

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA

*Baller v. Brookfield Properties Multifamily, LLC*, Case No. RG20061383

If you are or were a tenant of a residential property in California owned or managed by Brookfield Properties Multifamily, LLC, Forest City Residential Management, LLC, or Uptown Housing Partners, LLC at any time from May 11, 2016, to May 11, 2020 and you were charged a late fee during that time, this class action lawsuit may affect your rights.

A state court authorized this notice. This is not an advertisement. You are a potential Class Member in this lawsuit. **PLEASE READ THIS NOTICE ENTIRELY.**

- A former Uptown Housing tenant in California has brought a class action lawsuit against Brookfield Properties Multifamily, LLC, Forest City Residential Management, LLC, Uptown Housing Partners, LLC and their subsidiaries (“Defendants”), arguing that Defendants’ “6% of the monthly rent” late fee policy violates California law, specifically California Civil Code section 1671(d).
- The Court has ruled that the lawsuit can proceed, for settlement purposes, as a “Class Action” on behalf of one “Class” of tenants. According to Defendants’ records, you are potentially a member of the following class:  
All of Defendants’ California residential tenants who at any time from May 11, 2016, to May 11, 2020 (the “Class Period”), were charged one or more late rent fees under Defendants’ standard lease late fee provision (6% of the monthly rent) and paid said fees to any of Defendants.
- The Court has not yet decided whether Defendants did anything wrong, and Defendants contend their late fee policy complies with the law. By doing nothing, you will get money from the Settlement in this case. However, your legal rights are affected, and **you have two options at this point:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
<b>REMAIN PART OF THE CLASS (REQUIRES NO ACTION BY YOU AT THIS TIME)</b>	<b>Stay in this lawsuit. Keep right to recover money in this case. Give up right to bring your own case.</b> By doing nothing, you will get money from the Settlement in this case. But you may give up the right to bring your own independent lawsuit against Defendants challenging its late fee policy.
<b>ASK TO BE EXCLUDED FROM THIS CASE (REQUIRES ACTION BY AUGUST 15, 2022)</b>	<b>Exclude yourself from this lawsuit. Get no benefits from it. Keep the right to bring your own case.</b> If you ask to be excluded, you cannot recover any money through this case. But you will keep the right to bring your own case against Defendants challenging their late fee policy.
<b>YOU MAY CHOOSE TO OBJECT (REQUIRES ACTION BY AUGUST 15, 2022)</b>	<b>You can object to this lawsuit either in writing or orally at the Fairness Hearing.</b> Written objections must be submitted to the Settlement Administrator by mailing them to <i>Baller v. Brookfield Properties</i> , c/o Kroll Settlement Administration, P.O. Box 225391, New York, NY 10150-5391. Written objections must be postmarked on or before <b>August 15, 2022</b> , to be considered timely. Oral objections can be made at the Fairness Hearing on <b>October 4, 2022, at 3pm PT</b> at the Alameda County Superior Court, Department 23, 1221 Oak Street, Oakland, California 94612.

## BASIC INFORMATION

### 1. **Why did I get this notice?**

Defendants' records show that you lived at one of Defendants' properties in California between May 11, 2016, and May 11, 2020, and that you were charged at least one late fee under the "6% of the monthly rent" late fee provision in Defendants' standard lease. The Court has allowed, or "certified," for purposes of settlement, a class action lawsuit on behalf of a tenant who was charged such fees. You have legal rights and options that you may exercise before the Court holds a trial. A trial may be necessary to decide whether the claims being made against Defendants are valid. The Honorable Bradley Seligman, a Judge in the County of Alameda in the Superior Court of the State of California, is overseeing this lawsuit. The case is called *Marc Baller, et al., v. Brookfield Properties Multifamily, LLC, et al.*, Case No. RG20061383.

### 2. **What is this lawsuit about?**

This lawsuit is about whether the late fees that Defendants and their subsidiaries charge to tenants in California comply with California law. Specifically, Plaintiff claims that Defendants violated California Civil Code Section 1671(d), which governs certain fees in residential leases. Plaintiff alleges, among other things, that the late fee amount was not based upon a reasonable endeavor by Defendants to estimate and recover the actual costs incurred when tenants pay their rent late. Defendants contend that the late fee provision is lawful. The Court has not yet decided whether Defendants violated the law.

You can read the Plaintiff's Complaint at [www.BrookfieldSettlement.com](http://www.BrookfieldSettlement.com).

### 3. **What is a class action and who is involved?**

In class action lawsuits, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representative is called the Plaintiff. The persons or entities they sue (in this case, Defendants and their subsidiaries) are called the Defendants. One court resolves the issues for all Class Members. The Court has appointed the Plaintiff's lawyers (names and contact information below) to represent the Class.

