

Notice of Class Action Settlement

If you live or have lived at a property managed by Mitchell L Morgan Management Inc and signed a lease with a fixed \$400 attorney’s fee, a class action settlement may affect you.

*A New Jersey State Court authorized sending this Notice.
It is not a solicitation from a lawyer.*

This Notice is to inform you of a proposed settlement of a class action lawsuit pending against Defendants.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	This is the only way to receive a Benefit. <u>The Claim Form must be postmarked by August 2, 2019, or submitted online by August 2, 2019 at 11:59 p.m. ET.</u>
OPT-OUT	Receive no Benefit. If you ask to Opt-Out, you will not receive any Benefit from this Settlement. By excluding yourself, you can bring a separate action against Defendant at your own expense for the same legal Claims in this lawsuit if your Claims are still timely. The deadline to Opt-Out is July 15, 2019
FILE AN OBJECTION	Notify the Court if you have any objections to the Settlement. The deadline to file an Objection with the Court is July 15, 2019.
DO NOTHING	You will not receive a cash Benefit. You will release your Claims relating to the lawsuit against Defendants and you will not be able to sue Defendants for any Claim relating to the lawsuit.

These rights and options – and the deadlines to follow – are explained in this Notice.

BASIC INFORMATION

1. Why did I receive this Notice?

A class action, known as Green, et al. v. Mitchell L. Morgan Management, Inc., et al., No. CAM-L-4158-10, is pending in Superior Court of New Jersey, Law Division, Camden County.

The lawsuit claims that Defendants overcharged Class Members and violated the New Jersey Consumer Fraud Act (“NJCFRA”) because the \$400 attorney’s fee fixed in the leases at issue was unlawful. Plaintiffs say the fee had no relationship to actual fees that would have been involved in an eviction action or cover fees incurred by in-house counsel representing Defendants in those proceedings.

Records show that you currently reside or may previously have resided at one of the properties listed on the attached Appendix A, and that an eviction action may have been filed against you in connection with which you were charged an attorney’s fee.

A proposed settlement has been reached that may affect your legal rights. The Honorable Steven J. Polansky, presiding, who is overseeing this class action and Settlement, ordered that you be sent this Notice.

2. How do the Defendants respond?

Defendants have denied that the \$400 attorney’s fee provision in the leases at issue violates the NJCFRA or any other statute or law, and Defendants maintain that all fees charged under the leases at issue were reasonable. Defendants also maintain claims relating to past due rent and other amounts owed by the Plaintiffs and the Class Members.

3. What does the Settlement provide?

The Settlement establishes a \$1.5 million Settlement Amount to be paid by Defendants for the benefit of the Settlement Class. Under the Settlement Agreement, Class Counsel will seek a compensation award of up to a maximum of \$500,000 for attorney’s fees and litigation expenses, which payment will reduce the amount available to pay each Settlement Class Member. The remainder of the Fund will be allocated to the Settlement Class Members. All costs associated with Administration and Notice will be paid directly by the Defendants and will not be paid from the Settlement Amount.

If you are a valid Settlement Class Member and you submit an Approved Claim (one deemed by the Settlement Administrator to be on time, accurate and complete) you will be eligible to receive a portion of the Settlement Amount.

The specific amount that you are entitled to receive will depend upon a formula that takes into account the number and amount of attorney’s fees charged to you compared to an agreed upon reasonable fee, any credits given to you by Defendants, and any amounts that you owed to Defendants that were either written off or are still outstanding.

Once all Approved Claims are paid, any unclaimed portion of the Settlement Amount will be returned to the Defendants.

4. Why is this lawsuit being settled?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement that they believe to be fair, reasonable, and an adequate compromise of their respective positions. The Parties reached this agreement only after long negotiations, many exchanges of information, and independent consideration of the risks and benefits of settlement through the assistance of an experienced Mediator.

Class Counsel have considered the substantial benefits from the Settlement that will be given to the Participating Class Members and balanced these benefits with the risk that a trial could end in a verdict for Defendants. They also considered the value of the immediate benefit to Participating Class Members versus the costs and delay of litigation through trial and appeals and the risk that the Class would be de-certified. Even if Plaintiffs were successful in these efforts, Participating Class Members would not receive any benefits for a substantial period of time.

