, to conserve judicial resources and reduce parties' costs.").

Here, the Settlement Agreement easily satisfies all four elements required for the presumption's application. First, it is the product of over a year of "arm's-length bargaining." *Milkman*, 61 Pa. D. & C.4th at 514. Settlement Class Counsel and Defendants' counsel engaged in over four months of arm's-length bargaining to reach the framework of the Settlement and then over eight months of further arm's-length negotiations to finalize the details, including negotiations with the new owner of Bentley Manor. Class Counsel Decl. ¶¶ 15–16; 19–22.

Second, prior to engaging in those negotiations, Settlement Class Counsel engaged in "sufficient . . . investigation completed to enable counsel and the court to act intelligently." *Milkman*, 61 Pa. D. & C.4th at 514. Settlement Class Counsel "independently investigat[ed] the merits prior to filing the complaint" over a three-month investigation period by contacting two dozen tenants at the Property, personally visiting and surveying the Property, searching and reviewing public records, and developing the legal theories underlying the claims. *In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249, 267 (E.D. Pa. 2012) (applying presumption in part because, "although no formal discovery was conducted . . . [class counsel] conducted informal discovery, including, *inter alia,* independently investigating the merits prior to filing the complaint"); Class Counsel Decl. ¶ 12.

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Settlement Class Counsel also engaged in informal discovery in the course of the settlement negotiations. Prior to reaching the agreement-in-principle in September 2025, Defendants produced an anonymized building-wide rent ledger so Settlement Class Counsel could evaluate the offer against the actual rent and late fees paid or owed. Class Counsel Decl. ¶ 21. Thus, in negotiations with Defendants' counsel, Settlement Class Counsel "were aware of the strengths and weaknesses of their case." *In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d at 436 (applying presumption where "class counsel had undertaken significant informal discovery" including obtaining comprehensive database of putative class members and identifying legal hurdles to putative class members' claims). And they had sufficient information to assess the sufficiency of the Settlement Benefits offered.

Third, "the proponents of the settlement are counsel experienced in similar litigation." *Milkman*, 61 Pa. D. & C.4th at 514. As reflected by this Court's decision to appoint the Public Interest Law Center and Hausfeld LLP as Settlement Class Counsel, counsel have the requisite credentials and experience with similar complex litigation to evaluate and obtain a fair settlement. *Milkman*, 61 Pa. D. & C.4th at 515 (relying on prior court order to evaluate class counsel's credentials and experience). The Public Interest Law Center is a fifty-seven-year-old impact litigation nonprofit that has litigated numerous class actions and high-impact and multi-plaintiff cases, across a number of subject areas, on behalf of low-income Pennsylvania residents.[4] Class Counsel Decl. ¶ 3. And Hausfeld LLP is a global law firm that specializes in class actions with a

[4] *See, e.g.*, *William Penn Sch. Dist. v. Pa. Dep't of Educ.*, 294 A.3d 537 (Pa. Commw. Ct. 2023) (multi-plaintiff action declaring Pennsylvania's system of school funding unconstitutional); *Baker v. Ross*, No. 17-CV-4274 (E.D. Pa. 2017) (appointing Public Interest Law Center as class counsel on behalf of renters in case regarding interplay between Phila. Code §§ 9-3902-3 and federal consumer law).

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track record in both federal litigation as well as Philadelphia-centric impact litigation.[5] Class Counsel Decl. ¶ 4.

Fourth, and finally, while courts consider "the number of objectors or interests they represent," *Milkman*, 61 Pa. D. & C.4th at 514, no member of the Settlement Class has objected to any aspect of the Settlement. Angeion Decl. ¶ 21. Accordingly, all four elements are met, and an initial presumption of fairness should attach to the Settlement.

II. The Settlement Falls Within the Range of Reasonableness and Satisfies Each of the Seven Factors Set Forth under the *Dauphin* Test

Each of the seven *Dauphin* factors weigh in support of the Settlement. Accordingly, the Settlement falls squarely within the "range of reasonableness" and should be approved.

A. Reasonableness in Light of the Risks of Establishing Liability and Damages

"One very significant factor in determining whether a settlement is reasonable is the risk involved in proving liability and damages." *Treasurer of Conn. v. Ballard Spahr, Andrews & Ingersoll LLP*, 886 A.2d 479, 484 (Pa. Commw. Ct. 2005); *see also Fischer v. Madway*, 485 A.2d 809, 812 (Pa. Super. Ct. 1984). Indeed, this factor, which is "probably the most important," *Buchanan*, 393 A.2d at 711, requires a court to "examine what the potential rewards (or downsides) of litigation might have been had class counsel decided to litigate the claims rather than settle them

[5] Hausfeld LLP currently holds court-appointed leadership positions in dozens of complex cases across the country involving economic and social justice issues, including in Philadelphia. *See, e.g.*, *Anaya v. Cencora, Inc.*, No. 24-CV-2961, ECF Nos. 75, 135-1 & 139 (E.D. Pa.) (appointed interim co-lead class counsel and Settlement Class Counsel for a class of more than 10 million class members whose personal healthcare information was compromised in a data breach which resulted in a $40 million settlement); *In re Generic Pharm. Pricing Antitrust Litig.*, No. 16-MD-2724, ECF nos. 2171, 3520-1, 3706, 3695-1, 3697-1, 3913-1, 3974 (E.D. Pa.) (appointed to Plaintiffs Steering Committee in multidistrict litigation alleging dozens of pharmaceutical companies agreed to fix prices of more than 100 generic drugs which has resulted in settlements totaling over $350 million thus far).

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and balance the likelihood of success if the case were taken to trial against the benefits of immediate settlement." *Milkman*, 61 Pa. D. & C.4th at 533 (internal quotations omitted); *see also In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256 (D. Del. 2002) ("*Warfarin I*"), aff'd 391 F.3d 516, 537 (3d Cir. 2004) ("*Warfarin II*").

Plaintiffs believe that Defendants' liability in this case is clear. Philadelphia law plainly sets forth that, to collect rent, landlords must have a valid rental license and must resolve certain code violations within 30 days. Phila. Code § 9-3902(1)(a); Phila. Code § 9-3903(d). And it is a matter of public record that, during the relevant time period, Defendants failed to maintain a valid rental license and that Defendants failed to resolve the Unsafe Violation within thirty days.[6] Defendants do not dispute this, nor do they dispute that they continued to collect rent during that period. *See* Prelim. Obj. ¶¶ 12–14; 16–20, No. 250301907 (May 15, 2025). Rather, in their Preliminary Objections and throughout negotiations, Defendants vigorously disputed the legal sufficiency of Plaintiffs' claims, arguing that each count in the Complaint should be dismissed as a matter of law. *See generally* Prelim. Obj. ¶¶ 22–24; 54–55; 65–68.

While Plaintiffs are confident in their rebuttals to Defendants' arguments, "there is no guarantee that the preliminary objections," which would be renewed in response to the Amended Complaint, "would be overruled." *Gregg v. Indep. Blue Cross*, No. 021200002, 2004 WL 869063, at *38 (C.P. Phila. Apr. 22, 2004), *aff'd sub nom. Pa. Orthopaedic Soc'y v. Indep. Blue Cross*, 885 A.2d 542 (Pa. Super. Ct. 2005); *see also Shaev v. Sidhu*, No. 051100983, 2009 WL 1817728 (C.P.

[6] *See* Atlas, City of Philadelphia, 1410 72nd Ave, available at: https://atlas.phila.gov/1410%2072ND%20AVE/property (city database that provides building-level data public records, including archives of each property's rental license and code violations).

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Phila. Mar. 05, 2009) (finding risks where Defendants had already asserted objections at time of settlement).

Further, even if the Preliminary Objections were overruled, Defendants would surely raise the underlying arguments in future dispositive motions, and a lengthy appeal process would likely follow any ruling on the merits of Plaintiffs' claims, no matter which party prevailed. And Plaintiffs also face the challenges of obtaining and maintaining what would certainly have been a contested class certification. While "[a]dressing consumer claims such as this one as [a] class action[] secures a particular benefit for injured persons for a variety of reasons," Plaintiffs acknowledge that consumer class actions face particular risks. *Milkman*, 61 Pa. D & C 4th at 538 (collecting consumer class action cases where courts declined to certify); *Seplow v. Closing Pro, Inc*., 717 F. Supp. 3d 427, 437 (E.D. Pa. 2024) (denying motion to strike class action averments under the UTPCPL, but noting the high bar UTPCPL claims must meet).

In light of these risks, this early Settlement—which, if approved, will provide immediate, meaningful monetary relief to class members—is an excellent result. Thus, this factor weighs in favor of approving the Settlement.

B. Reasonableness in Light of the Best Possible Recovery & the Attendant Risk of Litigation

The second and third factors, the Settlement's reasonableness in light of the best possible recovery and attendant risks of litigation, also favor approval. These factors ask the Court to consider "whether the settlement represents a good value for a weak case or a poor value for a strong case." *Warfarin II*, 391 F.3d at 538. "The factors test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial." *Id.* Put differently, these factors ask the Court to compare "the present value of the damages plaintiffs would likely recover if successful,

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appropriately discounted for the risk of not prevailing" with the "amount of the proposed settlement." *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 322 (3d Cir. 1998) (quotation omitted).

In pursuing this action, Plaintiffs sought two kinds of monetary relief: "damages reflecting monies paid by Plaintiffs that were not due and owing" and debt forgiveness in the form of injunctive relief "enjoining Defendants from demanding or collecting rent for any periods for which they were non-compliant with Philadelphia law." Am. Compl., 250301907 (Jun. 18, 2026) ¶¶ 170(ii), (vii)(2).[7] With the benefit of the documents turned over by Defendants pursuant to informal discovery during negotiations, Plaintiffs can put a number on their requested relief. Defendants unlawfully charged $232,415.88 in rent during the Relevant Period, of which $165,624.81 was paid by Class Members and $66,791.07 was in arrears. The Settlement, if approved, will provide monetary relief in the amount of $141,791.07—over 60 percent of the total amount of the monetary damages sought—reflecting full forgiveness for alleged arrears and *pro rata* cash refunds averaging $1,200 per Settlement Class Members who paid rent or late fees during the Relevant Period.

This is an excellent result that significantly exceeds many approved class settlements. *See Ballard Spahr Andrews & Ingersoll LLP*, 866 A.2d at 485 ("The settlement fund is approximately 46 percent of Keystone's claimed damages, which compares favorably with approved

[7] Plaintiffs also sought trebled damages pursuant to their UTPCPL and FCEUA claims. Trebled damages are discretionary and are not automatically available under the UTPCPL or FCEUA. *See Schwartz v. Rockey*, 932 A.2d 885, 898 (Pa. 2007). And "many of the state law claims asserted would not provide for treble damages recovery." *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 325 (3d Cir. 2011). As such, single damages are the appropriate measure of damages for this inquiry. *Id.* (explaining that the district court did not err by using single damages even though trebled damages are automatically available under antitrust law).

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settlements."); *Warfarin II*, 391 F.3d at 538–39 (finding that settlement fund of approximately 33% of available damages is "well within a reasonable settlement range"). Indeed, while at least one other similar class action settlement provided debt forgiveness for allegedly owed rent, the Settlement's cash refund here—approximately $1,200 on average per Settlement Class Member who paid rent or late fees during the Relevant period—amounts to nearly twelve times the tenant voucher awarded in that case. *See Pasley v. Eastwick Joint Venture, LLC*, No. 211201045 (C.P. Phila. Feb. 18, 2025) (approving a settlement of a $100 per tenant voucher in case grounded in alleged violations of Philadelphia's preconditions on the collection of rent).

The value of this Settlement becomes even more favorable when considered against the attendant risks of litigation—namely, "[t]he bulk of discovery, dispositive motion practice, expert discovery, class certification, and trial are on the horizon of this case with the attendant expense and uncertainties." *In re Processed Egg Prods.*, 284 F.R.D. at 272. Moreover, there are always "risks that Plaintiffs would lose or achieve less than this Settlement at the completion of litigation." *D.M. v. Terhune*, 67 F. Supp. 2d 401, 411 (D.N.J. 1999). Together, these factors weigh in favor of approving the Settlement.

C. Reasonableness in Light of the Complexity, Expense, and Likely Duration of the Litigation

Next, this Court must consider the scope of the Settlement versus the risk and costs inherent in litigation—a factor which "should not be underestimated." *Milkman*, 61 Pa. D. & C.4th at 542–43. This factor "captures the probable costs, in both time and money, of continued litigation." *Warfarin II*, 391 F.3d at 535-36.

"Most class actions are inherently complex." *Milkman,* 61 Pa. D. & C.4th at 542–43 (quoting *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 174 (S.D.N.Y. 2000)). This matter is no different, as indicated by the hundreds of thousands of dollars in legal

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fees logged by Settlement Class Counsel, which would only continue to accrue as litigation continued. *Id*. (noting amount of legal fees as reflection of complexity).

The early stage of the proceedings also weighs in support of approval. The issues at the heart of this case "remain to be resolved," making it "virtually certain" that any continued litigation would be "protracted and costly." *Calhoun v. Invention Submission Corp.*, 18-CV-1022, 2023 WL 2411354, at *11 (W.D. Pa. Mar. 8, 2023). Here, like *Milkman*, "prior to the settlement being presented, the court ha[s] not addressed the defendants' preliminary objections, and the parties ha[ve] not yet reached the conclusion of even the pleadings stage of litigation." 61 Pa. D & C.4th at 544. As such, Plaintiffs face "a long litigation road that [is] likely to be drawn out by an appeals process once trial and post-trial motions ha[ve] been completed." *Id.*; *see also Warfarin II*, 391 F.3d at 536 ("continuing litigation through trial would have required additional discovery, extensive pretrial motions addressing complex factual and legal questions, and ultimately a complicated, lengthy trial"); *Shaev*, 2009 WL 1817728 ("the likelihood of years' passing without final resolution weigh in favor of settlement")

The parties here reached an early Settlement before engaging in formal discovery or extensive motion practice. In a class action that seeks to provide relief for low- and middle- income renters with ever-mounting bills and financial pressure, "the time and expense leading up to trial would have been significant." *Warfarin II*, 391 F.3d at 536. This factor too weighs in support of approval.

D. Reasonableness in Light of the Stage of Proceedings & Amount of Discovery Completed

The next *Dauphin* factor examined is whether the case has progressed to a point where the parties have sufficient knowledge to reasonably determine that settlement is in the parties' best interest. This factor "captures the degree of case development that class counsel [have]

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accomplished prior to settlement." *Warfarin II*, 391 F.3d at 537. "Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *Milkman*, 61 Pa. D. & C. 4th at 544. Here, "formal discovery is not a requirement[,]" rather "[w]hat matters is not the amount or type of discovery class counsel pursued, but whether they ha[ve] developed enough information about the case to appreciate sufficiently the value of the claims." *In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d at 439; *see also Ballard Spahr Andrews & Ingersoll LLP*, 866 A.2d at 485 ("[E]ven though formal and court-supervised discovery was not conducted, the parties' submissions and the history of the pre-mediation investigations and of the protracted mediation process serve to demonstrate that relevant considerations as to various litigation options had been fully investigated and evaluated by competent counsel").

As discussed *supra*, by the time that the Parties reached Settlement, through three months of pre-complaint investigation and informal discovery throughout the negotiating process, Plaintiffs obtained much of the information that they would have sought to obtain through formal discovery. Most crucially, pursuant to the parties' negotiations, Defendants produced anonymized information about the number of potential class members, the amount of rent paid or not paid by each class member, and the total amount in dispute. Class Counsel Decl. ¶ 21; *see also In re Prudential* 148 F.3d at 319 (noting approvingly that class counsel refused to discuss settlement on two occasions without informal discovery). Those records "reflected, among other things, the size of the class . . . as well as the potential damages." *Nguyen v. Educ. Computer Sys., Inc.*, No. 2:22-CV-1743, 2024 WL 3691615, at *10 (W.D. Pa. Aug. 7, 2024). That information has enabled Settlement Class Counsel and the Court to fully evaluate the merits and potential value of the claims, and the relative risks of obtaining a greater recovery through further litigation or trial. As

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such, Settlement Class Counsel "had a good basis for deciding which settlement amounts to accept." *In re Bridgeport Fire Litig.*, 8 A.3d 1270, 1286 (Pa. Super. Ct. 2010).

Moreover, the licensing status and code compliance history of the Property are a matter of public record. As such, the "viability" of Defendants' objections and defenses "turn[] more on legal considerations than on factual development," indicating there was not a need for significant additional discovery. *In re Cendant Corp. Litig.*, 264 F.3d 201, 236 (3d Cir. 2001). This factor too weighs in support of approval.

E. Experienced Settlement Class Counsel Endorse the Settlement

In evaluating the fairness of a settlement, the "opinion of experienced counsel is entitled to considerable weight." *Fischer*, 485 A.2d at 813. Here, Settlement Class Counsel has significant experience in complex litigation in furtherance of the public interest. As this Court recognized in appointing the Public Interest Law Center and Hausfeld LLP as Settlement Class Counsel, both firms have the credentials and experience required to litigate this case. *See Milkman*, 61 Pa. D. & C.4th at 515 (relying on a prior court order to evaluate class counsel's credentials and experience).

As previously explained, the Public Interest Law Center is a nonprofit civil rights firm that has litigated numerous class actions and other high-impact, multi-plaintiff cases on behalf of low-income Pennsylvanians across a range of subject areas, and Hausfeld LLP is a global firm specializing in class actions, with a record of success in both federal litigation and impact litigation in Philadelphia. Class Counsel Decl. ¶¶ 3–4; *see* Mot, for Approval of Att'y Fees, 250301907 (Sept. 29, 2026). Both firms wholeheartedly endorse this Settlement, and this factor weighs in support of approval.

F. Class Members Support the Settlement

Finally, "[i]t has been stated that a class's reaction is perhaps the most significant factor to be weighed in considering its adequacy." *Milkman*, 61 Pa. D. & C.4th 502, 547 (internal citations

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omitted). A low number of objections speaks to the reasonableness of the settlement. *Dauphin Deposit Bank & Tr. Co. v. Hess*, 698 A.2d 1305, 1310 (Pa. Super. Ct. 1997), *aff'd* 727 A.2d 1076 (Pa. 1999) (finding approval proper where "only" 89 members of a class of 4,315 objected); *Shaev*, 2009 WL 1817728 (characterizing three objections out of 30,765 notices as "infinitesimal" and noting that "the response of [the] class has been overwhelming in favor of the settlement").

Out of the entire class of 68 individuals, not a single member of the Settlement Class has excluded themselves from or objected to the Settlement. Angeion Decl. ¶ 21. As the Third Circuit has instructed, a "paucity of protestors . . . militates in favor of the settlement." *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1314 (3d Cir. 1993). This factor—like each of the preceding factors—weighs strongly in favor of approval of the Settlement.

III. The Requirements of Rule 1702 Have Been Met for Settlement Purposes

In the July 30th Preliminary Approval Order, this Court certified the Settlement Class. ¶ 1. While this Court need not revisit that here, that certification decision was plainly correct under Pennsylvania law, and should be incorporated into the final approval order.

In order to certify a class, a court must find that:

> (1) the class is so numerous that joinder of all members is impracticable;
> (2) there are questions of law or fact common to the class;
> (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class;
> (4) the representative parties will fairly and adequately assert and protect the interests of the class under the criteria set forth in Rule 1709; and
> (5) a class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in Rule 1708.

Pa. R. Civ. P. 1702.

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Since the Court's certification, no new circumstances or facts call that decision into question. Subsequent events merely reinforce the propriety of that decision.[8]

A. Numerosity

While "[t]here is no clear test of numerosity," courts should consider whether individual suits would pose a "grave imposition" on the Court and litigants. *Temple Univ. of Commw. Sys. of Higher Educ. v. Pa. Dep't of Pub. Welfare*, 374 A.2d 991, 996 (Pa. Commw. Ct. 1977). Here, there are 68 Class Members, more than ample for numerosity. *See Stewart v. Abraham*, 275 F.3d 220, 226–27 (3d Cir. 2001) ("[G]enerally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the [numerosity requirement] has been met."); *see also Cramer v. Getz*, 12 Pa. D. & C.3d 760, 765 (C.P. Phila. June 6, 1979) (no need for "25 law suits if one will do").

B. Commonality

Common questions "exist if the class members' legal grievances arise out of the 'same practice or course of conduct' on the part of the [defendant]." *Janicik v. Prudential Ins. Co. of Am.*, 451 A.2d 451, 457 (Pa. Super. Ct. 1982). Here, all Class Members' claims relate to and arise from the same alleged actions of Defendant, namely the charging and collection of rent not actually owed under Philadelphia law. Commonality is satisfied for purposes of the Settlement.

C. Typicality

Typicality asks whether the representatives' position on the common issues is sufficiently aligned with absent members such that pursuing their own interests will advance the interests of the class. *Baldassari v. Suburban Cable TV Co.*, 808 A.2d 184, 193 (Pa. Super. Ct. 2002). Claims

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[8] Plaintiffs provide a summary of the class certification factors here for the convenience of the Court and incorporate their argument from their motion for preliminary approval. *See* Pl.'s Mem. of Law in Support of Unopposed Mot. for Prelim. Approval , No. 250301907 (June 12, 2026).

