

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Action No. 5:21-CV-486-D

IRMA RODRIGUEZ and ETHEL)
DOLORES LAWSON, on behalf of)
themselves and all others similarly situated,)
)
Plaintiffs,)
v.)
)
RIVERSTONE COMMUNITIES, LLC,)
INDIAN CREEK PARENT, LLC,)
INDIAN CREEK MHP, LLC,)
INDIAN CREEK DEALER, LLC, and)
INDIAN CREEK ASSOCIATION, LLC,)
)
Defendants.)
_____)

SETTLEMENT AGREEMENT AND RELEASE

Subject to the approval of the Court and under Rule 23 of the Federal Rules of Civil Procedure, this Settlement Agreement and Release is made by and between Named Plaintiffs, Irma Rodriguez and Ethel Dolores Lawson, on behalf of themselves and the Settlement Class, and Defendants, Riverstone Communities, LLC, Indian Creek Parent, LLC, Indian Creek MHP, LLC, Indian Creek Dealer, LLC, and Indian Creek Association, LLC. This Agreement, if approved by the Court, fully, finally, and forever resolves and settles the Action, according to the terms and conditions set forth in this Agreement.

RECITALS

WHEREAS, this case is a putative class action commenced in the Wake County Superior Court on October 15, 2021 (File No. 21-CVS-014119), which was removed to the United States District Court for the Eastern District of North Carolina on November 23, 2021 (File No. 5:21-cv-00486-D);

WHEREAS, the case involves Indian Creek (as defined in Section 1.26 below);

WHEREAS, the Named Plaintiffs alleged, among other things, that Defendants violated North Carolina's Contract-for-Deed statute, N.C. Gen. Stat. § 47H-1, *et seq.*; North Carolina's unfair or deceptive practices statute, N.C. Gen. Stat. § 75-1.1; North Carolina's Prohibited Acts by Debt Collectors Act, N.C. Gen. Stat. § 75-50, *et. seq.*; and North Carolina's Manufactured Home Warranties Act, N.C. Gen. Stat. § 143-143.8, *et. seq.*;

WHEREAS, Plaintiffs alleged that Defendants violated these statutes by, among other things, (1) failing to provide required information and consumer protections to Indian Creek residents who entered into leases that included a Purchase Option; (2) failing to maintain and repair certain Mobile Homes in which residents who signed a Purchase Option resided; (3) filing summary ejectment proceedings against certain residents who signed a Purchase Option; and (4) charging residents who signed a Purchase Option a fee called an "HOA" fee;

WHEREAS, Defendants deny the claims asserted in the Action and deny allegations of wrongdoing, liability, and damage of any kind;

WHEREAS, this Agreement resulted from and is the product of extensive, good faith, and arms'-length settlement negotiations over an extended period of time, including a mediation session before The Honorable James Gale (N.C. Superior Court Judge, Ret.) on December 7, 2022, and subsequent negotiations among the Parties and their counsel for several months thereafter;

WHEREAS, the Parties have concluded that it is desirable for this matter to be settled to avoid further inconvenience, delay, and expense and to dispose of potentially burdensome, unpredictable, and protracted litigation;

WHEREAS, the Named Plaintiffs and their counsel have investigated the facts and law underlying the claims asserted in the Action, including through an exchange of information during

the mediation process and the subsequent negotiations;

WHEREAS, the Named Plaintiffs and their counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and in the best interests of the Named Plaintiffs and the Settlement Class (including its subclass) and, accordingly, seek the Court's approval of this Agreement; and

WHEREAS, Defendants, without waiving their right to contest class certification if the Named Plaintiffs' allegations against them were further litigated, consent to the conditional certification of a settlement class, as set forth in this Agreement, solely for the purposes of this settlement.

NOW, THEREFORE, the Parties agree that, subject to the Court's approval, this Action, and any and all claims that were or could have been asserted by the Named Plaintiffs or the Settlement Class (including its subclass) in this Action, be settled, compromised, and dismissed on the merits and with prejudice subject to the terms and conditions set forth in, and the exhibits attached to, this Agreement.

1. DEFINITIONS

As used in this Agreement and the exhibits attached to it, the following terms have the meanings designated below unless a section or subsection of this Agreement, or an exhibit to this Agreement, specifically provides otherwise. Where appropriate, terms used in the singular will be deemed to include the plural and vice versa.

1.1 **"Account"** means the account to be opened by the Settlement Administrator that will be used to hold the Settlement Fund under Section 4.1 of this Agreement. The Account will be held at a financial institution selected by the Settlement Administrator, and it will be a qualified settlement fund under 26 C.F.R. § 1.468B-1.

1.2 “**Action**” means the above-captioned civil action that was commenced in the Wake County Superior Court on or about October 15, 2021 (File No. 21-CVS-014119), which was removed to the United States District Court for the Eastern District of North Carolina on or about November 23, 2021 (File No. 5:21-cv-00486-D).

1.3 “**Agreement**” means this Settlement Agreement and Release.

1.4 “**Attorneys’ Fees and Expenses Award**” means the amount, as approved by the Court, to be paid to Class Counsel out of the Settlement Fund to compensate them for their fees and to reimburse them for their expenses incurred in the Action.

1.5 “**Cancellation Deadline**” has the meaning set forth in Section 6.3 of this Agreement.

1.6 “**Class Counsel**” means Katharine Woomer-Deters, Jason Pikler, and Carlene McNulty of the North Carolina Justice Center, and Stuart Rossman of the National Consumer Law Center.

1.7 “**Class Household**” means the Settlement Class Members who jointly entered into a single Purchase Option for a Mobile Home. A particular Purchase Option may have been signed by more than one Settlement Class Member (*e.g.*, two or more Settlement Class Members may have jointly entered into a Purchase Option for a Mobile Home). All Settlement Class Members who signed that Purchase Option are considered collectively as a “Class Household” with regard to that Purchase Option. If the Purchase Option is signed by only one Settlement Class Member, that “Class Household” is comprised of only that one Settlement Class Member. As set out in Section 5.9(ii) of this Agreement, monetary benefits available to Settlement Class Members from the Settlement Fund are available only on a *per* Class Household basis.

1.8 “**Class Household Payment**” has the meaning set forth in Section 5.9(ii)d of this

Agreement.

1.9 “**Class Notice**” means the form of notice that will be sent to potential Settlement Class Members under Section 7.3 of this Agreement, which will be substantially in the form attached as Exhibit B.

1.10 “**Class Notice Mailing Date**” has the meaning set forth in Section 7.3(i) of this Agreement.

1.11 “**Class Period**” means the period from October 15, 2017 through the Execution Date of this Agreement.

1.12 “**Class Releasor**” has the meaning set forth in Section 10 of this Agreement.

1.13 “**Class Representative Service Award**” means the amount, as approved by the Court, to be paid to a Named Plaintiff out of the Settlement Fund as compensation to the Named Plaintiff for her time and effort undertaken by her on behalf of the Settlement Class. The Class Representative Service Award is not reimbursement or compensation for any damages or any relief sought in the Action.

1.14 “**Court**” means the United States District Court for the Eastern District of North Carolina.

1.15 “**Cy Pres Distribution**” has the meaning set forth in Section 5.13 of this Agreement.

1.16 “**Defendants**” mean the defendants named in the Action: Riverstone Communities, LLC, Indian Creek Parent, LLC, Indian Creek MHP, LLC, Indian Creek Dealer, LLC, and Indian Creek Association, LLC.

1.17 “**Defendants’ Counsel**” means Scott Bayzle and Corri Hopkins of Parker Poe Adams & Bernstein LLP, and Joseph Aviv of Honigman LLP.

1.18 “**Effective Date**” has the meaning set forth in Section 12 of this Agreement.

1.19 “**Exclusion Request**” means the written request to be excluded from the settlement, as described in Section 8 of this Agreement.

1.20 “**Execution Date**” means the date on which this Agreement has been executed by all Parties.

1.21 “**Fairness Hearing**” means the hearing to be held by the Court to determine, among other things, whether to grant final approval of the settlement.

1.22 “**Final Approval Order**” has the meaning set forth in Section 11.3 of this Agreement.

1.23 “**Former Resident**” means any Settlement Class Member that no longer resides at Indian Creek.

1.24 “**Fund Taxes**” means (a) all taxes (including estimated taxes) on the income of the Settlement Fund, (b) all tax-related liabilities resulting from the creation, implementation, or operation of the Settlement Fund, and (c) all expenses (including the payment of any fees to tax attorneys, accountants, or similar professionals) associated with the filing of a tax return or other related filing associated with the Settlement Fund.

1.25 “**Household Residency Period**” has the meaning set forth in Section 5.9(ii)c of this Agreement.

1.26 “**Indian Creek**” means the mobile home park owned or operated by one or more Defendants, located in Wake County, North Carolina, and with an office address at 1113 Indian Creek Trail, Garner, North Carolina 27529.

1.27 “**Individual Class Member Payments**” has the meaning set forth in Section 5.11(ii) of this Agreement.

1.28 “**Individual Subclass Household Information**” means the information, as identified in Section 6.2(i), included on the Information Sheet sent to each Unexercised Option Subclass Household.

1.29 “**Information Sheet**” means the document, substantially in the form attached as Exhibit D, that will be sent to each Unexercised Option Subclass Household under Section 6.2 of this Agreement and, for each, will contain the Individual Subclass Household Information.

1.30 “**Material**” has the meaning set forth in Section 9.2 of this Agreement.

1.31 “**Mobile Home**” means a mobile home or a manufactured home (but not the land on which it sits) located at Indian Creek.

1.32 “**Named Plaintiffs**” means Irma Rodriguez and Ethel Dolores Lawson in their individual capacities and as representatives of the Settlement Class, and Irma Rodriguez as representative of the Unexercised Option Subclass.

1.33 “**Notice and Administration Expenses**” means all costs, fees, and expenses of the Settlement Administrator associated with the performance of its obligations provided in this Agreement or reasonably necessary to effectuate the terms of this Agreement, including (without limitation) those obligations associated with (i) administering the Settlement Fund as set out in Section 5, including making the distributions and payments provided in Section 5, (ii) administering the provisions of Sections 6.2 and 6.3 regarding the Unexercised Option Subclass, (iii) receiving and processing opt-out requests and objections, and furnishing copies of the same to Class Counsel and Defendants’ Counsel, and (iv) administering the Notice Program.

1.34 “**Notice Period**” means the period running from the date the Settlement Administrator commences the Notice Program until such time the Notice Program is complete.

1.35 “**Notice Program**” means the manner in which Class Notice will be sent to the

Settlement Class under Section 7.3 of this Agreement.

1.36 “**Objection Deadline**” means no later than forty-five (45) days from the Class Notice Mailing Date.

1.37 “**Option Fee**” means the amount paid by a Settlement Class Member(s), at the time he/she/they signed the Purchase Option, in consideration for the Purchase Option. This amount is expressly identified as the “Option Fee” in the Purchase Option.

1.38 “**Option Fee Refund**” means the Option Fee *less* all previous reimbursements made to Settlement Class Member(s) pertaining to that Option Fee.

1.39 “**Opt Out Deadline**” means no later than forty-five (45) days from the Class Notice Mailing Date.

1.40 “**Parties**” means the Named Plaintiffs and Defendants.

1.41 “**Payment Instructions**” has the meaning set forth in Section 6.3 of this Agreement.

1.42 “**Plan of Allocation**” means the manner in which the balance of the Settlement Fund (net of the payment of, or reservation of sufficient funds to fully pay, the amounts set forth in Sections 5.5, 5.6, 5.7, and 5.8 of this Agreement) will be distributed to Settlement Class Members, as set forth in Section 5.9 of this Agreement.

1.43 “**Preliminary Approval Order**” means the order to be entered by the Court preliminarily approving the settlement and providing for notice to the Settlement Class, the proposed form of which is attached as Exhibit C.

1.44 “**Purchase Option**” means the document titled, “Contingent Option to Purchase Manufactured Home Addendum,” the form of which is attached as Exhibit A, which provided persons who executed this document an option to purchase a Mobile Home (but not the lot or the

land on which it is situated) at Indian Creek in consideration for the payment of an Option Fee.

1.45 “**Released Claims**” has the meaning set forth in Section 10 of this Agreement.

1.46 “**Released Parties**” means (a) Defendants; (b) any person, partnership, firm, corporation, limited liability company, trust, organization, or other entity in which any one or more Defendants has a controlling interest or which is or was legally related to, or affiliated with, any one or more Defendants; and (c) with respect to each person or entity in (a) and (b), their respective past or present members, managers, directors, officers, employees, insurers, reinsurers, sureties, attorneys, agents, partners, principals, advisors, investment advisors, auditors, accountants, and trustees, and all persons or entities who might be claimed to be jointly and severally liable with him, her, or it.

1.47 “**Right-to-Cancel Form**” means the document, substantially in the form attached as Exhibit E, which will be sent to each Unexercised Option Subclass Household under Section 6.2 of this Agreement.

1.48 “**Settlement Administrator**” means American Legal Claims Services, LLC, if approved by the Court.

1.49 “**Settlement Class**” has the meaning set forth in Section 3.2 of this Agreement.

1.50 “**Settlement Class Members**” means all persons in the Settlement Class.

1.51 “**Settlement Fund**” means the amount of One Million and Twenty Thousand Dollars and No Cents (\$1,020,000.00), to be paid into the Account administered by the Settlement Administrator for the benefit of the Settlement Class under Section 4.1 of this Agreement, and which will be distributed by the Settlement Administrator under Section 5 of this Agreement.

1.52 “**Settlement Website**” means the website at the following url: www.IndianCreekClassAction.com, or another website mutually acceptable to the Parties.

1.53 “**Subclass Disclosure Date**” means the date on which the Settlement Administrator sends the Information Sheet and the Right-to-Cancel Form to the Unexercised Option Subclass Households.

