

IN THE 55th JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TEXAS

Cause No. 2018-02263; *Keith Jerome, et al. v. Elan 99, LLC* (the “Lawsuit”)

A class action settlement involving rent late fees assessed to residential tenants at the Elan 99 West apartment community in Harris County, Texas may provide settlement payments to those who qualify.

- There is a pending class action settlement in a Lawsuit about whether Elan 99, LLC (“Defendant”) properly assessed its residential lease tenants rent late fees at the Elan 99 West apartment community during the period from November 1, 2016 and continuing to January 8, 2018.
- You may be eligible for a settlement payment if you qualify.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
ASK TO BE EXCLUDED	Get no settlement payment. This is the only option that allows you to not settle any individual claims you may have against Defendant for the claims and matters being resolved by this proposed Settlement.
OBJECT	Write to the Court about why you do not agree with the proposed Settlement.
DO NOTHING	Get a settlement payment if you qualify and if the Court approves the Settlement. Give up your right to individually bring claims against Defendant regarding the claims and matters resolved by this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, money in the form of checks will be distributed to those who qualify. Please be patient.

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BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice to let you know about a proposed settlement of this class action lawsuit, including the right to receive a settlement payment if you qualify or other options you may have before the Court decides whether to give final approval to the Settlement. If the Court approves the parties' Settlement, and after any appeals are resolved, settlement payments will be made to those who qualify. This Notice explains the Lawsuit, the proposed Settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

2. What is this Lawsuit about?

The Lawsuit alleges that from November 1, 2016 and continuing to January 8, 2018 ("Class Period") Defendant violated Section 92.019 of the Texas Property Code by assessing and collecting from residential tenants rent late fees at the Elan 99 West apartment community in Harris County, Texas which were in excess of the statutorily allowed rate. Defendant maintains that it properly assessed and collected the fees and has denied all claims and allegations that it acted wrongfully or unlawfully.

3. Why is this a class action?

In a class action, one or more people called a "Class Representative" (in this case the Plaintiffs, Keith Jerome and Akira Jerome) file a lawsuit on behalf of other individuals who are believed to have similar claims. All these people are a "Class" and each individual in the class is a "Class Member." One court resolves the case for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a settlement?

The Class Representatives, Defendant and other affiliated entities, as set forth in the Class Action Settlement Agreement ("Settlement Agreement") have agreed to settle this case. The Court did not decide in favor of the Plaintiffs or Defendant and has not found that Defendant did anything wrong. Instead, both sides agreed to settle the Lawsuit. That way, the parties avoid the cost and expense of further litigation, a trial and potentially an appeal, and the people who qualify for a settlement payment will get some compensation. The Class Representatives and their attorneys think the proposed Settlement is fair and is in the best interest of all Class Members. The proposed Settlement does not mean that Defendant did anything wrong; no trial has occurred, and Defendant has not been found to have done anything wrong.

WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits from this Settlement, you first have to determine if you are a Class Member.

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

The Class consists of all persons, who, during the Class Period, (i) were residential tenants of Elan 99 West apartments under written leases where Defendant served as an owner or landlord, (ii) were assessed or paid late fees on past due rent, and (iii) did not execute a renewal lease on or after January 8, 2018 (approximately 117 Households).

Certain exceptions apply as to who is a Class Member, as described below.

6. Are there exceptions to being included?

Excluded from the Class are: (a) the judge(s) assigned to this case and his or her staff; (b) governmental entities; (c) Defendant and its affiliates; (d) persons adjudged to be bankrupt; and (e) persons who have previously released Defendant of the claims raised by the Lawsuit.

7. Understanding Class Membership

This series of questions may help you determine if you are a Class Member. Please answer all of the questions in the order presented below.

Question	Yes, or Don't Know	No
Are you a current or former residential tenant at Elan 99 West apartments in Texas who lived there under a lease agreement any month during November 1, 2016 and continuing to January 8, 2018?	Continue	You are not a Class Member.
Were you a named party to the residential lease?	Continue	You are not a Class Member.
Did you sign a renewal lease on or after January 8, 2018?	You are not a Class Member.	Continue.
Did you ever provide an executed release for claims asserted in this Lawsuit?	You are not a Class Member.	You could be a Class Member
Have you been adjudged bankrupt since the time you moved into the Elan 99 West apartments?	You are not a Class Member.	You could be a Class Member

8. I'm still not sure if I'm included in the Class.

If you are not sure whether you are included in the Class, you may call 713-651-1771 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What does the Settlement provide?