5. Has the Court decided who is right?

No. The Court has not ruled in either party's favor and, now that the Parties have proposed a Settlement, the Court is instead analyzing whether a fair, reasonable, and adequate compromise is proposed.

The Court has ordered that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to opt out, object, or file a Claim.

6. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send notice to you about the Settlement. In the present case, the Court has appointed Heffler Claims Group, LLC ("Heffler") to act as the Settlement Administrator. You may contact Heffler about this case at the following address

Green v Mitchell L. Morgan Management Inc. Settlement
c/o Settlement Administrator
PO Box 58669
Philadelphia, PA 19102-8669

YOUR RIGHTS AND OPTIONS

7. Am I part of this Settlement Class?

In preliminarily approving the Settlement, the Court defined the Settlement Class to include all tenants at any of the properties listed on the attached Appendix A who were charged a legal fee for an eviction from September 28, 2007 until the earlier of (a) the date on which Mitchell L. Morgan Management, Inc. stopped managing those properties or (b) August 2, 2016.

The Settlement Class excludes those tenants who were evicted or vacated or left their apartments owing a sum exceeding the legal fees charged (net of credits applied against the legal fees charged). Also excluded from the class are (a) Persons who validly and timely exclude themselves from the Settlement; (b) any Judge, Magistrate Judge, or mediator presiding over this action and members of their families; (c) the Defendants,

Defendants' parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers or directors; and (d) the legal representatives, successors or assigns of any such excluded persons.

Records indicate that you may be a Settlement Class Member. If you have filed or want to file your own lawsuit and not be part of this case, read Section 9 below.

8. How do I file a Claim?

If the Court grants its approval of the Settlement, to claim relief under the Settlement, you **must** submit the Claim Form that is enclosed with this Notice (also available at www.GreenClassSettlement.com). The Claim Form must be signed and made under penalty of perjury to be valid. You can also submit your Claim Form online www.GreenClassSettlement.com. You must submit your Claim so that it is postmarked by August 2, 2019, or file a Claim online by August 2, 2019 at 11:59 p.m. ET. If you do not timely submit a Claim Form, you will forgo your right to receive any payment, under the Settlement.

Please read the Claim Form carefully, follow all of the instructions and provide all the information required. If you have questions about how to file your Claim that cannot be answered by this Notice or by reviewing the information at the Settlement Website, you may contact the Settlement Administrator using the Contact page of the website, or write to Green v. Mitchell L Morgan Management Inc. Settlement c/o Settlement Administrator, PO Box 58669, Philadelphia, PA 19102-8669.

Payments to Settlement Class Members who file eligible Claims will be made only after the Court grants "final approval" of the Settlement and after any appeals are resolved (*see* Section 16, below). If there are appeals, resolving them can take time. Please be patient.

9. How will the Settlement affect my rights?

If the Settlement is approved, and you do not request exclusion as discussed in Section 10, you will release your Claims as set out in Section 16 regardless of whether you submit a Claim or not.

10. How do I request to be excluded from the Settlement?

If you wish to be excluded from the Settlement, you must write the Settlement Administrator at the address specified above and request to be excluded. Your request to be excluded from the Settlement must include: (1) your full name, current address and telephone number; (2) the property or properties listed on Appendix A to this Notice at which you currently reside or previously resided; (3) a clear and unambiguous statement indicating you have read the Settlement Agreement and are electing to be excluded from the Settlement; and (4) a dated signature. **To be effective, your request must be postmarked no later than July 15, 2019.**

If you do not complete and timely mail a valid request to be excluded from the Settlement, you will be bound by all terms and conditions of the Settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will not receive any of the benefits of the Settlement, but you will retain the right to sue Defendants about the legal claims raised in this lawsuit.

11. May I object to the Settlement

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object in writing.

