

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO

Class Action Settlement Notice

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

On October 11, 2024, the Court granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Christian Yu, et al. v. Gleiberman Properties, Inc., et al.*, Case No. 37-2021-00008418-CU-OR-CTL, pending in San Diego County Superior Court (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant’s records show that you were a tenant in one of their California residential apartment communities and either your lease terminated (“Security Deposit Class Members”), and/or you were paid one or more late fees (“Late Fee Class Members”), from February 26, 2017 through October 11, 2024 (the “Class Period”). The Security Deposit Class Members and the Late Fee Class Members will be collectively referred to as the “Settlement Group Members.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement.

For Security Deposit Claims, if you submit a valid Claim Form (as explained below) and do *not* exclude yourself from this Settlement, you will be eligible to receive cash and relief from debts allegedly owed to Defendant related to your tenancy as provided in the Agreement. Late Fee Claims will be paid without a claim form. If you exclude yourself from the Settlement, you will not recover money or get debt relief, but you may pursue whatever individual claims you may have against Defendants. Per Defendant’s records, you are a part of the <<MemberStatus>> Class.

Whether or not you submit a Claim Form for Security Deposit Claims, your right to individually sue Defendants will be affected by this Settlement unless you exclude yourself, so please read this Notice carefully. If the Court approves the Settlement at the Final Approval Hearing on April 4, 2025, it will bind all Class Members who have not excluded themselves. If the Court does not approve the Settlement, the Lawsuit will continue.

What is this case about?

On February 26, 2021, a putative Class Action lawsuit was filed by Christian Yu in San Diego Superior Court alleging that, among others, Defendant GLEIBERMAN PROPERTIES, INC. violated California Civil Code Section 1950.5 when they allegedly unlawfully retained security deposits of more than \$125 for cleaning, repairs and/or replacements and committed unfair business practices related to their security deposit practices in California (the “Yu Action”). Defendant managed the following California apartment complexes during the Class Period: Andorra Apartments, Artesa at Menifee Town Center, Artist Walk, Atrium at West Covina, Atwood Apartments, Aya, Barham Villas, Bella Vista, Block C, Brix 325 Apartments, Canyon Villa Apartment Homes, Capitol 650, Carillon Apartment Homes, Cordova Park, Core, Country Hills, Creekside, Del Norte Place Apartment Homes, Domain San Diego, Eleanor (Milpitas), Eleanor Apts. (Sacramento), The Enclave at Warner Center, Evolve South Bay, Granada Villas, H16 Apartments, Hadley, Hendrix, Hills at Hacienda Heights, Las Positas Apartments, The Lexington, Luma, Madison Park, Marc San Marcos, Maris at Martinez Apartments, Marisol, Merge 56, Meridian Place Apartment Homes, Mitchell Place Apartments, Monte Vista Apartment Homes, North Pointe Apartments, Novo, Ontario Town Square Townhomes, Pacific Place, Pine at 6th, Pointe Luxe Apartment Homes, Preserve at Melrose, Pulse Millenia Apartments, Sage Canyon, Santa Rosa Apartments, Sienna Heights, Somerfield at Lakeside Apartment Homes, Sterling Village Apartment Homes, Stoneridge Apartment Homes, Terramonte Apts., Terramonte at La Verne Apts., The District Apartment Homes, The Herald Apartments, The Landing at College Square, The Marquee Apartments, The Platform Urban Apartments, The Rylan, The Tec, Tuscany Ridge Apts., Union Place, Victoria Arbors Apartment Homes, Waterfield Square Apartment Homes, Waterleaf Apts., Waterstone, and Woodlands West.

On August 9, 2021, a putative Class Action lawsuit was filed by Bianca Hazel and Rachel Whillier in San Diego Superior Court alleging that, among the same other defendants as the Yu Action, Defendant GLEIBERMAN PROPERTIES, INC. violated California Civil

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Code section 1671 by allegedly charging unlawful and/or excessive late fees to tenants in connection with the above-referenced California apartment complexes (the “Hazel & Whillier Action”).