1.54 “**Unclaimed Funds**” has the meaning set forth in Section 5.12 of this Agreement.

1.55 “**Unexercised Option Subclass**” has the meaning set forth in Section 3.3 of this Agreement.

1.56 “**Unexercised Option Subclass Members**” means all persons in the Unexercised Option Subclass.

1.57 “**Unexercised Option Subclass Household**” means the Unexercised Option Subclass Members who jointly entered into a Purchase Option. A particular Purchase Option may have been signed by more than one Unexercised Option Subclass Member (*e.g.*, two or more Unexercised Option Subclass Members may have jointly entered into a Purchase Option). All Unexercised Option Subclass Members who signed that Purchase Option will be treated collectively as an “Unexercised Option Subclass Household” with regard to that Purchase Option. If the Purchase Option is signed by only one Unexercised Option Subclass Member, that “Unexercised Option Subclass Household” will comprise only that one Unexercised Option Subclass Member.

2. PRELIMINARY APPROVAL OF SETTLEMENT

No later than ten (10) business days after the Execution Date, Named Plaintiffs will file with the Court a motion for entry of the Preliminary Approval Order, after review and approval by Defendants’ Counsel, which will not be unreasonably withheld, which will seek, for settlement purposes only, to: (i) certify a conditional settlement class composed of the Settlement Class Members; (ii) preliminarily approve this Agreement; (iii) approve the Class Notice and the Notice Program; and (iv) appoint Class Counsel.

3. CERTIFICATION FOR SETTLEMENT AND CONDITIONAL NATURE OF AGREEMENT

3.1 For settlement purposes only, and on the terms and conditions set forth in this Agreement, the Parties will seek certification, under Rule 23 of the Federal Rules of Civil Procedure, of the following class and subclass.

3.2 The “**Settlement Class**” will consist of, and is defined as, all persons who both (i) signed a Purchase Option with one or more Defendants for a Mobile Home and (ii) resided in that Mobile Home at Indian Creek at any time on or after October 15, 2017; provided, however, that the Settlement Class does not include persons excluded under Section 3.4.

3.3 The “**Unexercised Option Subclass**” is a subclass of the Settlement Class, and it will consist of, and is defined as, Settlement Class Members who both (i) reside at Indian Creek on the Effective Date and (ii) have not, as of the Effective Date, exercised his/her/their Purchase Option. For clarification purposes, a Former Resident (*i.e.*, any Settlement Class Member who does not reside at Indian Creek on the Effective Date) is not in the Unexercised Option Subclass. For further clarification, if a Settlement Class Member resides at Indian Creek on the Effective Date but has already exercised his or her Purchase Option (*i.e.*, has purchased the Mobile Home) as of the Effective Date, then that Settlement Class Member is not in the Unexercised Option Subclass.

3.4 Excluded from the Settlement Class (and, thus, also excluded from the Unexercised Option Subclass) are: (i) any person who signed a Purchase Option, but who, instead of paying the Option Fee, purchased the Mobile Home in one payment; (ii) any person who timely and properly excludes him/herself from the Settlement Class as provided in this Agreement; (iii) any person employed by any Defendant during the Class Period; and (iv) the Court and the Court’s immediate family.

3.5 Nothing in this Agreement will be construed as an admission by any Defendant that this Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Agreement will prevent any Defendant from opposing class certification or seeking de-certification of a conditionally-certified class if the Effective Date does not occur or this Agreement is otherwise terminated. If the Effective Date does not occur or this Agreement is otherwise terminated, Defendants do not waive, but rather expressly reserve, all rights to challenge class action treatment on any ground. The Named Plaintiffs will not offer this Agreement as evidence in support of a motion to certify any class for trial purposes.

4. CONSIDERATION TO SETTLEMENT CLASS MEMBERS

4.1 **Settlement Fund.** In consideration for the full and final settlement of the Released Claims, Defendants (collectively) will pay or cause to be paid One Million and Twenty Thousand Dollars and No Cents (\$1,020,000.00) into the Account to create the Settlement Fund. This payment will be made within fifteen (15) business days after the later of the following has occurred: (i) the Effective Date and (ii) the receipt by Defendants' Counsel of the Account name, Account address, wiring instructions for the Account, and the Account's Federal Tax Identification Number. Any interest accruing in the Account from the time of deposit will become part of the Settlement Fund to be used for the benefit of the Settlement Class. Under no circumstance will any Released Party be required to pay any additional amount into the Settlement Fund.

4.2 **Opportunity to Cancel Purchase Option (only for Members of the Unexercised Option Subclass).** As additional consideration for the full and final settlement of the Released Claims, Unexercised Option Subclass Members will be provided the opportunity, subject to the terms and conditions set forth in Section 6 of this Agreement, to cancel his, her, or their Purchase Option and receive an Option Fee Refund.

4.3 **Full Contribution.** The Settlement Fund and the opportunity to receive an Option Fee Refund (for Unexercised Option Subclass Members) will be the only monetary contributions to this settlement made by or on behalf of Defendants. Without limiting the generality of the preceding in any way, all Notice and Administration Expenses, Class Representative Service Awards, Attorneys' Fees and Expenses Award, and Fund Taxes will be paid from the Settlement Fund.

5. ADMINISTRATION OF THE SETTLEMENT FUND

5.1 The Settlement Fund will be administered by the Settlement Administrator. The Settlement Administrator will not use or disburse any part of the Settlement Fund except as provided in this Agreement or by order of the Court.

5.2 The Settlement Fund and the Settlement Administrator will remain subject to the jurisdiction of the Court until such time as the funds are fully distributed under this Agreement or further order of the Court.

5.3 No Released Party will have any responsibility or liability whatsoever for any investment or payment decision made by the Settlement Administrator in connection with the Settlement Fund (including, without limitation, any loss suffered by, or fluctuation in the value of, the Settlement Fund).

5.4 The Settlement Administrator, acting on behalf of the Settlement Class, and subject to the supervision and direction of the Court, will administer all aspects of the Settlement Fund, including all provisions of this Section 5 (including all of its subsections). No Released Party will have any liability whatsoever to any person or entity with regard to the administration of the Settlement Fund or the payment (or nonpayment) of any amount from the Settlement Fund.

5.5 All Notice and Administration Expenses will be paid solely from the Settlement

Fund.

5.6 Any Class Representative Service Award, as approved by the Court, will be paid solely from the Settlement Fund. The Named Plaintiffs will each seek Court approval of a Class Representative Service Award not to exceed Seven Thousand Dollars and No Cents (\$7,000.00). Defendants will not oppose either of the Named Plaintiffs' request for a Class Representative Service Award provided that the request does not exceed this amount (per Named Plaintiff). The Parties' negotiation of an agreement as to the Class Representative Service Award did not occur until after the substantive terms of this Agreement, including the total amount of the Settlement Fund, were negotiated and agreed on.

5.7 Any Attorneys' Fees and Expenses Award, as approved by the Court, will be paid solely from the Settlement Fund. Within 30 days after the Class Notice Mailing Date, Class Counsel (collectively) will seek Court approval of an amount not to exceed thirty percent (30%) of the Settlement Fund for attorneys' fees associated with this Action. Defendants will not oppose Class Counsel's request, provided that it does not exceed the above-stated percentage. Class Counsel (collectively) will also seek reimbursement for litigation costs and expenses incurred in this Action. If the Effective Date does not occur, or if this Agreement is otherwise terminated as provided in this Agreement, then any Attorneys' Fees and Expenses Award will no longer be paid and will be considered a nullity. Whatever amount is ultimately approved by the Court as an Attorneys' Fees and Expenses Award will be Class Counsel's total recovery for attorneys' fees, costs, and expenses of any kind (including, but not limited to, mediation fees, travel expenses, filing fees, court reports, expert fees and costs, and document review costs). The Settlement Administrator will pay the Attorneys' Fees and Expenses Award, as approved by the Court, to the North Carolina Justice Center within 15 days of the funding of the Settlement Fund as set out in

Subsection 4.1. Class Counsel will be solely responsible for allocating any Attorneys' Fees and Expenses Award that is awarded by the Court among themselves, and no Released Party will have any responsibility, role, or liability in connection with such an allocation or for any additional payment.

5.8 Fund Taxes, if any, resulting from the creation or existence of the Settlement Fund (including any tax owed on any accrued interest) will be paid solely from the Settlement Fund. No Released Party will have any liability or responsibility for the determination or payment of any tax-related liability, obligation, or expenses arising from the Settlement Fund. The Released Parties will similarly have no responsibility for the filing of any tax return or other document with the Internal Revenue Service or with any state or local taxing authority on behalf of the Settlement Fund. The ultimate tax treatment of the Settlement Fund (including any payment made in its administration) is neither a condition precedent nor a condition subsequent to this Agreement. In connection with executing this Agreement, no Released Party makes any representation with respect to the potential tax obligations arising under this Agreement's terms or the performance of those terms.

5.9 After payment of, or reservation of sufficient funds to fully pay, the amounts set forth in Subsections 5.5, 5.6, 5.7, and 5.8, the balance of the Settlement Fund will be distributed to members of the Settlement Class in accordance with Class Counsel's Plan of Allocation. No Released Party will have any responsibility or liability with respect to the Plan of Allocation.

The Plan of Allocation is as follows:

- (i) No Claim Form. Settlement Class Members will receive monetary benefits directly without needing to submit a claim form.
- (ii) Monetary Benefit Determined on a Class Household Basis. Monetary

benefits available to Settlement Class Members from the Settlement Fund are available on a *per* Class Household basis. Because a single Purchase Option may have been signed by more than one Settlement Class Member (*e.g.*, two or more Settlement Class Members could have signed a single Purchase Option), all Settlement Class Members who signed a single Purchase Option (and were designated as a “tenant” on that form) will be considered collectively as a single Class Household for the determination of benefits under this Agreement.

a. For each Class Household (i) that is composed of only Former Residents of Indian Creek as of the Effective Date, (ii) that signed its Purchase Option on or after October 15, 2017, and (iii) that did not exercise its Purchase Option, the Class Household will be entitled to an amount equal to the Option Fee paid by that Class Household to any Defendant. These amounts range from approximately \$2,500 to approximately \$5,120. Assuming full participation of applicable Class Households (assuming, *e.g.*, no opt outs), the estimated amount to be paid under this Subsection 5.9(ii)a would total approximately \$40,000.

b. For each Class Household that had any summary ejectment proceeding commenced against any of its members in the Wake County District Court by any Defendant during the Class Period, the Class Household will be entitled to an amount of Five Thousand Dollars and No Cents (\$5,000.00). Assuming full participation of applicable Class Households (assuming, *e.g.*, no opt outs), the estimated amount to be paid under this Subsection 5.9(ii)b would total approximately \$40,000.

c. The participating Class Households will be entitled to the remaining funds in the Settlement Fund, distributed on a *pro rata* basis depending on the length of the Class Household’s “**Household Residency Period.**” The Household Residency Period for each Class Household is the total number of calendar days between two benchmarks: (1) the *later* of October

15, 2017, or the date the Purchase Option was signed, and (2) the *earlier* of the Execution Date or the date the Class Household moved out of Indian Creek. For example, if a Class Household signed its Purchase Option on February 10, 2019, and moved out of Indian Creek on March 3, 2022, that Class Household has a Household Residency Period of 1,118 days (there are 1,117 days between February 10, 2019, and March 3, 2022). By way of further example, if a Class Household signed its Purchase Option on February 10, 2017, and moved out of Indian Creek on March 15, 2023, that Class Household has a Household Residency Period of 1,978 days (there are 1,977 days between October 15, 2017, and March 15, 2023).

d. The sum of the payments to a particular Class Household under Section 5.9(ii)a, b, c, and d will be referred to as the “**Class Household Payment.**”

e. Each check sent by the Settlement Administrator to a Settlement Class Member will bear the inscription “VOID AFTER 90 DAYS.”

5.10 **Purpose of the Plan of Allocation.**

(i) The Named Plaintiffs and Class Counsel intend for the purpose of the Settlement Funds provided in section 5.9(ii)a and Section 5.9(ii)c of this Agreement to serve as reimbursement to Settlement Class Members for fees and payments made by Settlement Class Members to one or more Defendants that Named Plaintiffs alleged in the Complaint to be improper. Specifically, the amount set forth in Section 5.9(ii)a is intended to provide for such reimbursement related to certain Option Fees, and the amount set forth in Section 5.9(ii)c is intended to provide for such reimbursement related to certain dues and alleged rental overpayments. These portions of Settlement Class Members’ total monetary awards consist of the reimbursement or recovery of capital.

(ii) The Named Plaintiffs and Class Counsel intend for the amounts set forth in Section

5.9(ii)b of this Agreement to compensate certain Class Households against whom, according to Named Plaintiffs, one or more Defendants filed at least one allegedly improper summary ejectment proceeding.

(iii) For those Settlement Class Members (except the Named Plaintiffs) whose Class Household did not have a summary ejectment proceeding filed against them by a Defendant during the Class Period, Named Plaintiffs and Class Counsel intend for the entirety of their Individual Class Member Payment to consist of reimbursed capital. Therefore, the Settlement Administrator will not issue an IRS Form 1099 for any amount received by those Settlement Class Members under this Agreement.

(iv) For Settlement Class Members (except the Named Plaintiffs) whose Class Household had a summary ejectment proceeding filed against them by a Defendant during the Class Period, Named Plaintiffs and Class Counsel intend for the entirety of their Individual Class Member Payment, except for the portion attributed to Section 5.9(ii)b, to consist of reimbursed capital. Therefore, the Settlement Administrator will issue an IRS Form 1099 for only the portion of the Individual Class Member Payment attributed to Section 5.9(ii)b and will not report any other amounts received by those Settlement Class Members under this Agreement as taxable income.

