

EXHIBIT 2

IN THE UNITED STATE DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

Civil Action No. 5:18-cv-516

RANDI MILROY and DAN
WILLIAMS, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

BELL PARTNERS INC., LSREF3
BRAVO (RALEIGH), LLC d/b/a THE
RESERVE AT LAKE LYNN, and
HUDSON CAPITAL WESTON, LLC
d/b/a CARY RESERVE AT WESTON,

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Plaintiffs Randi Milroy and Dan Williams (“Plaintiffs”), on behalf of themselves and as putative class representatives; and Bell Partners Inc., LSREF3 Bravo (Raleigh), LLC d/b/a The Reserve at Lake Lynn and Hudson Capital Weston, LLC d/b/a Cary Reserve at Weston (“Defendants”) (collectively referred to as “the Parties”).

I. Recitals

A. Plaintiffs filed a putative class action complaint against Defendants in the General Court of Justice, Superior Court Division, in Wake County on September 21, 2018 (“the Action”).

B. Plaintiffs alleged that Defendants unlawfully charged complaint filing fees, sheriff service fees, and attorneys’ fees (“Eviction Fees”) when filing a

summary ejectment action against their tenants.

C. Plaintiffs brought their Action on behalf of themselves and a class of tenants who were threatened with and/or charged Eviction Fees.

D. The Action brought four claims for relief: a violation of the North Carolina Residential Rental Agreements Act (N.C.G.S. § 42-46), a violation of the North Carolina Debt Collection Act (N.C.G.S. § 75-50, *et seq.*), a violation of the North Carolina Unfair and Deceptive Trade Practices Act (N.C.G.S. § 75-1.1, *et seq.*), and a Petition for Declaratory Judgment (N.C.G.S. § 1-253, *et seq.*).

E. On October 30, 2018, Defendants filed a Notice of Removal to the United States District Court for the Eastern District of North Carolina, Western Division, Case No.: 5:18-cv-516.

F. On December 6, 2018, Defendants filed Motions to Dismiss pursuant to Rule 12(b)(6).

G. On July 30, 2019, the Court granted Defendants' Motions to Dismiss.

H. The Parties have engaged in extensive, arm's length negotiations regarding the settlement of this Action, assisted by a respected mediator, Judge Doug McCullough (ret.), with mediation held on August 25, 2020. Following the mediation, the parties entered into a Memorandum of Understanding.

I. The Parties have conducted an investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted

and the legal and factual defenses thereto, have concluded that it would be in the Parties' best interests to enter into this Agreement to avoid the uncertainties, burden, and risks of litigation, and that this Agreement is fair, reasonable, adequate, and in the best interests of all putative class members.

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

K. Defendants have agreed to a total Settlement Contribution, as defined below, in the amount of a Cash Fund of \$2,750,000.00, Debt Relief of approximately \$2,000,000.00, and to provide non-monetary relief in the form of a Consent Motion to Set Aside Judgment for Possession for suitable class members.

L. The Settlement Contribution is not to be construed as an admission of liability on the part of the Defendants or other Released Persons. The Settlement Contribution is made by Defendants only in settlement of doubtful claims and to otherwise buy their peace—liability or improper conduct of any kind on the part of the Defendants or other Released Persons being expressly denied.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs and Defendants, acting in good faith and subject to the

approval of the Court, that all class and individual claims alleged against Defendants and those claims that could have been alleged are hereby compromised, settled, fully released, wholly discharged and dismissed with prejudice in accordance with the terms and conditions set forth below.

II. Definitions

A. “Agreement” or “Settlement Agreement” means this Settlement Agreement resolving the litigation and all attachments and exhibits, which the Parties understand and agree set forth all of the terms and conditions of the Settlement between them, and which is subject to Court approval.

B. “Cash Fund” means the amount of \$2,750,000.00 to be paid by the Defendants to the Claims Administrator for the benefit of the Settlement Classes pursuant to this Agreement. The Parties understand and agree that this number reflects the total cash payment obligation with regard to this Settlement.

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

D. “Claims Period” means the time period for the filing of all claim forms. The Claims Period shall start on the date of the first day of the Notice Period and continue until sixty (60) calendar days after the entry of the Preliminary Approval Order, or as otherwise determined by the Court.

E. “Claims Administrator” means the qualified third party administrator

and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice of Class Settlement. The Parties agree to recommend that the Court appoint KCC Group as Claims Administrator to design, consult on, and implement the Notice Plan and related requirements of this Agreement, including the Settlement website www.ncbpstenantaction.com and the submission and review of Claim Forms.

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

G. “Class Period” means the period of time between September 21, 2014 and June 25, 2018.

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

I. “Class Representatives” means Randi Milroy and Dan Williams.

J. “Collection Letter” means any letter sent by Defendants to Settlement Class Members during the Relevant Time Period that asserts either (a) that Settlement Class Members will be charged with Eviction Fees upon the filing of a summary ejectment action or (b) that Eviction Fees are owed. Non-exclusive

exemplars of Collection Letters are attached hereto as **Exhibits A, B, C, and D**.

K. “Court” means the United States District Court for the Eastern District of North Carolina, Western Division. The Honorable James C. Dever, III, shall retain jurisdiction to effectuate and resolve any disputes concerning the Settlement.

L. “Debt Relief” means the release and waiver of the Outstanding Debt.

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

N. “Effective Date” is the date defined in Section IV.F. of this Agreement.

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

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

Q. “Monetary Relief” means the \$2,750,000.00 Cash Fund and approximately \$2,000,000.00 in Debt Relief.

R. “Non-Monetary Relief” means the *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6)* and *Stipulation of Dismissal* in substantially the form attached hereto as **Exhibit K** that any member of the Eviction Fee Class against whom a judgment for possession at one of Defendants’ Properties

listed in Appendix A was obtained by Defendants or their affiliates for debt incurred during the Relevant Time Period is eligible to file with the appropriate court.

S. “Notice Period” means the period of time running from the date the Claims Administrator commences the Notice Plan until such Notice Plan is complete. The Notice Period must commence within fourteen (14) calendar days after the entry of the Preliminary Approval Order and should be substantially complete no later than forty-five (45) days after the entry of the Preliminary Approval Order.

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

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

V. “Outstanding Debt” means all debt incurred during the Relevant Time Period by Settlement Class Members who: (i) were charged and/or paid Eviction Fees during the Relevant Time Period, and (ii) resided in one of the Defendants’ Properties listed on Appendix A, insofar as such debt is still outstanding as of the

Effective Date.

W. “Postcard Notices” means the postcard notice, to be sent to Settlement Class Members who do not have a facially valid email address or for whom the Claims Administrator has received two undeliverable return messages, substantially in the forms of the notice attached hereto as **Exhibit F** (for Collection Letter Class members) **and Exhibit G** (for Eviction Fee Class members).

X. “Released Claims” means any and all claims, demands, actions, allegations, suits, causes of action, theories of liability, damages whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, restitution, punitive damages, exemplary damages, compensatory damages, incidental damages, pecuniary damages, fines, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, whether past, present or future, in law or in equity, in tort or in contract, that Class Releasors, whether or not they object to this Settlement or make a claim upon or participate in the Settlement, ever had, now has, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, arising out of or relating in any way to: (1) the claims in the Action including but not limited to claims which were raised or could have been raised under N.C.G.S. section 42-46; (2) the sending of Collection Letters or the charging, threatening to charge, collecting, or attempting to collect Eviction Fees; or (3) any

Outstanding Debt.

Y. “Released Persons” means Defendants, along with their current or former parent companies, lenders, insurers, investors, affiliates, suppliers, successors, assigns, subsidiaries, related entities and trustees and/or beneficiaries of trusts which have an interest in the above referenced entities; and/or any current, past or future owners, members, directors, officers, employees, attorneys, accountants, direct and indirect shareholders, partners, members, or agents (including debt collection agents, e.g. Hunter Warfield, to the extent debt collection agents were collecting debt incurred by Settlement Class Members for Defendants’ Properties) of the foregoing, as well as any and all current or former owners of any apartment complex in which any Settlement Class Member resided to the extent such apartment complex was owned or managed by any of the Defendants during the Relevant Time Period.

Z. “Relevant Time Period” means the period of time between September 21, 2014 and June 25, 2018.

AA. “Set Aside and Dismissal” means the *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal* in substantially the form attached hereto as **Exhibit K**.

BB. “Settlement” means the settlement embodied in this Agreement, including all exhibits (which are an integral part of this Agreement and are

incorporated in their entirety by reference).

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

DD. “Settlement Contribution” consists of (a) the Cash Fund in the amount of \$2,750,000.00, (b) Debt Relief of approximately \$2,000,000.00, and (c) the Non-Monetary Relief.

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

III. Settlement Terms

A. Certification of Settlement Class

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

Collection Letter Class: All natural persons who (a) at any point between September 21, 2014 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendants and (c) received a Collection Letter.

Eviction Fee Class: All natural persons who (a) at any point between September 21, 2014 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendants and (c) were charged and (d) paid Eviction Fees.

Excluded from the Settlement Classes are (1) persons who are employees, directors, officers, and agents of Defendants; (2) persons who timely and properly exclude themselves from the Settlement Class as provided in this Agreement; (3) anyone who has previously executed a written release of all claims against Defendants related to the collecting of Eviction Fees and would otherwise be a member of the Settlement Class; and (4) the Court, the Court's immediate family, and Court staff.

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

B. Settlement Class Relief and Compensation

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

Defendants shall provide the total Monetary Relief which consists of the Cash Fund of \$2,750,000.00 and the Debt Relief of approximately \$2,000,000.00 as set forth below. Additionally, Defendants will provide the Non-Monetary Relief set forth below.