On October 7, 2021, Plaintiffs Yu, Hazel, and Whiller (collectively “Plaintiffs”) filed a First Amended Complaint in the Yu Action (the “Operative Complaint”) to combine the Hazel & Whillier Action with the Yu Action and add the allegations that Defendant violated California Civil Code section 1671 therein. The Operative Complaint also alleges that Defendant defamed former tenants, damaged their credit, and impaired their ability to rent other apartments, by its collection, attempted collection, and reporting to third parties, of unsubstantiated move-out charges over and above these tenants’ retained security deposits; and that because of these alleged violations, Defendant caused its former tenants to suffer actual damages and committed unfair business practices.

Defendant denies all of Plaintiffs’ allegations and maintains it did not commit alleged conduct and did not violate California Civil Code sections 1950.5, 1671 or any other applicable law. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. But, to avoid additional expense, inconvenience, delay, and risks inherent in trial, the parties concluded that it is in their best interests and the interests of Settlement Group Members to settle the Lawsuit on the terms summarized in this Notice.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation and potential appeals.

If you are currently a resident at any of the foregoing residential apartment complexes owned or managed by Defendant, your decision about whether to participate in the Settlement will not affect your tenancy. California law strictly prohibits unlawful retaliation. Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Group Member because of their decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / Settlement Class Members:	Attorneys for Defendant:
ROBINSON MARKEVITCH LLP Jimmie Davis Parker (Cal. Bar No. 252023) 7812 Wing Flight Court San Diego, California 92119 jdp@robinsonmarkevitch.com HOGUE & BELONG Jeffrey L. Hogue (SBN 234557) jhogue@hoguebelonglaw.com Tyler J. Belong (SBN 234543) tbelong@hoguebelonglaw.com 170 Laurel Street San Diego, CA 92101 Telephone No: (619) 238-4720	FENNEMORE Shannon D. Sweeney (SBN 204868) ssweeney@fennemorelaw.com Michael A. Zarconi (SBN 288970) mzarconi@fennemorelaw.com 600 B Street, 17 th Floor San Diego, CA 92101 Telephone No: (619) 233-4100

What are the terms of the Settlement?

As part of the Settlement, the Court certified a class of all residential tenants in Defendant’s apartment complexes who (i) from February 26, 2017 through October 11, 2024 terminated their leases and had more than \$125 in condition-based move-out charges deducted from their security deposit; and/or (ii) from August 9, 2017 through October 11, 2024 were charged one or more late fees that were not waived or excused. Settlement Group Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below in the “Release” section.

The Settlement provides that Defendant will, subject to Court approval: (1) waive approximately \$4.5 million in claims against Class Members for condition-based move-out charges, (2) waive approximately \$150,000 in claims against Class Members for late fees; and (3) provide a cash fund of approximately \$4.8 million as payment to the Class to fully resolve all claims in the Lawsuit (“Cash Payment”),

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Settlement Administration Costs, Class Counsel's Attorneys' Fees and Costs, and the Class Representative Service Payments for a total settlement of approximately \$9,450,000.00 ("Total Settlement Amount").

The following deductions from the Total Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved CPT Group to act as the "Settlement Administrator," who is sending this Notice and Claim Form (if applicable) to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$120,000 from the Cash Payment to pay the Settlement administration costs.

Class Representative Service Payments. Class Counsel will ask the Court to award a total amount of \$22,500 for the Class Representative Service Payments, to compensate all three Plaintiffs for their service and extra work provided on behalf of the Settlement Group Members throughout this Lawsuit. The Court will decide whether to approve Class Counsel's request.

Class Counsel's Attorneys' Fees and Costs. Class Counsel will ask the Court for attorneys' fees and costs of up to 33^{1/3} percent of the Total Settlement Amount, consistent with the terms of the Settlement Agreement. The Court will decide whether to approve Class Counsel's request.

All Settlement Group Members who do not exclude themselves will get the benefits of the waiver of debt if they are indebted to Defendant as a result of qualifying charges. Only Settlement Group Members who submit a valid Claim Form or are a part of the Late Fee Claims Class (who are referred to herein as "Eligible Class Members") will be eligible to receive a cash payment.