(v) For the Named Plaintiffs, Named Plaintiffs and Class Counsel intend for the entirety of their Individual Class Member Payments to consist of reimbursed capital, except for amounts attributed to Section 5.9(ii)b, if any, and their Class Representative Service Awards. Therefore, for the Named Plaintiffs, the Settlement Administrator will issue an IRS Form 1099 for only the portion of the Individual Class Member Payment attributed to Section 5.9(ii)b, if any, and the portion of the Individual Class Member Payment attributed to the Class Representative Service Award. The Settlement Administrator will not report any other amounts received by the Named

Plaintiffs under this Agreement as taxable income.

(vi) The Settlement Administrator will issue all necessary IRS Forms 1099 or other required tax forms, as applicable and outlined in this Agreement, to the Settlement Class Members.

(vii) Neither Defendants nor any Released Party make any representation as to the potential tax obligations of any person or entity that may arise under this Agreement or any payment made under this Agreement. The Released Parties will have no responsibility for, nor liability associated with, the issuance of IRS Forms 1099 (or any other tax forms) to Settlement Class Members.

5.11 Division of Class Household Payments.

(i) If a Class Household consists of only one Settlement Class Member, that Settlement Class Member will receive the entire Class Household Payment.

(ii) If a Class Household consists of more than one Settlement Class Member, each Settlement Class Member comprising that Class Household will receive a *pro rata* share of the Class Household Payment (divided evenly by the number of Settlement Class Members in that Class Household). These *pro rata* shares of the Class Household Payment will be referred to as “**Individual Class Member Payments.**”

(iii) If Class Counsel provides evidence to the Settlement Administrator that any Settlement Class Member is deceased as of the Effective Date, the Settlement Administrator will distribute that decedent’s Individual Class Member Payment equally among the surviving member(s) of that Class Household.

(iv) If Class Counsel provides evidence to the Settlement Administrator that shows that all Settlement Class Members of a Class Household are deceased as of the Effective Date, and that estate proceedings have been commenced with respect to all decedents, the Individual Class

Member Payment owed to each decedent will be paid to that decedent's estate. If the amount to be paid for the benefit of a deceased Settlement Class Member is \$5,000.00 or less, and if no estate proceeding has been commenced with respect to that decedent, the Settlement Administrator will pay the settlement proceeds to be paid for the benefit of that decedent to the Clerk of Court of the county of the decedent's domicile in accordance with the applicable statute, if directed to do so by Class Counsel.

5.12 Unclaimed Funds (Second Distribution).

(i) After ninety (90) days have elapsed following the mailing of Individual Class Member Payments to Settlement Class Members, the Settlement Administrator will provide to Class Counsel (with a copy to Defendants' Counsel) the name of each Settlement Class Member who has cashed the check for his or her Individual Class Member Payment, and a list of all Settlement Class Members whose checks have been returned as undeliverable or that have been delivered but not cashed. The proceeds of all Individual Class Member Payment checks that, within ninety (90) days following the mailing of the checks, were returned as undeliverable, or were delivered but not cashed, will be referred to as the "**Unclaimed Funds.**"

(ii) The Settlement Administrator will redistribute the Unclaimed Funds to those Settlement Class Members with no Unclaimed Funds (*i.e.*, those Settlement Class Members who cashed their Individual Class Member Payment checks within ninety (90) days after the Individual Class Member Payment checks were mailed to them) as follows:

- a. For each Class Household in which at least one member of the Class Household had Unclaimed Funds, those Unclaimed Funds will be redistributed, in equal shares, to those member(s) of his or her Class Household who had no Unclaimed Funds, if any; and

- b. For each Class Household in which all members of the Class Household had Unclaimed Funds, those Unclaimed Funds will be distributed *pro rata* to all Settlement Class Members (regardless of Class Household) with no Unclaimed Funds.

(iii) The second distribution described in this Section 5.12 will only be required by this Agreement if such a distribution would result in a payment of at least Ten Dollars (\$10.00) to each Settlement Class Member with no Unclaimed Funds.

5.13 **Cy Pres Distribution.** To the extent funds remain in the Settlement Fund after 90 days have elapsed from the final distribution of funds to Settlement Class Members as outlined in Section 5, the funds remaining in the Settlement Fund will comprise the “**Cy Pres Distribution.**” If approved by the Court, the *Cy Pres* Distribution will be made to the Indigent Person’s Attorney Fund and to the North Carolina State Bar for the provision of civil legal services for indigents.

6. OPPORTUNITY TO CANCEL PURCHASE OPTION (FOR UNEXERCISED OPTION SUBCLASS MEMBERS)

6.1 Unexercised Option Subclass Members will also have the opportunity (on an Unexercised Option Subclass Household basis) to cancel their Purchase Option and, if they do, to receive an Option Fee Refund, subject to the terms and conditions set forth in this Section 6. Thus, if all Unexercised Option Subclass Members that constitute one Unexercised Option Subclass Household validly elect, *unanimously*, to cancel the Purchase Option, then that Unexercised Option Subclass Household will receive an Option Fee Refund. The Option Fee Refund to Unexercised Option Subclass Members will not be paid from the Settlement Fund; rather, any Option Fee Refund to Unexercised Option Subclass Members will be paid by Defendants in the manner set out below. This Section 6 sets out the terms, conditions, and procedures governing the opportunity to terminate the Purchase Option and receive an Option Fee Refund to Unexercised

Option Subclass Members.

6.2 **Information Sheet and Right-to-Cancel Form.** Within fifteen (15) business days from the Effective Date, the Settlement Administrator will send to each Unexercised Option Subclass Household both an Information Sheet and a Right-to-Cancel Form. The date on which these are sent by the Settlement Administrator will be the “**Subclass Disclosure Date.**”

(i) ***Information Sheet.***

The form of the Information Sheet is attached hereto as **Exhibit D**. The Information Sheet provides disclosures and information generally applicable to all Unexercised Option Subclass Households, as well as information specific to each particular Unexercised Option Subclass Household. The information specific to each particular Unexercised Option Subclass Household (identified by blanks in Exhibit D) will include the following, to be current as of the Effective Date: (1) the year, make, and model of the Mobile Home, (2) the Vehicle Identification Number (the VIN) of the Mobile Home, (3) the amount of the Option Fee paid by the Unexercised Option Subclass Household, (4) an identification of previous payments that may be credited toward the purchase price of the Mobile Home, (5) the amount required for that Unexercised Option Subclass Household to exercise the Purchase Option and purchase the Mobile Home, and (6) the name of the entity holding record title for the Mobile Home, and (7) the applicable rental amounts for new leases as identified by blanks in Exhibit D (collectively, the “**Individual Subclass Household Information**”).

The Settlement Administrator will complete the Information Sheet for each particular Unexercised Option Subclass Household by consulting information maintained in the ordinary course of Defendants’ businesses. For that purpose, no later than five (5) business days after the Effective Date, Defendants will provide or will cause to be provided, to the extent it is available,

to the Settlement Administrator (with a copy to Class Counsel) the Individual Subclass Household Information for each Unexercised Option Subclass Household. The information provided by Defendants will be based on a reasonably diligent and reasonably thorough search of the records maintained in the ordinary course of Defendants' businesses. This information will be provided in the form of an Excel spreadsheet.

Should any Unexercised Option Subclass Member have questions concerning the Information Sheet, that Unexercised Option Subclass Member has the right to consult with Class Counsel, who will be identified (along with their contact information) in the Information Sheet, and Class Counsel will consult with that Unexercised Option Subclass Member. To the extent Class Counsel needs additional information specific to a particular Unexercised Option Subclass Household for this consultation, Defendants will reasonably cooperate with Class Counsel by providing this information (provided, however, that the information may be obtained by a reasonable, and not unduly burdensome, search of Defendants' records).

(ii) ***Right-to-Cancel Form.***

The Right-to-Cancel Form is attached as **Exhibit E**. It will be sent by the Settlement Administrator along with the Information Sheet. Returning a valid Right-to-Cancel Form to the Settlement Administrator in the time provided in Section 6.3 is the only way that an Unexercised Option Subclass Household may elect to cancel its Purchase Option and receive the Option Fee Refund. The Right-to-Cancel Form will prominently disclose that, should the Unexercised Option Subclass Household elect to cancel the Purchase Option and receive an Option Fee Refund, then that Unexercised Option Subclass Household will no longer have any right of any kind to purchase the Mobile Home, and its Purchase Option will become null and void.

6.3 Requirements to Validly Cancel Purchase Option and Receive Option Fee

Refund. To cancel the Purchase Option and receive an Option Fee Refund, a valid Right-to-Cancel Form must be received by the Settlement Administrator, or postmarked, by no later than sixty (60) calendar days after the Subclass Disclosure Date (the “**Cancellation Deadline**”).

To be valid, the Right-to-Cancel Form must be signed by each and every Unexercised Option Subclass Member of that Unexercised Option Subclass Household. Because the election to cancel must be unanimous across all members of a particular Unexercised Option Subclass Household, if any one member of the Unexercised Option Subclass Household opts out of this Agreement by submitting a valid Exclusion Request (pursuant to Section 8(i)), any Right-to-Cancel Form returned by the Unexercised Option Subclass Household will be invalid (even if signed by all Unexercised Option Subclass Household members).

To be valid, the returned Right-to-Cancel Form must also designate the following: (i) the member of the Unexercised Option Subclass Household to whom the Option Fee Refund check is to be made payable, and (ii) the address to which the Option Fee Refund check is to be sent.

The validity of each Right-to-Cancel Form will be determined by the Settlement Administrator. If the Settlement Administrator needs additional information to evaluate a Right-to-Cancel Form, it may seek additional information from the Unexercised Option Subclass Household that submitted the Right-to-Cancel Form or from Class Counsel or from Defendants. If an Unexercised Option Subclass Member disagrees with any determination by the Settlement Administrator regarding the validity of a Right-to-Cancel Form, then that Unexercised Option Subclass Household must submit to the Court a written appeal of the Settlement Administrator’s determination. The dispute will be submitted to the Court for summary resolution.

Within fifteen (15) business days from the Cancellation Deadline, the Settlement Administrator will provide Class Counsel and Defendants, through Defendants’ Counsel, with the

following: (i) copies of all timely and valid Right-to-Cancel Forms returned by Unexercised Option Subclass Households, and, (ii) for each, instructions as to the payee name for the Option Fee Refund check, and the address to where Defendants must mail the check (the “**Payment Instructions**”).

6.4 Defendants’ Payment of Applicable Option Fee Refunds. Within ten (10) business days from receipt of the Payment Instructions, Defendants will pay, or will cause to be paid, the Option Fee Refunds in accordance with the Payment Instructions. Once the applicable Option Fee Refund checks have been mailed in accordance with the Payment Instructions, Defendants will have no further payment obligations of any kind with regard to the cancellation of the Purchase Option.

6.5 Provisions Applicable to the Unexercised Option Subclass Households That Validly Cancel Their Purchase Option. As set out in the Information Sheet and the Right-to-Cancel Form, the following provisions apply to each Unexercised Option Subclass Household that timely and validly elects to cancel its Purchase Option:

(i) The Purchase Option will be null and void, and all rights and obligations set forth in the Purchase Option will be of no effect. No member of the Unexercised Option Subclass Household will then have any right whatsoever to purchase the Mobile Home.

(ii) All other terms and conditions of the Unexercised Option Subclass Household’s lease (with the exception of the Purchase Option) will remain in full force and effect, provided, however, that, notwithstanding anything to the contrary in that lease:

(a) Defendant Indian Creek MHP, LLC will make all repairs and perform the maintenance that is required of landlords under N.C. Gen. Stat. § 42-42;

(b) the Unexercised Option Subclass Household may, in its discretion,

terminate its then-current lease early (and without penalty) so long as the decision to terminate is unanimous among all members of that Unexercised Option Subclass Household, that Unexercised Option Subclass Household informs Defendant Indian Creek MHP, LLC of its unanimous election to terminate the lease, in writing, within thirty (30) days from the Cancellation Deadline, and all members of the Unexercised Option Subclass Household move out of Indian Creek within ten (10) business days of receipt of the Option Fee Refund; and

(c) if no member of the Unexercised Option Subclass Household is in default under their lease and has been provided, prior to the Subclass Disclosure Date, a written notice that Defendants will not offer a new 12-month lease due to that default, then that Unexercised Option Subclass Household will have the opportunity, if all members of that Unexercised Option Subclass Household unanimously choose, to enter into a new 12-month lease at Indian Creek (or two separate leases: one for the Mobile Home and the other for the lot on which the Mobile Home is situated). For clarification purposes, *all* members of the Unexercised Option Subclass Household must choose to enter into the new lease, and the new lease must be signed by all members of that Unexercised Option Subclass Household. While the substantive terms of the new lease (including, without limitation, the amount of rent) are not within the scope of this Agreement, it is understood that the landlord under the new lease will make all repairs and perform the maintenance that is required of landlords under N.C. Gen. Stat. § 42-42. For clarification purposes, the amount of rent that may be charged under the new lease is not addressed, limited, or capped by this Agreement. The amount of the rent and all other material terms of the lease, however, will be disclosed to the Unexercised Option Subclass members in the Information Sheet. Nothing in this Section limits Defendants' ability to withdraw their offer of a new 12-month lease to an Unexercised Option Subclass Household if, in the period between the Subclass Disclosure Date

and the signing of the new 12-month lease, any member of that Unexercised Option Subclass Household is in default of his or her existing home or lot lease with Defendants, and is given written notice of this default.

6.6 Provisions Applicable to the Unexercised Option Subclass Households That Do Not Cancel Their Purchase Option. As set out in the Information Sheet, the following provisions apply to each Unexercised Option Subclass Household that did not timely and validly elect to cancel its Purchase Option:

(i) The Unexercised Option Subclass Household will not receive, nor be entitled to receive, an Option Fee Refund.