1. Monetary Relief

a. Cash Fund

i. Collection Letter Class Cash Payments

Members of the Collection Letter Class shall receive compensation on a claims-made basis. Each Collection Letter Class member who submits a valid and timely claim form is eligible to receive \$25.00 for each Collection Letter sent by Defendants. Collection Letter Class members shall be eligible to receive a maximum of \$75.00 for all Claims submitted, subject to a pro rata reduction based on availability. The Collection Letter Class shall be allotted \$100,000.00 of the Cash Fund. Any amounts unclaimed from the \$100,000.00 allotted for the Collection Letter Class shall be re-allocated to the Eviction Fee Class.

ii. Eviction Fee Class Cash Payments

Defendants' records demonstrate those individuals who were charged and actually paid Eviction Fees to Defendants during the Relevant Time Period and comprise the Eviction Fee Class. Accordingly, members of the Eviction Fee Class shall receive compensation directly without the submission of a claim form.

Assuming 100% participation by eligible persons, Eviction Fee Class members shall receive approximately \$416.00, subject to pro rata increase or reduction based on Settlement Class Member participation. If any amounts allocated pursuant to this Section cannot be evenly distributed among all Eviction Fee Class members, such amounts shall be allocated to the *cy pres* recipient(s) as ordered by the Court. In addition, any amounts unclaimed for the Settlement Class shall be allocated to the *cy pres* recipient(s) as ordered by the Court.

b. Debt Relief

Defendants agree to waive the Outstanding Debt. Defendants represent that the Outstanding Debt in total is approximately \$2,000,000 (see **Exhibit L**). Defendants agree to cease from attempting to collect, collecting, or assigning any right to collect the Outstanding Debt. Defendants shall instruct any third-party with which they have a contractual obligation to collect Outstanding Debt to cease all attempts to collect the Outstanding Debt. Defendants shall not refer, sell, assign, or otherwise transfer the Outstanding Debt. Defendants release dominion and all legal and equitable right, title, and interest to the Outstanding Debt. To the extent that Defendants or any third-party entity that has contracted with Defendants to collect the Outstanding Debt receive any payments toward the Outstanding Debt after the Effective Date, Defendants shall, within 30 days of receipt, refund any such payments collected on or after the Effective Date.

The Parties hereby agree that the waiver of the Outstanding Debt relates to money previously alleged to be owed by Eviction Fee Class members that is specifically disputed and alleged by Class Counsel to not be owed. As such, the debt waiver portion of this settlement shall not be considered as income to the Eviction Fee Class members and Defendants shall not issue a Form 1099-C to Plaintiffs or to any Eviction Fee Class Member.

To effectuate this release and waiver, Defendants or their third party agent will send an automated universal data form, or its equivalent, to the three major consumer reporting agencies (TransUnion, Experian, and Equifax) and to all credit reporting agencies that Defendants or their third party agent have utilized during the Relevant Time Period to delete their tradelines relating to the Eviction Fee Class members who are obtaining Debt Relief pursuant to this Agreement, within 21 days of the Effective Date. It is expressly understood that Defendants' reporting or their third party agent's reporting as described above shall fulfill Defendants' obligations under this paragraph. Defendants shall have no further obligations with respect to the Debt Relief portion of this Settlement and shall not be liable for any reporting agency's failure to accurately reflect or report a tenant's information.

For avoidance of doubt, it is agreed by the Parties that the Debt Relief contained in this section is in addition to other benefits available in this Agreement, including the monetary and the non-monetary relief described herein.

2. **Non-Monetary Relief**

In addition to the monetary benefits identified in Section III.B.1 of this Agreement, any member of the Eviction Fee Class against whom a judgment for possession at one of Defendants' Properties listed on Appendix A was obtained by Defendants or their affiliates during the Class Period is eligible to file with the appropriate court a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* (the "Set-Aside") and, if the Set-Aside is granted, a *Stipulation of Dismissal* ("Dismissal"). The Set-Aside and Dismissal shall be in substantially the form attached hereto as **Exhibit K**. Eviction Fee Class members are solely responsible for filling out and filing the Set-Aside and Dismissal, either with the assistance of their own retained counsel or as pro se litigants. It is anticipated that Eviction Fee Class members might need to contact the applicable court to attempt to obtain information for the Set-Aside and Dismissal. Defendants' sole obligation with respect to the Non-Monetary Relief is its consent to the filing of a Set-Aside and Dismissal by a member of the Eviction Fee Class members. Defendants make no representation or warranty that any court will grant any filed Set-Aside or Dismissal. Defendants have no obligation to assist any Eviction Fee Class member with any aspect of filing a Set-Aside or Dismissal or with any aspect of any related court proceedings. Additionally, Defendants shall have no obligation to execute any documents or take any further action in relation to the Non-Monetary Relief except

for the execution of one copy of the form attached as Exhibit K. In order to qualify for this benefit, Eviction Fee Class members must file a valid and timely claim. The Set-Aside, if granted, shall not entitle members of the Eviction Fee Class to resume occupancy of their apartment units or otherwise provide any rights as to the previously leased premises, but is instead for the sole purpose of removing the judgments from their record.

C. Administrative Expenses, Attorneys' Fees, and Costs

Within ten (10) calendar days of the entry of the Preliminary Approval Order, Defendants shall pay \$60,000.00 to the Claims Administrator in order to implement the court-approved Notice Plan. This amount shall be subtracted from the Cash Fund.

Within twenty-one (21) days after the Effective Date, Defendants, or their insurers, shall pay to Whitfield Bryson LLP the amount approved for attorneys' fees and costs. Defendants will not object to a request for attorneys' fees so long as the request does not exceed \$1,306,250 (27.5% of the Monetary Relief). Defendants will also not object to reimbursement of expenses and costs. These amounts shall be subtracted from the Cash Fund.

D. Service Award

The Class Representatives, or Class Counsel on their behalf, may make an application for service awards in an amount not to exceed \$2,500 each (\$5,000 total).

Defendants will not oppose or otherwise comment on the service awards if in the amount referenced above. The service awards shall be subtracted from the Cash Fund.

E. Cy Pres

Any amounts not distributed to Settlement Class Members or awarded as administrative expenses, attorneys' fees and costs, or as a service award, shall be distributed to Legal Aid of North Carolina, subject to Court approval.

IV. Procedure for Approval and Implementation of Settlement

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

A. Submission to the Court for Preliminary Approval

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

In the event the Court does not approve this Agreement, the Effective Date

does not occur, or this Agreement is otherwise terminated, all stayed proceedings shall resume in a reasonable manner.

B. Appointment of Claims Administrator

Subject to the approval of the Court, Class Counsel has proposed the appointment of KCC Group to serve as Claims Administrator in this matter. The Claims Administrator shall perform the following duties: (a) prepare the Notice Plan; (b) disseminate the Notice of Class Settlement; (c) process claim forms and opt-out forms; (d) receive and serve on Class Counsel, Defendants' counsel, and the Court any written objections and opt-out requests; (e) determine the amounts of the awards due to eligible Settlement Class Members in accord with the terms and procedures set forth herein; (f) report, in summary or narrative form, to Class Counsel and Defendants' counsel regarding the completion of the tasks identified in this paragraph; (g) issue other reports and provide any and all files, documents, and data related to this Agreement, upon request, to Defendants' counsel, or Class Counsel; (h) carry out other related tasks in accordance with the terms of this Agreement; and (i) agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Claims Administrator pursuant to this Agreement and its exhibits and amendments (if any).

All disputes relating to the Claims Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing

jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

C. Plan for Dissemination of Notice

It is the Parties' intent that class members receive constitutionally adequate notice of the Settlement. Class Representatives shall submit to the Court for approval the Notice Plan and the Notice of Class Settlement. The Notice Plan will provide the best notice practicable under the circumstances of the Action, conform to all aspects of Fed. R. Civ. P. 23, and comply with the terms and conditions of this Agreement.

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

The Notice Plan shall include the following:

1. Class Member Information

Defendants provided the declaration attached to this Agreement as **Exhibit L** summarizing the number of units who are or are potentially in the Settlement Classes. In addition, Defendants shall provide the names of all Eviction Fee Class members, as well as all those who could potentially be included as Collection Letter Class members, to Class Counsel and the Claims Administrator. Defendants' commercially reasonable best efforts as to the accuracy and completeness of the

identities of the Eviction Fee Class members and potential Collection Letter Class members is a material term to this agreement.

Within three (3) days after the entry of the Preliminary Approval Order, Defendants shall provide to the Claims Administrator the following regarding the Settlement Class Members to the extent available: email addresses and tenant address while at Defendants' Properties. The Claims Administrator shall use this information for the sole purpose of identifying the current physical address and/or email address for the Settlement Class Members.

2. Internet Website

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

3. Toll-Free Telephone Number

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

4. Direct Notice – Email Notice

No later than five (5) days after the commencement of the Notice Period, the Claims Administrator shall email the Summary Email Notices attached hereto as **Exhibit H** to each potential Collection Letter Class Member and **Exhibit I** to each Eviction Fee Class member with a facially valid email address provided by Defendants.

The Summary Email Notices will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each Summary

Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the unique message identifier. For any Summary Email Notice for which a bounce code is received indicating that the message is undeliverable, at least one additional attempt will be made to deliver the notice by email. If any Summary Email Notice is returned undeliverable two times, the Claims Administrator will send the appropriate Postcard Notice. The Summary E-mail Notices will include an embedded link to the Settlement Website.

5. Direct Notice – United States Mail

No later than five (5) days after the commencement of the Notice Period, the Claims Administrator will commence the sending of Postcard Notices by United States Postal Service (“USPS”) first class mail to all Settlement Class Members for which the Claims Administrator has a physical mailing address and does not have a facially valid email address. The Claims Administrator shall send the Postcard Notice substantially similar to the one attached as **Exhibit F** to potential Collection Letter Class Members and the Postcard Notice substantially similar to the one attached as **Exhibit G** to Eviction Fee Class Members.

Prior to the initial mailing of the Postcard Notices, postal mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS. Any addresses returned by NCOA as invalid will be

updated through a third-party address search service prior to mailing. All addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip codes, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Postcard Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still available during the period in which the postal service returns the piece with the address indicated, or more current or correct addresses that may be found using a third-party lookup service (e.g., “ALLFIND”, maintained by LexisNexis). Upon successfully locating better addresses, the Postcard Notices will be promptly re-mailed. Additionally, the Notices will be mailed to all persons who request one via the toll-free phone number maintained by the administrator.