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are typical when they "arise from one singular course of conduct" and rest on the same legal theories, even if the facts differ in minor ways. *Id*. Here, the Named Plaintiffs allege the same injury as the other members of the Settlement Class, caused by Defendants' uniform course of conduct. Further, the Named Plaintiffs' interest in holding Defendants accountable and being compensated for their alleged injuries squarely aligned with the interests of the Settlement Class. The interests of the Settlement Class are necessarily advanced by the advancement of the interests of Named Plaintiffs. As such, the typicality requirement is met.

D. Adequacy

For class adequacy, the Court looks to whether (1) counsel will adequately represent the class, (2) the representatives have a conflict of interest, and (3) the representatives have adequate financial resources to assure that the interests of the class will not be harmed. Pa. R. Civ. P. 1709. Here the results speak for themselves, and each of the three elements are met. First, as discussed *supra*, the Public Interest Law Center and Hausfeld LLP are experienced counsel who have litigated complex, high-impact cases and have vigorously represented the class through nearly a year of negotiations. Second, Named Plaintiffs, who are current or former tenants, have no known conflicts and suffered the same alleged injuries as the Settlement Class. Third, Settlement Class Counsel are "handling this matter *pro bono* and consequently shouldering the costs of litigation," such that the Named Plaintiffs "possess financial resources that are sufficient to ensure that the putative class' interest[s] will not be harmed." *McFalls v. 38th Jud. Dist.*, No. 4 M.D. 2021, 2023 WL 3513283, at *7 (Pa. Commw. Ct. Apr. 6, 2023).

E. Fair and Efficient Method

The final requirement for class certification is that "a class action [must] provide[] a fair and efficient method for adjudication of the controversy." Pa. R. Civ. P. 1702(5); *see also* Pa.

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R.Civ. P. 1708 (listing relevant criteria). As set forth in Plaintiffs' Motion for Preliminary Approval, each criterion of Rule 1708 is met by class adjudication here, specifically: (1) common questions predominate over any individual ones; (2) the Settlement Administrator can efficiently administer the Settlement; (3) the prosecution of separate actions would create a risk of inconsistent results; (4) this is the only known action against Defendants by any Settlement Class Members arising from this series of facts; (5) this forum is appropriate; (6) the amount of each individual Settlement Class Member's claim is insufficient to support separate actions in light of the complex issues of housing and consumer law; (7) the total class-wide monetary recovery is substantial and justified the expense and effort; and (8) Defendants' actions and failures are generally applicable to the Settlement Class, making final equitable and declaratory relief appropriate. *See* Pl.'s Mem. of Law in Support of Unopposed Mot. for Prelim. Approval, No. 250301907 at 18-20 (June 12 2026).

IV. The Notice Plan Has Been Fully Implemented

The Pennsylvania Rules of Civil Procedure require notice of a settlement in the manner directed by the Court. Pa. R. Civ. P. 1714(c); *see also Fischer*, 485 A.2d at 811. That happened here. As discussed *supra*, in the July 30th Preliminary Approval Order, the Court approved the proposed form of notices, with modifications, and the notice plan. ¶¶ 6–7. Since then, the court-appointed Settlement Administrator, Angeion, distributed the Court-approved Short Form and Long Form Notices and fully implemented the Court-approved plan. Angeion Decl. ¶¶ 9—17. Moreover, Angeion undertook substantial efforts to ensure that every Settlement Class Member received individualized notice, including: emailing the 51 Settlement Class Members with valid email addresses; mailing individualized notice packets by First-Class Mail to all 68 Settlement Class Members after skip-tracing and National Change of Address searches; conducting additional skip-tracing and re-mailing as necessary; and maintaining a case-specific website containing

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settlement information, court documents, and deadlines. *Id.* ¶¶ 9—20. Ultimately, all but three Class Members received an emailed or mailed notice. *Id.* ¶ 17.

V. Plaintiffs' Motion for Attorneys' Fees and Incentive Awards Should Be Granted

Plaintiffs' Motion for Attorneys' Fees & Costs and Service Awards to Settlement Class Representatives was filed on September 28, 2026 and has received no opposition or objection from Defendants or any Settlement Class Member. *Id.* ¶ 22. As detailed more fully in the Memorandum of Law accompanying Plaintiffs' Motion, the Court should grant that request because the attorneys' fees and the service awards sought are reasonable under the circumstances and pursuant to Pennsylvania case law.

VI. The *Cy Pres* Plan Is Appropriate

Pennsylvania Rule of Civil Procedure 1716 governs the disbursement of residual funds. It requires that any order approving a class settlement that establishes a process for identifying and compensating class members "shall provide for the disbursement of residual funds[,]" Pa. R. Civ. P. 1716(a), split between the Pennsylvania Interest on Lawyers Trust Account Board, and if appropriate, another organization that furthers the objectives of the underlying class action or class members, Pa. R. Civ. P. 1716(b). The *cy pres* follows that framework. *See, e.g.*, *McCalvin v. Condor HoldCo Securitization Tr.*, No. 17-CV-1350, 2018 WL 5816779, at *3 (E.D. Pa. Nov. 6, 2018) (approving settlement where uncashed checks were to be distributed *cy pres* to CLS for "consumer credit education and counseling, foreclosure prevention, and advocacy on behalf of low-income consumers").

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RELIEF

For the reasons set forth above, the Court should grant Plaintiffs' Motion for Final Approval of Class Action Settlement and enter final judgment in this matter.

Dated: October 19, 2026

Respectfully submitted,

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FILED
19 OCT 2026 05:10 pm
Civil Administration
M. RIVERA

EXHIBIT A

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Filed and Attested by the
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18 MAR 2025 4:30 pm
G. IMPERATO

This is not an arbitration case.

Class action complaint

Jury Trial Demanded

DAWN COLBOURNE,
and all others similarly situated,
1410 72nd Ave., #107
Philadelphia, PA 19126,

CASEY ALLISON,
and all others similarly situated,
1410 72nd Ave., #217
Philadelphia, PA 19126,

and

PORTER GRANT,
and all others similarly situated,
1410 72nd Ave., #202
Philadelphia, PA 19126,

Plaintiffs,

v.

ODIN PROPERTIES LLC
1500 Market St., #3310E,
Philadelphia, PA 19102,

ODIN MANAGEMENT LLC
1500 Market St., #3310E,
Philadelphia, PA 19102

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

CIVIL DIVISION

_____ TERM, 2025

NO.

CLASS ACTION

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FERNROCK APARTMENTS 2 LP
1500 Market St., #3310E,
Philadelphia, PA 19102,

and

PT FERNROCK APARTMENTS
2 LLC,
1500 Market St., #3310E,
Philadelphia, PA,

Defendants.

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NOTICE TO DEFEND

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice arc served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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AVISO

Lo(a) han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociación de Licenciados de Filadelfia
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Control No.: 26104358

CLASS ACTION COMPLAINT—CIVIL ACTION

INTRODUCTORY STATEMENT

1. State and local law create a straightforward obligation on landlords to ensure that properties are safe and habitable when a renter moves in and that they remain safe and habitable while renters live there.

2. Philadelphia's statutory version of this obligation has an explicit consequence: landlords may not collect rent for any periods that they are in violation of the law.

3. For months, Odin Properties, one of Philadelphia's largest landlords, has violated its obligations under the law, allowing the 71-unit, 3-story Bentley Manor apartment complex in West Oak Lane to remain in unsafe status, all while demanding and collecting rent that Bentley Manor's residents did not and do not owe.

4. This class action, brought by Bentley Manor's working-class renters, seeks to ensure a large Philadelphia apartment complex is made safe and its landlord, Odin, is held accountable.

PARTIES

5. Plaintiff Dawn Colbourne is a Philadelphia resident, currently residing at 1410 72nd Avenue, Unit Number 107, Philadelphia, PA 19126. She brings this action on behalf of herself and all those similarly situated.

6. Plaintiff Casey Allison is a Philadelphia resident, currently residing at 1410 72nd Avenue, Unit Number 217, Philadelphia, PA 19126. He brings this action on behalf of himself and all those similarly situated.

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7. Plaintiff Porter Grant is a Philadelphia resident, currently residing at 1410 72nd Avenue, Unit Number 202, Philadelphia, PA 19126. He brings this action on behalf of himself and all those similarly situated.

8. Defendant Odin Properties LLC ("Odin") is one of Philadelphia's largest landlords, with a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102. On its website, Odin represents that it operates and manages 40 apartment complexes in Philadelphia, including the Bentley Manor apartment complex located at 1410 72nd Avenue ("Bentley Manor").

9. Defendant Odin Management LLC, with a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102, upon information and belief, provides property management services at Bentley Manor.

10. Defendant Fernrock Apartments 2 LP ("Fernrock LP") is the record owner of Bentley Manor. Fernrock LP maintains a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102. Bentley Manor is one of several multi-family rental properties owned by Fernrock LP.

11. Defendant PT Fernrock Apartments 2 LLC ("Fernrock LLC") is the general partner of Defendant Fernrock LP and maintains a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102.

12. Upon information and belief, Defendants Odin, Odin Management LLC, Fernrock LP, and Fernrock LLC (together, the "Odin Defendants") are each controlled, directly or indirectly, by Defendant Odin's CEO, Phillip Balderston.

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FACTS

Odin Properties

13. Odin was "was founded in 2009 to identify and acquire under-performing assets in the Eastern United States."[1]

14. Odin reports that its "affiliates currently own and manage approximately 10,000 apartments" in the United States.[2]

15. Upon information and belief, at least 1,500 of these apartments are in Philadelphia.

16. At the time of each lease execution with a tenant in Philadelphia, the Odin Defendants' agent represents to tenants under penalty of law that they "will continue to maintain . . . the property free from defects which affect the health and safety of the occupants and the habitability of the property throughout the tenancy." *See* Ex. A, Certificate of Rental Suitability at 002.

17. The Odin Defendants also promise to each tenant that they will ensure their properties are safe.[3]

18. The Odin Defendants also promise to tenants that, at a minimum, they will "comply with applicable federal, state, and local laws regarding safety . . . and make all reasonable repairs." *E.g.,* Ex. B, Allison Lease at 009.

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[1] *See* Odin Properties, https://odinproperties.com (last visited Mar. 13, 2025).
[2] *Id.*
[3] *Id.* ("Its lengthy track record of purchasing challenging properties and overhauling them into *safe*, productive, design forward assets that are attainable for renters of all income levels is a source of pride for the Odin team and central to its mission and core values") (emphasis added).

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19. In recent years, however, the Philadelphia Department of Licenses and Inspections has issued hundreds of code violations for conditions at Odin properties, for violations ranging from electrical hazards to deficiencies in fire safety standards.

The Tenancy of Dawn Colbourne

20. In November 2023, Dawn Colbourne, a grandmother with mobility impairments, moved into Bentley Manor. *See* Ex. C, Colbourne Lease.

21. Over her time in her apartment, Ms. Colbourne has dealt with a number of serious problems, including: leaking around the windows, resulting in flooding in the living room; periodic electricity outages and flickering electricity; security concerns arising from a non-latching, non-locking front door and fire exit doors; filthy common areas; and, a broken stove.

22. Ms. Colbourne's rent is subsidized under the Housing Choice Voucher Program administered by the Philadelphia Housing Authority ("PHA"). Ms. Colbourne's monthly rent payment is $317, with PHA paying a monthly $968 subsidy. *See* Ex. C at 051.

23. In December 2024, and January, February, and March 2025, the Odin Defendants have represented that Ms. Colbourne's rent is due, charged Ms. Colbourne for rent, and demanded that Ms. Colbourne pay rent.

24. In response to these representations and demands, Ms. Colbourne paid – and the Odin Defendants collected – rent.

25. As explained below, however, as of December 14, 2024, no rent was owed to the Odin Defendants at all.

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The Tenancy of Casey Allison

26. In June 2022, Casey Allison, a Philadelphia police officer, moved into Bentley Manor, where he resides with his pregnant fiancé.

27. Over his time in his apartment, Mr. Allison has dealt with a number of serious problems, including: a three-month-long leak stemming from a crumbling windowsill, leading to standing water, flooding, and a degrading wall in his living room; water intrusion leading to water damage, mold, and mildew throughout the unit's ceiling and walls; and periodic electricity outages and flickering electricity.

28. Mr. Allison's monthly rent is $1,352. Ex. B at 004.

29. In December 2024, and January, February, and March 2025, the Odin Defendants have represented that Mr. Allison's rent is due, charged Mr. Allison for rent, and demanded that Mr. Allison pay rent.

30. In those same months, on occasions when Mr. Allison failed to timely pay that rent, the Odin Defendants represented that his rent was past due, charged Mr. Allison for late fees, and demanded that he pay unpaid rent and late fees.

31. In response to these representations and demands, Mr. Allison paid – and the Odin Defendants collected – rent and late fees.

32. As explained below, however, as of December 14, 2024, no rent and no late fees were owed to the Odin Defendants at all.

The Tenancy of Porter Grant

33. In June 2022, Porter Grant, a SEPTA transit operator, moved into Bentley Manor with his partner and two sons.

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34. Over his time in his apartment, Mr. Grant has dealt with a number of serious problems, including: recurring leaks in the bathroom, leading to flooding, standing water, and a water-logged bathroom ceiling; chronic infestations of cockroaches and rodents throughout the unit, with at least one cockroach infestation nesting in the closet; inconsistent heating and heating outages; filthy hallways; and, improperly sealed windows, which expose him and his family to the elements.

35. Mr. Grant's monthly rent is $1,274. Ex. D at 071.

36. In December 2024, and January, February, and March 2025, the Odin Defendants have represented that Mr. Grant's rent is due, charged Mr. Grant for rent, and demanded that Mr. Grant pay rent.

37. In those same months, on occasions when Mr. Grant failed to timely pay that rent, the Odin Defendants represented that his rent was past due, charged Mr. Grant for late fees, and demanded that he pay unpaid rent and late fees.

38. In response to these representations and demands, Mr. Grant paid – and the Odin Defendants collected – rent and late fees.

39. As explained below, however, as of December 14, 2024, no rent and no late fees were owed to the Odin Defendants at all.

Odin's Failures at Bentley Manor

40. Bentley Manor is an aging building constructed in 1962, with approximately 71 sets of renters with little power and few resources, each of whom has leases with the Odin Defendants that they were required to execute without having had any ability to choose any of the terms or negotiate over their content.

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41. There are longstanding, serious, unsafe, building-wide conditions at Bentley Manor.

42. In November 2021, an inspector from the Philadelphia Department of Licenses and Inspections ("L&I" or the "Department") visited Bentley Manor and issued nine violations, for issues related to fire safety, electrical hazards, plumbing system failures, pest infestation and non-latching doors. Ex. E, Violation No. CF-2021-112747.

43. In March 2022, four months after the violations were issued, L&I marked them as resolved.

44. In August 2023, L&I visited Bentley Manor again and issued five violations of the fire code.

45. In January 2024, L&I inspected Bentley Manor and marked the fire code violations as failed.

46. In February 2024, five and half months after the fire code violations were issued, L&I marked them as resolved.

47. In November 2024, L&I visited Bentley Manor and issued seven code violations related to fire safety, non-latching doors, non-working emergency lighting, and failure to maintain exterior walls and roof as weather resistant and watertight. Ex. F, Violation No. CF-2024-118537.

48. While L&I would eventually mark these violations as resolved in December 2024, that inspection revealed deficiencies with the building's structure. Accordingly, on November 14, 2024, L&I issued another Notice of Violation declaring the property an "unsafe structure" due to dangerous conditions, including "loose and missing bricks" and a "leaning parapet." Ex. G, Violation No. CF-2024-119578 at 144.

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49. In the Notice of Violation, L&I "certifie[d] that the violations are a condition of immediate danger or hazard to health safety and welfare which requires immediate compliance and/or are intentional," advised that "if these violations [were] not corrected by 12/18/24 the Department will act as soon as reasonably possible to vacate and/or demolish the unsafe structure," and directed the Odin Defendants to obtain a make-safe permit and obtain the services of a licensed professional engineer to make the structure safe. *Id.*

50. The Odin Defendants did not appeal this Notice of Violation.

51. Four months later, the Odin Defendants have not, to the satisfaction of L&I, made the property safe, and the property remains in unsafe status.

52. At the same time, known problems at the building have continued to impact residents. Mold continues to appear on the exterior of the building; exterior doors – cited multiple times over recent years – are again non-locking and non-latching; ; the building's common spaces remain filthy; and residents continue to experience periodic electricity outages and flickering without explanation by the Odin Defendants.

Requirements to Rent Properties in the City of Philadelphia

53. Bentley Manor's condition renders it ineligible for a property license and the Odin Defendants ineligible to collect rent.

54. In order to promote public safety and ensure that families have safe and healthy housing, Philadelphia has enacted strict requirements governing the leasing of rental properties and the collection of rent.

55. First, to collect rent under local law, a landlord must be licensed, and "[n]o person shall collect rent with respect to any property that is required to be licensed . . .

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unless a valid rental license has been issued for the property." Phila. Code § 9-3902(1)(a).

56. Second, to collect rent under local law, a landlord must provide each tenant with a Certificate of Rental Suitability, an attestation as to the suitability of the unit, and a Partners for Good Housing Handbook, which outlines the responsibilities and rights of owners, tenants, and landlords for maintaining houses and apartments in a safe and clean condition. Phila. Code § 9-3903(1)(a).

57. Section § 9-3903 of the Philadelphia Code requires that prior to a tenancy, a landlord "shall . . . provide the tenant a copy of the owner's attestation to the suitability of the dwelling unit as received by the Department pursuant to § 9-3903(2)(b)(iii), and a copy of the 'City of Philadelphia Partners for Good Housing Handbook[.]'" Phila. Code § 9-3903(1)(a).

58. Philadelphia Code requires that L&I issue a Certificate of Rental Suitability only after determining that, among other things, a property has no outstanding notices of code violations issued by L&I, and that the owner of the home "acknowledges the obligation to provide a fit and habitable property." Phila. Code §§ 9-3903(2)(b)(.2)-(.3).

59. Third, to collect rent under local law, the law imposes on landlords a "continu[ing]" obligation: a landlord must continue to maintain fire protection and smoke detection equipment, continue to maintain the operating systems in proper working order, and continue to maintain the property in a fit and habitable condition. Phila. Code § 9-3903(2)(.3).

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60. A property owner who fails to correct a code violation related to the fitness and habitability of the property within thirty days (absent appealing the violation) is in non-compliance with the law. Phila. Code § 9-3903(d).

61. The failure to comply with the Certificate of Rental Suitability or License provisions of the Philadelphia Code denies a landlord "the right to . . . collect rent during or for the period of noncompliance[.]" Phila. Code at § 9-3901(4)(e).

62. Philadelphia law provides a private right of action to tenants to enforce the Certificate of Rental Suitability and License provisions of the Philadelphia Code. Phila. Code § 9-3901(4)(f).

Bentley Manor Fails Philadelphia Standards

63. In failing to comply with the Philadelphia code requiring that all Philadelphia tenants have a right to a safe and habitable home, the Odin Defendants have threatened the health, safety, and general welfare of Plaintiffs and the proposed classes.

64. While violating the Philadelphia Code, the Odin Defendants have charged, demanded, and unlawfully collected rent from Plaintiffs.

65. To wit, the Odin Defendants were notified on November 14, 2024 by L&I that Bentley Manor was unsafe to the point that it could need to be vacated, because it was in a "condition of immediate danger or hazard to health safety and welfare" of its residents. Ex. G at 144

66. The Odin Defendants did not appeal that violation.

67. The Odin Defendants did not correct the violation within thirty days of the notice.

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68. As a result of this failure, the Odin Defendants were not permitted to charge or collect the rent of their tenants beginning on December 14, 2024.

69. Nevertheless, the Odin Defendants charged and collected rent from Plaintiffs and other tenants in December 2024, and in January, February, and March, 2025.

70. Moreover, the Odin Defendants have continued to file evictions seeking unpaid January 2025 rent. *See* Phila. Mun. Ct. Dkt., LT-25-01-10-4330; LT-25-01-21-5320.

71. Public records demonstrate that L&I has not issued any Certificates of Rental Suitability for Bentley Mannor since the unsafe violation was issued.

72. Despite this, the Odin Defendants continue to move new tenants into Bentley Manor and execute new lease agreements.

73. Further, the Odin Defendants' license expired on February 28, 2025.

74. As a result of this failure to keep Bentley Manor licensed, the Odin Defendants were not permitted to charge or collect tenants rent in March 2025.

75. Nevertheless, the Odin Defendants charged Plaintiffs rent, and collected rent from Ms. Colbourne and other tenants in March 2025.

76. Meanwhile, as of the date of this filing, Bentley Manor remains in unsafe status.

CLASS ACTION ALLEGATIONS

77. Plaintiffs incorporate all preceding paragraphs by reference.

78. Plaintiffs bring this suit individually and on behalf of all others similarly situated pursuant to Rules 1701-1717 of the Pennsylvania Rules of Civil Procedure.