(ii) The Unexercised Option Subclass Household's Purchase Option will remain effective, and the Household will continue to have an option to purchase the Mobile Home under the terms and conditions set forth in the Purchase Option.

(iii) All terms and conditions of the lease and Purchase Option will remain in full force and effect, provided, however, that, notwithstanding anything to the contrary in the lease or Purchase Option:

(a) until the Unexercised Option Subclass Household exercises their Purchase Option and Defendants have provided the paperwork necessary to transfer title to the Unexercised Option Subclass Household, Defendant Indian Creek MHP, LLC will make all repairs and perform the maintenance that is required of landlords under N.C. Gen. Stat. § 42-42;

(b) until the Unexercised Option Subclass Household exercises their Purchase Option and completes the purchase of the Mobile Home, the members of the Unexercised Option Subclass Household will be afforded a 30-day opportunity to cure any payment default under the lease before the rights under the Purchase Option may be forfeited; and

(c) if no member of the Unexercised Option Subclass Household is in default under his or her lease and has been provided, prior to the Subclass Disclosure Date, a written notice that Defendants will not offer a new 12-month lease renewal due to that default, that Unexercised Option Subclass Household will have the opportunity, if *all* members of that Unexercised Option Subclass Household choose, to enter into a new 12-month lot lease at Indian Creek. For clarification purposes, *all* members of the Unexercised Option Subclass Household must choose to enter into a new lot lease, and the new lot lease must be signed by *all* members of that Unexercised Option Subclass Household. While the substantive terms of the new lot lease (including, without limitation, the amount of rent) are not within the scope of this Agreement, it is understood that the landlord under that lease will be responsible for making repairs and performing maintenance that is required of landlords under N.C. Gen. Stat. § 42-42. For clarification purposes, the amount of rent that may be charged under the new lease is not addressed, limited, or capped by this Agreement. The amount of the rent and all other material terms of the lease, however, will be disclosed to the Unexercised Option Subclass members in the Information Sheet. Nothing in this paragraph limits Defendants' ability to withdraw their offer of a new 12-month lease to an Unexercised Option Subclass Household if, in the period between the Subclass Disclosure Date and the signing of the new 12-month lease, any member of that Unexercised Option Subclass Household is in default of his or her existing home or lot lease with Defendants, and is given written notice of this default.

For further clarification purposes: for any Unexercised Option Subclass Household that already has a lease that will be valid for more than 12 months past the Effective Date, Defendants will not be required by this Agreement to provide any additional lease to that Unexercised Option Subclass Household.

For further clarification, if any Unexercised Option Subclass Household enters into the 12-month lease offered by Defendants under Section 6.6(iii)(c), and during the term of that 12-month lease, the Unexercised Option Subclass Household exercises their Purchase Option and Defendants provide the paperwork necessary to transfer title to the Unexercised Option Subclass Household, then Defendants and that Household may enter into a new lease to reflect that those Unexercised Option Subclass Household Members are now tenants of the lot only, and not of the Mobile Home. If requested, Defendants will offer a lot lease that extends until at least the last date that the existing 12-month lease extends.

7. SETTLEMENT ADMINISTRATION AND CLASS NOTICE

7.1 **Settlement Administrator.** The Settlement Administrator may appoint settlement administrators, officers, and advisors as may be necessary to carry out the duties of the Settlement Administrator expeditiously and effectively. The Notice and Administration Expenses will be paid from the Settlement Fund. The Settlement Administrator will be responsible for (i) administering the Settlement Fund as set out in Section 5, including making the distributions and payments provided in Section 5, (ii) administering the provisions of Sections 6.2 and 6.3 regarding the Unexercised Option Subclass, (iii) receiving and processing opt-out requests and objections, and furnishing copies of them to Class Counsel and Defendants' Counsel, and (iv) administering the Notice Program.

7.2 **Information Provided by Defendants.** Within seven (7) days of the entry of the Preliminary Approval Order, Defendants will provide to the Settlement Administrator and Class Counsel the following:

- 7.2.1 a copy of each Purchase Option signed by a resident(s) of Indian Creek who resided at Indian Creek any time on or after October 15, 2017; and

7.2.2 a spreadsheet, which will be compiled based on a reasonably diligent and reasonably thorough search of the computerized records maintained in the ordinary course of Defendants' businesses, that will identify or indicate, to the extent it is known by Defendants, the following for each Purchase Option provided under Section 7.2.1:

- (i) the name of each resident who signed the Purchase Option;
- (ii) the address where that resident resided when he or she resided at Indian Creek;
- (iii) if that resident is no longer a resident of Indian Creek, the date on which that resident moved out of Indian Creek;
- (iv) any e-mail address associated, according to Defendants' records, with the resident (and/or the resident's Class Household);
- (v) if not otherwise discernable from the copy of the Purchase Option provided, the amount of the Option Fee associated with that Purchase Option;
- (vi) if not otherwise discernable from the copy of the Purchase Option provided, the date on which that Purchase Option was signed; and
- (vii) whether or not the Purchase Option has been exercised (*i.e.*, whether the resident purchased the Mobile Home) and, if so, the date on which it was exercised.

Other than the provision of information as set forth in this Section 7.2, neither Defendants nor any Released Party will have any responsibility whatsoever to any person or entity (including, without limitation, to any member of the Settlement Class, Class Counsel, the Named Plaintiffs,

or the Settlement Administrator) with regard to the administration of the Settlement Fund, the determination or calculation of any amount to be distributed from the Settlement Fund (including, without limitation, any amount to be distributed to the Named Plaintiffs, Class Counsel, and members of the Settlement Class (or Class Household)), or the payment (or nonpayment) of any amount (including the manner, methodology, or delivery of any payment).

7.3 Notice Program.

i. **Class Notice.** At the commencement of the Notice Period, the Settlement Administrator will perform the Notice Program by: (a) mailing, by first class mail, a copy of the Class Notice to potential-Settlement Class Members for whom there is address information and (b) e-mailing the Class Notice to potential Settlement Class Members for whom there is an e-mail address. For Class Notice purposes, the Settlement Administrator will conduct a national change-of-address search for all potential Settlement Class Members before the initial Class Notice mailing. The date on which the Class Notice is mailed under this Section 7.3(i)(a) is the “**Class Notice Mailing Date,**” which will be no later than 45 days from entry of the Preliminary Approval Order.

For any Class Notice returned to the Settlement Administrator as “undeliverable,” where the postal service has provided a forwarding address, the Settlement Administrator will re-send the Class Notice to the forwarded address. For each Class Notice returned to the Settlement Administrator without a forwarding address, the Settlement Administrator will use publicly available databases as practicable to update the address and will cause the Class Notice to be re-mailed to the potential Settlement Class Member who can be located. Re-mailing the Class Notice, however, will not change (or extend) the Class Notice Mailing Date, which will at all times be the date on which the Class Notice was originally mailed under Section 7.3(i)(a).

ii. **Settlement Website and Toll-Free Number.** At the commencement of the Notice Period, the Settlement Administrator will cause a Settlement Website to become active at the following URL, or another URL that is mutually acceptable to Class Counsel and Defendants: www.IndianCreekClassAction.com. The link for the Settlement Website will also be identified in the Class Notice. The Settlement Website will include hyperlinks to allow access to the Class Action Complaint filed in the Action, this Agreement (including all exhibits), the Preliminary Approval Order, the Class Notice, and the Right-to-Cancel Form, as well as to any other material agreed on by the Parties or required by the Court. The Settlement Website will also have a “Frequently Asked Questions” section, the form of which is to be agreed to by Class Counsel and Defendants’ Counsel.

At the commencement of the Notice Period, the Settlement Administrator will also establish a toll-free telephone number, through which Settlement Class Members may receive information about the Action and the settlement through a pre-recorded message, in a form mutually acceptable to Class Counsel and Defendants’ Counsel.

All documents including the Class Notice, Information Sheet, Right-to-Cancel Form, and the Settlement Website’s “Frequently Asked Questions” section will be in English. Each of the above-referenced documents, with the exception of the Information Sheet, will also contain a notice in Spanish indicating that a Spanish-language version of the document will be available on the website for those who need it. Spanish-language assistance will also be available by telephone if Settlement Class Members contact Class Counsel, and the pre-recorded telephone message will be in both Spanish and English.

8. RIGHTS TO OPT OUT AND OBJECT

(i) Right to Opt Out.

8.1 As set forth in the Notice, each person who qualifies as a Settlement Class Member may—at his or her option—elect to opt out of the settlement, in accordance with the terms set out in the Class Notice.

8.2 To exercise the right to opt out of the settlement, a person must send to the Settlement Administrator a written request to be excluded (an “**Exclusion Request**”).

8.3 To be valid, the Exclusion Request must contain each of the following: (i) the full name, address, and signature of the person requesting exclusion, and (ii) a statement that the person wishes to be excluded from the settlement (such as, “I request to be excluded from the settlement” or “I opt out of the settlement”). No request for exclusion will be valid unless all of the information described above is included.

8.4 To be valid, the Exclusion Request must be either received by the Settlement Administrator or postmarked no later than the Opt-Out Deadline.

8.5 An Exclusion Request must be submitted by an individual Settlement Class Member and will not be valid if submitted in the aggregate or on behalf of a purported Settlement Class.

8.6 No person in the Settlement Class, or any person acting on behalf of, or in concert or participation with, a person in the Settlement Class, may exclude any other person from the Settlement Class.

8.7 Any Settlement Class Member who has not properly and timely sent an Exclusion Request will be bound by this Agreement and all subsequent proceedings, orders, and judgments issued by the Court.

8.8 Within fifteen (15) days from the expiration of the Opt-Out Deadline, the Settlement Administrator will send to Class Counsel and Defendants' Counsel a list of Settlement Class Members who elected to opt out of the settlement, as well as copies of their respective Exclusion Requests. Not later than thirty (30) days after the Opt-Out Deadline, the Settlement Administrator will file with the Court a declaration that lists all of the Exclusion Requests received.

(ii) Right to Object

8.9 As set forth in the Class Notice, any Settlement Class Member may appear at the Fairness Hearing in person or by counsel to object to the proposed settlement or to the application of Class Counsel for an Attorneys' Fees and Expenses Award or the Class Representative Service Award, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Objection Deadline.

8.10 To be valid, the objection must be in writing and must be filed with the Clerk of Court by the Objection Deadline. The objecting Settlement Class Member must also serve Class Counsel and Defendants' Counsel with a copy of the written objection as follows: (a) To Class Counsel – North Carolina Justice Center, P.O. Box 28068, Raleigh, NC 27611, and (b) to Defendants' Counsel – Parker Poe Adams & Bernstein LLP (c/o Scott E. Bayzle), P.O. Box 389, Raleigh, NC 27602.

8.11 To be valid, the objection must: (i) provide the Settlement Class Member's name and current mailing address, (ii) be signed by the Settlement Class Member, (iii) include a statement of the Settlement Class Member's specific objections, and (iv) state the grounds for objection, as well as identify any documents that the objector desires the Court to consider.

8.12 Any Settlement Class Member who does not provide a written objection in the manner described in this Section 8 will be deemed to have waived any objection and will forever be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, including the fairness, reasonableness, or adequacy of the settlement, the Plan of Allocation, or the Attorneys' Fees and Expenses Award, or the Class Representative Service Award.

9. DEFENDANTS' RIGHT TO TERMINATE AGREEMENT

9.1 Defendants' willingness to settle this Action on a class-wide basis and to agree not to oppose the certification of the Settlement Class (or the Unexercised Option Subclass) is dependent on achieving finality in the Action, and it is based on Defendants' desire to avoid further expense in the Action. Consequently, Defendants have the right, in their sole discretion, to terminate this Agreement, declare it null and void, and have no obligation under this Agreement on the occurrence of any of the conditions set forth in this Section 9.

9.2 Defendants may terminate this Agreement in their sole discretion if any objection to this settlement is sustained by the Court or on appeal of any ruling by the Court leading to a material modification of this Agreement by the Court, by any other court, or by any tribunal, agency, entity, or person. Defendants may similarly terminate the Agreement in their sole discretion if the Court (or any other court, tribunal, agency, entity, or person) otherwise causes a material modification of this Agreement. "**Material**," as used in this Agreement, means a modification that alters the obligations, duties, rights, or responsibilities of Defendants.

9.3 Defendants may terminate this Agreement in their sole discretion if the number of valid Exclusion Requests exceed ten (10).

9.4 Defendants may terminate this Agreement in their sole discretion if either Named Plaintiff (or any Settlement Class Member within the Class Household of a Named Plaintiff) submits a valid Exclusion Request or objects to the settlement.

10. RELEASE

10.1 On the Effective Date, each Named Plaintiff and each Settlement Class Member (including each Unexercised Option Subclass Member), and each of their respective heirs, executors, administrators, personal representatives, agents, attorneys, partners, successors, legatees, assigns, and all persons claiming an interest by, through, or under them (each, a “**Class Releasor**”), will conclusively be deemed to have, and will have, relinquished, released, and forever discharged each and every one of the Released Parties from any and all duties, obligations, claims, actions, causes of action, damages, or liabilities, whether arising under local, state, or Federal law, whether by Constitution, statute, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, or contract, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, that (i) were raised or could have been raised in the Action or (ii) relate to the tax treatment for any payments made to Settlement Class Members pursuant to this Agreement or any tax forms provided to Settlement Class Members by the Settlement Administrator (the “**Released Claims**”).

10.2 Each Class Releasor will not seek to assert liability against any Released Party based in whole or in part on any of the Released Claims. Each Class Releasor expressly waives and fully and finally settles and releases all known or unknown, suspected or unsuspected, Released Claims without regard to the subsequent discovery or existence of different or additional facts.

10.3 Notwithstanding the preceding, the release in this Section 10 will not apply to a Settlement Class Member who timely submits a valid Exclusion Request in accordance with the provisions of this Agreement.