6. Post-Notice Declaration of Claims Administrator

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

D. Opt-Outs and Objections by Settlement Class Members

1. Requests for Exclusion from Class or Opt-Outs

Any potential Settlement Class Member may request to be excluded from the Settlement Class by submitting a Request for Exclusion pursuant to the terms set forth in the Notice of Class Settlement. Any such request must be made in accordance with the terms set forth in the Notice of Class Settlement, must be mailed or delivered to the designated Claims Administrator as provided in the Notice of Class Settlement, and will be timely only if postmarked no later than sixty (60) days following the entry of the Preliminary Approval Order.

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

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

Within seven (7) calendar days after the expiration of the deadline for

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

If the total number of Requests for Exclusion exceeds 75, Defendants have the option to terminate this Settlement Agreement. In order to exercise this option, Defendants shall notify Class Counsel within fourteen (14) days of receipt of The Report of Exclusion from the Class Administrator.

2. Objections to Settlement

Any Settlement Class Member who has not submitted a timely Request for Exclusion and who wishes to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement, must deliver an objection, in writing, to Class Counsel and Defendants' counsel and file the objection with the Court no later than sixty (60) days after the entry of the Preliminary Approval Order or as the Court may otherwise direct.

Written objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) proof of class membership, and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the

objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class Members represented by objector's counsel; (2) the number of such represented Settlement Class Members who have opted out of the Settlement Class; and (3) the number of such represented Settlement Class Members who have remained in the Settlement Class and have not objected. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendants' counsel not later than fifteen days before the Final Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (2) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (3) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (4) the attorney's hourly rate.

The Parties shall have the right to take discovery, including via subpoenas *duces tecum* and depositions, from any objector. Objectors must make themselves available for deposition by counsel for the Parties between the time the objection is

filed and a date no later than five (5) business days before the Final Fairness Hearing and the objection must include the dates when the objector is available for deposition.

Any Settlement Class Member who files and serves a written objection satisfying the requirements of this section may appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Settlement Class Members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class Counsel and Defense counsel and have file-marked by the Court, no later than sixty (60) days after the entry of the Preliminary Approval Order, a Notice of Intent to Appear. The Notice of Intent to Appear must: (1) state how much time the Settlement Class Member reasonably anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class Member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class Member intends to offer in support of the objection; and (5) attach complete copies of all such exhibits.

3. Failure to Object

Any Settlement Class Member who fails to timely file such a written statement of his or her intention to object shall be foreclosed from making any objection to the

Settlement and shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including but not limited to, the release contained in Section VI.A. of this Agreement.

E. Claim Process

1. Monetary Benefits

a. *Collection Letter Class Cash Payments*

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

b. *Eviction Fee Class Cash Payments*

Eviction Fee Class members are eligible to receive compensation without submission of a Claim Form. Eviction Fee Class members shall receive an Email Summary Notice (attached hereto as **Exhibit I**) or Postcard Notice (attached hereto

as **Exhibit G**), whichever is applicable, that contains the estimated recovery for each Eviction Fee Class member subject to any deduction for attorneys' fees, costs, expenses, service awards, and claims administration, and subject to increase or decrease based on participation. An Eviction Fee Class member is not required to take any affirmative action in order to qualify for compensation.

c. Debt Relief

Settlement Class Members who incurred Outstanding Debt and who do not opt-out of the Settlement are eligible to receive the Debt Relief benefit automatically without the submission of a claim form.

2. Non-Monetary Benefit

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

3. Miscellaneous

The Claims Administrator, in consultation with Class Counsel and Defense counsel, shall determine whether a claimant is a Settlement Class Member.

F. Effective Date

1. Except as set forth in Section IV.F.2 below, the Agreement shall be effective upon the day all of the following events have occurred:

a. Entry of the Order Preliminarily Approving Class Settlement;

b. Final approval by the Court of this Settlement, following notice to Settlement Class Members and a Final Fairness Hearing. The Parties recognize that all relief contemplated by this Agreement is expressly contingent upon the Court's Final Approval;

c. Entry by the Court of a Final Order and Judgment; and

d. The claims alleged by Plaintiffs in the Action have been dismissed with prejudice.

2. If any Settlement Class Member objects, the Effective Date shall not occur until the expiration of any time for appeal or review of such Final Order and Judgment. If any appeal is filed and not dismissed, the Effective Date shall not occur until after such Final Order and Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal, including discretionary review by the United States Supreme Court.

G. Disbursements and Distributions from the Cash Fund

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

1. First payment: Defendants shall pay \$60,000.00 to the Claims Administrator for the costs of notice and administration within ten (10) calendar days after the order on preliminary approval is entered.

2. Second payment: Within twenty-one (21) calendar days after the

Effective Date, Defendants, or their insurers, shall cause the remainder of the Cash Fund - less the \$60,000.00 already paid to the Claims Administrator for the costs of notice and claims administration and less any awarded attorneys' fees, expenses, costs, and service awards - to be remitted to the Claims Administrator.

3. Third payment: Any attorneys' fees, expenses, and costs awarded by the Court, and any service award determined by the Court for services rendered by the Class Representatives shall be paid by the Defendants, or their insurers, into the Whitfield Bryson LLP trust account for distribution to Class Counsel and the Class Representatives in accordance with this Agreement. Payment of such attorneys' fees, expenses, costs, and service award shall be paid by the Defendants, or their insurers, within twenty-one (21) calendar days after the Effective Date of this Agreement.

4. Within twenty-one (21) days after the Effective Date, Defendants will provide to the Claims Administrator a Set-Aside and Dismissal to use for all Eviction Fee Class members who file a timely and valid claim form requesting this relief.

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

6. Within thirty (30) calendar days after the receipt of the payment described in section IV.G.2, the Claims Administrator shall disburse all approved amounts to Settlement Class Members in accordance with the proposed distribution described in section IV.G.5 and otherwise in accordance with the terms of this Agreement. All disbursement checks must be cashed within six (6) months of the date of mailing. The Claims Administrator shall also distribute the Set-Aside and Dismissals to those Eviction Fee Class members who submitted a valid and timely claim requesting one within thirty (30) calendar days after the receipt of the payment described in section IV.G.2.

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

H. Retention of Records

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

of this agreement.

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

A. Exclusive Remedy

This Agreement shall be the exclusive remedy for any and all Released Claims, any claim arising out of the subject matter of this Agreement, and any complaint by any Settlement Class Member against the Released Persons related to the Released Claims. No Released Persons shall be subject to liability or expense of any kind to any Settlement Class Member related to the Released Claims except as provided in this Agreement. Upon Final Approval of this Agreement, each Settlement Class Member shall be barred from initiating, asserting or prosecuting any Released Claims against any Released Persons. This Agreement shall be binding upon, and inure to the benefit of, the Parties' successors and assigns.

B. Dismissal of Claims

The Parties agree that all Released Claims shall be dismissed with prejudice in accordance with the Final Order and Judgment.

C. Jurisdiction

The Court shall retain exclusive and continuing jurisdiction over the Parties and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all compensation, the implementation and enforcement of its terms, conditions, and

obligations, and the non-performance by the Claims Administrator of its duties.

VI. Releases and Reservations

A. Released Claims

Upon the Effective Date of this Agreement, the Released Persons shall be released and forever discharged by the Class Releasors from all Released Claims. All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any Released Persons based, in whole or in part, on any of the Released Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts. Class Releasors further expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

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

Upon the Effective Date of the Settlement, all Settlement Class Members that have not filed a timely notice of exclusion shall be forever enjoined and barred from asserting any of the Released Claims, and any such Settlement Class Member shall be deemed to have forever released the Released Persons from any and all such Released Claims. The Class Releasors agree and covenant not to bring any suit or proceeding in any forum against any Released Persons based upon any Released Claim.

Upon the Effective Date, each Defendant, including such Defendant's current or former parent companies, lenders, insurers, investors, affiliates, suppliers, successors, assigns, subsidiaries, and any current, past or future owners, members, directors, officers, employees, attorneys, accountants, direct and indirect shareholders, partners, members, or agents (including debt collection agent) of the foregoing, releases each other Defendant, including such Defendant's current or former parent companies, lenders, insurers, investors, affiliates, suppliers, successors, assigns, subsidiaries, and any current, past or future owners, members, directors, officers, employees, attorneys, accountants, direct and indirect shareholders, partners, members, or agents of the foregoing, from any and all claims (including any claims for indemnification), demands, actions, allegations, suits, causes of action, theories of liability, damages whenever incurred, and liabilities of any nature whatsoever, arising out of or related to: (1), the claims in the Action; (2)

the sending of Collection Letters or the charging, threatening to charge, collecting, or attempting to collect Eviction Fees; or (3) any debt incurred by Eviction Fee Class members for Defendants' Properties listed on Appendix A during the Relevant Time Period.

B. Reservation of Claims and Rights, No Admission

Released Claims shall not include (a) any claim against any person or entity that is not a Released Person, as defined in this Agreement or (b) any claim for breach of this Agreement. The Parties agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents, and discussion associated with it shall be without prejudice to the rights of any Party (other than those compromised herein); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Released Persons, or of the truth of any of the claims or allegations contained in any Complaint or pleading whether in this Action or in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority present or future. Neither this Agreement, nor any of its provisions, nor any statement or document filed in connection herewith nor the fact of this Agreement, shall be filed, offered, received in evidence or otherwise used in any action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise. In the event

that this Agreement is terminated, nothing in this Agreement or its negotiation may be used as evidence in any action between the Parties. The Parties expressly reserve all their rights if this Agreement fails to become final and effective substantially in accordance with its terms.

Notwithstanding the preceding paragraph, this Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this Agreement and all proceedings incident thereto, including requests for attorneys' fees, costs, disbursements and compensation to the Settlement Class and any disputes arising from this Agreement.