### 4. **What is the Plaintiff asking for?**

Plaintiff is asking the Court to find that Defendants "6% of the monthly rent" late fee provision is unlawful, and to require Defendants to return all late fees that its California tenants paid under that provision. Defendants cannot recover money from Class Members as a result of this lawsuit.

Plaintiff also seeks recovery of attorneys' fees, the costs of bringing the lawsuit, and interest. The Court has not yet ruled on the merits of any of the positions taken by Plaintiff or Defendants.

### 5. **What can I get from the Settlement?**

Defendants have agreed to create a Settlement Fund of up to \$325,000. After class action notice and administration fees and costs, a service payment to the Class Representative, and Class Counsel's attorneys' fees and costs are deducted, the entire remaining amount (estimated to be \$175,000) ("Net Settlement Amount") will be available to be paid to all Class Members who do not Opt-Out on a pro rata basis ("Settlement Class") in the amount of approximately \$100 per Class Member. In addition, Defendants have agreed to not charge their tenants in California more than 4% of the monthly rent for a period of five years.

**6. How are attorneys' fees paid?**

Attorneys' fees and Named Plaintiff Incentive Award will be paid out of the Settlement Fund, in the amounts as ordered by the Court.

**WHO IS INCLUDED IN THE LAWSUIT?**

**7. The class of tenants.**

This case covers a class of tenants who were subject to a late fee policy.

You are receiving this notice because you are a potential member of the "Class," which consists of tenants who were charged a late fee described in Defendants' standard lease: "6% of the monthly rent" between May 11, 2016, and May 11, 2020 and paid said fees to any of Defendants.

**8. Can I be part of this lawsuit?**

We believe you are a member of the Class. You will automatically be included as a member of this class unless you take affirmative steps to Opt-Out of this case. This class consists of people who: (1) lived at one of Defendants' properties in California between May 11, 2016, and May 11, 2020; and (2) were charged at least one late fee under Defendants' "6% of the monthly rent" late fee provision. Both current and former tenants can be part of this lawsuit.

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

If you are still not sure whether you are included, you can get free help by contacting the Settlement Administrator. You may call toll-free **1-833-910-4492** or write to *Baller v. Brookfield Properties*, c/o Kroll Settlement Administration, P.O. Box 225391, New York, NY 10150-5391.

**YOUR LEGAL RIGHTS AND OPTIONS**

**10. What happens if I do nothing at all?**

If you do nothing, you will automatically be included as a member of the Settlement Class, which means that you will receive a portion of the Net Settlement Amount. If you do nothing now, you will not be able to sue the Defendants as part of any other lawsuit about the late fee charges at issue in this lawsuit. You will also be legally bound by all orders and judgments of the Court as to the Class.

**11. Why would I ask to be excluded?**

You have the right to exclude yourself from this lawsuit. This is also called an "Opt-Out" of the class. If you exclude yourself, you won't get any money from this lawsuit. You will keep the right to pursue your own claims with lawyers of your own choice, provided you pursue those claims within certain legal deadlines. If you do exclude yourself so that you can start your own lawsuit against Defendants, you should talk to your own lawyer right away to determine any deadlines you have.

**12. What do I need to do to exclude myself from the settlement?**

If you want to keep the right to sue Defendants or any of the Released Parties on your own and at your own expense about the issues in this case, then you must take steps to exclude yourself from the settlement. To exclude yourself from the settlement, you must send a letter by United States first class mail to the Settlement Administrator, containing: (1) the title of the Action; (2) your full name, address, and telephone number; and (3)

a signed statement that you request to be excluded from the Settlement Class. Be sure to include your name, address, telephone number and signature. If you decide to exclude yourself, your letter requesting exclusion from the settlement must be postmarked no later than **August 15, 2022**, and mailed to:

*Baller v. Brookfield Properties*  
c/o Kroll Settlement Administration  
P.O. Box 225391  
New York, NY 10150-5391

If you request exclusion from the Settlement, you will not get any settlement benefits and you cannot object to the terms of the Settlement. And you will not be legally bound by anything that happens in this lawsuit.

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

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this settlement resolves.

**14. How do I tell the Court that I don't like the settlement?**

You can ask the Court to deny approval by filing an objection or by making an oral objection at the Fairness Hearing. If the Court denies approval, no settlement payments will be sent out to anyone, and the lawsuit will continue.