The Court will hold the Final Approval Hearing on or about April 4, 2025 in Courtroom C-70 of Superior Court of the State of California for the County of San Diego, 330 West Broadway, San Diego, California 92101, to decide whether to approve the Settlement. If the Court approves the Settlement, and you have submitted a qualifying Claim Form or are a part of the Late Fee Claims Class, your settlement share will be mailed to you within approximately 30 days from the date of final judgment, unless there are objections or appeals. It is always uncertain when these issues can be resolved, and resolving them can take time.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Group Member who has not submitted a timely and valid Request for Exclusion, will release and discharge Defendant Gleiberman Properties, Inc., a California corporation; Gleiberman Investments, Inc. a California corporation; MG Andorra Apartments ASC LLC, a Delaware limited liability company; MG Andorra Apartments GG BLK LLC, a Delaware limited liability company; MG Andorra Apartments GG PKS LLC, a Delaware limited liability company; MG Andorra Apartments LLC, a Delaware limited liability company; MG Andorra Apartments MFT LLC, a Delaware limited liability company; MG Andorra Apartments TPV LLC, a Delaware limited liability company; MG Artesa Apartments GG PKS LLC, a Delaware limited liability company; MG Artesa Apartments JVP LLC, a Delaware limited liability company; MG Artesa Apartments LBI LLC, a Delaware limited liability company; MG Artesa Apartments LLC, a Delaware limited liability company; MG Artist Walk Apartments LLC, a Delaware limited liability company; MG Artist Walk Apartments UP PNG LLC, a Delaware limited liability company; MG Artist Walk Apartments WVT LLC, a Delaware limited liability company; MG Atwood Apartments Ria LLC, a Delaware limited liability company; MG Barham Villas Apartments LP; KRE Catalyst Aya Owner LP, a Delaware limited liability company; MG Bella Vista Apartments EKG, LLC, a Delaware limited liability company; MG Bella Vista Apartments TSI, LLC, a Delaware limited liability company; Block C One, LLC, a Delaware limited liability company; Block C Wrap, LLC, a Delaware limited liability company; GG Yolanda Apartments, LLC, a Delaware limited liability company; MG Canyon Villa Apartments BSR LLC, a Delaware limited liability company; MG Canyon Villa Apartments FSS LLC, a Delaware limited liability company; MG Canyon Villa Apartments L.P., a California limited partnership; KRE Catalyst Cap650 Owner LLC, a Delaware limited liability company; MG Carillon Apartments, LLC, a Delaware limited liability company; MG Carillon Apartments Sea, LLC, a Delaware limited liability company; KRE Catalyst Core Owner LLC, a Delaware limited liability company; BRE Cordova Park LLC, a Delaware limited liability company; MG Country Hills LP; BRE MG Creekside Village LP, a Delaware limited partnership; MG Del Norte Place Apartments, L.P., a California limited partnership; Domain San Diego Apartments Owner, LLC, a Delaware limited liability company; MG Eleanor Apartments CN3 LLC, a Delaware limited liability company; MG Eleanor Apartments CRS LLC, a Delaware limited liability company; MG Eleanor Apartments LLC, a Delaware limited liability company; MG Eleanor Apartments RAW LLC, a Delaware limited liability company; MG Eleanor Apartments RJY LLC, a Delaware limited liability company; MG Eleanor Apartments ZFT LLC, a Delaware limited liability company; MG E16 Apartments CN3 LLC, a Delaware limited liability company; MG E16 Apartments CRS LLC, a Delaware limited liability company; MG E16 Apartments LLC, a Delaware limited liability company; MG Enclave At Warner Center Apartments ACF, LLC, a Delaware limited liability company; MG Enclave At Warner Center Apartments APP, LLC, a Delaware limited liability company; MG Enclave At Warner Center Apartments SGC, LLC, a Delaware limited liability company; MG Evergreen Atrium LP, a California limited partnership; MG Evolve Apartments ASC LLC, a Delaware limited liability company; MG Evolve Apartments CLP LLC, a Delaware limited liability company; MG Evolve Apartments HAN LLC, a Delaware limited liability company; MG Evolve Apartments KRT LLC, a Delaware limited liability company; MG Evolve Apartments LLC, a Delaware limited liability company; MG Evolve Apartments MZG LLC, a Delaware limited liability company; MG Falcon Street LLC, a California limited liability company; BRE MG Granada Villas LLC, a Delaware limited liability company; MG H16 Apartments CN3 LLC, a Delaware limited liability company; MG