VII. Miscellaneous Provisions

A. Reasonable Best Efforts

The Parties agree to (i) use their reasonable best efforts, including all steps required by this Agreement and other efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement; (ii) use their reasonable best efforts to defeat any lawsuit seeking to challenge this Agreement; and (iii) subject to any other legal or ethical obligation, support the Settlement in all statements in any forum. Class Counsel has carefully reviewed this

Agreement and has concluded that it is in the best interests of the Settlement Class Members and represents a fair and efficient method of compensating them for their claims against the Released Persons. Accordingly, Class Counsel hereby represents that they shall recommend that each Settlement Class Member accept his or her settlement offer under the terms of this Agreement. The Parties recognize, however, that the decision whether to participate in this Agreement rests with each individual Settlement Class Member.

B. Authorization to Enter Agreement

The undersigned representatives of Defendants represent that they are fully authorized to enter into and execute this Agreement on behalf of Defendants. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of Plaintiffs and to enter into and execute this Agreement on behalf of Plaintiffs and the putative Settlement Class, subject to approval by the Court.

C. Binding Effect

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

D. No Party is the Drafter

None of the Parties to this Agreement shall be considered the drafter of this Agreement or any included provision for the purpose of any statute, case law, or rule

of construction that would or might cause any provision to be construed against the drafter.

E. Choice of Law

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

F. Amendment

This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement and, if necessary, approved by the Court.

G. Integrated Agreement

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

H. No Collateral Attack

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

I. Meet and Confer regarding Disputes

Should any dispute arise among the Parties or their respective Counsel

regarding the implementation or interpretation of this Agreement, Class Counsel and Defendants' counsel shall meet and confer with one another and/or the mediator in an attempt to resolve such disputes prior to submitting such disputes to the Court.

J. Waiver of Compliance

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

K. Severability

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Defendants and Class Counsel mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

L. Execution of Counterparts

This Agreement may be executed in counterparts. Facsimile or PDF

signatures shall be valid signatures as of the date thereof, although the original signature pages shall be appended to this Agreement and filed with the Court thereafter.

IN WITNESS WHEREOF, the Parties hereto, by and through their fully authorized representatives, have executed this Agreement as of _____, 2020.

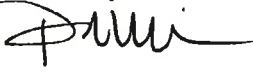
[signature pages follow]

FOR PLAINTIFFS RANDI MILROY and DAN WILLIAMS:


Randi Milroy (Jan 22, 2021 19:29 EST)


Randi Milroy

Jan 22, 2021
Dated: _____



Dan Williams

Jan 25, 2021
Dated: _____


Scott C. Harris (Jan 25, 2021 12:04 EST)

Scott C. Harris
Patrick M. Wallace
Whitfield Bryson LLP
Counsel for Plaintiffs Milroy and Williams

Jan 25, 2021
Dated: _____


Edward Maginnis (Jan 25, 2021 12:25 EST)

Edward H. Maginnis
Karl S. Gwaltney
Maginnis Law, PLLC
Counsel for Plaintiffs Milroy and Williams

Jan 25, 2021
Dated: _____

FOR BELL PARTNERS, INC.:



John E. Tomlinson
Chief Financial Officer
Bell Partners, Inc.

January 25, 2021
Dated: _____

FOR PLAINTIFFS RANDI MILROY and DAN WILLIAMS:

Scott C. Harris
Patrick M. Wallace
Whitfield Bryson LLP

Dated: _____

Edward H. Maginnis
Karl S. Gwaltney
Maginnis Law, PLLC

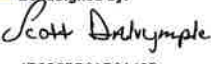
Dated: _____

FOR BELL PARTNERS, INC.:

John E. Tomlinson
Chief Financial Officer
Bell Partners, Inc.

Dated: _____

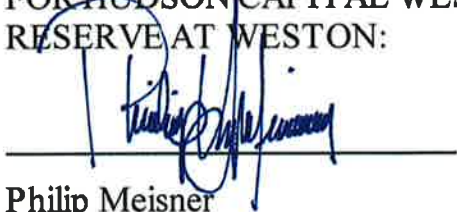
FOR PRIII RTP8 (RALEIGH) HOLDINGS, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, f/k/a LSREF3 BRAVO (RALEIGH), LLD d/b/a THE
RESERVE AT LAKE LYNN:

DocuSigned by:

4EC8BDB0A98A46D...

Dated: January 25, 2021

Vice President
PRIII RTP8 (Raleigh) Holdings, LLC, a Delaware limited liability company, f/k/a
LSREF3 Bravo (Raleigh), LLC d/b/a The Reserve at Lake Lynn

FOR HUDSON CAPITAL WESTON, LLC d/b/a CARY
RESERVE AT WESTON:

A handwritten signature in blue ink, appearing to read "Philip Meisner", is written over a horizontal line.

Dated: February 1, 2021

Philip Meisner
Executive Vice President & General Counsel
Hudson Capital Weston, LLC d/b/a Cary Reserve at Weston

EXHIBIT A



1/9/2018

Dan Williams, #1114

Re: Late Rental Payment

To all Resident(s) in possession:

As of today, your rental payment for January 2018 has not been received.

The total amount due on your account is \$3,431.58. Please remit the total amount due to the office immediately to bring your account up to date. Your payment must be in the form of a money order or cashier's check. A personal check cannot be accepted.

If payment is not received in full by the Eleventh (11th) of this month before 10:00 am, we will submit your account for court filings to be initiated wherein we will seek to terminate your right to possession of the premises.

If a summary ejectment (eviction) lawsuit is filed against you, you will incur additional expenses including but not limited to the following: \$191 for 1 defendant, \$221 for 2 defendants or \$251 for 3 defendants. In addition, you will be assessed one of the following fees as a result of the eviction proceeding: (I) a Complaint Filing Fee equal to five percent (5%) of your monthly rent; (II) a Court Appearance Fee equal to ten percent (10%) of your monthly rent; or (III) a Second Trial Fee equal to twelve percent (12%) of your monthly rent.

Again, all of the above amounts must be paid via money order or cashier's check, or the attempted payment cannot be accepted.

If you have any questions, or feel you have received this letter in error, please contact our office at 919-677-7887. Thank you for your prompt attention to this matter.

This communication is in an attempt to collect a debt. Any information obtained will be used solely for that purpose.

Respectfully,

Brandi Cole

Assistant Community Manager

Summary
EJECTMENT
\$191.00

Complaint
Filing
\$191.00

EXHIBIT B



Cary Reserve at Weston
1000 Heathmoor Lane

Cary, NC27513

Date: 4/6/2018

To: Dan Williams

1114 Millhous Dr.

Cary, NC 27513

Re: Notice of Default

In accordance with the provisions of Chapter 42 of the General Statutes of NC, you are hereby notified that you are in default of payment of rent, late charges, service fees and miscellaneous charges.

As stated in your lease contract, rent and related charges are due on or before the First day of the month, and are considered late on the Sixth day of the month. Your account still reflects a balance due as of the above referenced date.

Total amount now past due: \$1,404.25. This past due amount includes water, late fees and any past due balance. Payment must be submitted in the form of money order or certified check. No personal checks will be accepted.

We ask that you take care of this matter immediately. If you have any questions or believe our records to be in error, please call or come by the rental office.

Should you fail to tender the full amount due, we reserve the right to file a summary ejectment (eviction) lawsuit against you after close of business on the 10th calendar day of the month. In that event, you will be charged a \$201.00 court filing fee plus \$30.00 per leaseholder resident for service by sheriff. In the event we file an eviction lawsuit against you, you will also owe us a Complaint Filing Fee equal to five percent (5%) of your monthly rent whenever we agree to file a Voluntary Dismissal of the eviction case against you. All of the above amounts must be paid in via money order or cashier's check, or the attempted payment will be rejected.

Sincerely,

Keli Cave
Community Manager

***We accept Visa, Master Card, and Discover. Please call us for details.

cc: resident's file

**NOTE: This is an attempt to collect a debt.
Any information obtained from you will be used for that purpose.**

EXHIBIT C



Cary Reserve at Weston
1000 Heathmoor Lane, Cary, NC 57513
www.CaryReserveAtWeston.com

January 12, 2018

Re: Court Filing for Non-Payment

Apt: 1114

Dear Dan Williams,

As of today we have not received your rent payment for this month. In accordance with your lease and the late letter, court papers were filed today for possession of the home. Your current balance due is **\$3,697.33**.

If you are able to submit the above payment in full prior to the court date, we will dismiss the case. All payments must be in the form of money order or certified check. No personal checks will be accepted.

If you are not able to pay prior to the court date, possession of the home will be requested and you will then have 10 days to pay before the WRIT for Eviction is filed. At that time, additional fees will be due.

Please contact our office to let us know when you may be able to submit your rent payment.

Respectfully,

A handwritten signature in cursive script, appearing to read 'Brandi Cole', written over a horizontal line.

Brandi Cole, Assistant Community Manager

Cary Reserve at Weston



EXHIBIT D



Date: 4/12/2018

From: Brandi Cole, Assistant Community Manager / Agent for Owner
Cary Reserve at Weston
1000 Heathmoor Lane
Cary, NC 27513
919.677.7887

To: Dan Williams
1114 Millhous Drive
Cary, NC 27513

Apt: 1114

Dear Dan Williams,

This letter is to inform you that we have submitted the paperwork to our lawyers to file a summary ejectment (eviction) lawsuit for possession of your home on 4/11/18. You will receive notice from the County Courthouse of your court date. As of this date, our records indicate that your total amount due is \$1,404.25. Once our lawyers file the lawsuit with the court you will be responsible for all additional court costs and legal fees as per the terms of the lease agreement. Please contact the leasing office for your updated balance due prior to submitting payment. Any payment for this balance must be in full and in certified funds— either money order or cashier's check. Payments not made in full will be rejected and returned to you.

Please remit your payment at least 24 hours prior to your court date to help ensure dismissal of your case. Any payments received less than 24 hours before the court date do not guarantee a dismissal.

