

CASA de Maryland, Inc, et al. v. Arbor Realty Trust Inc., et al.;

Civil Action No. 8:21-cv-01778-DKC; United States District Court for the District of Maryland

If you resided in an apartment at Bedford Station or Victoria Station near University Blvd., in Langley Park, MD, between July 19, 2018, and May 23, 2022, you may be entitled to a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

If you are a class member, your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim and Release Form Deadline: February 7, 2024	The only way to get a cash payment.
Exclude Yourself Deadline: January 8, 2024	Get no payment. This is the only option that allows you to possibly ever be part of any other lawsuit concerning your residency at the Bedford Station or Victoria Station apartment complexes including claims against Bedford United, LLC, Victoria United, LLC, Hyattsville United, LLC, Arbor Management Acquisition Company, LLC, Arbor Realty Trust, Inc., Arbor Realty SR, Inc., Arbor Realty Limited Partnership, and Realty Management Services, Inc. and relates to the legal claims in this case. Exclude yourself by submitting a request to the Settlement Administrator and Parties as explained below.
Object Deadline: January 8, 2024	Write to the Court about why you do not agree with the Settlement but remain a class member.
Go To a Hearing Deadline: March 8, 2024	Ask to speak in Court about the fairness of the Settlement, but you must remain a class member to speak.
Do Nothing	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice. Additional information is available at **BedfordandVictoriaStationSettlement.com**.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

1. Why did I get this notice package?

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, certain current and prior tenants of the Bedford Station and Victoria Station apartment complexes, near University Boulevard in Langley Park, Maryland (“Bedford and Victoria Station Apartment Complexes”) who submitted a claim and release form will receive the settlement benefits described in this notice.

The Court in charge of the case is the United States District Court for the District of Maryland and the case is known as *Casa de Maryland, Inc., et al. v. Arbor Realty Trust, Inc., et al.*, Civil Action No. 8:21-cv-01778-DKC.

This notice summarizes the proposed settlement and your rights. For the precise terms and conditions of the settlement, please see the settlement agreement available at BedfordandVictoriaStationSettlement.com, contact the Settlement Administrator at 1-800-657-1193 or contact Class Counsel at the address listed in Part 19 below, access the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.mdd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT CONTACT THE

COURT DIRECTLY. The Court cannot provide you with legal advice or any opinion regarding the lawsuit or proposed settlement.

2. What is this lawsuit about?

This lawsuit arises out of the alleged conditions at the Bedford and Victoria Station Apartment Complexes. The lawsuit claims that between July 19, 2018 and May 23, 2022 (the “Class Period”) the Bedford and Victoria Station Apartment Complexes were not habitable and that Bedford United, LLC, Victoria United, LLC, Hyattsville United, LLC, Arbor Management Acquisition Company, LLC, Arbor Realty Trust, Inc., Arbor Realty SR, Inc., Arbor Realty Limited Partnership, and Realty Management Services, Inc. (the “Defendants”) breached their lease agreements with leaseholders by failing to provide habitable housing. The Defendants deny that they have done anything wrong.

The Amended Complaint in this action is posted on BedfordandVictoriaStationSettlement.com and contains all of the allegations and claims asserted against the Defendants.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, both sides agreed to a settlement. That way, they avoid the costs and risk of a trial, and the people affected will receive compensation. The Class Representatives and Class Counsel think the Settlement is best for Class Members who believe they were injured.

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

If you received this notice in the mail without requesting it, leasing records show you may be a current or former tenant of an apartment covered by this settlement. But you should verify that you are a Class Member according to the definition below.

The Court has decided that everyone who fits the following description is a Class Member:

All current and prior Tenants who resided at the Bedford and Victoria Station Apartment Complexes between July 19, 2018, and May 23, 2022.

6. Which companies are included in the “Defendants”?

The Defendants are Bedford United, LLC, Victoria United, LLC, Hyattsville United, LLC, Arbor Management Acquisition Company, LLC, Arbor Realty Trust, Inc., Arbor Realty SR, Inc., Arbor Realty Limited Partnership, and Realty Management Services, Inc. d/b/a Ross Management.

7. If I resided in an apartment at Bedford Station or Victoria Station but I don’t think my apartment has or had a problem, am I included?

Yes, you are still included in the Class and are entitled to benefits as long as you resided in an apartment at Bedford and Victoria Station Apartment Complexes during the Class Period, even if you did not have a complaint about your apartment or even if you were not a signatory on the lease.