If you timely object in writing, you may appear at the Final Approval Hearing (described in Section 17), either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. Your written objection must:

(a) include your full name, current address, and telephone number; (b) the property or properties listed on Appendix A to this Notice at which you currently reside or previously resided; (c) state that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member, and has not opted out of the Settlement Class; (d) include a complete statement of all legal and factual bases for any Objection that the objector wishes to assert; (e) provide copies of any documents that the objector wishes to submit relating to his/her position; and (f) a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court, whether state or federal, in the United States within the previous five (5) years. Copies of all Objection documents must also be mailed to Class Counsel and Defense Counsel.

To be effective, your objection must be postmarked by July 15, 2019. Do not telephone the Court or Defendants' counsel. Objections must be sent to:

Clerk of Court, Law Division, Civil Part
Superior Court of New Jersey
Camden County Hall of Justice, 101 S. 5th St, Ste 150
Camden, NJ 08103

Class Counsel: Lewis G. Adler, Attorney at law, 26 Newton Ave,
Woodbury, NJ, 08096

Attorneys for Defendant East Coast The Willows, LLC: Jonathan L. Epstein, Esq., Drinker Biddle & Reath, LLP, PO Box 627, Princeton, NJ, 08542-0627.

Daniel S. Bernheim, Esq, Wilentz Goldman & Spitzer, 2 Penn Center Plaza,
Suite 910, Philadelphia, PA, 19102

Attorneys for Defendant Mitchell L. Morgan Management: Daniel S. Bernheim, Esq, Wilentz Goldman & Spitzer, 2 Penn Center Plaza, Suite 910, Philadelphia, PA, 19102.

Attorneys for Defendant Mitchell L. Morgan Management: Daniel S. Bernheim, Esq, Wilentz Goldman & Spitzer, 2 Penn Center Plaza, Suite 910, Philadelphia, PA, 19102.

If your objection is overruled, you will be bound by the terms of the Settlement. You will not be able to exclude yourself from the Settlement thereafter.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has determined that Lewis Adler and Paul DePetris are qualified to represent you and the other members of the class. These lawyers are called “Class Counsel.” Their contact information is at the end of this Notice.

13. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you will be responsible for paying for that lawyer.

14. How will Class Counsel be paid?

Assuming the Court approves their fee application, Class Counsel will receive a portion of the Settlement Amount as compensation for their fees and expenses. You do not have to pay Class Counsel’s any additional fees and costs. Under the Settlement Agreement, Class Counsel will seek an award of up to a maximum of \$500,000 for attorney’s fees and litigation expenses, which payment will reduce the amount available to pay each Settlement Class Member. Class Counsel investigated, researched and pursued this litigation on a contingent-fee basis, investing hundreds of hours and incurring thousands of dollars in out-of-pocket expenses without any assurance of payment. Their only source of compensation for this Class Action settlement will be the Court-approved fee and expense award. Class Counsel have not received any payment for their time and expenses to date. The Motion for attorney’s fees and costs will be posted on the website after they are filed.

15. Will I have to pay taxes on my award?

You should consult a tax professional for more information about your own specific situation.

RELEASE OF CLAIMS

16. What claims are being released as part of the Settlement?

The Defendants will receive a release for any claims relating to attorney’s fees charged to tenants at any of the properties from 2007 until August 2016. The release of claims against the Defendants and related “Released Parties” is described in detail in the Settlement Agreement Section 1.21 (available at www.GreenClassSettlement.com).

FINAL SETTLEMENT APPROVAL HEARING

17. When will the Court consider whether to finally approve the Settlement?

The Court will hold a hearing in Judge Steven J. Polansky’s Courtroom at the Superior Court of New Jersey, Camden County, located at 101 South 5th Street, Camden, New Jersey 08103, on August 16, 2019 at 1:30 pm, to decide whether to finally approve the Settlement. At that time, the Court will also decide whether to approve Class Counsel’s

request for attorney's fees and costs. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take. The "Effective Date" of the Settlement is when the Final Judgment entered pursuant to the Settlement Agreement becomes final, which is the date on which all appellate rights have expired without the filing of an appeal, or when they have been exhausted in a manner that conclusively affirms the Final Judgment.

It is not necessary for you to appear at this hearing. If you have timely submitted an objection to the Settlement and a notice of intent to appear, you may appear at the hearing to argue your objection to the Court. Any attorney who will represent you must file a notice of appearance with the Court and serve the objection and notice of appearance on Class Counsel and counsel for Defendants, on or before July 15, 2019. You will be solely responsible for the fees and costs of your own attorney.