In the event we file, serve, and prosecute a summary ejectment and a judgment is entered against you, a court appearance fee equal to 10% of your monthly rent will immediately be due along with all delinquent rent, fees, and other applicable charges.

If you have questions regarding this balance due, please call or come by the management office.

Sincerely,

Brandi Cole,
Assistant Community Manager / Agent for Owner

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

CARY RESERVE AT WESTON
PH 919.677.7887 | FAX 919.677.9486
1000 Heathmoor Lane
Cary, NC 27513



EXHIBIT E

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA

If you resided in any of the properties in North Carolina owned and/or managed by BELL PARTNERS, INC., LSREF3 BRAVO (RALEIGH), LLC, d/b/a/ THE RESERVE AT LAKE LYNN; AND HUDSON CAPITAL WESTON, d/b/a CARY RESERVE AT WESTON, you may be entitled to benefits from a class action Settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice informs you of a proposed settlement in a class action lawsuit filed by Randi Milroy and Dan Williams (the “Plaintiffs”) against Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston (the “Defendants”). Plaintiffs alleged that Defendants unlawfully charged and threatened certain fees when filing summary ejectment/eviction actions against their tenants at the apartment complexes that Defendants own, owned, manage, or managed in North Carolina. The Settlement resolves the lawsuit. Defendants deny that they did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Classes.
- If you are included in the Settlement, you may qualify to receive compensation. The amount of compensation is dependent on whether you are a member of the Collection Letter Class or Eviction Fee Class.
 - **Collection Letter Class Members**. If you are a natural person who (a) at any point between September 21, 2014 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendants and (c) received a Collection Letter, then you are a member of the Collection Letter Class.
 - **Eviction Fee Class Members**. If you are a natural person who (a) at any point between September 21, 2014 and June 25, 2018, (b) resided in any of the properties in North Carolina owned and/or managed by Defendants and (c) were charged and (d) paid Eviction Fees, then you are a member of the Eviction Fee Class.
 - See Question 5 for a detailed explanation of the Classes.
- **Please see the chart on the next page which provides a quick reference guide to the deadlines and obligations of Class Members for each Class described above.**
- **If you are a member of either or both Classes, your legal rights are affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

COLLECTION LETTER CLASS	
SUBMIT A CLAIM FORM BY ___, 2021	If you wish to receive cash payments from the Settlement, you must submit a valid and timely Claim Form.
EXCLUDE YOURSELF BY ___, 2021	You will receive no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendants about the legal claims in this case.
OBJECT BY ___, 2021	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING ON ___, 2021 AT ____.	Ask to speak in Court about the fairness of the Settlement.
FILE A NOTICE OF INTENT TO APPEAR BY ___, 2021	Your Notice of Intent to Appear in Court at the Hearing must be filed with the Court and served on Class Counsel and Defendants Counsel no later than this date.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendants about the legal claims in this case.
EVICITION FEE CLASS	
DO NOTHING	You will remain a member of the Eviction Fee Class and will automatically receive a Settlement Benefit. Members of this Class do not need to file a Claim, unless they are also members of the Collection Letter Class and/or wish to receive non-monetary relief
EXCLUDE YOURSELF BY XX, 2021	You will receive no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendants about the legal claims in this case.
OBJECT BY XX, 2021	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING ON XX, 2021 AT XX	Ask to speak in Court about the fairness of the Settlement.
FILE A NOTICE OF INTENT TO APPEAR BY XX, 2021	Your Notice of Intent to Appear in Court at the Hearing must be filed with the Court and served on Class Counsel and Defendants Counsel no later than this date.

- These rights and options—and **the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.ncbpstenantaction.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

1. Why is there a Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?

5. How do I know if I am in the Settlement?
6. What if I am still not sure if I am included in the Settlement?

SETTLEMENT BENEFITS

7. What does the Settlement provide?
8. What can I get from the Settlement?
9. What am I giving up to stay in the Class?

HOW TO GET A PAYMENT

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

OBJECTING TO THE SETTLEMENT

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

THE LAWYERS REPRESENTING YOU

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

THE COURT'S FAIRNESS HEARING

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

GETTING MORE INFORMATION

23. How do I get more information?

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the Honorable James C. Dever, III, a United States District Court Judge who was assigned this case, and the case is called *Randi Milroy and Dan Williams v. Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston*, Case No. 5:18-cv-516 (United States District Court for the Eastern District of North Carolina). The individuals who sued are called the Plaintiffs or Class Representatives, and the companies being sued are called the Defendants.

2. What is this lawsuit about?

The lawsuit alleges that the Defendants unlawfully charged complaint filing fees, sheriff service fees, and attorneys' fees ("Eviction Fees") when filing summary ejectment/eviction actions against their tenants. Plaintiffs also alleged that Defendants unlawfully threatened to charge Eviction Fees through written correspondence (the "Collection Letters").

The lawsuit brought four claims for relief: a violation of the North Carolina Residential Rental Agreements Act (N.C.G.S. § 42-46), a violation of the North Carolina Debt Collection Act (N.C.G.S. § 75-50 et seq.), a violation of the North Carolina Unfair and Deceptive Trade Practices Act (N.C.G.S. § 75-1.1 et seq.), and for declaratory judgment.

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

3. Why is this a class action?

In a class action, one or more people, called "Class Representatives," sue on behalf of people who have similar claims. All these people are in a "class" or are "settlement class members," except for those who exclude themselves from the Class. The Honorable James C. Dever, III of the United States District Court for the Eastern District of North Carolina, is in charge of this class action.

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

There are two types of Class Members in this Action:

A) *Collection Letter Class Members*

You are a Collection Letter Class Member if you are a natural person who at any point between September 21, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by Defendants, and you received a Collection Letter. Representative letters can be found here: xxxxxxxx.

B) *Eviction Fee Class Members*

You are an Eviction Fee Class Member if you are a natural person who at any point between September 21, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by Defendants, and you were charged and paid Eviction Fees.

Eviction Fee Class Members may also be Collection Letter Class Members if they meet the requirements of both Classes.

Excluded from the Settlement Classes are (1) employees, directors, officers, and agents of Defendants; (2) persons who timely and properly exclude themselves from the Settlement Classes as provided in this Notice; (3) anyone who has previously executed a written release that related to collecting or threatening to collect Eviction Fees; and (4) the Court, the Court's immediate family, and Court staff.

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

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

SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides two types of benefits: Monetary Relief and Non-Monetary Relief. Monetary Relief means \$2,750,000 in cash and approximately \$2,000,000.00 in Debt Relief. Non-Monetary Relief means the availability of the Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal. The Monetary Relief shall be used to pay all costs associated with the Settlement, including but not limited to (a) the costs of notice and administration of the Settlement, including for a Settlement Notice and Claims Administrator to process claims, objections, and opt-out requests; (b) the payment of valid approved claims; (c) attorneys' fee awards (if any); (d) attorneys' expenses and costs (actually incurred litigation expenses and other hard costs apart from fees); (e) service awards (if any) to the Representative Plaintiffs; and (f) any other expenses.

8. What can I get from the Settlement?

A. Monetary Relief- Cash Fund

If you are a member of the *Collection Letter Class*, you must submit a valid and timely Claim Form either online at www.ncbpstenantaction.com or print it off and mail it to the address below by XXXX, XX, 2021. If you submit such a Claim Form, you are eligible to receive \$25.00 if you certify under penalty of perjury that you received a Collection Letter threatening that Defendants would assess Eviction Fees. You may be eligible to receive \$25.00 per letter, up to \$75.00, for each Collection Letter received. You must certify under penalty of perjury the number of Collection Letters received and provide the month and the year when those Collection Letters were received. To qualify for the maximum award amount, you must provide specific information and the months and the years about at least three of the Collection Letters you received.

If you submit a valid and timely Claim Form, the amount you actually receive may be significantly different depending on how many valid claims are ultimately submitted by other Class Members. The available Settlement Fund will be distributed on a proportional basis once the Settlement becomes final. The Collection Letter Class has been allotted \$100,000.00 of the Settlement Fund. The exact amount of compensation will be determined after administrative expenses, service award, and attorneys' fees and costs are deducted.

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

If you are a member of the *Eviction Fee Class*, you do NOT need to file a claim to obtain Eviction Fee benefits. Defendants' records demonstrate how many instances in which you were charged and paid Eviction Fees to Defendants during the Relevant Time Period. Accordingly, each Eviction Fee Class Member may receive compensation of approximately \$416.00 for each time the Eviction Fee Class Member was charged and paid Eviction Fees.

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

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

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

B. Monetary Relief-Debt Relief

In addition to the cash payments described above, Defendants agrees to waive all debt incurred during the Relevant Time Period by Settlement Class Members who were charged and/or paid Eviction Fees during the Relevant Time Period and resided at certain Defendants' Properties. These properties are listed on Appendix A to the Settlement Agreement and are available at the Settlement Website, www.ncbpstenantaction.com. This benefit is automatically available to applicable Settlement Class Members; **you do not need to submit a Claim Form to obtain Debt Relief benefits.**

C. Non-Monetary Relief

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

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

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

Unless you exclude yourself from the Settlement, you cannot sue the Released Persons, continue to sue, or be part of any other lawsuit against the Released Persons about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. The Released Claims and Released Persons are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.ncbpstenantaction.com.

HOW TO GET A PAYMENT

10. How can I get a payment?

A. Monetary Relief- Cash Payments

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

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

B. Monetary Relief-Debt Relief

Qualified Settlement Class Members do not need to submit a claim to obtain Debt Relief benefits. This benefit will be automatically conferred to Settlement Class Members who incurred Outstanding Debt as defined in the Settlement

Agreement, which is available at the Settlement Website, www.ncbpstenantaction.com.

C. Non-Monetary Relief

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

Claims may be mailed or emailed at the following addresses

MAIL: *Milroy, et al. v. Bell Partners, Inc., et al.*, c/o Settlement Administrator, [REDACTED].

EMAIL: info@XXXXXX.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **XXXXXX, 2021** or submit your Claim Form online at the Settlement Website, www.ncbpstenantaction.com, by **XXXXXX, 2021**.