8. I’m still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call **1-800-657-1193** and ask for assistance in determining whether you are a member of the Class or you can visit BedfordandVictoriaStationSettlement.com, which contains a complete list of addresses within the Bedford and Victoria Station Apartment Complexes. The website also contains additional details about the Settlement.

If you are a Class Member, the Claim and Release Form is attached to this Notice.

9. What does the Settlement provide?

In accordance with the Settlement Agreement, Bedford United, LLC, and Victoria United, LLC, must place Three Million Dollars (\$3,000,000) in a court-approved fund to settle this matter.

The Settlement provides for a monetary payment to the class members. The exact amount of any final payment to the class will depend on the Court’s award of attorneys’ fees and expenses, the Court’s award of class representative incentive awards, and the costs of

settlement administration. The eligible payment amount will be calculated by the Settlement Administrator once all of these other costs are known. Your fraction of this per-apartment payment will be based on the duration of your tenancy during the Class Period: between July 19, 2018 and May 23, 2022.

10. What if there are multiple people who lived in my apartment at the same time I did?

In order to be included in the Settlement, you must have resided in an apartment at the Bedford and Victoria Station Apartment Complexes any time during the Class Period: between July 19, 2018 and May 23, 2022.

If you resided in an apartment at the Bedford and Victoria Station Apartment Complexes during this period, but someone else also resided in the same apartment either before or after you and also during this time period, you will each receive payment based on how long you each resided in the apartment within the Class Period.

If multiple people resided in the same apartment at the same time and each of them files a valid Claim and Release Form, the Settlement Administrator will write a single check payable to all co-residents of the apartment.

11. How can I get a payment?

To qualify for a payment, you must send in a Claim and Release Form and all required documentation. A Claim and Release Form is attached to this Notice. Read the instructions carefully, fill out the form, include all documents the form asks for, sign it, and mail it postmarked no later than February 7, 2024. You may also complete this Claim and Release Form online at BedfordandVictoriaStationSettlement.com with the login information provided with your Claim and Release Form.

Payments will be made, at the class member's election, by check mailed to approved class members or by a digital method. Checks will be valid for 90 days. Settlement class members may request that the Settlement Administrator reissue a check for one additional 90-day period for good cause shown.

12. When would I get a payment?

The Court will hold a hearing called a "Final Approval Hearing" on March 8, 2024, at 10:00 a.m. Eastern Time to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

13. What am I giving up if I remain in the Class?

Unless you exclude yourself, you will remain a member of the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants related to the legal issues in this case. You are giving up or "releasing" the Defendants from any and all actions, causes of actions, claims, demands that have been or could have been asserted in any form by Class Members, including but not limited to, claims based on statutory or regulatory violations, tort (excluding personal injury and wrongful death), contract, common law causes of action, and any claims for damages (including any compensatory damages, special damages, consequential damages, punitive damages, statutory fines or penalties, attorneys' fees, costs and any equitable relief), direct or indirect, whether or not currently unknown, arising out of, based upon or related in any way to the allegations set forth in the First Amended Complaint, which is available at BedfordandVictoriaStationSettlement.com.

It also means that all of the Court's orders will apply to you and legally bind you.

14. How do I get out of the Settlement?

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Class.

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from CASA de Maryland, Inc., et al. v. Arbor Realty Trust, Inc., et al, No. 8:21-cv-01778-DKC (D. Md.). Be sure to include your name, address, telephone number, and your signature. Your exclusion request must clearly state your desire not to be included in the Settlement. You must mail your exclusion request postmarked no later than January 8, 2024 to:

CASA v Arbor, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241-3680

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

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims that this settlement resolves. If you have a pending lawsuit related to the claims at issue in this case, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **January 8, 2024**.

16. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you do not send in a Claim and Release Form to ask for money, and you will not receive any money.

17. Do I have a lawyer in this case?

The Court has asked Jonathan Nace and Zachary Kelsay of Nidel & Nace PLLC; and P. Joseph Donahue of The Donahue Law Firm, LLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel may ask the Court for attorneys' fees up to \$900,000, plus costs and expenses reasonably incurred in the Litigation. Class Counsel will also request court approval of Service Awards to the Class Representatives in the amount of \$7,500 each. Class Counsel will file the request, along with all supporting documents, at least 14 days prior to the Final Approval Hearing on March 8, 2024. The Fee and Service Award Application and all supporting papers will be available for your review on the settlement website at BedfordandVictoriaStationSettlement.com. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

You are not required to make any payments to Class Counsel in this action.