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79. The Class is defined as: All persons who leased a rental unit at Bentley Manor during the period between December 14, 2024 and the date that Bentley Manor's unsafe violation is marked resolved by L&I and the property has a valid Certificate of Rental Suitability and License (the "Noncompliance Period").

80. The Monetary Damages Subclass is defined as: All persons who leased a rental unit at Bentley Manor during the Noncompliance Period and paid rent charged by Odin Defendants during the Noncompliance Period.

81. The Unfair Debt Collection Subclass is defined as: All persons who leased a rental unit at Bentley Manor during the Noncompliance Period and paid late fees or allegedly past due rent charged by Odin Defendants during that Noncompliance Period.

82. The class is so numerous that joinder of all members is impracticable. Bentley Manor has 71 units and each tenant will have several of the same causes of action stemming from the same operative facts and law.

83. There are questions of law and fact common to each class member including, but not limited to the following:

a. Whether Defendants demanded and collected rent for periods when they were non-compliant with Philadelphia law, Phila. Code §§ 9-3902-3;

b. Whether Defendants are currently non-compliant with Philadelphia law, Phila. Code §§ 9-3902-3;

c. Whether Defendants are exposing class members to unsafe, hazardous conditions at Bentley Manor;

d. Whether Defendants represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they

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did not have or that a person has sponsorship, approval, status, affiliation or connection that they did not have;

e. Whether Defendants failed to comply with the terms of a written guarantee or warranty given to class members at, prior to or after a contract for the purchase of goods or services were made;

f. Whether Defendants breached a universal condition in class members' contract;

g. Whether Defendants were unjustly enriched at the expense of class members;

h. Whether Defendants used false, deceptive and misleading statements in connection with the collection of an alleged debt from class members;

i. Whether the above practices caused class members to suffer injury; and

j. The proper measure of damages for such unlawful practices.

84. The common questions set forth above are building-wide, apply to each tenant, and predominate over any questions affecting only individual class members, and a class action is superior to other available methods for the fair and efficient adjudication of the claims with respect to considerations of consistency, economy, efficiency, fairness, and equity.

85. Plaintiffs' claims are typical of the claim of the class as all class members were similarly treated and affected by Defendants' conduct as alleged herein.

86. Plaintiffs will fairly and adequately protect the interests of the class. They each are Bentley Manor tenants, have the same interest in Bentley Manor being made safe as other class members, received the demand to pay rent as other class members,

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paid rent as other class members, and have no known conflicts with other class members.

87. Counsel for Plaintiffs are experienced in handing class actions and other high impact litigation, and will adequately and zealously represent the interests of the class.

88. The Public Interest Law Center is a fifty-six-year-old impact litigation nonprofit, and has litigated numerous class actions and high-impact and multi-plaintiff cases, across a number of subject areas, on behalf of low-income Pennsylvania residents. *See, e.g.*, *William Penn Sch. Dist. v. Pennsylvania Dep't of Educ.*, 294 A.3d 537 (Pa. Commw. Ct. 2023) (multi-plaintiff action declaring Pennsylvania's system of school funding unconstitutional); *Baker v. Ross*, No. 17-4274 (E.D. Pa. 2017) (appointing Public Interest Law Center as class counsel on behalf of renters in case regarding interplay between Phila. Code §§ 9-3902-3 and federal consumer law).

89. Hausfeld LLP is a global law firm that represents plaintiffs in class actions and other complex litigation across several practice areas. The firm and its attorneys are currently serving in court-appointed leadership positions in dozens of complex cases across the country involving economic and social justice issues. *See, e.g., Anaya v. Cencora, Inc.,* No. 24-cv-2961 (E.D. Pa.) (class action involving more than one million class members whose personal healthcare information was compromised in a data breach); *In re Generic Pharmaceutical Pricing Antitrust Litig.*, No. 16-mdl-2724 (E.D. Pa.) (multidistrict litigation alleging dozens of pharmaceutical companies agreed to fix prices of more than 100 generic drugs).

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90. Upon information and belief, no similar litigation concerning the claims herein has been filed against Defendants by any class member.

91. A class action regarding the issues in this case does not create any problems of manageability.

92. A class action is a particularly appropriate means of resolving this controversy, because class members are unlikely to be aware of their rights, the harms they have suffered are generally small and unlikely to be sufficient to permit the hiring of an attorney to sue their landlord, and without attorneys representing them, those who do know their rights are unequipped to enforce them.

93. A class action is appropriate in this forum, as the transactions and occurrences each occurred in Philadelphia.

94. This matter is appropriate for equitable relief on a class-wide basis for the reasons stated above, and because Defendants have acted and refused to act on grounds generally applicable to the class.

COUNT I: VIOLATION OF PHILADELPHIA'S CERTIFICATE OF RENTAL SUITABILITY LAW

95. Plaintiffs incorporate all preceding paragraphs by reference.

96. The Odin Defendants violated Philadelphia's Certificate of Rental Suitability law, Phila. Code § 9-3903, by failing to maintain Bentley Manor in a fit, habitable manner and by failing to repair serious, unsafe, unappealled violations within thirty days.

97. As a result of its failure, the Odin Defendants had no legal right to charge or collect Plaintiffs' rent during the period between December 14, 2024 and the date that

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Bentley Manor's unsafe violation is marked resolved by L&I and the property has a valid Certificate of Rental Suitability.

98. In fact, the Odin Defendants demanded and collected rent from Plaintiffs in December 2024, and January, February, and March 2025.

99. The Odin Defendants collected this illegal rent, to the detriment of Plaintiffs and other tenants.

100. The Odin Defendants' conduct caused and is causing Plaintiffs to continue to live in an unsafe property, in violation of the law.

101. The Odin Defendants' conduct caused Plaintiffs to suffer economic loss, including by paying rent the Odin Defendants had no right to collect.

102. Philadelphia law provides a private right of action to tenants to enforce the Philadelphia's Certificate of Rental Suitability law. Phila. Code § 9-3901(4)(f).

103. Wherefore, Plaintiffs demand judgment in their favor and against Defendants, for monetary damages; declaratory relief that Defendants were non-compliant with Philadelphia Code § 9-3903 as of December 14, 2024 and not entitled to collect rent and recover possession of units at Bentley Manor, from that date through the date Bentley Manor's unsafe Code violations are satisfied; equitable disgorgement of illegally collected rents; an injunction to require Defendants to immediately repair the property and keep it in a safe, habitable condition, and other such relief as the Court deems appropriate.

COUNT II: VIOLATION OF PHILADELPHIA RENTAL LICENSE LAW

104. Plaintiffs incorporate all preceding paragraphs by reference.

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105. Upon information and belief, the Odin Defendants' failure to repair serious, unsafe violations for – as of the time of this action – at least four months after being cited by L&I meant that Odin could not renew its license on February 28, 2025.

106. The Odin Defendant's failure to maintain a license meant that, as of February 28, 2025, it was deprived of "the right to . . . collect rent during or for the period of noncompliance." Phila. Code § 9-3901(4)(e).

107. As a result of its failure to maintain a license, the Odin Defendants had no legal right to charge or collect Plaintiffs' rent during the period between February 28, 2025 and the date that Bentley Manor's unsafe violation is marked resolved by L&I and the property has a valid License. Phila. Code § 9-3901(4)(e).

108. In fact, the Odin Defendants demanded and collected rent from Ms. Colbourne in March 2025.

109. The Odin Defendants collected this illegal rent, to the detriment of Ms. Colbourne.

110. As of the date of this complaint, Bentley Manor remains unlicensed.

111. The Odin Defendants' conduct caused and is causing Plaintiffs to continue to live in an unsafe property, in violation of the law.

112. The Odin Defendants' conduct caused Plaintiffs to suffer economic loss, including by paying rent Odin had no right to collect.

113. Philadelphia Code provides a private right to action to tenants to enforce the Philadelphia rental license law. Phila. Code § 9-3901(4)(f).

114. Wherefore, Plaintiffs demand judgment in their favor and against Defendants, for monetary damages; declaratory relief that Defendants were non-

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compliant with Philadelphia Code § 9-3902 as of February 28, 2025, and not entitled to collect rent and recover possession of units at Bentley Manor, from that date and until the date Bentley Manor's unsafe violations are satisfied and a license is acquired; equitable disgorgement of illegally collected rents; an injunction to require Defendants to immediately repair the property and keep it in good condition, clear outstanding violations, renew its license; and, other such relief as the Court deems appropriate.

COUNT III: VIOLATION OF THE UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

115. Plaintiffs incorporate all preceding paragraphs by reference.

116. The Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL") prohibits "[p]assing off goods or services as those of another," "[r]epresenting that goods or services have . . . characteristics, . . . uses, [and] benefits . . . that they do not have," "[r]epresenting that goods or services have "approval [or] status . . . that they do not have," and "[e]ngaging in . . . fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. § 201-2(4).

117. The UTPCPL applies to rental transactions.

118. At all times relevant, the Odin Defendants made false and misleading representations in their public statements, lease documents, and/or communications with tenants regarding the condition and maintenance of the leased premises.

119. At the time of each lease with a tenant in Philadelphia, the Odin Defendants' agent represented to those tenants under penalty of law that they "will continue to maintain . . . the property free from defects which affect the health and safety of the occupants and the habitability of the property throughout the tenancy." *E.g.*, Ex. A, Certificate of Rental Suitability.

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120. The Odin Defendants also promise to each tenant that they will ensure their properties are safe.[4]

121. In reality, the properties were unsafe, with ongoing, serious deficiencies.

122. The Odin Defendants also promise to each tenant that they will "comply with applicable federal, state, and local laws regarding safety . . . and make all reasonable repairs." *E.g.*, Ex. B, Allison Lease at 009; *see also* Ex. C, Colbourne Lease at 055.

123. The Odin Defendants are failing to comply with Philadelphia law. As a consequence, Bentley Manor is unsafe, and in December 2024, and January, February, and March 2025, the Odin Defendants demanded rent that was not owed.

124. In response to the Odin Defendants' demand, Plaintiffs paid rent and fees that the Odin Defendants demanded and represented to be due and past due.

125. Defendants violated the UTPCPL by, among other things:

a) Demanding and collecting rent that Defendants were not owed;

b) Continually and systematically breaching the warranty of habitability.

126. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the UTPCPL, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

i. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do

[4] *See* Odin Properties, https://odinproperties.com/ (last visited Mar. 13, 2025).

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not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have;

ii. Section 201-2(xiv), failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made.

73 P.S. §§ 201-3, and 201-2(4)(v), (xiv).

127. Plaintiffs are presumed to believe the Odin Defendants' demands were accurate and thus rent was due and/or overdue.

128. As a result of the misrepresentations and deceptive conduct of the Odin Defendants, Plaintiffs suffered ascertainable loss, including payment of rent not owed.

129. The UTPCPL provides a private right of action for "[a]ny person who purchases or leases goods or services primarily for personal, family, or household purposes and thereby suffers any ascertainable loss of money or property as a result of the use or employment by any person of a method, act or practice declared unlawful by … [the UTPCPL]." 73 P.S. § 201-9.2(a).

130. The UTPCPL provides for trebled damages and reasonable attorneys' fees. 73 P.S. § 201-9.2(a).

131. Wherefore, Plaintiffs demand judgment in their favor against Defendants, including trebled damages, reasonable attorneys' fees, and other such relief as the Court deems appropriate.

COUNT IV: BREACH OF CONTRACT

132. Plaintiffs incorporate all preceding paragraphs by reference.

133. Plaintiffs had leases for their apartments with the Odin Defendants.

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134. Implied in each lease in Pennsylvania is an implied warranty of habitability.

135. At a minimum, the implied warranty of habitability in a residential lease means that the premises must be safe and habitable.

136. The Odin Defendants had actual notice of the dangerous and defective conditions of Bentley Manor.

137. Despite being notified of these conditions of disrepair, the Odin Defendants consistently and repeatedly failed to make timely, necessary repairs to the building, and Plaintiffs' units therein, and thereby breached the implied warranty of habitability.

138. The Odin Defendants also represent to each tenant that, at a minimum, they will "comply with applicable federal, state, and local laws regarding safety . . . and make all reasonable repairs." *E.g.*, Ex. B, Allison Lease at 009; *see also* Ex. C, Colbourne Lease at 055.

139. The Odin Defendants have breached these duties.

140. The Odin Defendants' breach caused damages to Plaintiffs, including, but not limited to, monies paid that Defendants were not owed.

141. The Odin Defendants' breach unfairly benefited Defendants.

142. Wherefore, Plaintiffs demand judgment in their favor and against Defendants, reflecting monies paid by Plaintiffs that were not owed, the value reflecting the difference between the rent Plaintiffs paid and the diminution in value of the unit during their tenancy, and/or other such relief as the Court deems appropriate.

COUNT V: VIOLATION OF PENNSYLVANIA FAIR CREDIT EXTENSION UNIFORMITY ACT

143. Plaintiffs incorporate all preceding paragraphs by reference.

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144. The money demanded by the Odin Defendants constitute debts under the Pennsylvania Fair Credit Extension Uniformity Act (FCEUA), in that they result from a "lease [of] real or personal property for personal, family or household purposes." 73 P.S. § 2270.3.

145. The Odin Defendants' communications demanding rent, late fees, and statements alleging Plaintiffs were past due on rent constitute communications under the FCEUA.

146. The Odin Defendants, as persons to whom a debt is owed, are creditors.

147. The Odin Defendants "engage[d] in . . . conduct the natural consequence of which [wa]s to harass, oppress or abuse [Plaintiffs] in connection with the collection of a debt," 73 P.S. § 2270.4(b)(4), "use[d] . . . false, deceptive [and] misleading representation or means in connection with the collection of [a] debt," *id.* § (b)(5), and "use[d] unfair or unconscionable means to collect or attempt to collect any debt" by numerous methods, *id.* § (b)(5), including, but not limited to demanding rent that was not owed and demanding charges incidental to any rent obligation that were not expressly permitted by the lease or permitted by law.

148. Plaintiffs suffered actual damages as a result of the Odin Defendants' actions, including improper payments made to Defendants.

149. The FCEUA provides for trebled damages, statutory damages, and reasonable attorneys' fees.

150. Wherefore, Plaintiffs demand judgment in their favor and against Defendants, trebled damages, statutory damages, attorneys' fees, and other such relief as the Court deems appropriate.

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COUNT VI: UNJUST ENRICHMENT AND DISGORGEMENT

(Plaintiffs v. Odin Properties LLC and Odin Management LLC)

151. Plaintiffs incorporate all preceding paragraphs by reference.

152. Odin Properties LLC and Odin Management LLC (the "Property Managers") charged and collected rent from Plaintiffs when no rent was due.

153. The Property Managers breached their duty to maintain the building when they failed to make repairs and allowed the conditions to deteriorate.

154. The Property Mangers were unjustly enriched when they benefitted from Plaintiffs but failed to make repairs or follow the law, and because they hold money which belongs in good conscience to Plaintiffs.

155. Wherefore, Plaintiffs demand judgment in their favor and against the Property Managers for restitution damages, equitable disgorgement, and any other relief as the Court deems appropriate.

JURY DEMAND

156. Plaintiffs demand a trial by jury on all appropriate issues.

PRAYER FOR RELIEF

157. WHEREFORE, Plaintiffs, respectfully request that this Court:

i. Certify a class action for each appropriate class;

ii. Enter judgment in their favor and against Defendants, declaring that Defendants violated Philadelphia law, Phila. Code §§ 9-3902-3, and awarding damages reflecting monies paid by Plaintiffs that were not due and owing, and other such relief as the Court deems appropriate;

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iii. Enter judgment in their favor against Defendants, declaring that Defendants violated the UTPCPL and award relief including trebled damages, reasonable attorneys' fees, and other such relief as the Court deems appropriate;

iv. Enter judgment in their favor against Defendants, declaring that Defendants violated the FCEUA and award relief including trebled damages, reasonable attorneys' fees, and other such relief as the Court deems appropriate;

v. Enter judgment in their favor against Defendants, declaring that Defendants breached their contract and award damages reflecting monies paid by Plaintiffs that were not due and owing, costs, and other such relief as the Court deems appropriate;

vi. Enter judgment in their favor and against Defendant Odin Properties LLC and Odin Management LLC for unjust enrichment and award disgorgement and restitution damages and any other relief as the Court deems appropriate;

vii. Order appropriate injunctive relief, including:

1. Directing Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, to promptly take affirmative steps to make all necessary repairs to restore the building and Plaintiffs' units therein to a safe and habitable condition;
2. Enjoining Defendants from demanding or collecting rent for any periods for which they are or were non-compliant with Philadelphia law, and notifying all tenants to stop making rental payments for any such period;

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3. Enjoining Defendants from pursuing eviction actions until such time as they are compliant with Philadelphia law;
4. Directing Defendants and their agents, employees and all other persons acting on their behalf, directly or indirectly, to properly maintain the building and Plaintiffs' units therein in safe and sanitary condition, including but not limited to: correcting all such maintenance issues within a reasonable time from when Defendants are notified of such issues, completing repairs adequately, and establishing a program of regular inspections; and,
5. Directing Defendants to make reports to the Court on a regular basis about its efforts to remedy its unlawful practices.

viii. Grant such other and further relief as this Court deems just and proper.

Dated: March 13, 2025

Respectfully submitted,

By: /s/ Daniel Urevick-Ackelsberg

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Madison Gray (Bar No. 330696)
Olivia Mania (Bar No. 336161)
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Case ID: 250301907
Control No.: 26104358

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Attorneys for Plaintiffs

Case ID: 250301907
Control No.: 26104358

VERIFICATION

The undersigned, having read the foregoing Complaint, verifies that the language of the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Dated: March 12, 2025

Casey Allison

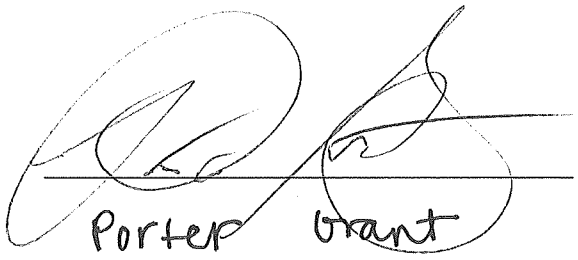
Case ID: 250301907
Control No.: 26104358

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Dated: March 12, 2025



Case ID: 250301907
Control No.: 26104358

VERIFICATION

The undersigned, having read the foregoing Complaint, verifies that the language of the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Dated: March 12 2025

Dawn Colbourne

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EXHIBIT B

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FILED
28 SEP 2026 04:44 pm
Civil Administration
J. BOYD

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Settlement Class Counsel

DAWN COLBOURNE, CASEY ALLISON, PORTER GRANT, and all others similarly situated, *Plaintiffs*, v. ODIN PROPERTIES LLC, et al., *Defendants*.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL TRIAL DIVISION MARCH TERM, 2025 NO. 1907 CLASS ACTION

JOINT DECLARATION OF DANIEL UREVICK-ACKELSBERG AND JEANNINE M. KENNEY

Daniel Urevick-Ackelsberg and Jeannine M. Kenney jointly declare as follows:

1. On July 27, 2026, the Court granted preliminary approval of a class action settlement in this litigation and approved the plan to provide Notice of the Settlement to the Settlement Class and the Form of Notice. The Court also appointed the Public Interest Law Center and Hausfeld LLP as Settlement Class Counsel and appointed Named Plaintiffs Dawn Colbourne, Casey Allison, and Porter Grant as Settlement Class Representatives.

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2. The undersigned submit this Joint Declaration in their capacity as Settlement Class Counsel in support of Plaintiffs' Motion for an Award of Attorneys' Fees and Costs and Service Awards to Settlement Class Representatives. Daniel Urevick-Ackelsberg is a Senior Attorney at the Public Interest Law Center and Jeannine M. Kenney is a partner in Hausfeld LLP.

3. The Public Interest Law Center is a fifty-seven-year-old impact litigation nonprofit that has litigated numerous class actions and high-impact and multi-plaintiff cases, across a number of subject areas, on behalf of low-income Pennsylvania residents. Hausfeld LLP is a global law firm that specializes in class actions, with offices in five locations in the United States, including Philadelphia, and seven locations in Europe.

4. The undersigned make this declaration pursuant to 42 Pa.C.S. § 6201. The facts contained herein are true based upon the undersigned's personal knowledge, books and records, communications by and among Settlement Class Counsel and the Court-appointed Settlement Administrator and Settlement Class Representatives, and information received from counsel for Defendants. The undersigned have been actively involved in prosecuting and resolving this Action, are familiar with its proceedings, and have personal knowledge of the matters set forth herein. If called upon and sworn as witnesses, the undersigned would and could competently testify thereto.

5. Unless otherwise defined herein, all capitalized terms have the same meaning ascribed to them in the April 2, 2026 Settlement Agreement. Ex. B, Pls.' Mot. for Prelim. Approval (June 12, 2026).

The Proposed Settlement

6. If finally approved, the proposed Settlement would fully resolve this action. The combined value of the Settlement, including the settlement relief for Settlement Class Members

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($141,791.07) and the separate payment by Defendants of the requested attorneys' fees award ($20,000) and Settlement Class Representative service awards ($6,000), is $167,791.07.