11. When will I get my benefits?

Benefits will be made after the Court grants “final approval” to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It’s always uncertain whether these appeals can be resolved and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Released Persons on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

12. How do I get out of the Settlement?

To exclude yourself, you must mail or email the Settlement Administrator, including the following:

- a. A caption or title that identifies it as “Request for Exclusion in *Milroy, et al. v. Bell Partners, Inc., et al.*, Case No. 5:18-cv-516”;
- b. Your full name and address; and
- c. A signed statement that you wish to be excluded from the Settlement.

Your request for exclusion must be emailed or postmarked no later than **XX, 2021** to the Settlement Administrator at:

SETTLEMENT ADMINISTRATOR
Class Action Opt-Out
<i>Milroy, et al. v. Bell Partners, Inc., et al.</i>
Settlement
PO Box XX
XXX,
XX
XXX
Email: info@XXXXXX.com

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

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

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

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Persons for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement Agreement.

14. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

15. How can I tell the Court if I do not like the Settlement?

Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member who wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Settlement Class Counsel, and counsel for Defendant.

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

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class members represented by objector's counsel; (2) the number of such represented Settlement Class members who have opted out of the Settlement Class; and (3) the number of such represented Settlement Class members who have remained in the Settlement Class and have not objected. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendants' Counsel not later than fourteen days before the Final Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (2) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (3) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (4) the attorney's hourly rate.

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

Any Settlement Class member who files and serves a written objection satisfying the requirements of this section, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Class members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class Counsel and Defendants' Counsel and have file-marked by the Court, no later than sixty days after the entry of the Preliminary Approval Order or as the Court otherwise may direct, a Notice of Intent to Appear. The Notice of Intent to Appear must: (1) state how much time the Settlement Class member anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class member intends to offer in support of the objection; and (5) attach complete copies of all such exhibits.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel, Defendants' Counsel and Settlement Administrator no later than, **XX, 2021** at the following addresses:

CLASS COUNSEL	DEFENDANTS' COUNSEL	COURT	SETTLEMENT ADMINISTRATOR
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Scott Harris Patrick Wallace Whitfield Bryson LLP 900 W. Morgan Street Raleigh, North Carolina 27603 Edward H. Maginnis Karl S. Gwaltney Maginnis Law, PLLC 4801 Glenwood Avenue, Suite 310 Raleigh, North Carolina 27612	Kirk G. Warner Clifton L. Brinson Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP 150 Fayetteville Street, Suite 2300 Raleigh, NC 27601 <i>Counsel for Bell Partners, Inc.</i> Patrick L. Robson Hunton Andrews Kurth, LLP 200 Park Avenue New York, NY 10166 <i>Counsel for LSREF# Bravo (Raleigh), LLC</i> Joseph S. Dowdy Phillip A. Harris, Jr. Kilpatrick, Townsend & Stockton, LLP 4208 Six Forks Road, Suite 1400 Raleigh, NC 27609 <i>Counsel for Hudson Capital Weston, LLC</i>	Clerk of Court United States District Court for the Eastern District of North Carolina 310 New Bern Avenue #174 Raleigh, NC 27601	<i>Milroy, et al. v. Bell Partners, Inc., et al.</i> c/o Settlement Administrator XXXXXX
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16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed "Class Counsel" as designated in Question 15 of this Notice to represent the Settlement Classes.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel intends to file a motion on or before XXXXX, 2021 seeking an award up to \$1,306,250 (27.5%) of the Monetary Relief (includes the Cash Fund and Debt Relief) in fees and approximately \$XXXX in out of pocket expenses, as well as a service award in the amount of \$2,500 each for the Representative Plaintiffs (total of \$5,000), to be drawn from the Settlement Fund. The Court will determine the amount of fees and expenses, and service awards.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on XXXXX, 2021 at XXXX at the XXXXX before the Hon. James C. Dever, III, United States District Court Judge, in Courtroom No. X, located at XXXXX, North Carolina.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Representative Plaintiffs. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If

you submit an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendants' Counsel no later than **XXXXXX, 2021**.

Any such request must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Settlement Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a ***Collection Letter Class Member*** and do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Persons about the legal issues in this case, ever again.

If you are an ***Eviction Fee Class Member*** and do nothing, you will receive a payment as described above. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Persons about the legal issues in this case, ever again.

Qualified Settlement Class Members who do not file a timely and valid claim form shall still receive the Debt Relief.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.ncbpstenantaction.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website or contact the Settlement Notice & Claims Administrator:

MAIL: Milroy, et al. v. Bell Partners, Inc., et al., c/o Settlement Administrator, **XXXX**

EMAIL: info@XXXXXX.com

TOLL-FREE: **XXX-XXX-XXXX**

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

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

EXHIBIT F

DocuSign Envelope ID: 63BC2B20-CEDC-4BDC-AD29-20EC990FD7A4

Who's included? You received this Notice because Defendants Bell Partners, Inc. (SRF3 Bravo (Raleigh), LLC d/b/a The Reserve at Lake Lynn; and Hudson Capital/Weston, d/b/a Cary Reserve at Weston ("Defendants") records indicate that you MAY be a member of the **Collection Letter Class**. There are two types of Class Members in this Action: **Collection Letter Class Members** and **Eviction Fee Class Members**. You are a **Collection Letter Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, resided in any of the Defendants' properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.ncbpostenaction.com. You are an **Eviction Fee Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, (a) resided in any of the Defendants' properties in North Carolina; (b) was charged Eviction Fees by the Defendants or their affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain Monetary and Non-Monetary Relief benefits. Monetary Relief means approximately \$2,000,000.00 in Debt Relief and \$2,750,000 in cash as a Settlement Contribution for payment of all approved Collection Letter Class and Eviction Fee Class claims. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees, expenses, and costs are deducted. Awards may be subject to a pro rata reduction based on availability. Non-Monetary Relief means the availability of the Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal.

What can I get from the Settlement? The amount of compensation is dependent on whether you are a member of the **Collection Letter Class** or **Eviction Fee Class**. **Cash benefit:** If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form online at www.ncbpostenaction.com by **XXXXX**. You may also download a Claim Form at www.ncbpostenaction.com and mail it to the Settlement Administrator as long as it is postmarked by **XXXXX**. **Collection Letter Class Members** are eligible to receive \$25 for each Collection Letter that they received, with a maximum of \$75. If you make a claim for Collection Letter cash benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received. If you are a member of the

Eviction Fee Class, you may also be a member of the **Collection Letter Class** if you meet the requirements of both Classes and may claim Collection Letter benefits, as explained above. You must submit a Claim Form if you want to obtain Collection Letter cash benefits in addition to Eviction Fee benefits for which you are eligible automatically. The Claim Form can be submitted online at www.ncbpostenaction.com. The Claim Form must be submitted online or postmarked on or before **XXXXX**. **Debt Relief benefits:** If you are a Settlement Class Member, you may also be automatically eligible to obtain Monetary Relief-Debt Relief benefits as Defendants agreed to waive all Outstanding Debt as defined in the Settlement Agreement, which is available at the Settlement Website, www.ncbpostenaction.com. You do not need to submit a Claim Form to obtain Debt Relief benefits. **Non-Monetary Relief benefits:** Each qualified member of the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a **Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6)** and **Stipulation of Dismissal** to obtain a consent motion to remove a judgment for possession obtained by Defendants. It is each class members obligation to file the Consent Motion and Stipulation of Dismissal.

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

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment you must send a written request to exclude yourself from the Class, postmarked no later than **XXXXXX**. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendants about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.ncbpostenaction.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on **XXXXX** at **XXXXXX** m. The date and time of the Hearing may change, please check the Settlement website www.ncbpostenaction.com often for updates.

How can I learn more about this case? The Notice contains useful information about the Settlement. For more information, to view additional Settlement documents, DocuSign Envelope ID: 63BC2B20-CEDC-4BDC-AD29-20EC990FD7A4, all Hearing, visit www.ncbpcsettlement.com. You may also contact the Settlement Administrator by email: info@xxxxx.com, or by phone: 1-xxx-xxx-xxxx.

DocuSign Envelope ID: 63BC2B20-CEDC-4BDC-AD29-20EC990FD7A4

Milroy, et al. v. Bell Partners, Inc., et al.
c/o Settlement Administrator

XXXX
XX XX XXXX

LEGAL NOTICE

If, between September 21, 2014 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Defendants Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Westbn, d/b/a Cary Reserve at Westbn, and received a Collection Letter or were charged Eviction Fees, a Class Action Settlement affects your rights.

This is a court-approved legal Notice. This is not a solicitation from a lawyer.

www.ncbpstenantaction.com

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«City», «St» «Zip»

EXHIBIT G

DocuSign Envelope ID: 63BC2B20-CEDC-4BDC-AD29-20EC990FD7A4

Who's included? You received this Notice because Defendants Bell Partners, Inc. (LSRE3 Bravo (Raleigh)), LLC, d/b/a The Reserve at Lake Lynn, and Hudson Capital Weston, d/b/a Cay Reserve at Weston ("Defendants") records indicate that you MAY be a member of the **Collection Letter Class** and **Eviction Fee Class**. There are two types of Class Members in this Action: **Collection Letter Class** Members and **Eviction Fee Class** Members. You are a **Collection Letter Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, resided in any of the Defendants' properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.ncbpcseanaction.com. You are an **Eviction Fee Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, (a) resided in any of the Defendants' properties in North Carolina; (b) were charged Eviction Fees by the Defendants or their affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain Monetary and Non-Monetary Relief benefits. Monetary Relief means approximately \$2,000,000.00 in Debt Relief and \$2,750,000 in cash as a Settlement Contribution for payment of all approved Collection Letter Class and Eviction Fee Class claims. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability. Non-Monetary Relief means the availability of the Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal.