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H16 Apartments CRS LLC, a Delaware limited liability company; MG H16 Apartments LLC, a Delaware limited liability company; MG Terrace Gardens Apartments, LP, a California limited partnership; Morningview Terrace Apartments CA, LLC, a Delaware limited liability company; Hacienda Heights CA, LLC, a Delaware limited liability company; Las Positas Apartments Owner, LLC, a Delaware limited liability company; Agoura Road Apartments CA, LLC, a Delaware limited liability company; KRE Catalyst Luma Owner LLC, a Delaware limited liability company; MG Landing At College Square Apartments GPK, LLC, a Delaware limited liability company; MG Landing At College Square Apartments MOS, LLC, a Delaware limited liability company; MG Maris Apartments GG BLK LLC, a Delaware limited liability company; MG Maris Apartments GG PKS LLC, a Delaware limited liability company; KRE Catalyst Marisol Owner LLC; Merge Residential, LLC, a Delaware limited liability company; MG Madison Park, LLC, a Delaware limited liability company; US REIF Madison Park CA, LLC, a Delaware limited liability company; MG Marc Apartments, LLC, a Delaware limited liability company; MG Marquee Apartments L.P., a California limited partnership; MG Marquee Investments PKV, L.P., a California limited partnership; MG Meridian Place Apartments ACF, LLC, a Delaware limited liability company; MG Meridian Place Apartments CGL LLC, a Delaware limited liability company; MG Meridian Place Apartments DBL LLC, a Delaware limited liability company; MG Meridian Place Apartments SGC, LLC, a Delaware limited liability company; MG Mitchell Place Apartments, LLC, a Delaware limited liability company; MG Mitchell Place Apartments 3CD, LLC, a Delaware limited liability company; J Mellano Pine Monte Vista, LLC, a California limited liability company; S&M Mellano Pine Monte Vista, LLC, a California limited liability company; Castellano Pine Monte Vista, LLC, a California limited liability company; Keeler Pine Monte Vista, LLC, a California limited liability company; MG Monte Vista Apartments COR, L.P., a Delaware limited partnership; MG North Pointe Apartments HRP, LLC, a Delaware limited liability company; MG North Pointe Apartments, LLC, a Delaware limited liability company; MGF North Pointe Apartments ABC CDP LLC, a Delaware limited liability company; MG North Pointe Investments, L.P., a California limited liability partnership; KRE Catalyst Novo Owner LP, a Delaware limited partnership; MG Ontario Town Square Townhomes L.P., a California limited partnership; MG Ontario Town Square ISV 60th, LLC, a Delaware limited liability company; MG Ontario Square ISV WDT, LLC, a Delaware limited liability company; MG Ontario Town Square MTP, LLC, a Delaware limited liability company; MG Pacific Place Apartments, L.P., a California limited partnership; MG Pine At 6th Apartments, LLC, a Delaware limited liability company; MG Pine At 6th Apartments ACF, LLC, a Delaware limited liability company; MG Preserve At Melrose Apartments, L.P., a California limited partnership; MG Preserve At Melrose Apartments, LLC, a Delaware limited liability company; MG Preserve At Melrose Apartments MVT, LLC, a Delaware limited liability company; MG Pulse Millenia Apartments DVL LLC, a Delaware limited liability company; MG Pulse Millenia Apartments JHA LLC, a Delaware limited liability company; MG Pulse Millenia Apartments LLC, a Delaware limited liability company; MG Pulse Millenia Apartments NPT LLC, a Delaware limited liability company; MG Pulse Millenia Apartments WLF SHL LLC, a Delaware limited liability company; MG Sage Canyon Apartments LP; MG Santa Rosa Apartments EPL LLC, a California limited liability company; MG Santa Rosa Apartments LHR LLC, a California limited liability company; MG Santa Rosa, L.P., a California limited partnership; MG Santa Rosa MYA, L.P., a Delaware limited partnership; BRE MG Sienna Heights LLC, a Delaware limited liability company; MG Somerfield At Lakeside Apartments LSMI, LLC, a Delaware limited liability company; MG Sterling Village Apartments BHC, L.P., a California limited partnership; MG Sterling Village Apartments GWP, L.P., a California limited partnership; MG Stoneridge Village Grove, LLC, a Delaware limited liability company; MG Stoneridge Meadows, LLC, a Delaware limited liability company; MG Stoneridge Greenbrier 58, LLC, a Delaware limited liability company; MG Stoneridge Greenbrier 44, LLC, a Delaware limited liability