19. How do I tell the Court that I don't like the Settlement?

You can tell the Court that you don't agree with the Settlement or some part of it. If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must send a letter saying that you object to CASA de Maryland, Inc., et al. v. Arbor Realty Trust, Inc., et al., No. 8:21-cv-01778-DKC (D. Md.) and you must specifically state your objections. Your objection must include the following:

- Your name, address, email address (if any), and phone number;
- Documentary proof of membership in the Settlement Class;
- The case caption, CASA de Maryland, Inc., et al. v. Arbor Realty Trust, Inc., et al; Case No. 8:21-cv-01778-DKC (D. Md.);
- The specific legal and factual bases for your objection, including the address or the apartment you resided in at the Bedford and Victoria Station Apartment Complexes during the Class Period;
- A list of all cases in which you have objected to a class action settlement, including case name, court, and docket number;
- If you are represented by counsel, a list of all cases in which your counsel has represented an objector in objecting to a class action settlement, including the case name, court, and docket number;
- If you are represented by counsel, the name, address, bar number, and telephone number of your counsel;
- A statement indicating whether you and/or your counsel intend to appear at the Final Fairness Hearing;
- A list of witnesses, if any, that you intend to call;
- Whether the objection relates only to you, to a subset of the Settlement Class, or to the entire Settlement Class; and
- Your signature.

You must mail your objection to each of the three places below, postmarked no later than January 8, 2024:

Courthouse

U.S. District Court for the
District of Maryland
6500 Cherrywood Lane
Greenbelt, MD 20770

Class Counsel

Jonathan B. Nace
Zachary Kelsay
Nidel & Nace, PLLC
One Church Street, Suite 802
Rockville, MD 20850

Defendants' Counsel

Amanda R. Lawrence
Sarah B. Meehan
Orrick Herrington & Sutcliffe LLP
2001 M St. NW, Suite 500
Washington, DC 20036

P. Joseph Donahue
The Donahue Law Firm, LLC
18 West Street
Annapolis, MD 21401

Scott T. Sakiyama
Orrick Herrington & Sutcliffe LLP
353 N. Clark St., Suite 3600
Chicago, IL 60654

20. What's the difference between objecting and excluding myself?

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

basis to object because the case no longer affects you.

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

The Court will hold a hearing to decide whether to approve the Settlement on March 8, 2024 at 10:00 a.m. You may attend and you may ask to speak, but you don't have to. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have attended and who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. At the hearing, the Court will decide whether to approve the Settlement.

You may ask the Court for permission to speak and call witnesses at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Fairness Hearing for the Settlement in Casa De Maryland, Inc., et al. v. Arbor Realty Trust, Inc., et al, Civil Action No. 8:21-cv-01778-DKC (D. Md.);
- The reasons you want to be heard;
- A list of witnesses you intend to call, including their address and a summary of their proposed testimony;
- A detailed description of any evidence you intend to offer;
- Copies of any papers, exhibits, or other evidence of information that is to be presented to the Court at the Final Fairness Hearing; and
- Your signature.
- You must submit your Notice of Intention to Appear no later than January 8, 2024, to the Settlement Administrator, Courthouse, Settlement Class Counsel, and Defendants' Counsel using the addresses listed in Part 19.

22. Do I have to participate in the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

Any Class Member who has not submitted a timely request for exclusion may appear at the Final Approval Hearing either in person or through an attorney. However, if the class member intends to appear through counsel, the class member must have submitted a written objection pursuant to this section. Any lawyer who intends to appear at the Final Fairness Hearing also must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the Response Deadline. Any Settlement Class Member who intends to request the Court to allow him or her to call witnesses at the Final Fairness hearing must make such a request in a written brief, which contains a list of such witnesses and a summary of their requested testimony. These written notice requirements may be excused upon a showing of good cause.

23. What happens if I do nothing at all?

If you do nothing at all, you'll get no money from this settlement. But if you resided in an eligible apartment at the Bedford and Victoria Station Apartment Complexes during the Class Period, unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues in this case ever again. If the settlement receives final approval from the Court, the settlement will be legally binding on all class members. The full terms of the release, which will bind all class members as to the claims in Casa de Maryland, Inc., et al. v. Arbor Realty Trust, Inc., et al, Civil Action No. 8:21-cv-01778-DKC (D. Md.), against the Defendants and certain affiliates and related entities are set forth in the Settlement Agreement, which is on file with the Court and accessible at the link referenced below. Please see the response to question 11: How can I get payment? for more information on how to submit a Claim and Release Form.

24. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement as well as other information on the Settlement by visiting:

BedfordandVictoriaStationSettlement.com