11. ENTRY OF FINAL APPROVAL ORDER AND FINAL JUDGMENT

11.1 Within 30 days from both the Opt-Out and Objection Deadlines, the Named Plaintiffs, through Class Counsel, will petition the Court to hold a final Fairness Hearing and to enter a Final Approval Order and final judgment.

11.2 The Parties will cooperate in the scheduling of the Fairness Hearing so that it can be held as soon as practical and in accordance with the Federal Rules of Civil Procedure.

11.3 The Named Plaintiffs' motion for final approval of the settlement contemplated by this Agreement will request the entry of a "**Final Approval Order**" and a final judgment that will include provisions: (i) determining that the settlement contemplated by this Agreement and its terms to be fair, reasonable, and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure; (ii) determining that the Class Notice, as approved by the Preliminary Approval Order, constitutes due, adequate, and sufficient notice, and meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all applicable laws; (iii) approving the Plan of Allocation; (iv) finally certifying the Settlement Class (including the Unexercised Option Subclass); (v) confirming that the Named Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against any of the Released Parties; (vi) dismissing the Action with prejudice, without costs to any Party except the Attorneys' Fees and Expenses Award to be paid from the Settlement Fund as described in Section 5.7 of this

Agreement, and (vii) providing that the Court will retain continuing jurisdiction over the settlement and the Settlement Fund for the purpose of enforcing the terms of this Agreement.

11.4 If so required by the Court in connection with the final approval of this settlement, the Parties will accept changes to this Agreement that are not Material. The Parties, however, are not obligated to accept any change to the amount of the Settlement Fund, the scope of the releases provided in this Agreement, or any other substantive change to this Agreement.

12. EFFECTIVE DATE

This Agreement will become effective on the fifth (5th) business day after all of the following events have occurred (the “**Effective Date**”):

- (i) Entry of the Preliminary Approval Order;
- (ii) Final approval by the Court of this Agreement, following notice to Settlement Class Members and a Fairness Hearing, the Parties recognizing that all relief contemplated by this Agreement is expressly contingent on the Court’s final approval;
- (iii) Entry by the Court of a Final Approval Order and a final judgment and the expiration of any time for appeal or review from the Final Approval Order and final judgment, or if any appeal is filed and not dismissed, after the Final Approval Order and final judgment is upheld on appeal in all material respects and is no longer subject to review on appeal or discretionary review by the United States Court of Appeals for the Fourth Circuit or by the United States Supreme Court.

13. EXCLUSIVE REMEDY, DISMISSAL, AND JURISDICTION

13.1 *Exclusive Remedy.* This Agreement will be the exclusive remedy for any and all Released Claims.

13.2 *Dismissal.* On the Effective Date, the Action will be dismissed with prejudice in accordance with the Final Approval Order and final judgment.

13.3 *Jurisdiction.* The Court will retain exclusive jurisdiction over the Action, 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) and to the implementation and enforcement of its terms, conditions, and obligations.

14. **28 U.S.C. § 1715(B) NOTICE.** Defendants are responsible for timely compliance with all notice requirements required by 28 U.S.C. §1715(b).

15. **TAX IMPLICATIONS.** Each Settlement Class Member and the Named Plaintiffs will be solely responsible for all taxes or tax-related expenses owed or incurred by that person by reason of this settlement. In connection with executing this Agreement, neither Defendants nor any of the Released Parties make any representation as to the potential tax obligations of any person or entity that may arise under this Agreement or as a result of the performance of this Agreement's terms.

16. **MISCELLANEOUS PROVISIONS**

16.1 *Evidentiary Preclusion / No Admissions.* Defendants expressly disclaim and deny any wrongdoing or liability whatsoever. This settlement, and any and all negotiations, statements, documents, and proceedings in connection with this settlement, will not be construed or deemed to be evidence of an admission or concession by Defendants of any liability or wrongdoing by Defendants or by any of their respective affiliates, agents, representatives, vendors, or by any other person or entity acting on their behalf, and will not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Neither the settlement nor any act performed or document executed under (or in furtherance of)

the settlement: (i) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claim or of any wrongdoing or liability of the Released Parties; (ii) is, may be deemed to be, or may be used as an admission or evidence of any fault or omission of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (iii) is or may be deemed to be a waiver of any right to challenge class certification if this settlement for any reason does not become final or if this Agreement is terminated. In addition, neither the fact of, nor any document relating to, Defendants' withdrawal from the settlement, any failure of the Court to approve the settlement, or any objection or intervention may be used as evidence for any purpose whatsoever. The Released Parties may file this Agreement and the Final Approval Order or final judgment in any action or proceeding that may be brought against any one or more of them to support a defense or counterclaim based on the release contained in this Agreement or on principles of *res judicata*, collateral estoppel, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16.2 *Settlement Conditioned on Court Approval.* This Agreement is conditioned on entry of the Preliminary Approval Order and the Final Approval Order and final judgment without Material modification by the Court. In the event of the failure to obtain any of these orders, including, but not limited to, the denial of any motion for the preliminary approval of the settlement or its final approval, either Party may terminate this Agreement by notifying the opposing party in writing within thirty (30) days of the failure to obtain the approval. In the event of such a termination, or a termination of this Agreement based on the provisions of Section 9, the Parties will then return, without prejudice, to the *status quo ante* as if this Agreement had not been negotiated or entered into.

16.3 *Intent to Fully and Finally Settle.* The Parties will cooperate to the fullest extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and will exercise their best efforts to accomplish the terms and conditions of this Agreement. The Parties intend for this Agreement to be a final and complete resolution of all disputes that have arisen or could have arisen between or among the Named Plaintiffs and the Settlement Class (including the Unexercised Option Subclass), on the one hand, and the Released Parties, on the other hand, related to the Action.

16.4 *Joint Drafting; Arms' Length Negotiation.* This Agreement was drafted by counsel for the Parties in good faith and at arms' length, and no parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties, or their counsel, or the circumstances under which the Agreement was made or executed. This Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that this Agreement, or any part of it, may have been prepared or drafted by counsel for that Party. It is recognized that each Party's counsel contributed substantially and materially to the preparation of this Agreement.

16.5 *Incorporation of Exhibits.* All of the exhibits to this Agreement are fully incorporated in this Agreement by reference as if fully set forth in this Agreement.

16.6 *Entire Agreement.* This Agreement, and the exhibits incorporated in this Agreement, constitute the entire agreement between the Parties and supersedes any and all prior understandings, agreements, or writings regarding the subject matter of this Agreement. No representation, warranty, inducement, promise, or agreement, oral or otherwise, has been made by or to any Party concerning this Agreement or its exhibits other than those contained and memorialized in this Agreement and its exhibits. This Agreement may be amended or modified

only by a written instrument signed by all the Parties (or their successors in interest) and approved by the Court.

16.7 *Authority to Execute.* The Parties represent and warrant that they have reviewed the Agreement, have conferred with counsel, and agree in all respects to its terms. By execution of this Agreement, the entities signing this Agreement warrant that they have the full authority to execute this Agreement and to bind the Party on whose behalf they are executing this Agreement.

16.8 *No Assignment.* The Parties represent and warrant that they have not assigned or otherwise transferred any right, title, or interest in or to any claim, cause of action, or demand that was or could have been, or ever could be, asserted and that are released in this Agreement.

16.9 *Receipt of Advice of Counsel.* Each of the Parties acknowledges, agrees, and warrants that he, she, or it has fully read this Agreement, received independent legal advice with respect to the advisability of entering into this Agreement and the legal effects of this Agreement, and fully understands the effect of this Agreement. Each also warrants that he, she, or it is acting on his, her, or its independent judgment and upon the advice of his, her, or its counsel and not in reliance on any warranty or representation, express or implied, of any nature or kind by any other Party, other than the representations expressly made in this Agreement.

16.10 *Agreement Binding on Successors in Interest.* This Agreement will be binding on, and inure to the benefit of, the heirs, executors, administrators, trustees, parents, successors, and assigns of the Parties, including any corporation, trust, partnership, or other entity into which any of the Parties has merged or with which it has been consolidated or in the future may merge or consolidate.

16.11 *Choice of Law; Forum.* The construction, interpretation, effect, and validity of this Agreement and any ancillary documents necessary to effectuate it will be governed by, and

interpreted according to, the laws of the State of North Carolina, without regard to choice or conflicts-of-law principles, except to the extent that Federal law requires that Federal law govern. Any dispute relating to this Agreement will be brought exclusively in the United States District Court for the Eastern District of North Carolina.

16.12 *Time Extensions.* The Parties reserve the right, on the agreement of all of them and subject to the Court's approval, to make any reasonable extension of time or related time modification to the exhibits annexed to this Agreement that might be necessary to carry out any of the provisions of this Agreement.

16.13 *Invalidation of Material Provision.* In the event any one or more of the Material provisions contained in this Agreement will for any reason be found or held to be invalid, illegal, or unenforceable in any respect, this Agreement will not be binding on a Party without the consent of that Party to the change resulting from such a finding or holding.

16.14 *Notices.* All notices to counsel provided for in this Agreement will be sent by e-mail with a hard copy sent by overnight mail to:

Class Counsel:

Katharine Woomer-Deters
Jason Pikler
Carlene McNulty
NORTH CAROLINA JUSTICE CENTER
P.O. Box 28068
Raleigh, NC 27611
kate@ncjustice.org
jason.pikler@ncjustice.org
carlene@ncjustice.org

Stuart T. Rossman
NATIONAL CONSUMER LAW CENTER
7 Winthrop Square, 4th Floor
Boston, MA 02110
srossman@nclc.org

Defendants' Counsel:

Scott Bayzle
Melanie Black Dubis
Corri Hopkins
PARKER POE ADAMS & BERNSTEIN LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601
scottbayzle@parkerpoe.com
melaniedubis@parkerpoe.com
corrihopkins@parkerpoe.com


Joseph Aviv
HONIGMAN LLP
39400 Woodward Avenue
Suite 101
Bloomfield Hills, MI 48304-5151
javiv@honigman.com

16.15 *Execution in Counterparts.* The Parties may execute this Agreement in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by exchange of e-mailed (in .pdf format) executed signature pages, and any signature so transmitted will be deemed an original signature.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Agreement as of August 31, 2023.

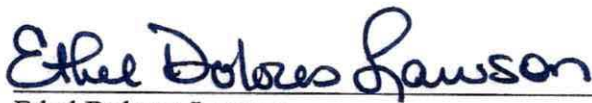
PLAINTIFF IRMA RODRIGUEZ
(As Named Plaintiff and as Class Representative)



Irma Rodriguez

Date: August 31, 2023

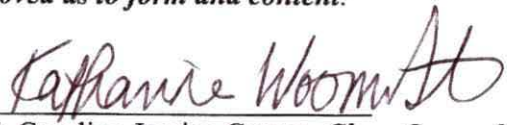
PLAINTIFF ETHEL DOLORES LAWSON
(As Named Plaintiff and as Class Representative)

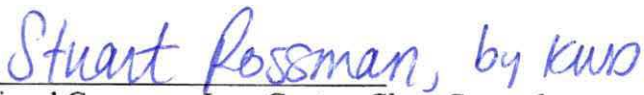


Ethel Dolores Lawson

Date: August 31, 2023


Approved as to form and content:

By: 
North Carolina Justice Center, *Class Counsel*
Date: August 31, 2023
NC Bar No. 33892

By: 
National Consumer Law Center, *Class Counsel*
Date: August 31, 2023
MA BBO # 430640


IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Agreement as of ~~July 31~~^{August}, 2023.

RIVERSTONE COMMUNITIES, LLC



Name: James L. Bellinson
Title: Its Manager
Date: August 31, 2023

INDIAN CREEK PARENT, LLC




Name: James L. Bellinson
Title: Its Authorized Signatory
Date: August 31, 2023

INDIAN CREEK MHP, LLC




Name: James L. Bellinson
Title: Its Authorized Signatory
Date: August 31, 2023

INDIAN CREEK DEALER, LLC



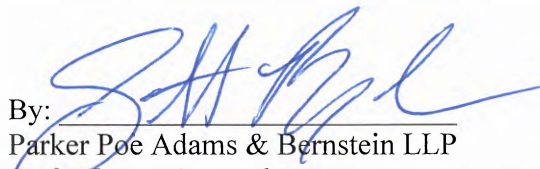
Name: James L. Bellinson
Title: Its Authorized Signatory
Date: August 31, 2023

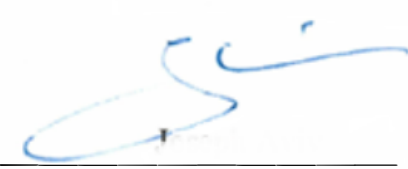
INDIAN CREEK ASSOCIATION, LLC



Name: James L. Bellinson
Title: Its Authorized Signatory
Date: August 31, 2023

Approved as to form and content:


By: _____
Parker Poe Adams & Bernstein LLP
Defendants' Counsel
Date: August 31, 2023


By: _____
Honigman LLP
Defendants' Counsel
Date: August 31, 2023

Contingent Option to Purchase Manufactured Home Addendum

In exchange for the sum of \$2,712.94, (the "Option Fee" which includes sales tax), the receipt of which is hereby acknowledged, Landlord hereby grants to Tenant an Option to purchase the manufactured home at any time during the term of this Lease, in its then current "as-is" and "where-is" condition, for a total purchase price of \$27,129.38, which includes sales tax, provided Tenant meets the credit and other requirements of Landlord and the Community.