7. If no proposed Settlement Class Members exclude themselves from the Settlement, the total number of Settlement Class Members will be 68 and the total amount of monetary settlement relief for Proposed Class Members will be **$141,791.07**. The 68 Settlement Class Members will receive, on average, monetary benefits of $2,085.16. per class member. The total relief is the sum of the outstanding debt owed by Settlement Class Members for tenancy at Bentley Manor during the Relevant Time Period, all of which Defendants will forgive **($66,791.07)**, plus the total amount of cash payments that Defendants will pay to Settlement Class Members (**$75,000.00)** who paid rent or late fees for tenancy during the Relevant Time Period. For reference, the total amount of rent and lates fees paid by Settlement Class Members for tenancy at Bentley Manor during the Relevant Time Period was **$165,624.81,** and the total amount charged by Defendants to Settlement Class Members for tenancy at Bentley Manor during the Relevant Time Period was **$232,415.88**. These amounts were derived from the Settlement Data provided by Defendants in accordance with this Court's Order. The Settlement Agreement thus returns or forgives approximately 61 percent of all rent and late fees charged for tenancy at Bentley Manor during the Relevant Time Period. Under the Settlement Agreement, Settlement Class Members are not required to file a claim to receive a rent refund or debt forgiveness.

8. The proposed Settlement was the product of nearly 13 months of arms' length negotiations between Settlement Class Counsel and counsel for the Defendants, as further explained below. Settlement Class Counsel had a thorough understanding of the strengths and weaknesses of the claims asserted in the action at the time that they reached the proposed

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Settlement. While at least one other similar settlement of a class action has delivered total debt forgiveness for allegedly owed rent, Settlement Class Counsel believes that the proposed Settlement's cash refunds represent the largest ever per-tenant refund for claims arising under the Philadelphia Property Maintenance Code.

9. On September 4, 2026, the Settlement Administrator mailed individualized direct notice of the Settlement Agreement and the amounts each Settlement Class Member was entitled to claim to Settlement Class Members.

10. The Class Notice informed the Settlement Class that Settlement Class Counsel would apply for an award of attorneys' fees and litigation expenses of up to $20,000 and service awards to the Settlement Class Representatives of $2,000 each, and that those awards, if permitted by the Court, will be paid by Defendants separately from the Settlement Amount and thus does not reduce the amount of benefits Settlement Class Members will receive.

11. The Class Notice also informed the Settlement Class of their right to object to the proposed settlement, attorneys' fees, and/or service awards, as well as their right to exclude themselves from the Settlement Class. The deadline to object or to request exclusion from the Settlement is October 12, 2026. As of this date, Settlement Class Counsel are not aware of any requests for exclusion or objections to the Settlement Agreement, the requested attorneys' fees award, or the requested Settlement Class Representative service awards.

Settlement Class Counsel's Actions

12. Prior to filing the original Complaint, Settlement Class Counsel engaged in an investigation into the facts supporting Plaintiffs' claims. The investigation included supervising initial interviews with more than twenty tenants, conducting follow up interviews with approximately ten tenants, making multiple site visits to the Property, taking over one hundred

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photos, and consulting an expert. It also included reviewing relevant documents provided to Settlement Class Counsel by the Settlement Class Representatives and Settlement Class Members, including leases, rent collection notices, and inspection reports. And it included reviewing public records in connection with this investigation, including documents from Philadelphia's Department of Licenses and Inspections and Department of Records, and requesting additional documents from the City of Philadelphia through a "Right to Know" request.

13. Upon completion of their factual investigation, Settlement Class Counsel conducted extensive legal research into the potential claims and defenses relevant to this litigation.

14. After approximately three months of investigation, Settlement Class Counsel filed the Complaint on March 13, 2025, asserting claims on behalf of a proposed class under Philadelphia's Certificate of Rental Suitability Law, Phila. Code § 9-3903, Philadelphia's Rental License Law, Phila. Code § 9-390, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 et seq. ("UTPCPL"), and the Pennsylvania Fair Credit Extension Uniformity Act, 73 P.S. § 2270.3 ("FCEUA"). Settlement Class Counsel then served the Complaint on Defendants. After filing the Complaint, Settlement Class Counsel continued its factual investigation of the relevant issues.

15. On or around March 25, 2025, Settlement Class Counsel and counsel for Defendants began preliminary discussions toward resolution of the dispute. These discussions consisted of multiple phone calls and email exchanges between Settlement Class Counsel and counsel for Defendants.

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16. On or around April 11, 2025, counsel for Defendants provided an initial settlement offer along with a detailed memorandum of Defendants' view of the claims and defenses. After the Settlement Class Representatives' review of the proposal, Settlement Class Counsel responded on or around April 18, 2025, explaining that the offer was insufficient. The parties resumed negotiations but could not reach resolution.

17. On May 15, 2025, Defendants filed Preliminary Objections to the original Complaint. The parties agreed to an extension of time for Plaintiffs to respond to Defendants' Preliminary Objections so they could continue to negotiate resolution of the matter. As Settlement Class Counsel prepared their Amended Complaint, the parties agreed to continue engaging with one another toward settlement. On June 18, 2025, Plaintiffs filed an Amended Complaint rather than respond directly to Defendants' Preliminary Objections.

18. On July 3, 2025, the Parties jointly agreed to extend the time for Defendants to respond to the Amended Complaint to facilitate further settlement negotiations. The Parties agreed to an additional extension of Defendants' deadline to August 5, which this Court subsequently approved.

19. The parties exchanged written settlement proposals with one another on June 10, June 12, and July 7, July 11, July 23, July 30, July 31, and August 1, 2025.

20. After these continued intense negotiations, on August 5, 2025 the Parties then stipulated to a stay of all case deadlines because the Parties had reached a settlement agreement in principle and were negotiating a written agreement. The Court entered that stipulation on August 7, 2025.

21. The Parties then worked diligently over the course of an additional eight months to finalize the written terms of the Settlement Agreement. In accordance with the executed Term

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Sheet, counsel for Defendants shared a redacted spreadsheet with Settlement Class Counsel, showing the amounts that tenants of Bentley Manor were charged or had paid in rent and other fees for tenancy during the relevant period of the litigation, which Settlement Class Counsel reviewed and analyzed, and identified errors and inconsistencies in the data, resulting in iterations of the data reports. The Parties exchanged drafts of the Settlement Agreement on at least seven occasions: for example, on September 29, October 30, November 12, December 2, December 8, December 10, and December 22, 2025.

22. In early January 2026, Settlement Class Counsel independently discovered that Defendants sold Bentley Manor to a non-party, which they then confirmed with counsel for Defendants. Settlement Class Counsel conducted research to understand how the sale might affect the near-to-final settlement agreement, including requesting information on relevant terms of the sale transaction, and continued negotiations for further modification of the agreement with counsel for Defendants. In a subsequent series of email exchanges and phone calls, the parties then negotiated amendments to the un-finished settlement agreement to reflect Defendants' sale of Bentley Manor and the cooperation of the non-party new building owner. Additional edits to the draft settlement agreement and cooperation agreement were exchanged by the parties on January 22, February 27, and April 1, 2026. The Parties reached final agreement on April 2, 2026, and Settlement Class Representatives approved and signed the Settlement Agreement.

23. Settlement Class Counsel secured the *pro bono* services of Angeion Group, LLC, a prominent settlement administrator headquartered in Philadelphia, to provide *pro bono* Notice and Settlement Administration services. Settlement Class Counsel later worked with Angeion to develop a proposed notice plan and draft proposed forms of notice.

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24. Following the execution of the Settlement Agreement, Settlement Class Counsel continued to draft and edit a Motion for Preliminary Approval of the Settlement, which included a detailed memorandum, multiple declarations, and multiple exhibits. Settlement Class Counsel filed the Motion for Preliminary Approval on June 12, 2026.

25. This Court approved of the Motion for Preliminary Approval on July 27, 2026. Since then, Settlement Class Counsel have worked with counsel for Defendants to review the de-anonymized data showing the amounts that proposed Settlement Class Members were charged or paid in rent and fees during the Relevant Period of this litigation. Settlement Class Counsel have also worked with the Settlement Administrator to finalize Direct Notice and effectuate the Notice Plan.

Common Fund Calculation and Settlement Class Counsel's Time and Expenses

26. The Common Fund created by the Settlement Agreement, including the amount of unpaid rent forgiven ($66,791.07), the amount of rent reimbursed ($75,000), the proposed fee and costs award ($20,000), and the proposed service awards ($6,000), is $167,791.07. The proposed attorneys' fees and costs award represents just 12 percent of the Common Fund. Excluding the amounts for attorneys' fees and costs from the Common Fund calculation, the proposed attorneys' fees and costs award still represents just 14 percent of the Common Fund.

27. As of August 31, 2026, the total lodestar (hours multiplied by billable rates) for the Public Interest Law Center ("PILC") in this litigation is **$183,155.00**. This amount was derived by taking the **489.6 total hours** spent on this litigation by all PILC attorneys involved in the matter (excluding individuals who worked fewer than 20 hours on this matter, and excluding

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time spent on this Declaration and the accompanying Motion), multiplied by each attorney's billable rate.[1]

Public Interest Law Center (PILC) Lodestar *Colbourne v. Odin Properties LLC*, No. 1907				
Individual	**Position**	**Rate**	**Hours**	**Lodestar**
Urevick-Ackelsberg, Dan	Senior Attorney	$ 575.00	147.0	$ 84,525.00
Gray, Madison	Staff Attorney	$ 300.00	176.6	$ 52,980.00
Mania, Olivia	Staff Attorney	$ 275.00	166.0	$ 45,650.00
			489.6	**$ 183,155.00**

28. As of August 31, 2026, the total lodestar (hours multiplied by billable rates) for Hausfeld LLP attorneys in this litigation is **$205,569.50**. This amount was derived by taking the **290.0 total hours** spent on this litigation by all Hausfeld attorneys working on the matter (excluding individuals who worked fewer than 20 hours on this matter, and excluding time spent on this Declaration and the accompanying Motion), multiplied by each attorney's billable rate in 2025 and 2026.

Hausfeld LLP Lodestar *Colbourne v. Odin Properties LLC, No. 1907*							
		2025		**2026**		**Total**	
Individual	**Position**	**Hours**	**Rate**	**Hours**	**Rate**	**Hours**	**Lodestar**
Kenney, Jeannine	Partner	52.8	$ 960.00	27.5	$ 1,075.00	80.3	$ 80,250.50
Beran, Katie	Partner	22.3	$ 900.00	4.0	$ 1,050.00	26.3	$ 24,270.00
Rosset, Claire	Associate	53.9	$ 625.00	17.8	$ 675.00	71.7	$ 45,702.50
Hanna, William	Associate	57.1	$ 500.00	31.9	$ 575.00	89.0	$ 46,892.50
Dorsey, Angel	Paralegal	21.7	$ 370.00	1.0	$ 425.00	22.7	$ 8,454.00
						290.0	**$ 205,569.50**

[1] The Public Interest Law Center does not charge its clients. To determine its fees, the Public Interest Law Center uses the CLS Fee Schedule. *See, e.g.*, *Maldonado v. Houstoun*, 256 F.3d 181, 187 (3d Cir. 2001) (approving of use of the CLS fee schedule generally); *see also League of Women Voters of Pennsylvania v. Pennsylvania*, No. 17-CV-5137, 2018 WL 1787211, at *7 (E.D. Pa. Apr. 13, 2018) (eight years prior to this declaration, approving a rate of $400 an hour as a "a fair median hourly rate for the [Public Interest Law Center] lawyers").

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29. As of this date, the total expenses incurred by Settlement Class Counsel for this litigation is **$348.35**. The expenses are shown separately for the Public Interest Law Center and Hausfeld LLP below. The Public Interest Law Center incurred **$206.08** in litigation expenses and Hausfeld LLP incurred **$142.37** in litigation expenses.

Public Interest Law Center (PILC) Expenses *Colbourne v. Odin Properties LLC*, **No. 1907**	
Category	**Total**
Legal Research (Westlaw & Court Filings)	$ 122.83
Printing	$ 83.25
	$ 206.08

Hausfeld LLP Expenses *Colbourne v. Odin Properties LLC*, **No. 1907**	
Category	**Total**
Legal Research (Westlaw & Court Filings)	$ 138.55
Printing	$ 3.72
	$ 142.37

30. An award of $20,000 for reimbursement of fees and costs results in a multiplier (awarded fees as a percentage of total fees incurred) of only .11—a negative multiplier when based on PILC's lodestar (20,000/183,155.00)—meaning that PILC will recover only 11 percent of the fees expended on this matter. If the multiplier calculation includes Hausfeld's fees, the multiplier plunges to just .05 (20,000/388,724.50), meaning Settlement Class Counsel will recover only 5 percent of the fees expended on this matter.

31. The Settlement Class's recovery was negotiated by Settlement Class Counsel and Defendants, and approved by the Class Representatives, prior to the negotiation of the requested attorneys' fees award or the Class Representatives' service awards. The Settlement Agreement provides that all awards, if approved by the Court, will be paid by Defendants separate from their payment of $75,000 for rent refunds.

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32. If the requested attorneys' fees award is approved, the Public Interest Law Center will use the funds in service of its non-profit mission to provide free legal services to vulnerable populations in the Philadelphia area.

33. Hausfeld LLP has acted *pro bono* throughout this litigation and will take no part of any approved award.

Settlement Class Representatives' Actions

34. During the course of this litigation, each Settlement Class Representative actively participated in the litigation and settlement process.

35. In the investigation stage of this litigation, each Settlement Class Representative provided information to Settlement Class Counsel in the form of multiple interviews. Each Settlement Class Representative also searched for and provided documents to Plaintiffs related to their tenancy at Bentley Manor, such as photos and leases.

36. During the litigation, each Settlement Class Representative agreed to preserve all relevant documents and to make themselves available for discovery, such as depositions and requests for documents. Each Settlement Class Representative also reviewed and approved the Complaint and the Amended Complaint. Each Settlement Class Representative took an active role in supporting the litigation as well, including by sharing information about the ongoing conditions at Bentley Manor and the conduct of the Defendants, and by communicating updates with other tenants of Bentley Manor.

37. Each Settlement Class Representative monitored the progress of settlement negotiations between Settlement Class Counsel and counsel for Defendants. Each Settlement Class Representative considered each of Defendants' settlement offers and independently decided whether to approve or reject them.

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38. Throughout the litigation, Settlement Class Representatives were not promised by Settlement Class Counsel that they would receive any award or compensation for their role in this litigation.

I certify under penalty of perjury under the law of the Commonwealth of Pennsylvania that the foregoing is true and correct.

Executed on September 28, 2026 in Philadelphia, Pennsylvania.

/s/ Daniel Urevick-Ackelsberg
Daniel Urevick-Ackelsberg

I certify under penalty of perjury under the law of the Commonwealth of Pennsylvania that the foregoing is true and correct.

Executed on September 28, 2026 in Philadelphia, Pennsylvania.

/s/ Jeannine M. Kenney
Jeannine M. Kenney

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EXHIBIT C

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DAWN COLBOURNE, CASEY ALLISON, PORTER GRANT, and all others similarly situated, *Plaintiffs*, v. ODIN PROPERTIES LLC, et al., *Defendants*.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL DIVISION MARCH TERM, 2025 NO. 1907 CLASS ACTION

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (herein, "Agreement," "Settlement," or "Settlement Agreement"), dated April 2, 2026, is made and entered into by and among: (i) Plaintiffs Dawn Colbourne, Casey Allison, Porter Grant (together, "Plaintiffs" or "Named Plaintiffs"), on behalf of themselves and on behalf of each Settlement Class Member (the "Settlement Class" or "Class," as defined below), by and through their counsel at the Public Interest Law Center and Hausfeld LLP (together, "Settlement Class Counsel"); and (ii) Odin Properties LLC, Odin Management LLC, Fernrock Apartments 2 LP ("Fernrock"), PT Fernrock Apartments 2 LLC (together, "Defendants"), by and through their counsel Klehr Harrison Harvey Branzburg LLP ("Defendants' Counsel"), (Defendants, together with Plaintiffs, the "Parties" or "Settling Parties").

This Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully resolve, discharge, and settle the Released Claims (defined in Section I below), upon and subject to the terms and conditions hereof.

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RECITALS

WHEREAS, on March 13, 2025, Plaintiffs filed a class action complaint in *Colbourne et al. v. Odin Properties, LLC et al.*, No. 1907 (Ct. Com. Pl. Pa. 2025) (the "Action"). Plaintiffs alleged multiple violations of the laws of the Commonwealth of Pennsylvania and the City of Philadelphia arising from the Defendants' alleged failure to maintain the Property in a safe and habitable condition while unlawfully collecting rent and fees from Tenants. Specifically, Plaintiffs allege, among other things, that: (i) Phila. Code § 9-3903 requires that landlords in Philadelphia maintain properties in a fit and habitable condition, including by repairing unappealed code violations issued by Philadelphia's Department of Licenses and Inspections ("L&I") within thirty days (the "fit and habitable requirement"); (ii) Phila. Code § 9-3902(1)(a) requires that landlords in Philadelphia maintain a valid rental license (the "rental license requirement"); (iii) landlords are prohibited from demanding and collecting rent and late fees for the period of noncompliance with the fit and habitable requirement and/or the rental license requirement; (iv) Defendants illegally demanded and at times collected rent, as well as late fees, from Tenants such as the Named Plaintiffs and the proposed Settlement Class, despite failing to maintain the Property in a fit and habitable condition, despite failing to repair serious, unsafe, and unappealed L&I violations within thirty days, and despite lacking a valid rental license; (v) Defendants breached their contracts with Plaintiffs; and (vi) Defendants' conduct violated Pennsylvania's Unfair Trade Practices and Consumer Protection Law and its Fair Credit Extension Uniformity Act.

WHEREAS, Plaintiffs have contended that they and the Settlement Class are entitled to actual damages, trebled damages, disgorgement, restitution, declaratory and injunctive relief, and equitable relief as a result of violations of the laws arising from Defendants' alleged conduct;

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WHEREAS, Defendants have denied each of Plaintiffs' allegations and, on May 15, 2025, filed Preliminary Objections to the Class Action Complaint asserting that the claims were legally insufficient on multiple grounds, including that: (i) any alleged temporary lapses in the Property's rental license or certificate of rental suitability involved isolated exterior issues that were fully cured and caused no injury; (ii) Pennsylvania courts have consistently held that tenants may not recover rent already paid solely because of licensing issues where they remained in possession and received the full benefit of their leases; (iii) the City Rent Withholding Act provides the exclusive statutory remedy for alleged habitability-related licensing issues and therefore preempts Plaintiffs' claims; (iv) Plaintiffs' claims under the Unfair Trade Practices and Consumer Protection Law and the Fair Credit Extension Uniformity Act fail as a matter of law because Plaintiffs suffered no ascertainable loss, and, in any event, such claims are barred by the voluntary payment doctrine; (v) Plaintiffs cannot state claims for breach of contract or unjust enrichment because they (a) received habitable apartments in exchange for their agreed rent, (b) cannot point to any lease provision breached by their landlord, and (c) continued to occupy their units and would be unjustly enriched if permitted to stay live in their units rent-free; and (vi) Plaintiffs improperly sued entities that were not their landlord and have disregarded the separate and independent corporate existence of the Defendants.

WHEREAS, on June 18, 2025, Plaintiffs filed an amended Class Action Complaint with additional factual allegations;

WHEREAS, the Parties began discussing the potential resolution of Plaintiffs' claims;

WHEREAS, on July 9, 2025, the Court entered the Parties' Joint Stipulation to Extend the Time For Defendants' Response to Plaintiffs' Amended Complaint and, on August 8, 2025 entered

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the Parties' Joint Stipulation to Stay Case Deadlines Pending Consideration of Settlement Agreement;

WHEREAS, on or about January 5, 2026, Fernrock Apartments 2 LP recorded a conveyance of the real property commonly known as 1410 West 72nd Avenue, Philadelphia, Pennsylvania, also known as Bentley Manor (the "Property") to 1410 W 72nd Ave LLC ("New Owner") by Special Warranty Deed;

WHEREAS, neither in that January 5, 2026 conveyance, nor anywhere else, have Defendants conveyed the right to collect rent or late fees for time period of December 14, 2024 through April 28, 2025 to New Owner or any other individual or entity;

WHEREAS, on April 2, 2026, the Settling Parties and New Owner entered into a Cooperation Agreement, which is attached to this agreement as Exhibit A and incorporated by reference herein;

WHEREAS, without admitting or conceding any wrongdoing, liability, or damages, the Defendants have agreed to settle the Action to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation;

WHEREAS, as a result of extensive arm's length negotiations between counsel for the Parties, Plaintiffs and Defendants have entered into this Agreement;

WHEREAS, the Settling Parties have had a full opportunity to examine the facts and circumstances surrounding their respective decisions to accept the terms of this Agreement;

WHEREAS, Plaintiffs, through their counsel, conducted an investigation from interviews, site visits, and public records into the facts and underlying events relating to the subject matter of the claims; analyzed the applicable law; and sought confirmatory settlement discovery from the Defendants; and concluded, based upon their investigation and taking into account the risks,

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uncertainties, burdens, and costs of further prosecution of their claims as well as the benefits to be received pursuant to this Agreement, that resolving the claims against Defendants, according to the terms set forth below, is fair, reasonable, adequate, and in the best interests of Named Plaintiffs and the Class;

WHEREAS, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Named Plaintiffs and that Settlement Class Counsel have consulted with and confirmed that all three Named Plaintiffs fully support and have no objection to this Agreement; and

WHEREAS, the Parties wish to preserve all arguments, defenses, and responses to all claims in the Action, including in the event this Agreement does not obtain final approval from the Court and result in a Final Judgment;

NOW, THEREFORE, in consideration of the foregoing, and without any admission or concession by Plaintiffs of any lack of merit to their allegations and claims, and without any admission or concession by Defendants of any liability or wrongdoing or lack of merit in its defenses on the merits or to the propriety of class treatment of Plaintiffs' claims in a non-settlement context, in consideration of the mutual covenants and terms contained herein and subject to the final approval of the Court, Plaintiffs, Settlement Class Counsel, and Defendants agree as follows:

I. DEFINITIONS.

As used in this Agreement, the following capitalized terms have the meanings specified below, unless this Agreement specifically provides otherwise:

A. "Action" means the above-referenced action, *Colbourne et al. v. Odin Properties, LLC et al.*, No. 1907 (Ct. Com. Pl. Pa. 2025).

B. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to

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compensate any and all attorneys representing Plaintiffs who have assisted in conferring benefits upon the Class, as described in Section IV of this Agreement.

C. "Class Notice" means the notice to the Settlement Class described in Section V, as approved by the Court.

D. "Court" means the Philadelphia County Court of Common Pleas.

E. "Defendants" means Odin Properties LLC, Odin Management LLC, Fernrock Apartments 2 LP, and PT Fernrock Apartments 2 LLC.

F. "Effective Date" means the date on which the Court's Final Judgment approving this Agreement becomes final. For purposes of this paragraph, the Court's Final Judgment "becomes final" upon the latter of the following dates: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final Judgment; (ii) the date of final dismissal of any appeal from the Final Judgment or the final dismissal of any proceeding on a petition for allowance of appeal to review the Final Judgment; (iii) the date of final affirmance on an appeal of the Final Judgment; or (iv) the expiration of the time for a petition for allowance of appeal to review the Final Judgment.

G. "Execution Date" means the latest date of the execution of this Agreement by all Parties.

H. "Fairness Hearing" means the hearing held by the Court for the purposes of determining whether to finally approve this Agreement as fair, reasonable, and adequate.

I. "Final Judgment" means an order granting final approval of the Settlement and finally adjudicating the Action, in a form substantially containing the items discussed in Section IX of this Agreement.

J. "Lease" means a fully executed written agreement between Fernrock and a Tenant for the residential use of a unit within the Property in exchange for the payment of rent to Fernrock

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K. "Named Plaintiffs" means Dawn Colbourne, Casey Allison, and Porter Grant.

L. "Opt Out," as a noun, means a member of the Settlement Class who properly files a timely and valid written request for exclusion from the Settlement, in accordance with the exact procedures set forth in a Court-approved Class Notice. "Opt Out," as a verb, means to properly file a timely and valid written request for exclusion from the Settlement, in accordance with the exact procedures set forth in a Court-approved Class Notice.

M. "Opt Out Deadline" means the date by which all Settlement Class Members seeking to exclude themselves from the Settlement Class must Opt Out, as described in Section VI of this Agreement.

N. "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective heirs, predecessors, successors, representatives, or assignees.

O. "Preliminary Approval Order" means an order entered by the Court preliminarily approving the Settlement Agreement and ordering that Class Notice be provided to the Settlement Class.

P. "Property" shall refer to the real property located at 1410 72nd Ave, Philadelphia, PA 19126, otherwise known as "Bentley Manor," a 71-unit residential apartment building.

Q. "Released Claims" shall collectively mean any and all claims and causes of action asserted in, or that could have been asserted in, the Amended Class Action Complaint including, without limitation, any causes of action under Philadelphia's Certificate of Rental Suitability Laws (Phila. Code Ch. 9-3900), Philadelphia's Rental License Laws (Phila.

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Code Ch. 9-3900), Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL") 73 P.S. § 201-1, *et seq.*, Pennsylvania Fair Credit Extension Uniformity Act ("FCEUA"), 73 P.S. § 2270.1, *et seq.*, and any other statutes, regulations, ordinances, or other positive or common laws or principles of equity, including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, restitution, declaratory relief, equitable relief, attorneys' fees and expenses, and any other form of relief that either has been asserted, or could have been asserted in the Amended Class Action Complaint by any Settlement Class Member against any of the Released Persons based on or arising out of or related to the allegations, facts, or circumstances described in the Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of this Settlement Agreement, and shall not include the claims of Settlement Class Members who have Opted Out from the Settlement Class.

R. "Released Persons" means Odin Properties LLC, Odin Management LLC, Fernrock Apartments 2 LP, PT Fernrock Apartments 2 LLC, and any and all of their respective predecessors, successors, assigns, transferees (including but not limited to 1410 W 72d Ave LLC), parents, subsidiaries, divisions, affiliates, affiliated entities, related entities, joint ventures, partnerships, and owners of any type or nature (whether direct or indirect, individual or entity); together with each and all of their respective past, present, and future officers, directors, members, managers, shareholders, partners, investors, administrators, employees, agents, contractors, representatives, independent contractors, insurers, reinsurers, subrogees, indemnitees, attorneys, heirs, executors, devisees, trustees, beneficiaries, and assigns, as well as any other person or entity acting by, through, under, or in concert with any of the foregoing.

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S. "Relevant Time Period" shall refer to December 14, 2024 through April 28, 2025.

T. "Service Awards" means such funds as may be awarded by the Court to the Named Plaintiffs to compensate them for their participation in the Action, as further described in Section IV below.

U. "Settlement Administrator" means the firm retained by Settlement Class Counsel, and subject to Court approval, to help design and disseminate notice to the Settlement Class and administer the Settlement Benefits described in Section III below, receive and report Opt Outs, if any, as described in Section VI below, and serve as Escrow Agent for the Settlement Fund.

V. "Settlement Class" means the Class defined in Section II(1) herein.

W. "Settlement Class Counsel" means the Public Interest Law Center and Hausfeld LLP.

X. "Settlement Class Member(s)" means a Tenant who falls within the definition of the Settlement Class and who has not Opted Out of the Settlement. In this Settlement Agreement, Tenants who, before the Opt Out Deadline, fall within the definition of the Settlement Class, are referred to as "putative Class Members." After dissemination of the Class Notice and by the Opt Out Deadline, putative Class Members will elect to (a) become Settlement Class Members or (b) Opt Out of the Settlement Class.

Y. "Settlement Data" means data contained in an encrypted native Excel file format identifying rent and late fees charged and paid for by Tenants at the Property for any dates within the Relevant Time Period.

Z. "Settlement Fund" shall mean $75,000 in cash paid by Defendants (or caused to be paid) and any interest earned on the Settlement Fund while it is held in Escrow by the Settlement Administrator for the benefit of Settlement Class Members that paid any rent for any dates

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within the Relevant Time Period.

AA. "Tenant" shall mean any natural person who leased a residential unit at the Property pursuant to a Lease.

BB. "Tenancy" shall mean the Tenant's possession of a residential unit on the Property pursuant to a Lease.

II. SETTLEMENT CLASS CERTIFICATION.

1. For purposes of this Settlement only, the Settling Parties agree to seek certification of the following Settlement Class:

> *All Tenants who entered into a Lease for Tenancy in one or more rental units at the Property, for which Defendants charged the Tenant rent for any dates within the Relevant Time Period (12/14/24 through 4/28/25).*

2. Excluded from the Settlement Class are (i) Defendants; (ii) all Released Persons; (iii) any putative Class Member who Opts Out of the Settlement Class; and (iv) any judge presiding over this Action, and his or her staff and immediate family members.

3. For purposes of this Settlement only, the Settling Parties agree that Plaintiffs may seek the appointment of the Public Interest Law Center and Hausfeld LLP as counsel for the Settlement Class.

4. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Agreement, this Settlement Agreement, and the certification of the Settlement Class as a class action provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue.

5. The Cooperation Agreement between the Parties and the New Owner, attached as Exhibit A to this agreement, is incorporated by reference herein and constitutes a material

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inducement to Plaintiffs entering into this Settlement Agreement.

III. SETTLEMENT BENEFITS.

6. As consideration for the dismissal of the Action with prejudice, as contemplated in this Agreement, and for the full and complete release of the Released Claims, Defendants agree to the following (together, the "Settlement Benefits"):

A) Debt Relief.

Defendants shall provide the following Debt Relief to Settlement Class Members:

7. Fernrock, as the landlord of the Property during the Relevant Time Period and only entity or person with a legal right to unpaid rent and unpaid late fees for the Relevant Time Period, shall forgive any unpaid rent and unpaid late fees charged to each Settlement Class Member (including current and former Tenants) for Tenancy at the Property for any dates within the Relevant Time Period and which has not been satisfied as of the Effective Date ("Debt Relief"), as set forth in paragraphs 8 through 10 below.

8. Defendants will not collect, or attempt to collect, any unpaid rent or late fees charged (or that could have been charged) from any Settlement Class Member for Tenancy at the Property for any dates within the Relevant Time Period.

9. Defendants will not sue or evict any Settlement Class Member on grounds of non-payment of rent or late fees charged (or that could have been charged) for Tenancy at the Property for any dates within the Relevant Time Period.

10. The total amount of Debt Relief provided to Settlement Class Members who qualify for Debt Relief is (in the aggregate) sixty-six thousand eight hundred ninety-one dollars and seven cents ($66,891.07). The amount of Debt Relief to which each Class Member is entitled is included in the Settlement Data that has been provided under paragraph 16 herein. The total amount of Debt Relief will be allocated among members of the Settlement Class as a credit reflected on the

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individual's rent ledger, if applicable, based on the actual amount of unpaid rent and unpaid late fees charged to the Settlement Class Member for Tenancy at the Property for any dates within the Relevant Time Period and which has not been satisfied as of the Effective Date, as reflected in the Settlement Data. The Debt Relief obligation undertaken in this Agreement shall be fully satisfied solely and exclusively by compliance with this Section III.A.

B) Individual Cash Payments.

11. Settlement Fund and Individual Cash Payments. Pursuant to the terms and conditions set forth herein, within 21 calendar days of preliminary approval of this Agreement, Defendants shall transfer the sum of seventy-five thousand dollars ($75,000) to the Settlement Administrator for deposit into an escrow account established by the Settlement Administrator as escrow agent (the "Settlement Fund"). If the Court declines to enter the Preliminary Approval Order, declines to enter the Final Judgment, or upon any appeal, petition, request for rehearing, the Final Approval Order and Judgment is not affirmed, the Settlement Fund amount shall be returned to Defendants less any taxes owed or paid on the Settlement Fund plus any interest that may have been earned on the Settlement Fund.

12. The Settlement Fund shall be allocated among and distributed to the Settlement Class Members (the "Settlement Amount") who paid any rent for tenancy for any dates within the Relevant Time Period. The right to receive such a cash payment shall not be assignable or transferable. The Settlement Amount will be allocated *pro rata* to Settlement Class Members that paid any rent for tenancy for any dates within the Relevant Time Period as determined by the Settlement Administrator who shall be responsible for calculating each Class Member's payment (the "Individual Cash Payments") under this Plan of Allocation. The Settling Parties shall confer in good faith in an effort to resolve any disputes regarding it prior to submission to the Court. After Court approval, the Settlement Administrator shall distribute the Individual Cash Payments to

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eligible Settlement Class Members in accordance with this paragraph and provide a written declaration that the distributions occurred.

13. Plan of Allocation for Individual Cash Payments:

a. Individual Cash Payments shall be allocated to Settlement Class Members *pro rata* based on the amount of rent and late fees paid for Tenancy for any dates within the Relevant Time Period by each Settlement Class Member compared to the total amount of rent and late fees paid by all Settlement Class Members for Tenancy for any dates within the Relevant Time Period.

b. The amount of each Settlement Class Member's payment of rent and late fees for Tenancy for any dates within the Relevant Time Period will be determined from the Settlement Data previously produced by Defendants.

c. The Settlement Administrator shall distribute the Individual Cash Payments from the Settlement Fund Escrow Account within two weeks of the Effective Date.

14. Cy Pres. If Settlement Class Members who qualify to receive Individual Cash Payments cannot be located by the Settlement Administrator with the cooperation of Defendants and New Owner, or if checks providing such Individual Cash Payments have not been cashed within ninety (90) calendar days of the issuance date, those amounts shall be reallocated, *pro rata*, under the same Plan of Allocation, to the remaining Settlement Class Members to the extent reasonably and economically feasible. If reallocation is not reasonably or economically feasible for any remaining portion of the Settlement Amount, the remaining amount shall be distributed as a *cy pres* award to recipient(s) agreed upon by the Settling Parties and approved by the Court. The Settling Parties agree that, pending Court approval, Community Legal Services of Philadelphia shall serve as the recipient of *cy pres* funds. Should the Court not approve Community Legal

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Services, the Parties agree such recipient must be involved in advocating for low-income tenants in the Philadelphia region.

C) Cooperation, Settlement Distribution, Administration, and Monitoring.

15. In General: The Settling Parties and the Settlement Administrator shall act in good faith and use reasonable best efforts to carry out the terms of this Agreement, promptly address any discrepancies or administrative issues that may arise, and endeavor in good faith to ensure the accurate and timely application or distribution of all Settlement Benefits. Defendants shall reasonably cooperate with the Settlement Administrator and provide the Settlement Administrator with requested information and data that may be reasonably necessary to permit the Settlement Administrator to accurately and effectively create the Plan of Allocation, allocate the Settlement Amount, and otherwise effectuate and verify accurate allocation of the Settlement Benefits, including by providing de-anonymized Settlement Data described in Paragraph 16 below.

16. Settlement Data: Within ten (10) calendar days after the Court preliminarily approves the Settlement Agreement, and at least thirty (30) calendar days prior to the issuance of Notice of the Settlement to the Settlement Class, Defendants shall produce to Settlement Class Counsel and the Settlement Administrator de-anonymized Settlement Data, including:

a. The name, unit number, current and/or last known address(es), and all other available contact information (i.e., phone number and email address) of each putative Class Member (including multiple Tenants on a single Lease, if any); and

b. For each unit on the Property, all rent and all late fees charged to and paid (whether in full, in part, or zero) by each putative Class Member (including current and former Tenants) by month for any dates within the Relevant Time Period.

c. Pursuant to the Cooperation Agreement, New Owner shall assist in the identification of current and new addresses and contact information for the Class

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Members.

17. Use of Settlement Data: The Settlement Data may be used solely for purposes of effectuating the terms of this Agreement and administering the Settlement Benefits in accordance with a Preliminary Approval Order and Final Judgment. .

18. Protection of Settlement Data: The Settlement Data shall be protected by Pennsylvania Rule of Evidence 408. Settlement Class Counsel shall include, in its motion for Preliminary Approval of the Settlement and in the accompanying proposed Preliminary Approval Order, provisions protecting the Settlement Data as strictly confidential by all recipients; and as for the eyes of only the Court, Settlement Class Counsel, Defense Counsel, and the Settlement Administrator; and for use solely for purposes of this Settlement. After entry of a Preliminary Approval Order, the Settlement Administrator shall confirm in writing its agreement to comply with the terms of that order governing confidentiality and use of the Settlement Data.

19. Destruction of Settlement Data: Unless otherwise ordered by the Court as set forth herein or agreed to in writing in advance by Defendants, within sixty (60) calendar days after the Effective Date or submission of a written declaration from the Settlement Administrator that the Settlement Administration process is complete and all Settlement Funds have been paid out, the Settlement Administrator and Settlement Class Counsel shall permanently destroy all of the Settlement Data in their possession. The Recipients shall certify such destruction in a signed writing if requested by Defendants.

IV. NAMED PLAINTIFFS' SERVICE AWARDS AND ATTORNEYS' FEES AND EXPENSES.

20. Attorneys' fees and expenses, and Service Awards to the Named Plaintiffs, as set forth below, shall be separately paid by Defendants upon approval by the Court and within thirty (30) days after the Effective Date. Any attorneys' fees and expenses or Service Awards approved

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by the Court and paid by Defendants will in no way affect Settlement Class Members' Settlement Benefits.

A) Named Plaintiffs' Service Awards.

21. Settlement Class Counsel may apply to the Court for an award of reasonable service awards of $2,000 for each Named Plaintiff for the time and effort spent in this Action on behalf of the Settlement Class. Named Plaintiffs shall also share in the Debt Relief and/or Individual Cash Payment benefits provided under this Agreement.

B) Attorneys' Fees and Costs.

22. Within thirty (30) calendar days of the deadline for objections to and requests for exclusion from the Settlement, Settlement Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses for time and expenses already incurred in prosecuting this Action and estimated time and expenses through the final implementation of this Agreement. Settlement Class Counsel's application shall not exceed $20,000.

23. Fees, Costs, and Service Awards. Within twenty-one (21) calendar days of preliminary approval of this Agreement, Defendants shall transfer the sum of $26,000 to the Settlement Administrator for deposit into an escrow account established by the Settlement Administrator as escrow agent ("Fees, Costs, and Service Awards Fund"). If the Court approves less than $2,000 in service awards for each Plaintiff and/or less than $20,000 in attorneys' fees and costs, the difference between the award and the amount in the Fees, Costs, and Service Awards Escrow Fund plus any interest earned applicable to that residual less taxes paid or owed shall be returned to Defendants within ten (10) calendar days of the Court's order regarding attorneys' fees and costs, and service award to the Plaintiffs.

V. NOTICE, ESCROW AGENT, AND SETTLEMENT ADMINISTRATION.

24. Settlement Class Counsel shall include, in its motion for Preliminary Approval of

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the Settlement, requests for appointment of the Settlement Administrator, Settlement Class Representatives, and Settlement Class Counsel; a proposed form of, method for, and proposed dates of dissemination of Class Notice (the "Notice Plan"), and plans for claims administration and monitoring

A) Settlement Administrator.

25. Settlement Class Counsel shall seek appointment by the Court of a Settlement Administrator, which shall be responsible for distributing Class Notice, receiving and reporting Opt Outs, and helping administer the Settlement Benefits, including receiving Settlement Data in accordance with this Agreement, creating the Plan of Allocation, receiving Monthly Ledger report(s) and issuing Cash Payments, as applicable. Any fees and costs associated with Notice and/or Settlement Administration shall be the responsibility of Settlement Class Counsel.

B) Notice Plan.

26. Class Member Data and Class List: The identity of each Settlement Class Member shall be available from the de-anonymized Settlement Data provided by Defendants in accordance with this Agreement. The Settlement Administrator will review the Settlement Data and assign a unique identification number to each Settlement Class Member, which will comprise the final Settlement Class Member list ("Class List").

27. Form of Notice: The form of notice will be proposed to the Court for approval under Pennsylvania Rule of Civil Procedure 1712. The form of notice shall be provided to counsel for the Settling Parties reasonably in advance of submission to the Court. The Settling Parties shall confer in good faith in an effort to resolve any disputes regarding it prior to submission to the Court. The Court-appointed Settlement Administrator will issue an affidavit regarding notice and Opt Outs in conjunction with Plaintiffs' motion for final approval of the Settlement.

28. Subject to Court approval, the Settlement Administrator will distribute notice to

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Settlement Class Members who are current Tenants at the Property as of the date of notice distribution – by email and U.S. Mail ("Direct Notice"). Subject to the Court's approval, the Settlement Administrator will distribute notice to Settlement Class Members who are no longer Tenants at the Property as of the date of notice distribution – to their last known email and/or last known U.S. Mail address, which will be included in the Settlement Data. The Settlement Administrator will undertake reasonable efforts to identify and update the Class List to find the most recent contact information for each Settlement Class Member prior to distributing notice and administering the Settlement. If Defendants' Settlement Data contains both an email address and a physical mailing address for a Class Member, the Settlement Administrator will provide notice to the Class Member by both email and U.S. Mail.

29. Case website/toll-free hotline: The Settlement Administrator will establish a website dedicated to the Settlement where putative Class Members can find Court documents related to the Settlement, information about the Settlement and how to participate, and important case deadlines. The website to be used for this purpose shall be included in the proposed Preliminary Approval Order submitted with the motion for preliminary approval of this Settlement and shall be publicly accessible by the time the Court-approved notice is issued to putative Class Members. The Settlement Administrator will also establish and operate a toll-free phone number, which will utilize an interactive voice response system to provide Class Members with responses to frequently asked questions and provide information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week.

30. Additionally, Class Members will be able to leave a voicemail with their name and address if they want the Long Form Notice mailed to them

31. Timing and Content of Notice: Notice will be sent to each Settlement Class Member

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(whether by email, U.S. Mail, or both), no later than forty-five (45) calendar days after preliminary approval, informing the Settlement Class Member of the terms of the Agreement, their rights, deadlines to object to or Opt Out, and related information. A copy of the proposed form of Notice will be filed with Settlement Class Counsel's motion for Preliminary Approval of the Settlement.