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

18. What if the proposed Settlement is not approved?

If the Proposed Settlement is not granted final approval, the putative Settlement Class that has been preliminarily certified will be decertified, the class action will proceed without further notice, and none of the agreements set forth in this Notice will be valid or enforceable.

FURTHER INFORMATION

19. How do I get more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, please consult the Settlement Agreement. You can access the Settlement Agreement and other documents in the case on the website established for this Settlement at www.GreenClassSettlement.com.

You can also view the entire case file by visiting the clerk of the court located at 101 South 5th Street, Camden, New Jersey 08103, or by contacting Class Counsel at the addresses provided below:

Lewis G. Adler,
Attorney at law,
26 Newton Ave,
Woodbury, NJ, 08096

PLEASE DO NOT TELEPHONE OR WRITE THE COURT, THE OFFICE OF THE CLERK, OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

APPENDIX A

PROPERTY NAME	DATE ON WHICH MITCHELL L. MORGAN MANAGEMENT, INC. STOPPED MANAGING PROPERTY
Highland Gardens	3/21/2013
Woodbury Arms	5/16/2013
Fox Ridge Apartments	5/16/2013
Chateau Ridge Apartments	5/16/2013
Sussex House	5/16/2013
Pheasant Hollow Apartments	3/21/2013
Woodlane Crossing Apartments	5/16/2013
Greylock Apartments	3/21/2013
Lincoln Apartments	3/21/2013
Joralemon Apartments	2/1/2013
Ambassador Apartments	3/21/2013
Karl Place Apartments	3/21/2013
Jumping Brook Apartments	3/21/2013
Quail Ridge Apartments	3/21/2013
Long Brook Apartments	3/21/2013
Marine Gardens	3/21/2013
Constantine Village	3/21/2013
Oakwood Village	2/1/2013
Stephens Street Apartments	3/21/2013
Leonardine Gardens	3/21/2013
Maplewood Apartments	2/1/2013
The Willows	5/6/2013
Colonial Apartments	Not Applicable
Westwood Gardens	Not Applicable
Harper House	Not Applicable
Pines at Arborwood	2/9/2016
Towers of Windsor Park	Not Applicable
Woodview at Marlton	Not Applicable
Lumberton Apartments	Not Applicable
Nieuw Amsterdam Apartments	Not Applicable
Rolling Gardens	Not Applicable
Horizons at Franklin Lakes	Not Applicable
Elmwood Village	Not Applicable
Saint Luke's Place	Not Applicable
Cranbury Crossing	Not Applicable
Hillside Gardens	Not Applicable
Berkeley Arms Apartment	Not Applicable
Westminster Towers	Not Applicable
Post & Coach	Not Applicable
Lakeview Terrace Apartments	Not Applicable
EatonCrest Apartments	Not Applicable

Vineland Village Apartment	Not Applicable
Monmouth Beach Village	Not Applicable
Glen Ellen	Not Applicable
Edgewater Gardens	Not Applicable
Burnt Mill Apartments	Not Applicable
Hyde Park Apartments	Not Applicable
Seagrass Cove Apartments	Not Applicable
Holiday On The Bay	Not Applicable
Mt. Arlington Apartments	Not Applicable
Sherwood Village	Not Applicable
Eastampton Apartments	Not Applicable
The Mews at Annandale	Not Applicable
Fairways Apartments	Not Applicable
The Landings Apartments	Not Applicable
Lexington House Apartments	Not Applicable
Moorestowne Woods Apartments	Not Applicable
Roberts Mill Apartment	Not Applicable
Tory Estates	Not Applicable
Cranford Crossing	Not Applicable
Highland House	Not Applicable
Market Street Apartments	Not Applicable
Short Hills	Not Applicable
South Street Apartments	Not Applicable
Village Green Apartments	Not Applicable
Riverside Towers	Not Applicable
Westview	Not Applicable
Tanglewood Terrace	Not Applicable
General Green Village	Not Applicable
Ocean Terrace	Not Applicable
Duncan Hill	Not Applicable
Warwick Terrace	Not Applicable