What can I get from the Settlement? Cash benefit: If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form online at www.ncbpcseanaction.com by XXXXX. You may also download a Claim Form at www.ncbpcseanaction.com and mail it to the Settlement Administrator as long as it is postmarked by XXXXX. **Collection Letter Class Members** are eligible to receive \$25 for each Collection Letter that they received, with a maximum of \$75. If you make a claim for Collection Letter cash benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received. Each Eviction Fee Class Member will be eligible to receive approx. \$416, subject to pro rata increase or reduction, without the need to file a Claim. If you are a member of the **Eviction Fee Class**, you may also be a member of the **Collection Letter Class** if you meet the requirements of both Classes and may claim Collection Letter benefits, as explained above. You must submit a Claim Form if you want to obtain Collection Letter cash benefits in addition to Eviction Fee benefits for which you are eligible automatically. The Claim Form can be submitted online at www.ncbpcseanaction.com. The Claim Form must be submitted online or postmarked on or before XXXXX. **Debt Relief benefits:** If you are a Settlement Class Member, you may also be automatically eligible to obtain Monetary Relief-Debt Relief benefits, as Defendants agreed to waive all Outstanding Debt as defined in the Settlement Agreement, which is available at the Settlement Website, www.ncbpcseanaction.com. You do not need to submit a Claim Form to obtain Debt Relief benefits. **Non-Monetary Relief benefits:** Each qualified member of the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a **Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal** to obtain a consent motion to remove a judgment for possession obtained by Defendants. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal.

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment you must send a written request to exclude yourself from the Class, postmarked no later than XXXXX. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendants about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.ncbpcseanaction.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on XXXXX at XXXXX. The date and time of the Hearing may change, please check the Settlement website www.ncbpcseanaction.com often for updates.

How can I learn more about this case? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit www.ncbpcseanaction.com. You may also contact the Settlement Administrator by email Info@XXXXX.com, or by phone: 1-XXX-XXXX-XXXX.

DocuSign Envelope ID: 63BC2B20-CEDC-4BDC-AD29-20EC990FD7A4

Milroy, et al. v. Bell Partners, Inc., et al.
clo Settlement Administrator

XXXX
XX, XX XX

LEGAL NOTICE

If, between September 21, 2014 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Defendants Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston, and received a Collection Letter or were charged Eviction Fees, a Class Action Settlement affects your rights.

This is a court-approved legal Notice. This is not a solicitation from a lawyer.

www.ncbpbstenantaction.com

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Notice ID: XXX- «Notice ID» - «MailRec»

Confirmation Code: «Confirmation Code»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

EXHIBIT H

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

Legal Notice

If, between September 21, 2014 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston, and received a Collection Letter or paid Eviction Fees, a Class Action Settlement affects your rights.

You received this Notice because Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston records indicate that you may be a member of the Collection Letter Class.

If you are a member of the Collection Letter Class, you must file a Claim Form online at www.ncbpstenantaction.com by XXXXX to obtain Collection Letter cash benefits. Eviction Fee Class Members are automatically eligible and do NOT need to file a Claim Form to obtain Monetary Relief—Cash benefits.

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

This Notice informs you of a proposed Settlement in a class action lawsuit filed by Randi Milroy and Dan Williams (the "Plaintiffs") against Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston ("Defendants"). Plaintiffs alleged that the Defendants unlawfully charged Eviction Fees when filing summary ejection/eviction actions against its tenants. Plaintiffs also alleged that the Defendants unlawfully threatened to charge Eviction Fees by sending the Collection Letters. The Settlement resolves the lawsuit. The Defendants deny that they did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Classes.

If you are included in the Settlement, you may qualify to receive Monetary and Non-Monetary Relief benefits. The amount of compensation is dependent on whether you are a member of the Collection Letter Class or Eviction Fee Class.

Who's included? There are two types of Class Members in this Action: Collection Letter Class Members and Eviction Fee Class Members. You received this Notice because Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston records indicate that you may be a member of the Collection Letter Class.

You are a **Collection Letter Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, resided in any of the Defendants' properties in North Carolina and were sent a Collection Letter. A selection of Collection Letters can be found at: www.ncbpstenantaction.com.

You are an **Eviction Fee Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, (a) resided in any of the Defendants' properties in North Carolina; (b) were charged Eviction Fees by the Defendants or their affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain Monetary and Non-Monetary Relief benefits. Monetary Relief means approximately \$2,000,000.00 in Debt Relief and \$2,750,000 in cash as a Settlement Contribution for payment of all approved Collection Letter Class and Eviction Fee Class claims. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability. Non-Monetary Relief means the availability of the Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal.

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

- A. **Monetary Relief - Cash benefit:** If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form online at www.ncbpstenantaction.com by XXXXX. You may also download a Claim Form at www.ncbpstenantaction.com and mail it to the Settlement Administrator as long as it is postmarked by XXXXX.

receive \$25 for each Collection Letter that they received, with a maximum of \$75. If you make a claim for Cash benefits available to Collection Letter Class, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received.

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

- B. **Monetary Relief - Debt Relief benefits:** If you are a Settlement Class Member, you may also be automatically eligible to obtain Debt Relief benefits, as Defendants agreed to waive all Outstanding Debt as defined in the Settlement Agreement, which is available at the Settlement Website, www.ncbpstenantaction.com. You do not need to submit a Claim Form to obtain Debt Relief benefits.
- C. **Non-Monetary Relief benefits:** Each qualified member of the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* and *Stipulation of Dismissal* to obtain a consent motion to remove a judgment for possession obtained by Defendants. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal.

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

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than **XXXXXX**. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendants about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.ncbpstenantaction.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on **XXXXX** at **XXXXX.m**. The date and time of the Hearing may change, please check the Settlement website www.ncbpstenantaction.com often for updates.

How can I learn more about this case? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit www.ncbpstenantaction.com. You may also contact the Settlement Administrator as indicated below.

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

EXHIBIT I

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

Legal Notice

If, between September 21, 2014 and June 25, 2018, you resided in any of the properties in North Carolina owned and/or managed by Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston, and received a Collection Letter or were charged Eviction Fees, a Class Action Settlement affects your rights.

You received this Notice because Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston records indicate that you may be a member of the Collection Letter Class and Eviction Fee Class.

If you are a member of the Collection Letter Class, you must file a Claim Form online at www.ncbpstenantaction.com by XXXXX to obtain Collection Letter benefits. Eviction Fee Class Members are automatically eligible and do NOT need to file a Claim Form to obtain Monetary Relief—Cash benefits.

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

This Notice informs you of a proposed Settlement in a class action lawsuit filed by Randi Milroy and Dan Williams (the "Plaintiffs") against Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston ("Defendants"). Plaintiffs alleged that the Defendants unlawfully charged Eviction Fees when filing summary ejectment/eviction actions against their tenants. Plaintiffs also alleged that the Defendants unlawfully threatened to charge Eviction Fees by sending the Collection Letters. The Settlement resolves the lawsuit. The Defendants deny that they did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Classes.

If you are included in the Settlement, you may qualify to receive Monetary and Non-Monetary Relief benefits. The amount of compensation is dependent on whether you are a member of the Collection Letter Class or Eviction Fee Class.

Who's included? There are two types of Class Members in this Action: Collection Letter Class Members and Eviction Fee Class Members. You received this Notice because Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston records indicate that you may be a member of the Collection Letter Class and Eviction Fee Class.

You are a **Collection Letter Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, resided in any of the Defendants' properties in North Carolina and was sent a Collection Letter. A selection of Collection Letters can be found at: www.ncbpstenantaction.com.

You are an **Eviction Fee Class Member** if you are a natural person who, between September 21, 2014 and June 25, 2018, (a) resided in any of the Defendants' properties in North Carolina; (b) were charged Eviction Fees by the Defendants or their affiliates; and (c) actually paid such Eviction Fees. **Eviction Fee Class Members may also be Collection Letter Class Members if they meet the requirements of both Classes.**

What does the Settlement provide? If the Settlement is approved by the Court, Settlement Class Members will receive certain Monetary and Non-Monetary Relief benefits. Monetary Relief means approximately \$2,000,000.00 in Debt Relief and \$2,750,000 in cash as a Settlement Contribution for payment of all approved Collection Letter Class and Eviction Fee Class claims. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted. Awards may be subject to a pro rata reduction based on availability. Non-Monetary Relief means the availability of the Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(6) and Stipulation of Dismissal.

What can I get from the Settlement?

- A. **Monetary Relief - Cash benefit:** If you are a **Collection Letter Class Member**, you must submit a valid and timely Claim Form online at www.ncbpstenantaction.com by XXXXX. You may also download a Claim Form at www.ncbpstenantaction.com and mail it to the Settlement Administrator as long as it is postmarked by XXXXX. **Collection Letter Class Members** are eligible to receive \$25 for each Collection Letter that they received, with a

fits available to the Collection Letter Class, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received.

Eviction Fee Class Members do NOT need to file a Claim to obtain Cash benefits available to the Eviction Fee Class. Each Eviction Fee Class Member will be eligible to receive approximately \$416, subject to pro rata increase or reduction, without the need to file a Claim.

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

- B. **Monetary Relief - Debt Relief benefits:** If you are a Settlement Class Member, you may also be automatically eligible to obtain Debt Relief benefits, as Defendants agreed to waive all Outstanding Debt as defined in the Settlement Agreement, which is available at the Settlement Website, www.ncbpstenantaction.com. You do not need to submit a Claim Form to obtain Debt Relief benefits.
- C. **Non-Monetary Relief benefits:** Each qualified member of the Eviction Fee Class who submits a valid and timely Claim Form is eligible to request a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5)* and *Stipulation of Dismissal* to obtain a consent motion to remove a judgment for possession obtained by Defendants. It is each class members' obligation to file the Consent Motion and Stipulation of Dismissal.

What are your options? If you don't want to receive a payment or other Settlement benefits and don't want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than **XXXXXX**. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue the Defendants about any of the issues related to this case. If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at www.ncbpstenantaction.com, explains how to exclude yourself or object. The Court will hold a Hearing in this case on **XXXXX** at **XXXXX.m**. The date and time of the Hearing may change, please check the Settlement website www.ncbpstenantaction.com often for updates.