The Tenant may exercise its right to the option to purchase the manufactured home at any time during the term of this Lease by paying the following fees, as additional rent, (together the "Closing Costs"): (1) A one-time \$150 Title Administration Fee to facilitate the Seller's costs to transfer title and registration to buyer, and (2) All actual title transfer and registration fees. Estimated title transfer and registration fees are: \$250 for a single wide home, or \$400 for a double wide home. Fees vary by state. Actual title transfer fee and tag registration fee will post to tenant's ledger upon receipt of title transfer and registration from the issuing government office. Upon payment of the Closing Costs, the Tenant shall be entitled to enter into a purchase agreement for the home and appliances under the terms and conditions provided in this Addendum. Tenant shall have no right to purchase the home site.

During the term of this Lease, if the Landlord incurs repairs or expenses in the maintenance and/or replacement of the roof, the price to be paid for the manufactured home shall be increased by the actual costs paid by the Landlord, including any labor and materials. A copy of the invoice or other documents showing the expense of such major repairs or expenses shall be provided on request to the Tenant and the purchase price in this Option to Purchase Manufactured Home Addendum shall be considered amended to include those costs upon payment by the Landlord.

The right to exercise the option to purchase shall terminate upon the expiration of this Lease or if this Lease is terminated. Tenant may exercise the option to purchase by delivering to Landlord, no later than 30 days prior to the expiration of the term of this Lease, written notice of Tenant's election to purchase the manufactured home with the payment set forth above. Upon Landlord's receipt of such notice, Tenant and Landlord shall execute Landlord's standard form purchase and sale agreement then in use at the Community, and the sale of the manufactured home to Tenant shall be closed in accordance with such agreement.

At the closing of the sale of the manufactured home, a credit will be allowed towards the purchase price consisting of the outstanding Option Fee plus \$406.94 of each of the total 60 monthly home rent payments previously paid by Tenant pursuant to this Lease, which excludes taxes, assessments, capital expenditure reimbursements and utility costs

The right to the option to purchase is contingent upon the Tenant paying the rent and all other charges of any type whatsoever on time during the term of this Lease. If the Tenant is late by more than 5 days on the rent payments, the Tenant forfeits the Option Fee and the amount of rent payments that would otherwise be applied to the purchase price of the home.

Contingent Option to Purchase Manufactured Home Addendum

If this box is checked, this Option is contingent upon Landlord's receipt of good title, which tenant acknowledges is a difficult and time-consuming process with regard to previously owned mobile homes. If, in Landlord's sole and absolute discretion, title cannot be acquired, then Landlord's sole responsibility will be to credit the Option Fee to the Tenant's Ledger for application to delinquent, current and/or future amounts due by the Tenant to the Landlord of any kind whatsoever. Tenant hereby acknowledges, that upon the crediting of the Option Fee to their Tenant Ledger, that this Option will terminate, and they will have no rights to the home. At that point, Landlord may, in its sole and absolute discretion, offer to enter into an agreement to rent the home to the Tenant.

As allowed by law, Landlord possesses, without title, and has a statutory lien right to, the abandoned manufactured home. Landlord, at its sole cost, will use commercial best efforts to obtain good title to the abandoned manufactured home, from the owner of record or otherwise as allowed by law, which may involve a period of six months or more.

Tenant acknowledges and accepts the current title status of the abandoned home and agrees to cooperate with Landlord's efforts to obtain good title. Initial ^{DS} EW Initial

At the closing, Tenant and Landlord shall enter into the standard form of lease then in use at the Community for rental of the home site and Tenant shall accept, acknowledge delivery, and be governed by the Community's Prospectus as delivered by Landlord.

DocuSigned by:
Ethel Dolores Lawson
-2D93F23C382B445...

Tenant - Ethel Dolores Lawson

2/28/2019

Date

DocuSigned by:
Donald Mawyer
-2C7563CE1C47449...

By: Agent, Landlord

2/28/2019

Date

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA Please Read this Legal Notice—It May Affect Your Rights

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

This notice is a summary only. For more information, go to www.IndianCreekClassAction.com or call 1-800-xxx-xxxx (English/Español)

Este documento está disponible en español en: www.IndianCreekClassAction.com.

GENERAL INFORMATION

A federal court has taken the first step in approving a settlement of a class action that may affect your rights. The case involves the Indian Creek Overlook Mobile Home Park in Garner, North Carolina (“Indian Creek”).

The court in charge of this case is the United States District Court for the Eastern District of North Carolina (“Court”). The case is called *Irma Rodriguez and Ethel Dolores Lawson v. Riverstone Communities, LLC, et al.*, Civil Action No. 5:21-CV-486-D. The case is assigned to Judge James C. Dever III.

The case was filed as a class action by Irma Rodriguez and Ethel Dolores Lawson (“Plaintiffs”). The companies being sued are called Defendants. “Defendants” are Riverstone Communities, LLC, Indian Creek Parent, LLC, Indian Creek MHP, LLC, Indian Creek Dealer, LLC, and Indian Creek Association LLC.

What is this case about?

This case makes claims for people who signed an attachment to their lease at Indian Creek titled, “Contingent Option to Purchase Manufactured Home Addendum” (“Purchase Option”). The Purchase Option that you and your household signed provided an opportunity for your household to purchase the mobile home (but not the land on which it sits) (“Mobile Home”) under certain terms and conditions and in consideration for your household’s payment of an option fee (“Option Fee”). The amount of the Option Fee that you paid is stated in the first line of your Purchase Option, which is attached to your Indian Creek lease.

In this case, Plaintiffs claim that Defendants violated the law by:

- Failing to provide required information and consumer protections to Indian Creek residents who signed a Purchase Option;
- Failing to maintain and repair certain Mobile Homes in which residents who signed a Purchase Option resided;
- Filing eviction proceedings against certain residents who signed a Purchase Option; and
- Charging residents who signed a Purchase Option a fee called an “HOA” fee.

You can read more about the claims here: www.IndianCreekClassAction.com. Defendants deny they did anything wrong. The Court has not made a decision either way.

Questions? Call 1-800-xxx-xxxx, or visit www.IndianCreekClassAction.com

What is a class action?

A class action is a type of lawsuit in which one or more people represent a group of people who have similar claims. The people who bring the case are called “class representatives” (in this case, Irma Rodriguez and Ethel Dolores Lawson are the “Class Representatives”). Each person in the group is called a “Class Member” and together they make up the “Class.”

In a class action, the court decides issues for all Class Members in a single case, unless someone decides that they do not want to be part of the Class and chooses to exclude themselves (by “opting out”) from the Class. Class actions can allow a large group of people to all get relief in one case without needing to hire their own personal attorneys and without having to go to court individually.

Why is there a settlement?

Both Plaintiffs and Defendants have agreed to the terms of a settlement. This means they have come to an agreement instead of continuing with more legal action. By doing this, they can avoid the risks, delays, and costs of more court proceedings, among other things. The attorneys who represent the class, called “Class Counsel,” think that the settlement is the best option for all of the Class Members. Even though the parties have agreed to a proposed settlement, Judge Dever will decide whether the settlement will be approved.

How do I know if I am part of the settlement?

The Court has preliminarily approved a Class for settlement (“Settlement Class”). The Settlement Class is made up of all persons who both:

- (1) signed a Purchase Option with one or more Defendants for a Mobile Home at Indian Creek; and
- (2) resided in that Mobile Home at Indian Creek any time on or after October 15, 2017.

If you received this Notice, you are part of the Settlement Class according to Defendants’ records.

The Court has also preliminarily approved a subclass. The subclass is called the “Unexercised Option Subclass” and it is made up of Settlement Class Members who both:

- (i) continue to reside at Indian Creek as of the “Effective Date” of the Settlement Agreement (which means the fifth business day after the Court gives final approval to the settlement and all deadlines for appeal and review have expired); and
- (ii) have not, as of the Effective Date, exercised his/her/their Purchase Option to purchase their Mobile Home by making all required payments provided in the Purchase Option.

If you meet the above requirements, you are eligible to be a member of the Unexercised Option Subclass. If your household exercises its Purchase Option and purchases the Mobile Home before the Effective Date, you will still be part of the Settlement Class (unless you choose to opt out), but you will not be eligible for the additional benefits available to members of the Unexercised Option Subclass.

SETTLEMENT BENEFITS—WHAT YOU GET

What are the terms of the settlement?

If approved, the settlement provides the following benefits to Class Members:

- Defendants will pay \$1,020,000 into a settlement fund. That amount will be divided among the participating Settlement Class Members after deducting the amounts approved by Judge Dever to pay for attorneys' fees and expenses of Class Counsel, service awards for the two Class Representatives, and the costs and fees of managing the settlement. The amount of the settlement fund that will be distributed to participating Class Members is the "Settlement Fund Balance."

In addition, Class Members who still live at Indian Creek and have not yet purchased the Mobile Home (the "Unexercised Option Subclass") will receive the following benefits:

- Defendants will make repairs and perform maintenance that is required of landlords under North Carolina law, until such time as your household exercises its Purchase Option to purchase the Mobile Home.
- Defendants will provide disclosures about the Mobile Home. The information provided will include, among other things, the title owner, make, model, year, and VIN number of the Mobile Home; any liens on the Mobile Home known to Defendants; the amount of payments that may be credited towards the purchase price of the Mobile Home; and the amount your household must still pay to exercise the Purchase Option and purchase the Mobile Home.
- Defendants will give Unexercised Option Subclass Members the choice to cancel their Purchase Option and get a refund of the Option Fee, if all household members agree.
- Defendants will give all Unexercised Option Subclass Members who choose to stay at Indian Creek (whether or not they choose to cancel the Purchase Option) an opportunity to enter into a new lease at Indian Creek.

How will the Settlement Fund Balance be divided among participating Class Members?

If the settlement is approved, each Class Member will receive a check for his/her portion of the Settlement Fund Balance. The Settlement Fund Balance will be divided among Class Members on a *household* basis. A single Purchase Option may have been signed by more than one Class Member. All Class members who signed a single Purchase Option (and who were designated as a "tenant" on that form) will be considered collectively as a single "Household." The Settlement Fund Balance will be divided up as follows:

- a. Payment to All Class Members. Most of the Settlement Fund Balance will be distributed on a *pro rata* basis depending on how long your Household lived at Indian Creek since October 15, 2017. The longer your Household lived there, the higher your Household's allocated payment will be. Assuming full participation among all Class Members, the average amount allocated to a Household would be approximately \$6,000. If your Household lived at Indian Creek from October 2017 until now, your Household's allocated payment would be approximately \$10,000.
- b. Option Fee Reimbursement to Former Residents: Your Household will receive a refund of your Option Fee from the Settlement Fund if all members of your Household: 1) are former residents of Indian Creek (*i.e.*, you all no longer live at Indian Creek), and 2) signed the Purchase Option on or after October 15, 2017, and 3) did not exercise their Purchase Option. This amount ranges between approximately \$2,500 to approximately \$5,100, depending on your Household's particular Purchase Option.
- c. Payments for Class Members Who Had Eviction Papers Filed Against Them: If your Household had any eviction proceeding (also called a "summary ejection") filed against any of its members from October 15, 2017, to [Execution Date], your Household will receive a payment in the amount of \$5,000.

Uncashed Checks. If checks cannot be delivered to some Class Members or Class Members do not cash their checks, then those funds will be distributed to Class Members who have cashed a prior distribution check, as long as the check amount is at least \$10. Any amounts remaining in the Settlement Fund Balance after this process may be distributed as directed by the Court for purposes that will benefit the public. The money will not go back to Defendants.

HOW YOU GET THE BENEFITS OF THE SETTLEMENT

Do I need to do anything to get a cash payment from the Settlement Fund Balance?

No. You do not need to do anything to remain in the Class. By remaining in the Class, you will get a payment automatically, assuming the Court approves the settlement.

When will I get my cash payment?

Payments will not be made until after the Court grants final approval and all appellate and review deadlines have expired. The Court will hold a hearing on _____, 2023 at _____ a.m. in Courtroom ____ at the United States Courthouse, 310 New Bern Avenue, Raleigh, N.C. 27601, to decide whether to finally approve the settlement. Even if the Court approves the settlement, there may be appeals. It is always uncertain whether there will be an appeal and if so, when it will be resolved. Resolving appeals can take time, often more than a year. Please be patient.

What should I do if I want to cancel my Purchase Option and get my Option Fee back?

If the Court approves the settlement, you will be given an opportunity at a later date to cancel your Purchase Option and get your Option Fee back. Only Class Members who still live in Indian Creek and have not yet exercised their Purchase Option will be provided with

Questions? Call 1-8xx-xxx-xxxx, or visit www.IndianCreekClassAction.com

information about their home and about canceling their Purchase Options. They will also be provided with a Right-to-Cancel Form from the “Settlement Administrator,” with instructions on how you exercise your right to cancel and get back the Option Fee you paid when you signed the lease. The Settlement Administrator is American Legal Claims Services, LLC. If you choose to cancel the Purchase Option, you will have no further right to purchase the Mobile Home. You can only cancel your Purchase Option if all members of your Household agree.

What if more than one Class Member signed a Purchase Option?

As explained above, Class Members who signed a Purchase Option together for the same Mobile Home will be considered a single “Household.” The Settlement Fund Balance will be allocated on a *Household* basis. The amount that your Household will receive will be divided equally among all the Class Members in your Household.

If more than one person signed the Purchase Option as a “tenant,” each co-tenant will be considered a separate Class Member. However, individuals who are listed as mere “occupants” on a lease or Purchase Option with Defendants are not considered Class Members.

If multiple Class Members signed a single Purchase Option as co-tenants for one Mobile Home, then all of them need to agree to cancel the Purchase Option. If even one Class Member who signed as a co-tenant does not want to cancel the Purchase Option, the Purchase Option will not be cancelled.

What am I giving up to get my cash payment and the other Class benefits?