32. Notice Duties of the Settlement Administrator: Along with the other duties identified herein, the Settlement Administrator shall be responsible for, without limitation: (a) designing the Notice, subject to approval by the Parties; (b) updating the Class List with the most current available address information prior to delivering the Notices; (c) emailing the Notices; (d) printing and mailing the Notices; (e) handling returned email and mail not delivered to members of the Settlement Class; (f) attempting to obtain updated address information for Notices returned without a forwarding address; (g) establishing a dedicated website for the Settlement; (h) providing a mailing address for the receipt of written correspondence from members of the Class, including Opt Outs; (i) forwarding written inquiries from Settlement Class Members to Settlement Class Counsel or their designee for a response, if warranted; and (j) otherwise implementing the Notice Plan and disseminating Notice of this Settlement Agreement.

33. Communications with Class Members After Notice: Within thirty (30) days after receipt of the Settlement Data, the Settlement Administrator shall prepare and send individualized statements to affected Settlement Class Members, by both first-class U.S. Mail and email, reflecting the amount of each Individual Cash Payment to be made. The statement will also notify Settlement Class Members that any unpaid rent or late fees charged (or that could have been charged) to any Settlement Class Member (including current and former Tenants) for Tenancy at the Property for any dates within the Relevant Time Period is forgiven. Settlement Class Members will be instructed to contact the Settlement Administrator regarding any questions concerning the

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Individual Cash Payment. Defendants will direct any inquiries they receive regarding this Settlement to the case website and/or the Settlement Administrator's toll-free phone number. Nothing in this Agreement shall prevent the Property's Landlord from responding to inquiries from, providing information to, or otherwise communicating with its Tenants in the ordinary course. Nothing in this Agreement shall prevent Settlement Class Counsel from responding to inquiries from, providing information to, or otherwise communicating with Settlement Class Members regarding their rights under this Agreement.

34. Affidavit of Notice: In conjunction with Plaintiffs' motion for final approval of the Settlement, the Settlement Administrator shall provide an affidavit of notice detailing the scope, method, and notice program along with a list identifying those persons who have Opted Out from the Settlement.

C) Administration.

35. Recordkeeping: The Settlement Administrator shall maintain complete records of all payments and communications with Settlement Class Members for a period of six months after the Effective Date.

36. Escrow Accounts and Escrow Agent. The Settlement Administrator shall serve as Escrow Agent for the Settlement Fund and for the Fees, Costs, and Service Awards Fund.

a. The Settlement Fund and Fees, Costs, and Service Awards Fund shall be held in Qualified Settlement Funds (together, the "Funds").

b. The Parties and their Counsel shall treat and shall cause the Escrow Agent and Settlement Administrator to treat the Settlement Fund and Fees & Costs Fund as "qualified settlement funds" within the meaning of United States Treasury Reg. §1.468B-l, at all times, from the creation of the Escrow Accounts. All provisions of this

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Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B 1. The Settlement Administrator shall be the administrator of the Qualified Settlement Fund pursuant to Treas. Reg. §1.468B-2(k).

c. Any Taxes (including any estimated Taxes, interest or penalties) that may arise with respect to any income that may be earned by the Funds shall be paid out of the Settlement Funds. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid by the Escrow Agent out of the Settlement Fund, upon notice to Settlement Class Counsel, and/or the Settlement Administrator shall be authorized to withhold from distribution to Class Members entitled to an Individual Cash Payment any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)).

d. The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the Escrow Account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). The Released Parties shall not have any liability for any Taxes or any alleged failure with respect

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to any obligation related to any Taxes.

D) Opportunity to Cure.

37. If one Party to this Agreement considers another Party or the Settlement Administrator to be in breach of an obligation under this Agreement or applicable Court Order, that Party must provide the suspected breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

VI. REQUEST FOR EXCLUSION ("OPT OUTS").

38. Any putative Class Member who wishes to Opt Out of the Settlement Class must mail a written request for exclusion to the Settlement Administrator at the address provided in the Notice, postmarked no later than the date ordered by the Court, which shall be no earlier than thirty (30) calendar days after the Notice is mailed. The written request must specify that the putative Class Member wishes to be excluded from the Settlement, and the request must otherwise comply with the terms stated in the Notice and Preliminary Approval Order. The Settlement Administrator shall forward copies of any written requests for exclusion to Settlement Class Counsel and Defendants' Counsel.

39. A putative Class Member may Opt Out on an individual basis only. Opt Outs shall not include (1) persons who are not putative Class Members or (2) Settlement Class Members who elect to withdraw their request for exclusion before the Opt Out Deadline.

40. If a putative Class Member Opts Out, they will not be eligible to receive any Settlement Benefits. Any putative Class Member who does not Opt Out as provided in this Agreement shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Final Judgment in the Action, including releasing the Released Claims against the Released Persons. If a putative Class Member files both a request for exclusion and an

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objection to the Settlement Agreement, the objection shall be operative and the request for exclusion shall be void.

41. The Parties shall not directly or indirectly encourage any putative Settlement Class Member to object or request exclusion from the Settlement Class.

42. Right of Rescission: Within ten (10) calendar days of the Opt Out Deadline as approved by the Court, the Settlement Administrator shall provide Settlement Class Counsel and Defense Counsel with a list of Opt Outs. If there are more than twelve (12) Opt Outs, Defendants may, by notifying Settlement Class Counsel in writing within ten (10) calendar days of receiving the list, that they elect to declare the Agreement void. If Defendants void the Settlement Agreement pursuant to this paragraph, all of Defendants' obligations under this Agreement shall cease to be of any force and effect, and the Settling Parties shall be restored to their litigation position existing immediately before the execution of this Agreement.

43. Named Plaintiffs waive their right to exclude themselves from the Settlement.

VII. OBJECTIONS TO THE SETTLEMENT.

44. After the Opt Out Deadline, any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement, the award of Attorneys' Fees and Expenses, or the Service Awards to the Named Plaintiffs must deliver to Settlement Class Counsel and Defendants' Counsel and file with the Court on a date ordered by the Court a written statement of their objections. Any such objection shall include the specific reason(s), if any, for the objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention, any evidence or other information the Settlement Class Member wishes to introduce in support of the objection, a statement of whether the Settlement Class Member intends to appear and argue at the Fairness Hearing, the Settlement Class Member(s) to which the objection applies, and the basis for his or her claimed authority to object on behalf of other Settlement Class Members, if any.

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Settlement Class Members may object either on their own or through an attorney retained at their own expense. In addition to the foregoing written statement, Settlement Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a written notice of intention to appear to Settlement Class Counsel and Defendants' Counsel, and file said notice with the Court on a date ordered by the Court.

45. Any Settlement Class Member who fails to comply with the provisions in this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or to 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 and Waiver below, the Final Order and the Final Judgment in the Action. Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement is approved, as long as the objecting Settlement Class Member complies with all requirements of this Agreement applicable to Settlement Class Members.

46. Named Plaintiffs waive their right to object to the Settlement.

VIII. RELEASE AND WAIVER.

47. Upon the Effective Date and in consideration of this Agreement and any applicable Settlement Benefits, each Settlement Class Member, including but not limited to Named Plaintiffs, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against all Released Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

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IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS.

48. Preliminary Approval: As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel shall file a motion for Preliminary Approval of the Settlement with the Court, submitting this Settlement Agreement and requesting entry of a Preliminary Approval Order. The proposed Preliminary Approval Order shall be provided to counsel for Defendants reasonably in advance of submission to the Court. The Settling Parties shall confer in good faith in an effort to resolve any disputes regarding it prior to submission to the Court and Defendants shall not unreasonably delay or withhold their consent. The proposed Preliminary Approval Order shall, at a minimum:

a. Certify the Settlement Class, defined in Paragraph II(1), for purposes of this Settlement only;

b. Preliminarily approve the Settlement and its terms as fair, reasonable, and adequate;

c. Appoint Settlement Class Counsel;

d. Appoint Named Plaintiffs as Class Representatives;

e. Approve the Notice Plan and Form of Notice;

f. Determine that the Notice complies with all legal requirements;

g. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;

h. Set the deadlines for Opt Outs from and objections to the Settlement;

i. Require that members of the Settlement Class who wish to Opt Out submit an appropriate and timely written request for exclusion as directed in this Agreement and in the Notice, and that a failure to do so shall bind those Settlement Class Members who remain in the Class;

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j. Require that Settlement Class Members who wish to appear to object to the Agreement submit an appropriate and timely written statement as directed in the Agreement and Notice;

k. Appoint the Settlement Administrator; and

l. Issue any other related orders to effectuate the preliminary approval of this Agreement.

49. Final Order and Final Judgment: At the Fairness Hearing, the Settling Parties shall seek to obtain from the Court a Final Order and Final Judgment. The Proposed Final Order and Final Judgment shall be provided to counsel for the Settling Parties reasonably in advance of submission to the Court. The Settling Parties shall confer in good faith in an effort to resolve any disputes regarding it prior to submission to the Court and Defendants shall not unreasonably delay or withhold their consent. The proposed Final Order and Final Judgment shall, at a minimum:

a. Find that the Court has ongoing jurisdiction over the Settlement, the Parties and the Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

b. Finally approve the Settlement Agreement;

c. Finally certify the Settlement Class for purposes of this Settlement only;

d. Find that the Notice and dissemination of Notice complied with applicable law;

e. Dismiss the Action with prejudice and without costs (except as provided for herein);

f. Enter Final Judgment as to Defendants;

g. Incorporate the Release and Waiver set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;

h. Authorize the Settling Parties to implement the terms of the Agreement;

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i. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order, and Final Judgment, and for any other necessary purpose; and

j. Issue related Orders to effectuate the final approval of the Agreement and its implementation.

X. MODIFICATION OR TERMINATION OF THE AGREEMENT.

50. This Agreement may not be modified or amended except in writing executed by the Settling Parties, or their respective successors-in-interest, and approved by the Court.

51. Within fifteen (15) calendar days after the occurrence of any of the following events and upon written notice to counsel for the Settling Parties, a Party shall have the right to withdraw from the Settlement and terminate this Agreement:

a. If the Court fails to approve the Agreement as written or if on appeal the Court's approval is reversed or modified;

b. If the Court materially alters any of the terms of the Agreement, except that a reduction in an award of Attorneys' Fees and Expenses or Named Plaintiffs' Service Awards shall not be deemed to be a material alteration;

c. If the Preliminary Approval Order or the Final Order and Judgment is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason; or

d. If the Right of Rescission is triggered pursuant to Section VI of the Agreement.

52. In the event of a withdrawal pursuant to this Paragraph, any certification of a Class for purposes of settlement will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Action to class treatment, and the Settling Parties shall be restored to their litigation position existing immediately before the

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execution of this Agreement.

XI. MISCELLANEOUS.

53. The Settling Parties acknowledge that it is their intent to consummate this Agreement; and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

54. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settling Parties each agree that the Settlement was negotiated in good faith by the Settling Parties and reflects a Settlement that was reached voluntarily after consultation with competent legal counsel. It is agreed that neither Party shall have any liability to one another as it relates to the Action, except as set forth herein.

55. The Settlement Agreement and the related Cooperation Agreement constitute the entire agreement among the Settling Parties hereto, and no representations, warranties or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in this Agreement. This Agreement supersedes all previous agreements made by the Settling Parties concerning the subject matter hereof.

56. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

57. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties, except that the obligations of non-party New Owner, as defined in the Cooperation Agreement, shall be limited to those expressed in the Cooperation Agreement.

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58. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

59. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Pennsylvania, and the rights and obligations of the Settling Parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of Pennsylvania.

60. All dollar amounts are in United States dollars (USD).

61. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Settling Parties have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: April 2, 2026

[*Signatures on Next Page*]

Case ID: 250301907
Control No.: 26104358

IN WITNESS HEREOF, the undersigned parties have caused this Agreement to be executed as of the date first above written.

Dawn Colbourne (Apr 6, 2026 16:22:23 EDT) 06/04/2026

Dawn Colbourne

Casey Allison (Apr 6, 2026 10:36:20 EDT) 06/04/2026

Casey Allison

Porter Grant (Apr 6, 2026 10:37:50 EDT) 04/06/2026

Porter Grant

Madison J. Gray 06/04/2026

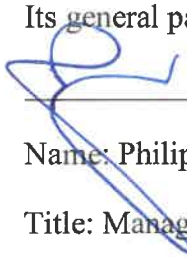
Madison Gray
Counsel for Plaintiffs

Case ID: 250301907
Control No.: 26104358

Fernrock Apartments 2 LP

By: PT Fernrock Apartments 2 LLC,

Its general partner

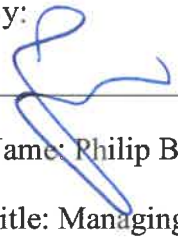


Name: Philip Balderston

Title: Managing Member

PT Fernrock Apartments 2 LLC

By:

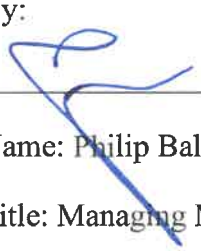


Name: Philip Balderston

Title: Managing Member

Odin Properties LLC

By:

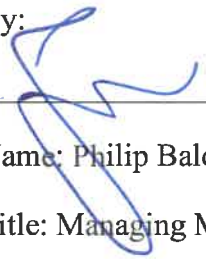


Name: Philip Balderston

Title: Managing Member

Odin Management LLC

By:



Name: Philip Balderston

Title: Managing Member

Case ID: 250301907
Control No.: 26104358

COOPERATION AGREEMENT

This Cooperation Agreement ("Cooperation Agreement") is entered into as of April 2, 2026, by and among: (i) Plaintiffs Dawn Colbourne, Casey Allison, Porter Grant, and all others similarly situated (collectively, "Plaintiffs"), by and through Settlement Class Counsel; (ii) Defendants Odin Properties LLC, Odin Management LLC, Fernrock Apartments 2 LP, and PT Fernrock Apartments 2 LLC (collectively, "Defendants"); and (iii) 1410 W 72nd Ave LLC ("New Owner"). Plaintiffs, Defendants, and New Owner are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Plaintiffs and Defendants are parties to that certain class action pending in the Court of Common Pleas of Philadelphia County, *Colbourne et al. v. Odin Properties LLC et al.*, March Term 2025, No. 1907 (the "Action"), and will enter into a Class Action Settlement Agreement dated April 2, 2026 (the "Settlement Agreement"), which is subject to Court approval;

WHEREAS, New Owner is not a party to the Action, has not been named as a defendant, and has not assumed or admitted any liability with respect to any claim asserted in the Action or released under the Settlement Agreement;

WHEREAS, on or about January 5, 2026, Fernrock Apartments 2 LP recorded a conveyance of the real property commonly known as 1410 West 72nd Avenue, Philadelphia, Pennsylvania, also known as Bentley Manor (the "Property") to New Owner by Special Warranty Deed;

WHEREAS, on or about December 23, 2026, Fernrock Apartments 2 LP and New Owner executed a Sales Agreement with respect to the Property (the "Sales Agreement");

WHEREAS, notwithstanding the conveyance of the Property, Defendants remain solely responsible and liable for fulfillment of all obligations imposed upon them under the Settlement Agreement;

WHEREAS, New Owner is willing to provide such cooperation on the limited terms set forth herein in exchange for receiving the benefits of the Release provided in the Settlement Agreement, and without assuming any liability or obligation beyond those expressly stated herein;

WHEREAS, neither in the Sales Agreement nor anywhere else, has Fernrock Apartments 2 LP or any other defendant conveyed the right to New Owner or anyone else to collect rent or late fees for tenancy during the time period of December 14, 2024 through April 28, 2025 (the "Relevant Time Period");

WHEREAS, New Owner acknowledges that it does not have the legal right to collect or attempt to collect unpaid rent or late fees charged (or that could have been charged) to any current or former tenant for tenancy at the Property during the Relevant Time Period nor to sue or evict any current or former tenant on grounds of non-payment of unpaid rent or late fees charged (or

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that could have been charged) to any current or former tenant for tenancy at the Property during the Relevant Time Period;

WHEREAS, New Owner expressly disclaims any right to any unpaid rent or late fees charged (or that could have been charged) to any current or former tenant for tenancy at the Property during the Relevant Time Period;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. INCORPORATION OF THIS AGREEMENT INTO THE SETTLEMENT AGREEMENT

This Cooperation Agreement constitutes a material inducement upon which the Plaintiffs are relying and will rely in entering the Settlement Agreement. This Cooperation Agreement shall be incorporated by reference into the Settlement Agreement.

2. RELEASE STATUS OF NEW OWNER

Except solely for its limited cooperation obligations set forth in Section 3, New Owner is expressly deemed a "Released Person" under the Settlement Agreement and shall be entitled to the full benefit of the Release and Waiver provisions set forth in Paragraph VIII of the Settlement Agreement, to the same extent as if New Owner were expressly named therein.

Nothing in this Cooperation Agreement shall be construed as: (a) an admission of liability by New Owner; (b) an assumption of any obligation or liability of Defendants; or (c) a waiver of any defenses New Owner may have under applicable law.

3. LIMITED COOPERATION OBLIGATIONS OF NEW OWNER

Subject to the terms and limitations set forth herein, New Owner shall use commercially reasonable efforts to facilitate Defendants' administration of Settlement Benefits under the Settlement Agreement, by providing, as reasonably requested and to the extent within New Owner's possession or control, the tenant rosters, contact information, and tenants' last known addresses.

4. EXPRESS LIMITATIONS ON NEW OWNER'S OBLIGATIONS

Apart from the limited cooperation obligations expressly set forth in Section 3, New Owner shall have no further obligations under the Settlement Agreement or this Cooperation Agreement. Apart from the limited cooperation obligations set forth in Section 3, New Owner shall not be required to:

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- fund, pay, or guarantee any Settlement relief;
- provide monetary consideration of any kind;
- assume responsibility for compliance failures other than for New Owner's obligations under Section 3 above; or
- indemnify any Party.

5. STANDARD OF PERFORMANCE

New Owner shall not be deemed in breach for failure to perform any act that is:

- outside its possession or control;
- prohibited by law; or
- dependent upon actions of third parties not under its control.

6. ENFORCEMENT AND REMEDIES

This Cooperation Agreement may be enforced by application to the Court presiding over the Action solely for purposes of specific performance of the cooperation obligations set forth herein. In no event shall New Owner be subject to compensatory damages, punitive damages or any other remedies beyond those necessary to compel reasonable cooperation.

7. TERM AND SURVIVAL

New Owner's obligations under this Cooperation Agreement shall commence upon full execution and shall continue until the later of: (a) completion of Settlement administration; or (b) twelve months following the Effective Date of the Settlement Agreement, unless earlier terminated by written agreement of the Parties.

8. NO THIRD-PARTY BENEFICIARIES

Nothing in this Cooperation Agreement is intended to confer rights upon any person or entity other than the Parties and Settlement Class Members.

9. GOVERNING LAW AND JURISDICTION

This Cooperation Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Philadelphia County shall retain jurisdiction solely for purposes of enforcing this Agreement.

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10. COUNTERPARTS

This Cooperation Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

11. NO ORAL MODIFICATION

This Cooperation Agreement may be amended, modified, or supplemented only by a written agreement expressly stating an intent to modify this Cooperation Agreement and signed by all Parties hereto. No course of dealing, course of performance, usage of trade, oral statement, email, correspondence, or informal cooperation by any Party (including cooperation with the Settling Parties or the Claims Administrator) shall be deemed to amend, waive, or modify any provision of this Cooperation Agreement.

12. ENTIRE AGREEMENT; INTEGRATION

This Cooperation Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether written or oral, relating thereto. No provision of the Settlement Agreement shall be construed to impose obligations upon New Owner except as expressly set forth herein. Each Party acknowledges that it has not relied upon any representation, warranty, or statement not expressly set forth in this Cooperation Agreement in entering into this Cooperation Agreement.

[*Signatures on Next Page*]

Case ID: 250301907
Control No.: 26104358

IN WITNESS HEREOF, the undersigned Parties have caused this Agreement to be executed as of the date first above written.