How can I learn more about this case? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit www.ncbpstenantaction.com. You may also contact the Settlement Administrator as indicated below.

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

EXHIBIT J

CLAIM FORM INSTRUCTIONS

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

XXXXX

Milroy, et al. v. Bell Partners, Inc., et al.
c/o Settlement Administrator

XXXX
XX, XX XX

Website: www.ncbpstenantaction.com

XX

Instructions for Completing the Claim Form

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

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

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

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

- (1) At any point between September 21, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by the Defendants, **and**
- (2) You received a Collection Letter, which is any letter sent by Defendants between September 21, 2014 and June 25, 2018 that asserts that the individual will either (a) be charged with Eviction Fees upon the filing of a summary ejectment action or (b) that Eviction Fees are owed. Representative letters can be found at: www.ncbpstenantaction.com.

If you are a **Collection Letter Class Member** and submit a valid and timely Claim Form, you will be eligible to receive \$25 for each Collection Letter sent by Defendants, with a maximum of \$75. If you make a claim for benefits, you must swear, under penalty of perjury, to receiving a Collection Letter, and state the month and year of each Collection Letter received. To qualify for the maximum award amount, you must provide specific information and dates about three Collection Letters you received.

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

- (1) At any point between September 21, 2014 and June 25, 2018, resided in any of the properties in North Carolina owned and/or managed by the Defendants, **and**
- (2) You were charged and actually paid Eviction Fees.

Eviction Fee Class Members do NOT need to file a Claim Form to obtain Monetary Relief – Cash benefits for the Eviction Fee Class. They are automatically eligible to receive approximately \$416.00, subject to pro rata increase or reduction if under or over-subscribed.

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

If you submit a valid and timely Claim Form, the amount you actually receive may be significantly reduced depending on how many valid claims are ultimately submitted by other Class Members. The available Monetary Relief—Cash will be distributed on a proportional basis once the Settlement becomes final. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted.

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

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

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

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

Milroy, et al. v. Bell Partners, Inc., et al.
c/o Settlement Administrator

XXXX
XX, XX XX

ALL CLAIMS ARE SUBJECT TO VERIFICATION.

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

CLAIM FORM

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

XXXXX

Milroy, et al. v. Bell Partners, Inc., et al.
c/o Settlement Administrator

XXXXX
XX, XX XX

Website: www.ncbpstenantaction.com

XX

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name

Last Name

Street Address (Mailing Address)

City

State

Zip Code

Email Address

Phone Number

SECTION B: COLLECTION LETTER INFORMATION (applicable only for Collection Letter Class Members)

By submitting this Claim Form, I certify under penalty of perjury that I am a member of the Collection Letter Class and received one or more Collection Letters from the Defendants between September 21, 2014 and June 25, 2018.

A. Please list the total number of Collection Letters received from Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston between September 21, 2014 and June 25, 2018:

B. Please provide the months and years when you received Collection Letters from Bell Partners, Inc., LSREF3 Bravo (Raleigh), LLC, d/b/a/ The Reserve at Lake Lynn; and Hudson Capital Weston, d/b/a Cary Reserve at Weston:

SECTION C: SETTLEMENT COMPENSATION SELECTION

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

Select only one:

☐

Check via mail

☐

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

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

SECTION D: NON-MONETARY RELIEF SELECTION (applicable only for qualified Eviction Fee Class Members):

By selecting this option, you represent that you are an Eviction Fee Class member who resided at one of the properties listed on Appendix A to the Settlement Agreement and are choosing to obtain a *Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) and Stipulation of Dismissal* ("Set Aside and Dismissal"). This non-monetary relief is in addition to other benefits for which you qualify. All Eviction Fee Class members who choose to receive the Non-Monetary Relief will have obligation to fill out and file the Set-Aside and Dismissal.

☐

I would like to receive the Set Aside and Dismissal.

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

☐

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

Name: _____

Date: _____

Signature: _____

EXHIBIT K

STATE OF NORTH CAROLINA
COUNTY OF _____

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

_____,

Plaintiff,

v.

_____,

Defendant.

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

NOW COMES Defendant _____ ("Defendant") with the express consent and permission of Plaintiff, pursuant to a Settlement Agreement entered on _____ in the matter of *Randi Milroy and Dan Williams v. Bell Partner, Inc., et al.*, U.S.D.C. for the Eastern District of North Carolina; Case No. 5:18-cv-516, hereby moving the Court pursuant to Rule 60(b)(5) of the Rules of Civil Procedure for relief from a Judgment for Possession entered against Defendant, dated _____, on the grounds that the Judgment has been satisfied, released or discharged, in that Defendant has surrendered possession of the Unit, and the Plaintiff therefore has no remaining claim for possession of same; as such, it would therefore be inequitable that the Judgment should have prospective application.

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

With Express Consent

By: _____
Defendant

By: _____
Counsel for Plaintiff

Certificate of Service:

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

By: _____
Defendant

STATE OF NORTH CAROLINA
COUNTY OF _____

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

_____,

Plaintiff,

v.

_____,

Defendant.

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

Upon consideration of Defendant _____ ("Defendant") Consent Motion to Set Aside Judgment for Possession Pursuant to Rule 60(b)(5) of the Rules of Civil Procedure, and it being shown that Plaintiff expressly consents to the requested relief and that the Judgment has been released pursuant to a Settlement Agreement entered on _____ in the matter of *Randi Milroy and Dan Williams v. Bell Partner, Inc., et al.*, U.S.D.C. for the Eastern District of North Carolina; Case No. 5:18-cv-516.

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

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

By: _____
Honorable District Court Judge Presiding

Certificate of Service:

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

By: _____
Defendant

STATE OF NORTH CAROLINA
COUNTY OF _____

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

_____,

Plaintiff,

v.

_____,

Defendant.

)
)
)
)
)
)
)
)
)
)

STIPULATION OF DISMISSAL

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

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

With Express Consent

By: _____
Defendant

By: _____
Counsel for Plaintiff

Certificate of Service:

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

By: _____
Defendant

EXHIBIT L

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Action No.: 5:18-cv-516

RANDI MILROY and DAN
WILLIAMS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

BELL PARTNERS INC., LSREF3
BRAVO (RALEIGH), LLC d/b/a THE
RESERVE AT LAKE LYNN, DPR
WESTOVER, LLC d/b/a CARY
RESERVE AT WESTON, and
HUDSON CAPITAL WESTON, LLC
d/b/a CARY RESERVE AT WESTON,

Defendants.

**DECLARATION OF
JOHN E. TOMLINSON**

I, John E. Tomlinson, pursuant to 28 U.S.C. § 1746, declare the following to be true and correct to the best of my knowledge and, if asked to do so, I could and would competently testify as to these facts:

1. I am over the age of 18 years and am under no disability that would prevent me from testifying competently to the matters set forth herein. I have personal knowledge of the matters set forth herein.

2. I am Chief Financial Officer for Bell Partners Inc. ("Bell Partners"). Bell Partners invests in and manages multi-family residential properties. I am familiar with the operations of the multi-family residential properties managed by

Bell Partners located in North Carolina, including those that were managed by Bell Partners between September 21, 2014 and June 25, 2018 (the “Relevant Time Period”). In my position, I have access to, and knowledge of, the business records relevant to the matters stated in this Declaration.

3. Pursuant to the parties’ settlement of Civil Action Number 5:18-cv-516 (USDC-EDNC), complete and accurate lists of all potential members of the Collection Letter Class and of all members of the Eviction Fee Class (collectively the “Settlement Class Members”), as defined in the Settlement Agreement, have been compiled based on the business records of Bell Partners.

Collection Letter Class

4. At Bell Partners’ direction, the electronic ledgers for properties managed by it in North Carolina were analyzed for any resident who was charged a late fee at least once during the Relevant Time Period and therefore was potentially sent at least one Collection Letter as defined in the Settlement Agreement.

5. From this analysis, we determined that Bell Partners potentially sent Collection Letters to approximately 23,822 resident units during the Relevant Time Period. The heads of household in these units are the potential members of the Collection Letter Class.

6. This list likely is over-inclusive because, among other reasons, some residents assessed a late fee may have paid in full before receiving a Collection

Letter. However, for purposes of the settlement, we assumed every unit that was charged a late fee also may have received a Collection Letter.

Eviction Fee Class

7. At Bell Partners direction, the electronic ledgers for properties managed by it in North Carolina were analyzed for any resident unit that was charged and paid Eviction Fees (as defined in the Settlement Agreement) during the Relevant Time Period.

8. Per this analysis, 2,877 resident units paid the owners of the properties managed by Bell Partners Eviction Fees related to the Relevant Time Period. The heads of household in these units are the members of the Eviction Fee Class.

Debt Relief

9. Using information obtained from the third-party debt collection agency used by Bell Partners, we analyzed the amount of debt incurred by Settlement Class Members who were charged and/or paid Eviction Fees during the Relevant Time Period, and resided in one of the properties listed on Appendix A to the Settlement Agreement (the "Outstanding Debt").

10. As of August 2020, the amount of the Outstanding Debt reported by the third-party debt collection agency was in excess of \$2,000,000.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

This the 7th day of January, 2021.



John E. Tomlinson

APPENDIX A

Appendix A

Property
Deep River Pointe
Hudson Cary Reserve
Park Forest
Steeplechase
Bramblewood
Brynn Marr
Cape Harbor
Clear Run
Colony Village
Copper Mill
Crosswinds
Forest Hills
Harris Pond
Liberty Crossing
Mallard Creek
Meadows at Kildaire
Mill Creek
Northlake
Oaks at Weston
Providence Court
Quail Hollow
Reserve at Lake Lynn
Sharon Crossing
Spring Forest
The Creek
The Crest
Walnut Creek
Woodland Court
Bell Apex
Bell Preston
Bell Preston Reserve
Bell Biltmore Park
Bell Bridford
Bell Falls River
The Meadows
Bell Morrison
Bell Preston View
Bell Ballantyne
Bell Wakefield
Bell West End
Bell Meadowmont