Class Members release or give up the right to sue, or be part of any other lawsuit against the Released Parties about the claims released in this settlement (which include all matters at issue in the case). It also means that all of the decisions by the Court will bind you. The “Released Parties” and “Released Claims” are defined in the Settlement Agreement and Release (“Settlement Agreement”). The Settlement Agreement is available at the following website: www.IndianCreekClassAction.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the settlement, you can take yourself out of the Class by “opting out.” To opt out of the settlement, you must send a letter by mail saying that you want to be excluded from *Irma Rodriguez, et al. v. Riverstone Communities, LLC, et al.*. That letter must include your name, address, telephone number, and your signature. To be effective, your opt-out request must be post-marked by no later than _____, 2023, and be mailed to:

Rodriguez v. Riverstone
c/o Settlement Administrator
PO Box 23369
Jacksonville, FL 32241

Questions? Call 1-8xx-xxx-xxxx, or visit www.IndianCreekClassAction.com

You cannot opt out of the Class by telephone or e-mail. If you opt out of the Class, you will not receive any money or other benefits from the settlement, you cannot object to the settlement, and neither you nor Defendants will be legally bound by anything that happens in the case regarding you.

OBJECTING TO THE SETTLEMENT

Can I tell the Court if I do not like the settlement?

Yes, as long as you do not opt out of the Class. If you are a Class Member, you have the right to object to the settlement if you don't agree with any part of it. You should explain why you object and why you think the Court should not approve the settlement. The Court will take your views into consideration when deciding whether or not to approve the settlement. To object, you must file your objection with the Court and deliver written objections to Class Counsel and Defendants' counsel, postmarked no later than _____, 2023. You must also state (1) your name, address, and telephone number, (2) the name of this case and the case number, (3) a clear statement of each objection; and (4) an explanation of specific reasons for each objection.

The address for Class Counsel, Defendants' counsel and the Court is:

<u>Class Counsel</u>	<u>Defendants' Counsel</u>	<u>Court</u>
Kate Woomer-Deters NORTH CAROLINA JUSTICE CENTER PO Box 28068 224 South Dawson Street Raleigh, NC 27611 (27601)	Scott Bayzle PARKER POE ADAMS & BERNSTEIN LLP PO Box 389 Raleigh, NC 27602	United States District Court for the Eastern District of North Carolina Clerk of Court PO Box 25670 310 New Bern Avenue Raleigh, NC 27611 (27601)

You may object only if you stay in the Class. Excluding yourself (*i.e.*, opting out) is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no reason to object because the case does not affect you.

THE LAWYERS REPRESENTING YOU

Do you have a lawyer in this case?

Yes. The Court has approved the following attorneys to represent you and the other Class Members:

Katharine Woomer-Deters, Carlene McNulty, and Jason Pikler of the North Carolina Justice Center in Raleigh, NC; and

Stuart Rossman of the National Consumer Law Center in Boston, MA.

Questions? Call 1-8xx-xxx-xxxx, or visit www.IndianCreekClassAction.com

These lawyers are called Class Counsel. You will not be charged individually for these lawyers. If you want to be represented by your own lawyer, you may hire a lawyer at your own expense.

How will class counsel be paid?

Class Counsel will ask the Court for attorneys' fees of thirty percent (30%) of the settlement amounts paid by Defendants. The maximum amount they will ask for as attorneys' fees is \$300,000. The attorneys will only receive this amount if the Court approves their request. In addition to attorneys' fees, Class Counsel will also request reimbursement of expenses they have incurred while litigating this case on behalf of the Class.

The fees that Class Counsel is asking for would cover the work they have done in this case. This includes investigating the facts, litigating the case, negotiating the settlement, filing legal papers with the Court, and oversight of future implementation of the settlement, including fielding inquiries from Class Members. The Court could award less than the amount requested by Class Counsel.

Will the Class Representatives receive an award to compensate them for their efforts?

Class Counsel will ask the Court to approve special awards of \$7,000 each for Irma Rodriguez and Ethel Dolores Lawson, who are the Class Representatives in this case. These awards would be compensation for the time and effort they have dedicated to this case over the past two years. It is important to recognize that without their hard work, this case would not have been filed, and no one would have received any of the cash payments and other benefits that will result from the settlement.

THE COURT'S FAIRNESS HEARING

When and where will the Court decide to approve the settlement?

The Court will hold a hearing (called the "Final Approval Hearing") to decide whether to approve the settlement. During this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will take them into account. Additionally, the Court will also decide the request for attorneys' fees for Class Counsel and service awards for the Class Representatives.

You may attend the Final Approval Hearing and you may ask permission to speak, but you don't have to. If you wish to speak at the hearing, you or your personal lawyer (if you have one) must send a letter stating that it is your "Notice of Intention to Appear in *Irma Rodriguez, et al. v. Riverstone Communities, LLC*, Civil Action No. 5:21-CV-486-D." Your Notice of Intention to Appear must be filed or mailed so as to be postmarked no later than _____, 2023, and be sent to the Clerk of Court, P.O. Box 25670, 310 New Bern Avenue, Raleigh, NC 27611 (27601) and to the Settlement Administrator at Rodriguez v. Riverstone, c/o Settlement Administrator, PO Box 23369, Jacksonville, FL 32241. You cannot

Speak at the hearing if you do not file the "Notice of Intention" or if you have opted out of the settlement.

The Final Approval Hearing will be held before Judge Dever at the following time and place:

United States Courthouse
310 New Bern Avenue,
Raleigh, NC 27601

GETTING MORE INFORMATION

This notice provides a summary of the proposed settlement. For more detailed information, you can obtain a copy of the Settlement Agreement by visiting the website **www.IndianCreekClassAction.com** or by calling toll free **1-8xx-xx-xxxx**. The website will be updated regularly.

Please do not call the Judge or Clerk of Court; they cannot give you advice about this case.

IF YOUR ADDRESS HAS CHANGED FROM THE ADDRESS SHOWN ON THE ENVELOPE, OR IF YOUR ADDRESS CHANGES BEFORE YOU RECEIVE A CHECK IN THE MAIL, YOU MUST NOTIFY THE SETTLEMENT ADMINISTRATOR. YOU CAN CONTACT THE SETTLEMENT ADMINISTRATOR BY E-MAIL OR IN WRITING, AT THE ADDRESS PROVIDED BELOW:

Rodriguez v. Riverstone Address Change
c/o Settlement Administrator
PO Box 23369
Jacksonville, FL 32241
E-Mail: info@IndianCreekClassAction.com

Questions? Call 1-8xx-xxx-xxxx, or visit www.IndianCreekClassAction.com

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Action No. 5:21-CV-486-D

IRMA RODRIGUEZ and ETHEL)
DOLORES LAWSON, on behalf of)
themselves and all others similarly situated,)
)
Plaintiffs,)

v.)

RIVERSTONE COMMUNITIES, LLC,)
INDIAN CREEK PARENT, LLC,)
INDIAN CREEK MHP, LLC,)
INDIAN CREEK DEALER, LLC, and)
INDIAN CREEK ASSOCIATION, LLC,)
)
Defendants.)

[Proposed Order]

**PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING
CLASS AND SUBCLASS FOR PURPOSES OF SETTLEMENT,
DIRECTING NOTICE TO CLASS, AND SCHEDULING FAIRNESS HEARING**

WHEREAS, Plaintiffs Irma Rodriguez and Ethel Dolores Lawson, on behalf of themselves and the Settlement Class (“Plaintiffs”), and Defendants Riverstone Communities, LLC, Indian Creek Parent, LLC, Indian Creek MHP, LLC, Indian Creek Dealer, LLC, and Indian Creek Association, LLC (“Defendants”) (collectively referred to as the “Parties”), have executed a Settlement Agreement and Release (“Settlement Agreement”) resolving this action;

WHEREAS, the Settlement Agreement sets forth the terms and conditions of a proposed class action settlement and Plaintiffs have moved, pursuant to Fed. R. Civ. P. 23(e) and (g), for an Order seeking preliminary approval of that class action settlement, certifying a class for settlement, appointing settlement class counsel, directing notice to the class, and scheduling a fairness hearing (“Motion”);

Having duly considered the Settlement Agreement, the Motion, and arguments of counsel of record, it is hereby ORDERED that the Motion is GRANTED, subject to the following terms and conditions:¹

Class Certification for Settlement Purposes Only

1. The proposed Settlement Agreement submitted with the Motion is preliminarily approved, pending the notice and formal approval process set forth herein.

2. Based on the submissions of the Parties, and for purposes of this settlement only, the Court conditionally makes the following findings:

- a. As defined in the Settlement Agreement, the members of the Settlement Class and the Unexercised Option Subclass are ascertainable and so numerous as to make joinder impracticable;
- b. There are questions of law and fact common to the Settlement Class Members and the Unexercised Option Subclass Members and such questions predominate over any questions affecting only an individual Settlement Class Member or Unexercised Option Subclass Member;
- c. Plaintiffs' claims are typical of the claims of the Settlement Class Members, and Plaintiff Irma Rodriguez's claims are typical of the Unexercised Option Subclass Members;
- d. Plaintiffs and their counsel can fairly and adequately protect, and have fairly and adequately protected, the interests of the Settlement Class Members and Unexercised Option Subclass Members in this action; and

¹ Capitalized terms not otherwise expressly defined in this Order shall have the meaning ascribed to them by the Parties in the Settlement Agreement.

e. A class action is superior to other available methods for fairly and efficiently resolving the controversies placed at issue in this action.

3. Accordingly, for settlement purposes only, pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the Court preliminarily certifies the Settlement Class and Unexercised Option Subclass defined as:

Settlement Class: All persons who both (i) signed a Purchase Option with one or more Defendants for a Mobile Home and (ii) resided in that Mobile Home at Indian Creek at any time on or after October 15, 2017; provided, however, that the Settlement Class does not include those persons excluded as set forth below.

Unexercised Option Subclass: All Settlement Class Members who both (i) reside at Indian Creek on the Effective Date and (ii) have not, as of the Effective Date, exercised his/her/their Purchase Option. For clarification purposes, a Former Resident (*i.e.*, any Settlement Class Member who does not reside at Indian Creek on the Effective Date) is not in the Unexercised Option Subclass. For further clarification, if a Settlement Class Member resides at Indian Creek on the Effective Date but has already exercised his or her Purchase Option (*i.e.*, has purchased the Mobile Home) as of the Effective Date, then that Settlement Class Member is not in the Unexercised Option Subclass.

Excluded from the Settlement Class (and, thus, also excluded from the Unexercised Option Subclass) are: (i) any person who signed a Purchase Option, but who, instead of paying the Option Fee, purchased the Mobile Home in one payment; (ii) any person who timely and properly excludes him/herself from the Settlement Class as provided in the Settlement Agreement; (iii) any person employed by any Defendant during the Class Period; and (iv) the Court and the Court's immediate family.

The Effective Date is the fifth business day after all of the following events have occurred:

- a. Entry of this Order;
- b. Final approval by the Court of the Settlement Agreement, following notice to Settlement Class Members and a Fairness Hearing; and

- c. Entry by the Court of a Final Approval Order and a final judgment and the expiration of any time for appeal or review from the Final Approval Order and final judgment, or if any appeal is filed and not dismissed, after the Final Approval Order and final judgment is upheld on appeal in all material respects and is no longer subject to review on appeal or discretionary review by the United States Court of Appeals for the Fourth Circuit or by the United States Supreme Court.

Class Counsel and Class Representatives

4. Katharine Woomer-Deters, Jason Pikler, and Carlene McNulty of the North Carolina Justice Center and Stuart Rossman of the National Consumer Law Center are appointed as Class Counsel.

5. Irma Rodriguez and Ethel Dolores Lawson are appointed as representatives of the Settlement Class. Irma Rodriguez is also appointed as representative of the Unexercised Option Subclass.

Preliminary Approval

6. The Settlement Agreement is preliminarily approved as describing a settlement that is within the range of settlements that the Court would find to be fair, reasonable, and adequate.

7. The Court's preliminary approval is subject to the right of any Settlement Class Member to challenge the Settlement Agreement and to show cause, if any exists, why a Final Approval Order and final judgment dismissing this Action with prejudice based on the Settlement Agreement should not be entered, after due and adequate notice has been provided to the Settlement Class Members and a fairness hearing has been held as otherwise ordered herein.

8. The Court finds that the Settlement Agreement resulted from good-faith bargaining and arm's-length negotiations, extensive investigation, and in-depth preparation of and response to Defendants' motion to dismiss, and that the terms of the proposed Settlement Agreement are sufficiently fair and reasonable so as to warrant notice thereof to the Settlement Class, and to warrant a hearing concerning the settlement and the terms set forth in the Settlement Agreement.

Fairness Hearing

9. A hearing (the "Fairness Hearing") shall be held before this Court on _____, 2023 at _____ a.m./p.m., or as soon as practical after Class Counsel files a motion for final approval, to determine whether:

- a. The Settlement Class and Unexercised Option Subclass provisionally certified herein in fact satisfy each of the prerequisites for class certification set forth in Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3);
- b. The settlement proposal described in the Settlement Agreement is fair, reasonable, and adequate;
- c. Orders granting final approval of the Settlement Agreement, entering final judgment and dismissing the Complaint with prejudice, as provided in the Settlement Agreement, should be entered; and
- d. The applications of Class Counsel for the payment of attorneys' fees and expenses and Plaintiffs' service awards should be approved.

10. At the Fairness Hearing, the Court will consider any objections presented by the Settlement Class Members and the Parties' responses to any such objections.

Pre-Hearing Notice

11. The Court finds that the manner and content of the Class Notice as set forth in the Settlement Agreement (and in the exhibits to the Settlement Agreement) will provide the best notice practicable to the Settlement Class Members under the circumstances.

12. Within 7 days of entry of this Order, Defendants will provide the Settlement Administrator with the information enumerated in Section 7.2 of the Settlement Agreement, including the names and, if known, the mailing and electronic mail addresses of all putative Settlement Class Members. The Settlement Administrator will have 45 days from entry of this Order to send the Class Notice by first-class mail and by electronic mail, if available, as well as posting of the Class Notice on the Settlement Website.