Dawn Colbourne (Apr 6, 2026 16:22:23 EDT) 06/04/2026

Dawn Colbourne

Casey Allison (Apr 6, 2026 10:36:20 EDT) 06/04/2026

Casey Allison

Porter Grant (Apr 6, 2026 10:37:50 EDT) 04/06/2026

Porter Grant

Madison J. Gray 06/04/2026

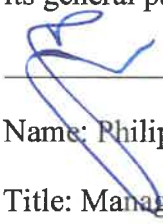
Madison Gray
Counsel for Plaintiffs

Case ID: 250301907
Control No.: 26104358

Fernrock Apartments 2 LP

By: PT Fernrock Apartments 2 LLC,

its general partner

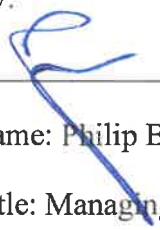


Name: Philip Balderston

Title: Managing Member

PT Fernrock Apartments 2 LLC

By:

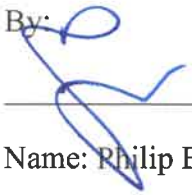


Name: Philip Balderston

Title: Managing Member

Odin Properties LLC

By:

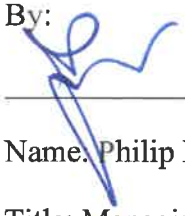


Name: Philip Balderston

Title: Managing Member

Odin Management LLC

By:



Name: Philip Balderston

Title: Managing Member

Case ID: 250301907
Control No.: 26104358

1410 W 72nd Ave LLC

By: 

Name: Avrahom Weinberg

Title: Authorized Signatory

Case ID: 250301907
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EXHIBIT D

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Control No.: 26104358

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL

DAWN COLBOURNE, CASEY ALLISON, PORTER GRANT, and all others similarly situated, Plaintiffs, v. ODIN PROPERTIES LLC, et al., Defendants.	MARCH TERM, 2025 Case No. 01907 CLASS ACTION

DECLARATION OF STEPHANIE SAUNDERS OF ANGEION GROUP, LLC
RE: DISSEMINATION OF NOTICE AND SETTLEMENT ADMINISTRATION

I, Stephanie Saunders, Esq., declare as follows:

1. I am a Vice President of Class Action and Mass Tort Services with the class action notice and settlement administration firm Angeion Group, LLC ("Angeion"). I am over 21 years of age and am not a party to this action. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of business at Angeion.

2. My background and experience are described in the Declaration of Stephanie Saunders of Angeion Group, LLC Regarding Qualifications and Proposed Notice Plan, filed with the Court on June 12, 2026 ("Notice Plan Declaration").

3. Angeion was appointed by this Court to serve as the Settlement Administrator and directed to disseminate Notices of Class Action Settlement to the Settlement Class and perform other administrative services as specified in the Class Action Settlement Agreement ("Settlement Agreement"). *See* Order, dated July 31, 2026, ¶¶ 4,7.

4. Angeion has agreed to perform these services on a pro bono basis.

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5. This Declaration provides the Court with an update regarding Angeion's implementation of the Court-approved notice and administration program, including the dissemination of notice to the Settlement Class and the performance of related settlement administration services.

CLASS DATA

6. On or about August 4, 2026, Settlement Class Counsel provided Angeion with a data file containing Settlement Data, including the names, mailing addresses, and email addresses associated with the Class Members. Angeion reviewed and processed the data file, including identifying and removing duplicative records, resulting in 68 unique Class Member records (the "Class List").

7. Angeion worked in collaboration with Settlement Class Counsel and Defense Counsel to identify and cure discrepancies and inconsistencies in the Settlement Data.

8. On August 31, 2026, Settlement Class Counsel provided Angeion with an updated data file containing revised Settlement Data concerning the amounts of rent and late fees charged to and paid by the Class Members. Angeion reviewed and processed the updated data file and used the revised values to calculate each Class Member's estimated cash payment and debt relief amount.

DIRECT NOTICE

Email Notice

9. Before disseminating the Class Notice by email ("Email Notice"), Angeion processed the email addresses on the Class List through the cleansing and validation procedures described in the Notice Plan Declaration. Of the 68 Class Members, 51 had valid email addresses, 8 had invalid email addresses, and 9 had no email address on file.

10. On September 4, 2026, Angeion sent the Email Notice to the 51 Class Members with valid email addresses. All 51 Email Notices were successfully delivered, with none returned as undeliverable. A true and correct copy of the Email Notice is attached hereto as **Exhibit A**.

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11. Each of the 17 Class Members without a valid email address had a mailing address on file. Angeion mailed notice to all 68 Class Members, as described below.

Mailed Notice

12. Before mailing notice, Angeion conducted an address verification search ("skip trace") for the 10 Class Members identified as "Former Tenants." The search did not identify any updated mailing addresses. Angeion then processed the existing mailing addresses through the United States Postal Service ("USPS") National Change of Address ("NCOA") database, which identifies address changes filed with USPS within the preceding four years. The NCOA search identified three updated mailing addresses.

13. On September 4, 2026, Angeion mailed the Long Form Notice and Individualized Statements (collectively, the "Mail Notice") to all 68 Class Members via USPS First-Class Mail, postage prepaid, using updated addresses where available. For the seven Former Tenants for whom neither search identified an updated address, Angeion mailed notice to their last known addresses. A true and correct copy of the Mail Notice is attached hereto as **Exhibit B**.

14. Fourteen Mail Notices were returned as undeliverable without forwarding addresses. Angeion conducted additional skip traces, which identified updated addresses for seven Class Members, and re-mailed notice to those addresses.

Additional Notice Efforts and Results

15. Following these efforts, three Class Members remained for whom neither email nor mailed notice had been successfully delivered. A skip trace identified an updated mailing address for one of these individuals; however, the notice re-mailed to that address was also returned as undeliverable.

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16. Angeion also contacted Defense Counsel to request updated contact information. On October 16, 2026, Defendants and the new property owner provided updated email addresses for 12 Class Members, including two of the three Class Members who had not previously received notice by either method. Angeion sent the Email Notice to all 12 individuals.

17. As of October 19, 2026, Angeion's delivery records reflect the following results:

a. Notice delivered by either email or mail: 67 Class Members.

b. Notice delivered by mail: 61 Class Members.

c. Notice delivered by email: 63 Class Members.

d. Notice not successfully delivered by either method: one Class Member.

Accordingly, notice was successfully delivered by at least one method to 67 of the 68 Class Members.

SETTLEMENT WEBSITE

18. On September 3, 2026, Angeion activated the case-specific website dedicated to this Settlement, www.BentleyManorSettlement.com (the "Settlement Website"). The Settlement Website was designed to provide Class Members with easy access to general information about the Settlement, relevant Court documents, and important dates and deadlines. The Settlement Website also includes a "Contact" page whereby Class Members can send an email with any additional questions to a dedicated email address, info@BentleyManorSettlement.com. As of the date of this declaration, the Settlement Website has received 139 website visits totaling 528 pageviews.

19. As of the date of this Declaration, Angeion has received 12 emails to the dedicated settlement email inbox inquiring about this Settlement. Angeion has addressed each of their questions and concerns pertaining to this Settlement.

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TOLL-FREE HOTLINE

20. On September 3, 2026, Angeion activated a toll-free hotline dedicated to the Settlement, 1-844-543-4223. The toll-free hotline utilizes an interactive voice response ("IVR") system that provides Class Members with answers to frequently asked questions and other information regarding the Settlement. The toll-free hotline is available 24 hours a day, 7 days a week. As of the date of this Declaration, the toll-free hotline has received 48 calls, totaling 139 minutes.

REQUESTS FOR EXCLUSION & OBJECTIONS

21. The deadline to request exclusion from or object to the Settlement was October 12, 2026. As of the date of this Declaration, Angeion has not received any requests for exclusion and has not received, or been made aware of, any written objections.

22. Plaintiffs' Motion for an Award of Attorneys' Fees and Costs and Service Awards to Settlement Class Representatives was uploaded to the Settlement Website on September 29, 2026. As of the date of this Declaration, Angeion has not received any questions or objections to this motion.

23. Angeion will promptly notify the Parties of any requests for exclusion or objections received.

CONCLUSION

24. It remains my professional opinion that the Notice Plan implemented in this Settlement provided full and proper notice to Class Members before the applicable opt-out and objection deadlines. Moreover, it is my opinion that the Notice Plan implemented in this Settlement was the best notice practicable under the circumstances, fully comporting with due process and Pa. R. Civ. P. 1714(c).

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: October 19, 2026

Stephanie E. Saunders

STEPHANIE E. SAUNDERS

Case ID: 250301907
Control No.: 26104358

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Bucks

Signed and sworn to (or affirmed) before me on this 19th day of October, 2026, by STEPHANIE E. SAUNDERS.

Risa A Neiman

Signature of Notarial Officer

Risa A. Neiman

Printed Name of Notarial Officer

Notary Public

My Commission Expires: 8/20/29

Commonwealth of Pennsylvania - Notary Seal
Risa A. Neiman, Notary Public
Bucks County
My commission expires August 20, 2029
Commission number 1119699
Member, Pennsylvania Association of Notaries

Case ID: 250301907
Control No.: 26104358

EXHIBIT A

Case ID: 250301907
Control No.: 26104358

From Email Address: <<DoNotReply@BentleyManorSettlement.com>>
From Email Name: Bentley Manor Tenants Settlement Administrator
Subject Line: Bentley Manor Tenants – Notice of Proposed Class Action Settlement

---

<<Settlement Class Member Name>>
Notice ID: <<Notice ID>>

Notice of Proposed Class Action Settlement

If you rented a unit at Bentley Manor Apartments (1410 72nd Ave, Philadelphia, PA 19126) from December 14, 2024 through April 28, 2025, you may be entitled to benefits from a class action settlement.

The Philadelphia County Court of Common Pleas has authorized this Notice.

This is not a solicitation from a lawyer. You are not being sued.

A proposed settlement has been reached with Odin Properties LLC, Odin Management LLC, Fernrock Apartments 2 LP, PT Fernrock Apartments (together, "the Defendants") in a class action lawsuit brought on behalf of tenants of Bentley Manor Apartments alleging that Defendants' failed to maintain Bentley Manor Apartments in a safe and habitable condition while unlawfully collecting or demanding rent and fees from tenants. The case is known as *Colbourne et al. v. Odin Properties, LLC et al.*, No. 1907 (Ct. Com. Pl. Pa. 2025).

WHO IS INCLUDED?

The settlement class includes all tenants who entered into a lease agreement at 1410 72nd Ave, Philadelphia, PA 19126 ("Bentley Manor") and were charged rent for tenancy at Bentley Manor from December 14, 2024 through April 28, 2025. The Class does not include those who may have resided at Bentley Manor Apartments but were not obligated to pay rent by a lease agreement with Defendants.

WHAT DOES THE SETTLEMENT PROVIDE?

Settlement class members may be entitled to **Debt Relief** and/or **Individual Cash Payments** under the Settlement, as summarized below. Visit www.BentleyManorSettlement.com for complete details regarding these settlement benefits.

Debt Relief. (a) The Defendants will forgive any unpaid rent and associated late fees charged, or that could have been charged, to settlement class members (including current and former tenants) for tenancy at Bentley Manor Apartments from December 14, 2024 through April 28, 2025 and which has not already been satisfied when the Settlement goes into effect; (b) the Defendants will not collect, or attempt to collect any unpaid rent or associated late fees charged

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(or that could have been charged) from any settlement class member for tenancy at Bentley Manor Apartments from December 14, 2024 through April 28, 2025; and (c) the Defendants will not sue or evict any settlement class member on grounds of non-payment of rent or associated late fees charged (or that could have been charged) for tenancy at Bentley Manor from December 14, 2024 through April 28, 2025.

Individual Cash Payments. The Defendants will provide a total of $75,000 (the "Settlement Amount") to be allocated and distributed to settlement class members who paid any rent for tenancy at Bentley Manor from December 14, 2024 through April 28, 2025, based on the plan of allocation described in the settlement agreement, available at www.BentleyManorSettlement.com. Under the plan of allocation, the Individual Cash Payments will be allocated to settlement class members based on the amount of rent and associated late fees each settlement class member paid for tenancy from December 14, 2025 through April 28, 2025, compared to the total amount of rent and associated late fees paid by all settlement class members for tenancy during this period.

The size of any Debt Relief or Individual Cash Payment will be different for each class member. Please see the Individualized Statement (at the bottom of this email) for an estimate of your anticipated Debt Relief and Individual Cash Payment, if any.

DO I HAVE TO SUBMIT A CLAIM FORM?

No, settlement class members do not need to submit a claim form to receive settlement benefits.

YOUR OTHER OPTIONS.

If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **October 12, 2026**. If you do not exclude yourself, you will release any claims you may have against the Defendants related to legal claims resolved by this Settlement, as more fully described in the settlement agreement, available at **www.BentleyManorSettlement.com**. If you do not exclude yourself, you may **object** to the Settlement by **October 12, 2026**. Please visit www.BentleyManorSettlement.com for complete details on how to exclude yourself from or object to the Settlement.

THE LAWYERS REPRESENTING YOU.

The court has appointed the Public Interest Law Center and Hausfeld LLP as settlement class counsel to represent you and all settlement class members. You may hire your own lawyer at your own cost and expense if you want someone other than settlement class counsel to represent you. Settlement class counsel will ask the court to approve an award for the time and expenses they incurred in this case and for "service awards" for each named plaintiff. If the court approves these awards, they will be paid separately from the Settlement Amount. You may object to these awards by following the deadline and procedures described at www.BentleyManorSettlement.com.

THE FINAL APPROVAL HEARING.

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The Court will hold a final approval hearing on **October 26, 2026, at 10:00 a.m.** in Courtroom 636, located at Philadelphia City Hall (1400 JFK Boulevard, Philadelphia, PA 19107), to consider whether to approve the Settlement, attorneys' fees and expenses, and service awards to the named plaintiffs, as well as any objections. You and/or your attorney may appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **www.BentleyManorSettlement.com** for updates.

INDIVIDUALIZED STATEMENT

Date: [DATE]
Notice ID: [00ID]
Settlement Class Member: [NAME]
Mailing Address: [ADDRESS]
Email Address: [EMAIL ADDRESS]

You are receiving this statement because our records show that you rented an apartment at Bentley Manor Apartment Complex between December 14, 2024 and April 28, 2025 (referred to as the "class period"). As a result, you are eligible to be a part of the settlement class in *Colbourne et al. v. Odin Properties, LLC et al.*, No. 1907 (Ct. Com. Pl. Pa. 2025) and receive benefits from it.

This statement gives you information about the benefits you are entitled to receive under the proposed settlement.

Estimated Cash Payment:

- Each class member who participates in the Settlement will receive a partial refund of any rent paid during the class period. The amount each class member will receive depends on how much rent the class member paid for tenancy during the class period relative to the total amount of rent paid for tenancy by all settlement class members during the class period.
- Based on your landlord's records, your estimated cash payment will be $**[PAYMENT AMOUNT]**. Please note that this number is an estimate based on rental payment data provided by the Defendants.
- If the Court approves the Settlement, and if you do not exclude yourself from the Settlement, your cash payment will be sent to you by check at the mailing address listed above. If your name, mailing address, email address, or other information is incorrectly listed above, you must email the settlement administrator at **info@BentlyManorSettlement.com** and provide them with your updated address information.

Debt Relief:

- Under the proposed settlement, your former landlord will forgive any unpaid rent or fees that were charged for tenancy at Bentley Manor during the class period.
- According to rental data provided by Defendants, in the absence of this lawsuit, you would owe **$[AMOUNT]** in unpaid rent or fees that were charged to you for tenancy at Bentley Manor during the class period. If the Court approves the Settlement, and if you do not

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exclude yourself from the Settlement, this claimed amount will be forgiven and will no longer be charged to you by your former or current landlord and may not be used as a basis for any eviction proceeding.

- Please note that this proposed settlement does not affect any rent or fees that either your former landlord or current landlord claims you owe them for any other period of tenancy. Please direct all questions to your current landlord about any arrears not affected by this proposed settlement.

<u>This Notice is only a Summary</u>.
For complete information, please visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.

Unsubscribe

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EXHIBIT B

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Notice of Proposed Class Action Settlement

If you rented a unit at Bentley Manor Apartments (1410 72nd Ave, Philadelphia, PA 19126) from December 14, 2024 through April 28, 2025, you may be entitled to benefits from a class action settlement.

The Philadelphia County Court of Common Pleas has authorized this Notice.

This is not a solicitation from a lawyer. You are not being sued.

A proposed settlement has been reached with Odin Properties LLC, Odin Management LLC, Fernrock Apartments 2 LP, PT Fernrock Apartments (together, "the Defendants") in a class action lawsuit brought on behalf of tenants of Bentley Manor Apartments alleging that Defendants' failed to maintain Bentley Manor Apartments in a safe and habitable condition while unlawfully collecting or demanding rent and fees from tenants. The case is known as *Colbourne et al. v. Odin Properties, LLC et al.*, No. 1907 (Ct. Com. Pl. Pa. 2025).

The Settlement Agreement provides debt relief for any rent owed for tenancy at Bentley Manor Apartments from December 14, 2024 through April 28, 2025, as well as individual cash payments based on the amount of rent paid for tenancy at Bentley Manor Apartments from December 14, 2024 through April 28, 2025 (the "class period").

Your legal rights will be affected whether you act or do not act. You should read this entire notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will receive benefits from the Settlement if it is approved by the Court. You do not need to file a claim to receive the settlement benefits. But you will give up your right to sue the Defendants for the claims this Settlement resolves. If you need to update your contact information to receive the settlement benefits, contact the settlement administrator (*see* Question 11).
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE: OCTOBER 12, 2026**	If you exclude yourself, you will give up the right to receive any potential benefits from this Settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants for the claims this Settlement resolves.
OBJECT TO OR COMMENT ON THE SETTLEMENT **DEADLINE: OCTOBER 12, 2026**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you will still receive settlement benefits if the Settlement is approved.

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GO TO THE FINAL APPROVAL HEARING ON OCTOBER 26, 2026	You may attend the final approval hearing where the court may hear arguments concerning approval of the Settlement. You are not required to attend the final approval hearing.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The court in charge of this case still has to decide whether to approve the Settlement. Settlement benefits will not be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this notice?

The court authorized this notice because you have the right to know about the proposed settlement of this class action lawsuit and about all of your rights and options before the court decides whether to grant final approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Colbourne et al. v. Odin Properties, LLC et al.*, No. 1907 (the "Action"), in the Philadelphia County Court of Common Pleas. The individuals who filed this lawsuit are called the "Plaintiffs" and the companies they sued, Odin Properties LLC, Odin Management LLC, Fernrock Apartments 2 LP, PT Fernrock Apartments, are called the "Defendants."

2. What is this lawsuit about?

On March 13, 2025, the Plaintiffs filed a class action complaint alleging multiple violations of the laws of the Commonwealth of Pennsylvania and the City of Philadelphia by the Defendants for failing to maintain Bentley Manor Apartments in a safe and habitable condition while unlawfully collecting rent and fees from tenants. Specifically, the Plaintiffs allege, among other things, that: (i) Phila. Code § 9-3903 requires that landlords in Philadelphia maintain properties in a fit and habitable condition, including by repairing unappealed code violations issued by Philadelphia's Department of Licenses and Inspections ("L&I") within thirty days (the "fit and habitable requirement"); (ii) Phila. Code § 9-3902(1)(a) requires that landlords in Philadelphia maintain a valid rental license (the "rental license requirement"); (iii) landlords are prohibited from demanding and collecting rent and late fees for the period of noncompliance with the fit and habitable requirement and/or the rental license requirement; (iv) the Defendants illegally demanded and at times collected rent, as well as late fees, from tenants such as the Named Plaintiffs and the proposed settlement class, despite failing to maintain Bentley Manor Apartments in a fit and habitable condition, despite failing to repair serious, unsafe, and unappealed L&I violations within thirty days, and despite lacking a valid rental license; (v) the Defendants breached their contracts with the Plaintiffs; and (vi) the Defendants' conduct violated Pennsylvania's Unfair Trade Practices and Consumer Protection Law and its Fair Credit Extension Uniformity Act.

The class action complaint and amended class action complaint can be viewed at the settlement website: **www.BentleyManorSettlement.com**.

The Defendants deny each of the Plaintiffs' allegations and have raised numerous defenses in response. The court has not decided who is right.

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3. Why is this a class action?

In a class action, one or more people called the "Plaintiffs" or "named Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "class" or "class members." One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The named Plaintiffs in this case are Dawn Colbourne, Casey Allison, and Porter Grant.

4. Why is there a Settlement?

The named Plaintiffs and the Defendants disagree over the legal claims made in this Action. The Action has not gone to trial, and the court has not decided in favor of the named Plaintiffs or the Defendants (collectively referred to as the "Parties" or "Settling Parties"). Instead, the Parties have agreed to settle the Action and agree that the settlement agreement offers significant benefits to all settlement class members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the named Plaintiffs and all settlement class members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The **settlement class** includes all tenants who entered into a lease agreement at 1410 72nd Ave, Philadelphia, PA 19126 ("Bentley Manor") and were charged rent for tenancy at Bentley Manor from December 14, 2024 through April 28, 2025.

Excluded from the settlement class are (i) Defendants; (ii) all released persons; (iii) any putative class member who opts out of the settlement class; and (iv) any judge presiding over this Action, and his or her staff and immediate family members.

The Class does not include those who may have resided at Bentley Manor Apartments but were not obligated to pay rent by a lease agreement with Defendants.

6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a settlement class member, you may go to the settlement website at **www.BentleyManorSettlement.com** or call toll-free at 1-844-543-4223. Messages left at the toll-free number will be returned if you provide your name and contact information. You may also email the settlement administrator at info@BentleyManorSettlement.com.

THE SETTLEMENT CLASS MEMBER BENEFITS

7. What does the Settlement provide?

The Settlement provides for the following settlement benefits:

Debt Relief.