Defendant has agreed to pay (i) \$75,000 (the "Settlement Payment") to provide for payments to the Participating Class Members (those Class Members who do not exclude themselves from the Class) and costs of administration in excess of \$5,000; (ii) \$5,000 in direct payment for costs of administration; (iii) \$67,500 in Class Counsel Attorneys' fees and litigation costs (see Question 18); (iv) \$2,500 as an enhancement award to the Class Representatives (see Question 18); and (v) \$2,500 as a contribution to the Salvation Army (which, as part of its mission, assists veterans with housing costs).

10. How much will settlement payments be?

Each Household that has at least one Participating Class Member will receive a portion of the Settlement Payments in proportion to the amount of the allegedly excessive rent fees they were assessed and paid by that Household. The formula to be used for determining the payment is contained in the Settlement Agreement, which is available

on the website. If the Household has more than one Participating Class Member, the disbursement will be mailed to the first-listed tenant on the lease.

No Participating Class Member will need to submit a claim form to receive payment. Participating Class Members forfeit any Settlement check not cashed by 120 calendar days from the issuance date printed on such Settlement check.

If the proposed Settlement is approved by the Court, the Settlement Payments will be mailed by the Third Party Administrator no more than 30 days following the Effective Date of the Settlement.

HOW TO GET A SETTLEMENT PAYMENT

11. How can I get a settlement payment?

You do not have to take any action to get a settlement payment. If the proposed Settlement is approved by the Court, payments will be mailed no more than 30 days following the Effective Date of the Settlement.

12. When will I get my Settlement Payment?

Settlement payments will be mailed no more than 30 days following the Effective Date of the Settlement. If the Court approves the proposed Settlement after a hearing on **April 5, 2019**, (see the section “The Court’s Settlement Final Approval Hearing” below), there may be appeals. It is always uncertain when and how these appeals will be resolved and resolving them can take time. Please be patient.

13. What am I giving up to get a settlement payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot individually bring claims against Defendant over the claims and/or potential claims settled in this case. It also means that all of the Court’s orders will apply to you and legally bind you. If you stay in the Class, you are agreeing to “release and discharge” the Released Parties as described in Section 2.15 of the Settlement Agreement. You can view or print a copy of the Settlement Agreement, which provides more information, on the class settlement website at www.Elan99Settlement.com. The Settlement Agreement specifically describes the released claims in necessarily accurate legal language. Talk to Class Counsel (see Questions 17 and 18 in the section “The Lawyers Representing You”) or your own lawyer if you have questions about the released claims or what is being released by this proposed Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to individually bring claims against Defendant over the claims and/or potential claims settled in this case, which means you will not receive a payment from the Settlement Fund, then you must take steps to exclude yourself from this Settlement. This is sometimes referred to as “opting out” of the settlement class.

14. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must send a written letter by mail saying that you want to be excluded from the class in the *Keith Jerome et al. v. Elan 99, LLC* case. You must include in the letter your full name, mailing address, and your signature. You must also include a clear statement that you wish to be excluded from the Settlement class. You must mail your request for exclusion postmarked by **March 22, 2019** to the address below. You cannot exclude yourself on the phone or by email.

Keith Jerome et al. v. Elan 99, LLC
c/o JND Legal Administration
PO Box 91343
Seattle, WA 98111

For Class Members in a Household with more than one current or former tenant named as a party to the lease, each and all Class Members in the Household who are named as a party to the lease must exclude themselves from the Settlement in writing, as set forth in this section, in order for the exclusion request to be valid; otherwise each and all Class Members in the Household shall be bound by the Settlement and will receive a proportionate payment from the Settlement Fund

15. If I don't exclude myself, can I bring claims against Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to individually bring claims against Defendant for the claims and/or potential claims that this settlement resolves. The Settlement Agreement posted on the website describes in more detail the claims and/or potential claims that this Settlement resolves. You must exclude yourself from this Class to sue Defendant on your own over the claims and/or potential claims resolved by this settlement. Remember, the exclusion deadline is **March 22, 2019**.

16. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not get a payment from this Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court appointed the law firms of Britton D. Monts, The Monts Firm (Austin, Texas), R. Martin Weber, Jr. and Richard E. Norman, Crowley Norman, LLP (Houston, Texas), and Jason W. Snell, The Snell Law Firm PLLC (Austin, Texas) to represent you and other Class Members as "Class Counsel." You do not have to individually pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

18. How will the Class Counsel be paid

Class Counsel will ask the Court for an amount to cover attorneys' fees and reimbursement of their expenses. Class Counsel may ask for up to \$67,500 for fees and expenses. Class Counsel will also ask that the Class Representatives receive up to \$2,500 for representing the Class, and that Defendant make a donation to The Salvation Army in the amount of \$2,500. Defendant has agreed to not oppose a request for fees, expenses and enhancement awards in or up to those amounts. The Court may award less than the amount requested. No later than **March 8, 2019**, Class Counsel will file a motion for approval of their application for attorneys' fees and expenses and the enhancement award for the Class Representative. The motion will be available on the website.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the Settlement or some part of it.

19. How do I tell the Court if I don't agree with the Settlement?

If you do not want the Court to approve the Settlement, you must file a written objection in the case with the Harris County District Clerk and send a copy to Counsel as noted below. You must include the name of the case (Cause No. 2018-02263; *Keith Jerome et al. v. Elan 99, LLC*; In the 55th Judicial District Court of Harris County, Texas),

Questions? www.Elan99Settlement.com

your name, mailing address, telephone number, and, if represented by counsel, counsel’s contact information, your signature, the specific reasons why you object to the Settlement, proof that you are a Class Member, and a statement as to whether you intend to appear at the settlement Final Approval Hearing (sometimes referred to as the “Fairness Hearing”) in person or through counsel. You or your lawyer may appear at the Final Approval Hearing if you have filed a written objection as provided above. (See the section on the “Court’s Final Approval Hearing,” below). If you have a lawyer file an objection for you, he or she must follow all applicable Texas rules of civil procedure and must list the attorney’s name, address, bar number and telephone number in the written objection filed with the Court. If a Class Member files an objection to the Settlement Agreement, Class Counsel and/or Defense Counsel may depose the objector consistent with the Texas Rules of Civil Procedure at an agreed upon location and seek to have the objector produce documentary evidence or other tangible things relevant to the objection. An objector’s failure to make himself available for deposition or to comply with expedited discovery requests may result in the Court striking the objector’s objection and otherwise affect that person’s substantive rights. The Court reserves the right to tax the costs of such discovery to the objector or the objector’s counsel should it be determined the objection was frivolous or was made for an improper purpose.

File the objection with the Clerk of the Court at the address below by March 22, 2019 . Note: You may send it by mail, but it must be received and filed by the Clerk by this date.	Mail a copy of the objection to Class Counsel at the following address so that it is postmarked by March 22, 2019 :	
Court	Counsel	
55th Court Clerk Harris County Civil Courthouse 201 Caroline Street Houston, TX 77002	Class Counsel: R. Martin Weber, Jr. Crowley Norman LLP Three Riverway, Suite 1775 Houston, Texas 77056	Defense Counsel: Gregory P. Sapire Cleveland Terrazas PLLC 4611 Bee Caves Road, Suite 306B Austin, Texas 78746

20. What’s the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the proposed Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, and the Court approves the Settlement anyway, you will still be legally bound by the result.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend, and you may ask to speak, but you do not have to.

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

The Court has scheduled a Final Approval Hearing at **10:00 a.m. [CT]**, on **April 5, 2019**, in the Courtroom of 55th Judicial District Court in Harris County, Texas located at 201 Caroline Street, Houston, Texas 77002. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will conduct a hearing on whether to approve the proposed Settlement. Any Class Member may enter an appearance with the Court through an attorney. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak about an objection according to Question 19 above. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class and whether and how much to award the Class

Representative for representing the Class. At or after the hearing, the Court will decide whether to approve the Settlement. It is not known how long this decision will take.

22. Do I have to attend the hearing?

If you filed a written objection, you or your lawyer acting on your behalf may attend the Final Approval Hearing, but you are not required to do so. Class Counsel and/or Defense Counsel will answer any questions that the Court may have. But, you are welcome to attend the hearing at your own expense. You may also pay your own lawyer to attend, but it is not necessary, unless you choose to have a lawyer appear on your behalf.

23. May I speak at the hearing?

If you submitted a proper written objection to the settlement, you or your lawyer acting on your behalf may speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will receive a settlement payment in the mail if you otherwise qualify and the Court approves the proposed Settlement. You will also be giving up your right to individually bring claims against Defendant regarding the claims and/or potential claims resolved by this Settlement.

GETTING MORE INFORMATION

25. How do I get more information about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the class settlement website at www.Elan99Settlement.com. If you have questions call 713-651-1771. Do not contact the Court.