13. The Defendants shall provide the notification required under 28 U.S.C. § 1715 to the applicable federal and state agency.

Requests for Exclusion from Class

14. Any Settlement Class Member who wishes to be excluded from the proposed settlement must send a written request for exclusion to the Settlement Administrator no later than forty-five (45) days from the date on which the Class Notice is mailed (the “Class Notice Mailing Date” as defined in the Settlement Agreement).

15. To be valid, requests for exclusion must contain the following:

- a. The full name, address, and signature of the person requesting exclusion;
and
- b. A statement that the person wishes to be excluded from the settlement.

16. Any Settlement Class Member who does not submit a timely and valid written request for exclusion meeting the conditions described in the foregoing paragraph shall be bound

by the final settlement and by all subsequent proceedings, orders and judgments in this Action, even if such person has pending or subsequently initiates litigation or other proceedings against any Released Parties relating to matters or the claims released in this Action.

Objections to Settlement

17. Any Settlement Class Member who does not submit a timely and valid written request for exclusion may object to the fairness, reasonableness, or adequacy of the settlement.

18. Settlement Class Members may not seek to exclude themselves from the Settlement Class and file an objection to the proposed settlement, however.

19. Any Settlement Class Member who wishes to object to any aspect of the Settlement Agreement must deliver to Class Counsel and Defendants' Counsel, and file with the Court, no later than forty-five (45) days from the Class Notice Mailing Date, a written statement of his/her objection(s).

20. Written objections must:

- a. Provide the Settlement Class Member's name and current mailing address;
- b. Be signed by the Settlement Class Member;
- c. Include a statement of the Settlement Class Member's specific objections;
and
- d. State the grounds for objection, as well as identify any documents that the objector desires the Court to consider.

21. Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense.

22. Any Settlement Class Member who fails to comply with the provisions of the subsections concerning objections 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 the settlement and by all proceedings, orders and judgments in this Action.

Retention of Administrator

23. The Court appoints American Legal Claims Services, LLC as the Settlement Administrator.

24. American Legal Claims Services, LLC shall do the following:

- a. Implement and administer the Notice Program as set forth in Section 7.3 of the Settlement Agreement, including the dissemination of Class Notice to Settlement Class Members as set forth in Section 7.3.1 and establishing and maintaining the Settlement Website as set forth in Section 7.3.2;
- b. Receiving, processing, and maintaining opt-out requests (or “Exclusion Requests” as defined in the Settlement Agreement), and sending copies of same to Class Counsel, Defendants’ Counsel, and, if requested, the Court;
- c. Respond to inquiries from Settlement Class Members received through the Settlement Website or by mail;
- d. Assist Class Counsel with other aspects of the settlement as necessary and directed by Class Counsel;
- e. Report to Class Counsel, and upon request Defendants’ Counsel, regarding the completion of the tasks identified in this paragraph;
- f. Issue other reports and provide any and all files, documents, and data related to the Settlement Agreement, upon request, to Class Counsel;
- g. Carry out other related tasks in accordance with the terms of the Settlement Agreement; and

- h. Agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Settlement Administrator pursuant to the Settlement Agreement and its exhibits and amendments (if any).

Effect of Final Approval

25. If the settlement proposed by the Parties is finally approved, the Court shall enter a separate order approving the settlement, entering final judgment and dismissing, with prejudice, the Class Action Complaint and the Action. That separate order, if issued, will direct the Settlement Administrator to implement and administer the terms of the Settlement Agreement that are to occur after the Effective Date (including, but not limited to, determination of the amounts owed to each Settlement Class Members from the Settlement Fund, the distribution of the Settlement Fund, dissemination of the Information Sheet, dissemination and processing of the Right-to-Cancel Forms, etc.).

26. Such Final Approval Order and final judgment shall be fully binding with respect to all Settlement Class Members and shall release each and every Defendant, along with any person, partnership, firm, corporation, limited liability company, trust, organization, or other entity in which any one or more of Defendants has a controlling interest or which is or was legally related to, or affiliated with, any one or more of Defendants, and their respective past or present members, managers, directors, officers, employees, insurers, reinsurers, sureties, attorneys, agents, partners, principals, advisors, investment advisors, auditors, accountants, and trustees, and all persons or entities who might be claimed to be jointly and severally liable with him, her, or it, from any and all duties, obligations, claims, actions, causes of action, damages, or liabilities, whether arising under local, state, or Federal law, whether by Constitution, statute, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or

equity, or contract, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, that (i) were raised or could have been raised in the Action or (ii) relate to the tax treatment for any payments made to Settlement Class Members pursuant to the Settlement Agreement or any tax forms provided to Settlement Class Members by the Settlement Administrator.

Schedule

27. The following deadlines shall apply unless modified by further order of the Court:
 - a. Defendants shall provide the information enumerated in Section 7.2 of the Settlement Agreement to the Settlement Administrator within 7 days of entry of this Order.
 - b. Class Notice in the form of Exhibit B to the Settlement Agreement shall be sent to Class Members via first class mail and electronic mail, if available, and made available on the Settlement Website, as provided in the Settlement Agreement within 45 days of entry of this Order.
 - c. Class Counsel shall file with this Court their petition for an award of attorneys' fees and reimbursement of expenses and request for incentive awards to the Named Plaintiffs no later than 30 days after the Class Notice Mailing Date.
 - d. Any Exclusion Requests shall be submitted to the Settlement Administrator within 45 days of the Class Notice Mailing Date.
 - e. Any objections to the Settlement Agreement shall be filed with the Court within 45 days from the Class Notice Mailing Date.

EXHIBIT D

INFORMATION SHEET
[DATE OF MAILING]

You are receiving this Information Sheet because all of the following apply to you:

- Neither you, nor any member of your household, validly requested to be excluded from the settlement;
- You signed an addendum to your lease at Indian Creek Overlook entitled “Contingent Option to Purchase Manufactured Home Addendum” (“Purchase Option”);
- You have lived at Indian Creek Overlook at any time since October 15, 2017;
- You still have at least one member of your household living in Indian Creek Overlook when this Information Sheet was mailed; and
- Neither you, nor anyone in your household, has exercised the Purchase Option you signed (in other words, neither you nor anyone in your household has purchased the mobile home).

Section I: Household Members

The following persons signed the Purchase Option and are considered members of your household (“Your Household”):

Household Member # 1: _____

Household Member # 2: _____

Household Member # 3: _____

Household Member # 4: _____

Household Member # 5: _____

Because of this Settlement, Your Household has the right to cancel the Purchase Option. If every member of Your Household decides to cancel, Your Household will get a refund of the money paid as the “Option Fee.” If Your Household wants to cancel the Purchase Option, Your Household must do so within 60 days from the day this Information Sheet was mailed (which is identified on the top of the first page of this document). To cancel the Purchase Option, the attached Right-to-Cancel Form must be completed and returned within that 60-day time period.

Information About Your Household’s Purchase Option:

Current title owner of the mobile home: _____

Year of the mobile home: _____

Make of the mobile home: _____

Model of the mobile home: _____

Vehicle Identification Number (VIN) of the mobile home: _____

Name of any entity that, to Indian Creek’s knowledge, has a lien on the mobile home as of date this Information Sheet is mailed: _____

[*To be included only if a lien actually exists on the manufactured home:* A lien exists on this manufactured home. The lien holder could foreclose on this mobile home, even if you have made all your payments.]

Amount of the Option Fee paid (and not previously reimbursed) by Your Household:	
Total amount of payments that may be credited towards the purchase price of the mobile home (as of <i>date</i>)*:	
*Payments made by members of Your Household after the above date will not be reflected here.	
How much Your Household must still pay in order to exercise the Purchase Option and purchase the mobile home:	

You do not have to pay any personal property taxes on the Mobile Home unless and until Your Household exercises the Purchase Option. If Your Household exercises the Purchase Option and becomes the owner of the Mobile Home, Your Household will be responsible for personal property taxes on the Mobile Home. It is not known what the personal property tax amount will be in future years.

Section II: Residents Who Elect to Cancel their Purchase Option:

If Your Household cancels the Purchase Option, and Your Household currently has a lease that lasts for 12 months or *less* with Indian Creek Overlook Mobile Home Park, Your Household will have the opportunity to enter into new 12-month leases (one to lease a mobile home and the other to lease a lot) where the members of Your Household will be tenants only without the option to purchase the mobile home.¹ The new leases will include rent for both your manufactured home and the lot space.

- The new leases will have a duration of 12 months.
- The new leases will have a monthly rate of mobile home rent of \$ _____ and a monthly rate of lot rent of \$ _____.

Once these 12-month leases end, Indian Creek may raise the rent amount for the home and/or the lot, and/or they may choose not to renew Your Household’s leases.

Members of Your Household are not required to sign these new 12-month leases if they do not want to. However, if any one member of Your Household decides not to sign the new 12-month leases, there is no guarantee that You or any member of Your Household can continue living at Indian Creek Overlook MH park after your current lease ends.

If you cancel your Purchase Option, Indian Creek Overlook MHP will treat you as a tenant. They will make all repairs and perform such maintenance to the mobile home as is required of landlords under N.C. Gen. Stat. § 42-42.

Section III: Residents Who Do Not Cancel Their Purchase Option:

If Your Household does not cancel the Purchase Option, then the following applies:

- Your Household’s Purchase Option will still be valid and you will continue to have an option to purchase the mobile home under the terms and conditions stated in the Purchase Option that you already signed.
- No one in Your Household will receive a refund of the Option Fee.
- All terms and conditions of the lease and Purchase Option will still apply. However, the following will also apply, even if they are different from terms in the initial lease and Purchase Option:
 - After the lot lease expires, Your Household will have the opportunity to enter a new *lot* lease that will have a duration of 12 months.²
 - The new *lot* lease will have a monthly rate of lot rent of \$ _____.

¹ This provision does not apply to Class Members who have received written notice prior to [redacted] (Subclass Disclosure Date) that they are in default of their existing leases and will not receive a new 12-month lease.

² This provision does not apply to Class Members who have received written notice prior to [redacted] (Subclass Disclosure Date) that they are in default of their existing leases and will not receive a new 12-month lease.

- This amount is for lot rent only. You still owe the same amount in mobile home rent as is listed in your existing lease with Indian Creek.
- Other fees and charges that will be charged in your new lease:
 - Indian Creek Overlook MHP will make all repairs and perform such maintenance to the manufactured home as is required of landlords under N.C. Gen. Stat. § 42-42 until you exercise your Purchase Option and Indian Creek provides you the paperwork necessary to transfer title to Your Household.
 - If Your Household defaults on its payments to Indian Creek before Your Household exercises your Purchase Option, Your Household will have 30 days to cure any default by making the required payments. If Your Household fails to do so within the 30 days, your Purchase Option can be forfeited.

Any other changes to the new 12-month lease:

Questions about this Information Sheet can be directed to the following Class Counsel:

Katherine Woomer-Deters

Jason Pikler

[CONTACT INFO] (English/Español)

EXHIBIT E
(Right-to-Cancel Form)

Este documento está disponible en español en: www.IndianCreekClassAction.com.

As an additional benefit of the *Rodriguez et al. v. Riverstone Communities, LLC et al.* settlement, class members who have not already exercised their Purchase Options and received the paperwork from Riverstone to obtain title to their homes will have the right to cancel their Purchase Option contract and, by canceling, to obtain a refund of their "Option Fee."

NOTE: If Your Household cancels the Purchase Option, the Purchase Option will be null and void. That means no member of Your Household will be able to purchase the mobile home.

To cancel the Purchase Option, **each** person who signed the Purchase Option (even if they no longer live at Indian Creek) must agree to cancel. And, each must *sign* this form. If not all members of Your Household agree to cancel (and sign this form), the Purchase Option will remain in effect. The members of Your Household are listed on the Information Sheet which accompanies this document. The members are also identified on the signature page to this document.

This Right- to-Cancel form must be filled out and signed by all members of Your Household (as identified below) and returned to the Settlement Administrator **within 60 calendar days** of the date the Information Sheet was sent to you.

Mail the completed form to:

Rodriguez v. Riverstone
c/o Settlement Administrator
PO Box 23369
Jacksonville, FL 32241

The Information Sheet was sent to you on: _____ (date certain).

If you wish to cancel your Purchase Option, you must fill out and sign this form before _____ (date certain).

Total Number of Class Members in Household: _____

The below-signed Class Members wish to CANCEL the Purchase Option.

We understand that by canceling the Purchase Option, we will no longer have the right to purchase the mobile home. We also understand that we will only be renters with no option to purchase.

We understand that, in order for this cancellation to be valid, all members of our Household must agree to cancel the Purchase Option and must sign below. If any signature is missing, then we acknowledge this Right-to-Cancel form will be invalid.

By signing below, we hereby acknowledge and agree that we have no rights to purchase the mobile home and our Purchase Option will be null and void.

Names/Signatures of Each Class Member in Household:

Class Member 1: _____ Signature: _____ Date: _____

Class Member 2: _____ Signature: _____ Date: _____

Class Member 3: _____ Signature: _____ Date: _____

Class Member 4: _____ Signature: _____ Date: _____

Class Member 5: _____ Signature: _____ Date: _____

By signing above, you declare under penalty of perjury under the laws of the United States of America, that you are the Class Member identified next to your signature.

We direct the Settlement Administrator to reimburse our Option Fee as follows (place a check mark next to the choice that you want to select):

Pay the entire Option Fee to the following Household Member: _____

If Check is Being Sent to One Household Member, send it to this address:

Split the Option Fee evenly between all Household Class Members identified below.

If the check is being split evenly between all Household Class Members, send the checks to the following addresses:

Address for Household Member # 1: _____

Address for Household Member # 2: _____

Address for Household Member # 3: _____

Address for Household Member # 4: _____

Address for Household Member # 5: _____