

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 (<i>see</i> 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.

Questions? Visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.

**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.

Questions? Visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.

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 “*cypres*” 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.

Questions? Visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.

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.

Questions? Visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.

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

Questions? Visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.

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.

Questions? Visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.

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.**

Questions? Visit www.BentleyManorSettlement.com or call toll-free 1-844-543-4223.