All written objections and supporting papers must include: (1) the name and case number of the lawsuit (*Baller v. Brookfield Properties Multifamily, LLC.*), Alameda County Superior Court Case No. RG20061383); (2) the objector's full name and postal address; (3) a written statement of all grounds for the objections accompanied by any legal support for such objections; (4) copies of any papers, briefs or other documents upon which the objection is based; (5) a written statement as to whether the objector intends to appear at the Final Approval Hearing; and (6) a statement confirming whether the objector or the objector's counsel intend to appear personally at the Fairness Hearing.

Written objections must be submitted to the Settlement Administrator by mailing them to *Baller v. Brookfield Properties*, c/o Kroll Settlement Administration, P.O. Box 225391, New York, NY 10150-5391. Written objections must be postmarked on or before **August 15, 2022**, to be considered timely.

**15. What's the difference between objecting and excluding?**

Objecting is 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, you have no basis to object because the case no longer affects you. You cannot both object to and exclude yourself from the Settlement. Any persons who attempt both to object to and exclude themselves from the Settlement will be deemed to have excluded themselves and will forfeit the right to object to or participate in the Settlement or any of its terms.

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

The Court will hold a Fairness Hearing regarding the Settlement on **October 4, 2022, at 3pm PT** at the Alameda County Superior Court, Department 23, 1221 Oak Street, Oakland, California 94612. At that 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 asked to speak at the Hearing. The Court also will decide how much to pay to Class Counsel and the Class Representative. After the Hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long those decisions will take.

The Fairness Hearing date or time may be changed without further notice. Any change to the Fairness Hearing date or time will be posted on the Settlement Website, [www.BrookfieldSettlement.com](http://www.BrookfieldSettlement.com).

**17. Do I Have to Come to the Hearing?**

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

**THE LAWYERS REPRESENTING THE CLASS**

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

The Court appointed the Plaintiff's lawyers ("Class Counsel") in this case to represent the Class. Those lawyers are: Tobener Ravenscroft LLP, in San Francisco, California. The Court determined that these attorneys are qualified to represent the interests of the Class in this lawsuit. More information about this firm, their practices, and their lawyers' experience is available on their website: [www.tobenerlaw.com](http://www.tobenerlaw.com).

The following attorneys from the firm are handling the case, and you may contact them with any questions you have about the case:

**TOBENER RAVENSCROFT LLP**

Jacqueline Ravenscroft, Esq.

Julia O. Wobbe, Esq.

21 Masonic Avenue, Suite A

San Francisco, California 94118

**19. Should I get my own lawyer?**

You may if you want, but you do not need to hire your own lawyer, because Class Counsel represent the Class of which you are a member. For example, you can hire a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. If you hire your own lawyer, you will be responsible for the charges that lawyer requires you to pay for representing you.

**20. How will Class Counsel get paid?**

Class Counsel will request that the Court allow a portion of the Settlement Fund to be used to pay attorneys' fees and costs. Any such award of attorneys' fees would be subject to Court approval. You will not have to pay Class Counsel any fees or expenses out of your own pocket.

**THE NEXT STEPS IN THE LAWSUIT**

**21. What happens next in the lawsuit?**

The parties must file a motion with the Court for Preliminary Approval of the Class Action Settlement. A Class Notice will be sent to all Class Members who will have a period of time to Opt-Out. Once the Class Action Settlement has been approved and all Class Members have had an opportunity to Opt-Out, the Settlement

Administrator will distribute the Net Settlement Amount to each Class Member who have not Opted-Out.

**22. Do I have to come to court?**

You do not need to appear in court to be a Class Member or to be eligible for a monetary recovery.

**23. Will I get money?**

Yes, all members of the Class who do not Opt-Out will be distributed an equal portion of the Net Settlement Amount.

**GETTING MORE INFORMATION**

**24. How can I get additional information?**

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release and other case documents through the Settlement Website, [www.BrookfieldSettlement.com](http://www.BrookfieldSettlement.com), by calling **1-833-910-4492**, or by writing to the Settlement Administrator at *Baller v. Brookfield Properties*, c/o Kroll Settlement Administration, P.O. Box 225391, New York, NY 10150-5391.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'eCourt Public Portal', at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number, and click 'Submit'. Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. To view the Register of Actions, go to the 'Search' tab at the top of the page, then select the 'Search by Case Number' enter the case number, select 'Search' and click the link to the case name. You will see the Register of Actions and more.

You also can contact Class Counsel:

**TOBENER RAVENSCROFT LLP**

Jacqueline Ravenscroft, Esq.

Julia O. Wobbe, Esq.

21 Masonic Avenue, Suite A

San Francisco, California 94118

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR CLERK OF THE COURT. DIRECT ALL INQUIRIES TO CLASS COUNSEL OR AN ATTORNEY OF YOUR OWN CHOOSING.**