

Marie Brown v. Alliance Residential Company, LLC
Case No. 19STCV18979

If you paid a holding fee to Alliance Residential Company, LLC in connection with an application to rent an apartment, did not rent the apartment, but did not receive a refund of your holding fee, a class action settlement may affect your rights.

A CALIFORNIA COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of the State of California in the County of Los Angeles (“Action”). If the Court gives final approval to the Settlement, Alliance Residential Company, LLC (“Defendant”) will provide, for each Settlement Class Member a Settlement Benefit of approximately \$203.35.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
DO NOTHING	If you received direct notice of this settlement via postcard or email, you do not need to do anything to receive a settlement benefit, but you will also give up your right to be part of any other lawsuit about the legal claims in this case.	N/A
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a benefit under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against the Defendant regarding the allegations in the Action ever again.	Deadline: October 17, 2022
OBJECT	You may send a written objection explaining why you object to (i.e., don’t like) the Settlement and think it shouldn’t be approved. Sending an objection does not exclude you from the Settlement.	Deadline: October 17, 2022
GO TO THE “FAIRNESS HEARING”	The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Representative Plaintiffs’ request for a service award for bringing the Action.	Hearing Date and Time: November 17, 2022

These rights and options—**and the deadlines to exercise them**—are explained in more detail below.

The Court in charge of this Action has preliminarily approved the Settlement and shall decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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BACKGROUND INFORMATION

1. *Why did I get a notice?*

You received a notice because a Settlement has been reached in this Action. According to Defendant's records you are a member of the Settlement Class and eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), visit the Settlement Website at <http://www.phoenixclassaction.com/brown-v-alliance-residential/>.

2. *What is this lawsuit about?*

Plaintiff Shelley Marie Brown ("Representative Plaintiff") filed a lawsuit against Defendant on behalf of herself and all others similarly situated. The lawsuit alleges Defendant failed to refund holding fees to applicants who did not rent an apartment from Defendant in violation of California law.

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiffs' claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 18 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Representative Plaintiffs" sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiff has made claims against Defendant. Defendant denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or Defendant should win this Action. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

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

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All prospective residential tenants of Defendant in the State of California who paid Defendant a "holding fee," who did not rent an apartment from Defendant and who did not receive a refund of such holding fee at any time from May 30, 2015 through May 30, 2021.

If you received notice of this Settlement via a postcard in the mail or via email, the Defendant's records show that you are a member of the Class.

6. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can call Class Counsel for help. The contact information for Class Counsel is: Prescott W. Littlefield, Esq., (213) 473-1900.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

Under the Agreement, Defendant has agreed to establish a Maximum Settlement Fund of \$110,950. The Maximum Settlement Fund will be used to provide Class Members with a one-time payment of approximately \$203.35. This amount is calculated by taking the Maximum Settlement Fund and subtracting anticipated Class Counsel's attorneys' fees (estimated at \$35,816.67), actual litigation costs, not to exceed \$12,500, administration expenses of \$7,000, and Class Representative Enhancement award of \$5,000. The remaining amount, approximately \$50,633.33 is to be divided by the total number of Class Members, approximately 248, for an average settlement amount of \$203.35. If you do not opt-out of this settlement, you will automatically receive your share of the settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

8. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Kearney Littlefield, LLP and The Law Offices of Kenneth M. Lipton ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. *How will the lawyers be paid?*

Class Counsel will seek for the Court to award of up to \$35,816.67 in attorney's fees and no more than \$12,500.00 in costs. You will not be required to pay any attorneys' fees or costs. Please see Section XIV of the Settlement Agreement, available at <http://www.phoenixclassaction.com/brown-v-alliance-residential/>, for additional details.

10. *Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?*

Representative Plaintiff will request a service award of up to \$5,000 for her services as class representative and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representatives.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

11. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing any claims you might have against Defendant. Specifically, you will be bound by the release and waiver in Section XI of the Settlement Agreement and will release, and be precluded from instituting a new action against Defendant relating to, the following Released Claims: all claims, demands, actions, obligations, rights, liabilities and/or causes of action of whatever kind or nature, in law or in equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including but not limited to damages, costs, expenses, penalties, injunctive relief, restitution, punitive damages, expert fees, and attorneys' fees arising from and/or related to the facts alleged or could have been alleged against Released Parties in the Complaint, including Defendant's retention of a "holding fee" received from applicants that were asserted in the Action, or that are based on the facts alleged in the Action with respect to the "holding fee" claims by the Releasing Parties against the Released Parties from May 30, 2015 to May 30, 2021.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating which includes: (a) your name, address, and telephone number; (b) reference *Marie Brown v. Alliance Residential Company, LLC*, Case No. 19STCV18979 and (c) clearly state that you desire to be excluded from the Class, not participate in the Agreement and not receive any Agreement benefits. The letter or postcard must be postmarked no later than October 17, 2022 and sent to the Claims Administrator at:

Brown v. Alliance Residential Company, LLC.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive any benefit under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Defendant based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

13. How do I tell the Court that I disagree with the Settlement?

At the date, time, and location stated in Section 15 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service awards to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you may provide a written objection to the Settlement Administrator, at the addresses set forth below, no later than (*i.e.*, postmarked by) October 17, 2022.

Brown v. Alliance Residential Company, LLC.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

Any written objections should contain: (a) the full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (d) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (e) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; (f) the individual Class Member's written signature, with date; and (g) reference *Marie Brown v. Alliance Residential Company, LLC*, Case No. 19STCV18979 on the envelope and written objection.

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense.

14. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

15. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service award to the Representative Plaintiff. You may attend, but you do not have to.

16. *When and where is the Fairness Hearing?*

On November 17, 2022 at 9:00 a.m., a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable David S. Cunningham in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. The hearing may be postponed to a different date or time or location without notice. Please check <http://www.phoenixclassaction.com/brown-v-alliance-residential/> for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

17. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

18. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: <http://www.phoenixclassaction.com/brown-v-alliance-residential/>. Alternatively, you may contact the Settlement Administrator at the email address notice@phoenixclassaction.com or the U.S. postal (mailing) address: PO Box 7208, Orange, CA 92863.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit the Clerk's office at 1945 S Hill St, Los Angeles, CA 90007. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

19. *What if my address or other information has changed or changes after I submit a Claim, Written Objection to the Settlement or Request to be excluded from the Class?*

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

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c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863