- The Defendants will forgive any unpaid rent and associated late fees charged, or that could have been charged, to settlement class members (including current and former tenants) for tenancy at Bentley Manor from December 14, 2024 through April 28, 2025 and which has not already been

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satisfied when the Settlement goes into effect (the "Effective Date").

- The Defendants will not collect or attempt to collect any unpaid rent or associated late fees charged (or that could have been charged) from any settlement class member for tenancy at Bentley Manor from December 14, 2024 through April 28, 2025.
- The Defendants will not sue or evict any settlement class member on grounds of non-payment of rent or associated late fees charged (or that could have been charged) for tenancy at Bentley Manor from December 14, 2024 through April 28, 2025.

Individual Cash Payments.

- The Defendants will provide a total of $75,000 (the "Settlement Amount") to be allocated to each settlement class member based on the plan of allocation described below ("Cash Payments").

8. How much of the Settlement Amount will I receive ?

The $75,000 total in Cash Payments will be paid to settlement class members that paid rent for tenancy during the class period as follows:

- Cash Payments will be allocated to settlement class members based on the amount of rent and associated late fees each settlement class member paid for tenancy from December 14, 2024 through April 28, 2025, compared to the total amount of rent and associated late fees paid by all settlement class members for tenancy during this period. This is known as a "pro rata" allocation.

  As a simple example, if a settlement class member paid $1,000 in rent and late fees for tenancy during the class period and the total amount of rent paid by all settlement class members for tenancy during the class period is $100,000, then that class member will receive 1% of the Settlement Amount (1,000/100,000=.01 or 1%).

The amount of the Cash Payment will be different for each class member. Please see the Individualized Statement (included in this envelope) for an estimate of your anticipated Cash Payment amount.

The amount that each settlement class member is paid in rent and associated late fees for tenancy from December 14, 2024 through April 28, 2025 will be determined from rental data provided by the Defendants.

- If settlement class members that are owed Cash Payments cannot be located, or if checks providing such payments are not cashed within 90 calendar days of their issuance date, the amount of those cash payments will be reallocated *pro rata* to the remaining settlement class members if doing so is reasonably and economically feasible. If reallocation is not reasonably or economically feasible for any remaining portion of the Settlement Amount, the remaining amount will be distributed as a "*cy pres*" award to Community Legal Services of Philadelphia, if approved by the court. If the court does not approve Community Legal Services, the parties agree that they will recommend to the court that the recipient should be involved in advocating for low-income tenants in the Philadelphia region.

For more information about the settlement benefits and plan for allocating it to settlement class members, please visit **www.BentleyManorSettlement.com**.

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9. What am I giving up to receive a benefit from the Settlement and stay in the class?

Unless you exclude yourself, you will be a member of the settlement class. If the Settlement is approved and becomes final, you will be bound by the terms of the Settlement Agreement and all of the court's orders will apply to you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendants about the legal issues in this Action that are resolved by this Settlement.

10. What are the released claims?

"Released claims" means any and all claims that this Action brought or could have brought against the Defendants based on the alleged facts and circumstances, including claims under Philadelphia's Certificate of Rental Suitability Law, Philadelphia's Rental License Law, Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), Pennsylvania Fair Credit Extension Uniformity Act ("FCEUA"), all similar statutes and regulations in effect in Pennsylvania, and any other form of relief that has or could have been asserted in the Action. Released claims do not include the right of any settlement class member or any of the "Released Persons" to enforce the terms of this Settlement Agreement and does not apply to individuals who have excluded themselves from the settlement class. Information about excluding yourself from the Settlement is found below.

More information about the released claims and released persons can be found in the Settlement Agreement, available at **www.BentleyManorSettlement.com**.

How to Get a Settlement Benefit

11. Do I have to submit a claim to receive settlement benefits?

No, settlement class members do not need to submit a claim in order to receive settlement benefits. However, it is important that the settlement administrator has your current and correct contact information.

If you need to update your contact information, you may contact the settlement administrator by mail or email:

Bentley Manor Tenants Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
info@BentleyManorSettlement.com

12. When and how will I receive a benefit from the settlement?

Settlement benefits will be provided if and when the Settlement is approved by the court and becomes final. If approved, class members who are eligible for a Cash Payment will be mailed a check that must be cashed within 90 calendar days of the issuance date.

The settlement approval process may take time and there may be appeals that must be resolved before any benefits can be provided. Please be patient and check **www.BentleyManorSettlement.com** for updates.

The Lawyers Representing You

13. Do I have a lawyer in this case?

Yes, the court has appointed the Public Interest Law Center and Hausfeld LLP as settlement class counsel to represent you and all settlement class members. You may hire your own lawyer at your own cost and expense if you want someone other than settlement class counsel to represent you.

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14. How will settlement class counsel be paid?

Settlement class counsel will ask the court to award them fees for some of the time and expenses they have already incurred for bringing this Action and for the estimated time and expenses they will incur until the final implementation of this agreement. Settlement class counsel's requested award may not exceed $20,000. The court must approve any fees and expenses and, if permitted, the fees and expenses will be paid by Defendants separately from the Settlement Amount. This amount does not reduce the amount of benefits you will receive.

Settlement class counsel will also ask the court to grant reasonable "service awards" of $2,000 for each named Plaintiff for the time and effort they spent in this Action on behalf of the settlement class. This amount does not reduce the amount of benefits you will receive.

Settlement class counsel's application to the court for these payments will be posted on **www.BentleyManorSettlement.com** after it is filed with the court no later than 14 days prior to the deadline to object to the Settlement Agreement or exclude yourself from it. Any fees, expenses, or service awards authorized by the court will not reduce the Settlement Amount available to the settlement class.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you are a settlement class member and you do nothing, you will receive benefits from the Settlement. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the other released persons about the legal issues in this Action and that are released by the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you are a settlement class member and want to keep any right you may have to sue or continue to sue the Defendants on your own based on the claims raised in this Action or other claims that are released by the Settlement Agreement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the settlement class. Any settlement class member who does not file a request for exclusion on time and according to the instructions below will lose the opportunity to exclude themselves from the settlement class and will be bound by the Settlement.

16. How do I get out of the settlement?

Settlement class members who wish to exclude themselves from (or "opt-out" of) the settlement class must mail a written request for exclusion to the settlement administrator, so it is postmarked no later than **October 12, 2026**. The written request must specify that the settlement class member wishes to be excluded from the Settlement and include the settlement class member's full name, current mailing address, and email address or telephone number, as well as the name and case number of the Action, "*Colbourne v. Odin Properties LLC,* Case No. 1907."

Mailed requests for exclusion must be postmarked or received by the settlement administrator at:

Bentley Manor Tenants Settlement Administrator
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

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Members of the settlement class may opt-out on an individual basis only. You may not exclude another member. They must file their own request for exclusion.

Settlement class members who do not mail a written request for exclusion by the deadline will be bound by the outcome of this case, including all the terms of the Settlement, as well as all orders from the court.

17. If I exclude myself, can I still receive a benefit from the Settlement?

No. If you exclude yourself, you are telling the court that you do not want to be part of the Settlement. You are only eligible to receive a benefit from the Settlement if you stay in the settlement class.

18. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you will give up any right to sue the Defendants and released persons for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or to be part of any other lawsuit against the Defendants or any of the other released persons about the legal issues in this Action and that are released by the Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

Settlement class members can object to any aspect of this Settlement Agreement, including the request for fees and expenses for the attorneys and awards for the named Plaintiffs, unless the settlement class member has opted-out of the settlement class as described above.

To object, settlement class members must mail a statement to Settlement Administrator. Objections must be postmarked no later than **October 12, 2026**.

Bentley Manor Tenants Settlement Administrator
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

Your statement should:

(1) identify the case name and number ("*Colbourne v. Odin Properties LLC,* Case No. 1907);
(2) state your full name, current mailing address, and email address or telephone number;
(3) state your objection, the specific reason(s) for the objection, including any legal support, evidence, or other information the settlement class member wishes to bring to the court's attention in considering the objection;
(4) whether you object to the Settlement in whole or in part;
(5) provide the name and address of any attorney that is representing you (if any);
(6) whether the settlement class member wishes to appear and speak, or have an attorney appear and speak at their own expense, at the court's final approval hearing to decide whether to approve the Settlement; and
(7) include your signature.

Any settlement class member who fails to comply with these provisions may forfeit their right to object to the Settlement, and they will be bound by all the terms of the Settlement.

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Any settlement class member who objects to the Settlement may still be entitled to all of the benefits of the Settlement if the Settlement is approved.

20. What is the difference between objecting and requesting exclusion?

Objecting is telling the court you do not like something about the Settlement. Requesting exclusion is telling the court you do not want to be part of the settlement class. You cannot both object to the Settlement and exclude yourself from it.

THE FINAL APPROVAL HEARING

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

The court will hold a final approval hearing on **October 26, 2026, at 10:00 a.m.** in Courtroom 636, located at Philadelphia City Hall (1400 JFK Boulevard, Philadelphia, PA 19107).

The date and time of the final approval hearing is subject to change without further notice to the settlement class, so please check **www.BentleyManorSettlement.com** for updates.

At this hearing, the court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement. The court will also decide on the settlement class counsel's application to award attorneys' fees and expenses as well as awards for the named Plaintiffs. If there are objections, the court will consider them. The court will also listen to people who have asked to speak at the hearing.

22. Do I have to come to the final approval hearing?

No. Settlement class counsel will answer any questions the court may have. However, you are welcome to attend at your own expense. If you submit an objection on time and as described above, the court will consider it, and you do not have to come to court to talk about it.

23. May I speak at the final approval hearing?

Yes. If you wish to attend and speak at the final approval hearing, you should indicate that you wish to do so in your written objection. *See* Question 19.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **www.BentleyManorSettlement.com**. You may also contact the settlement administrator by mail or email or at the toll free number.

Mail: Bentley Manor Tenants Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: info@BentleyManorSettlement.com

Toll-free number: 1-844-543-4223

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

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INDIVIDUALIZED STATEMENT

Date: [DATE]
Notice ID: [00ID]
Settlement Class Member: [NAME]
Mailing Address: [ADDRESS]

You are receiving this statement because our records show that you rented an apartment at Bentley Manor Apartment Complex between December 14, 2024 and April 28, 2025 (referred to as the "class period"). As a result, you are eligible to be a part of the settlement class in *Colbourne et al. v. Odin Properties, LLC et al.*, No. 1907 (Ct. Com. Pl. Pa. 2025) and receive benefits from it.

This statement gives you information about the benefits you are entitled to receive under the proposed settlement. See the Notice of Class Action Settlement (included in this envelope) for more information about the Settlement.

Estimated Cash Payment:

- Each class member who participates in the Settlement will receive a partial refund of any rent paid during the class period. The amount each class member will receive depends on how much rent the class member paid for tenancy during the class period relative to the total amount of rent paid for tenancy by all settlement class members during the class period. This allocation is described in the accompanying Notice of Settlement in Question 8.
- Based on your landlord's records, your estimated cash payment will be $**[PAYMENT AMOUNT]**. Please note that this number is an estimate based on rental payment data provided by the Defendants.
- If the Court approves the Settlement, and if you do not exclude yourself from the Settlement, your cash payment will be sent to you by check at the mailing address listed above. If your name, mailing address, email address, or other information is incorrectly listed above, you must email the settlement administrator at info@BentleyManorSettlement.com and provide them with your updated address information.

Debt Relief:

- Under the proposed settlement, your former landlord will forgive any unpaid rent or fees that were charged for tenancy at Bentley Manor during the class period.
- According to rental data provided by Defendants, in the absence of this lawsuit, you would owe **$[AMOUNT]** in unpaid rent or fees that were charged to you for tenancy at Bentley Manor during the class period. If the Court approves the Settlement, and if you do not exclude yourself from the Settlement, this claimed amount will be forgiven and will no longer be charged to you by your former or current landlord and may not be used as a basis for any eviction proceeding.
- Please note that this proposed settlement does not affect any rent or fees that either your former landlord or current landlord claims you owe them for any other period of tenancy. Please direct all questions to your current landlord about any arrears not affected by this proposed settlement.

If you have questions about this statement, please contact the settlement administrator:

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Bentley Manor Tenants Settlement Administrator
1650 Arch Street
Suite 2210
Philadelphia, PA 19103
Toll-Free: 1-844-543-4223
Email: info@BentleyManorSettlement.com
Website: www.BentleyManorSettlement.com

Please keep this statement for your records. If your mailing address or email address changes, give your new contact information to the settlement administrator right away in order to receive any benefits you may be owed.

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FILED
19 OCT 2026 05:10 pm
Civil Administration
M. RIVERA

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT
CIVIL TRIAL DIVISION

DAWN COLBOURNE, CASEY ALLISON, PORTER GRANT, and all others similarly situated, *Plaintiffs*, v. ODIN PROPERTIES LLC, et al., *Defendants*.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL TRIAL DIVISION MARCH TERM, 2025 NO. 1907 CLASS ACTION

[PROPOSED] ORDER AND FINAL JUDGMENT

AND NOW, this _____ day of _____, 2026, upon consideration of Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Final Approval Motion"), the supporting Memorandum of Law, the proposed Settlement Agreement and *cy pres* plan, the affidavit of the Settlement Administrator regarding the dissemination of notice, and upon consideration of Plaintiffs' Motion for an Award of Attorneys' Fees and Costs and Service Awards to Settlement Class Representatives (the "Attorneys' Fees Motion"), the supporting Memorandum of Law, and the supporting Declaration of Daniel Urevick-Ackelsberg and Jeannine M. Kenney, it is hereby ORDERED and ADJUDGED that the Final Approval Motion and the Attorneys' Fees Motion are GRANTED and:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Settlement Agreement.

VENUE AND JURISDICTION

2. The Court has subject matter jurisdiction over the claims asserted in the Action and over all parties to the Action, including all Settlement Class Members.

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3. Venue in this Court is proper.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

4. Notice of the Settlement has been provided to Settlement Class Members as directed by this Court's Order.

5. The Court finds that the delivery and publication of the Notice (i) complied with the Preliminary Approval Order; (ii) constituted notice reasonably calculated to apprise Settlement Class Members of the effect of the Settlement, of Class Counsel's request for an award of attorney's fees incurred in connection with the prosecution of the Action, of Settlement Class Members' right to object to the Settlement and petition for attorneys' fees and class representative service awards of their right to seek exclusion from the Settlement Class, and of their right to appear at the Final Hearing; (iii) constituted due, adequate, and sufficient notice to all Class Members entitled to receive notice of the proposed Settlement; and (iv) satisfied the notice requirements of Pa. R. Civ. P. 1712.

6. No class members have requested to be excluded from the Settlement.

7. No class members have objected to the Settlement.

8. Considering the risks of establishing liability and damages; the best possible recovery available; range of reasonableness of the Settlement and the attendant risks of litigation; the complexity, expense, and likely duration of the litigation; the state of proceedings at the time of the Settlement; the recommendations of Class Counsel; and the reaction of the Settlement Class to the Settlement, the Court hereby fully and finally grants final approval of the Settlement Agreement for the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate.

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9. The parties shall effectuate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

10. After both the initial distribution to the Class, and a second distribution (if economically feasible) of any uncashed claim checks, Angeion shall distribute the amount of such remaining funds evenly to Community Legal Services of Philadelphia and the Pennsylvania IOLTA Board.

FINAL CERTIFICATION OF THE SETTLEMENT CLASS

11. In the Preliminary Approval Order entered by this Court on July 27, 2026, pursuant to Pennsylvania Rules of Civil Procedure 1708-1710, for the sole purpose of settlement, the Court certified the Settlement Class, defined as follows:

> All Tenants who entered into a Lease for Tenancy in one or more rental units at the Property, Bentley Manor, for which Defendants charged the Tenant rent for any days within the Relevant Time Period (12/14/24 through 4/28/25).

12. The Court finds, solely for purposes of Settlement, that the proposed Settlement Class satisfied the requirements of Pennsylvania Rules of Civil Procedure 1708-1710. Specifically, the Court finds that:

a. The Settlement Class is so numerous that joinder of all members of the Settlement Class is impracticable;

b. There are questions of law and fact that are common to the Settlement Class which predominate over any questions affecting only individual members;

c. The claims of the Plaintiffs are typical of the claims of the proposed Settlement Class;

d. Plaintiffs have fairly and adequately protected the interests of the Settlement Class; and

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e. A class action solely for settlement purposes is superior to other available methods for fairly and efficiently adjudicating this controversy.

13. The Court therefore certifies the following class, for purposes of judgment on the proposed Settlement, pursuant to Pennsylvania Rules of Civil Procedure 1708-1710, the following class:

> All Tenants who entered into a Lease for Tenancy in one or more rental units at the Property, Bentley Manor, for which Defendants charged the Tenant rent for any days within the Relevant Time Period (12/14/24 through 4/28/25).

AWARD OF ATTORNEYS' FEES AND CLASS REPRESENTATIVE AWARDS

14. In the Preliminary Approval Order entered by this Court on July 27, 2026, this Court appointed the Public Interest Law Center and Hausfeld LLP as Settlement Class Counsel and appointed Named Plaintiffs Dawn Colbourne, Casey Allison, and Porter Grant as Settlement Class Representatives.

15. Pursuant to Pennsylvania Rule of Civil Procedure 1709, the Court hereby re-affirms its determinations in the Preliminary Approval Order, finally appoints the Class Representatives and to serve as such for the Settlement Class, and finally appoints the Public Interest Law Center and Hausfeld LLP as Class Counsel for the Settlement Class.

16. The Court hereby awards attorneys' fees and costs to Settlement Class Counsel in the amount of twenty-thousand dollars ($20,000), which sum the Court finds to be fair and reasonable in light of: (1) the time and efforts expended undertaken by Settlement Class counsel in litigating this action; (2) the quality of the services rendered; (3) the results achieved and benefits conferred upon the class or upon the public; (4) the magnitude, complexity, and uniqueness of the litigation; and (5) that the receipt of a fee was contingent on success in this litigation. The award of attorneys' fees and costs is separate from and in addition to the common fund created by the

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Settlement Agreement and shall not reduce the amounts available for distribution to Settlement Class Members. The Settlement Administrator is hereby directed to disburse the attorneys' fees and costs awarded herein in the amount of $20,000 directly to the Public Interest Law Center from the funds previously provided by Defendants for that purpose, after entry of this Judgment and subject to the terms, conditions, and obligations of the Settlement Agreement.

17. The Court hereby awards Settlement Class Representatives Dawn Colbourne, Casey Allison, and Porter Grant service awards of two-thousand dollars ($2,000) each, thereby comprising an aggregate award to the Settlement Class Representatives of six-thousand dollars ($6,000), which sum the Court finds to be fair and reasonable in light of: (1) risks of the Class Representatives in commencing litigation; and (2) Class Representatives' active participation in the investigation and litigation of this Action. The awards are in addition to the Settlement Class Representatives' proportionate share of the Settlement Fund to which they are entitled as Settlement Class Members. The service awards are separate from and in addition to both the common fund created by the Settlement Agreement and the Settlement Class Representatives' proportionate shares of the Settlement Fund to which they are entitled as Settlement Class Members, and shall not reduce the amounts available for distribution to other Settlement Class Members. The Settlement Administrator is hereby directed to disburse the service awards directly to the Settlement Class Representatives from the funds previously provided by Defendants for that purpose, after entry of this Judgment and subject to the terms, conditions, and obligations of the Settlement Agreement..

18. By operation of this Final Order and Judgment, and pursuant to the Settlement Agreement, as of the Effective Date, each Settlement Class Member shall be deemed to have, and shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims

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against all Released Persons. The release encompasses all claims and causes of action within the definition of "Released Claims" in the Settlement Agreement, whether asserted or that could have been asserted in the Action, against all persons and entities within the definition of "Released Persons" in the Settlement Agreement. Further, as of the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, directly, indirectly, representatively, as a member of or on behalf of the general public or in any other capacity, be permanently barred and enjoined from commencing, prosecuting, maintaining, or participating in any recovery in any action or proceeding in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any Released Claims is asserted against any Released Person. The Release and Waiver set forth in Section VIII of the Settlement Agreement, together with the definitions of "Released Claims" and "Released Persons" set forth therein, are hereby incorporated into this Final Order and Judgment and shall have full force and effect according to their terms.

19. This Order and Final Judgment resolves all claims against all parties in this action and is a final order. The matter is hereby dismissed with prejudice and without costs except that the Court retains jurisdiction over the enforcement and implementation of this Settlement, including: (i) implementation of the Settlement Agreement, (ii) all parties for the purpose of construing, enforcing, and administering the Settlement Agreement and this Judgment, and (iii) all other matters related or ancillary to the foregoing.

BY THE COURT:

_____

James C. Crumlish III, J.

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DAWN COLBOURNE, CASEY ALLISON, PORTER GRANT, and all others similarly situated, *Plaintiffs*, v. ODIN PROPERTIES LLC, et al., *Defendants*.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL TRIAL DIVISION MARCH TERM, 2025 NO. 1907 CLASS ACTION

CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2026, I caused a true and correct copy of the foregoing motion, memorandum of law, and exhibits to be served upon counsel for all parties of record via the Court's electronic filing system.

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Dated: October 19, 2026

Respectfully submitted,

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