company; MG Stonewood Garden Apartments, L.P., a California limited partnership; MG District Apartments AZR WDT LLC, a Delaware limited liability company; MG District Apartments EPL LLC, a Delaware limited liability company; MG District Apartments L10 LLC, a Delaware limited liability company; MG District Apartments WTS LLC, a Delaware limited liability company; MG Herald Apartments CDF LLC, a Delaware limited liability company; MG Herald Apartments CLP LLC, a Delaware limited liability company; MG Herald Apartments DJH LLC, a Delaware limited liability company; MG Herald Apartments GRN LLC, a Delaware limited liability company; MG Herald Apartments KET LLC, a Delaware limited liability company; MG Herald Apartments LFT LLC, a Delaware limited liability company; MG Herald Apartments LLC, a Delaware limited liability company; Platform Urban Apartments LLC, a Delaware limited liability company; 100 Main Street Owner, LLC, a Delaware limited liability company; Aztec Shops, Ltd., a California nonprofit corporation; MG Terrace Gardens Apartments, LLC, a California limited liability company; MG Terramonte Apartments, L.P., a California limited partnership; Tuscan Temecula LP, a California limited partnership; MG Union Place Apartments CDR, LLC, a Delaware limited liability company; MG Union Place Apartments, LLC, a Delaware limited liability company; MG Union Place Apartments WDP, LLC, a Delaware limited liability company; MG Union Place Apartments CDR LLC, a Delaware limited liability company; MG Waterleaf Apartments SHL, LLC, a California limited liability company; MG Waterleaf Apartments GSP, LLC, a California limited liability company; MG Waterleaf Apartments CDP, LLC, a California limited liability company; MG Waterleaf Apartments BSR, LLC, a California limited liability company; MG Victoria Arbors Apartments DHF LLC, a Delaware limited liability company; MG Victoria Arbors Apartments PP LLC, a Delaware limited liability company; MG Victoria Arbors Apartments SLM LLC, a Delaware limited liability company; MG Victoria Arbors Apartments ZIG LLC, a Delaware limited liability company; BRE MG Waterfield Square LLC, a Delaware limited liability company; Waterstone Apartments CA, LLC, a Delaware limited liability company; MG Waterstone Apartments, L.P., a California limited partnership; and BRE MG Woodlands West Apartments LLC. (the "Released Parties") of all such entities and individuals of any and all known and unknown claims asserted in, or that reasonably relate to the facts alleged in, the Operative Complaint. This includes, but is not limited to statutory, constitutional, contractual or common law claims regarding documentation retention of residential security deposits, late fees, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations, to the fullest extent such claims are releasable by

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law: The released claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation any provisions of California Civil Code sections 1671 and 1950.5, and of the California Business & Professions Code sections 17200 et seq. arising out of or based upon the following categories of allegations, to the fullest extent such claims are releasable by law: (1) all claims related to documenting and/or deducting and/or retaining monies from residential Tenants' security deposit, (2) all claims related to Defendant's compliance with documenting, communicating and/or mailing any notifications and supporting material regarding deductions from Tenants' security deposit; (3) all claims for assessing, documenting, supporting, charging or collecting late fees from residential Tenants for the late payment of rent, and (4) all claims for defamation, damage to credit, or any other injury, arising out of the Released Parties' collection, attempted collection, or reporting to third parties, of move-out charges exceeding residential tenants' security deposits or any late fees charged by Defendant. This release shall run from February 26, 2017 to October 11, 2024.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How Much Money Will I Receive?

The specific amount of the Cash Payment paid to Eligible Class Members will be proportional to the amount of their security deposit retained by Defendants and the amount of late fees they may have paid.¹ Precise amounts are unknown at this time, because amounts received will be calculated based on claims submitted. However, it is very rare in class actions for all class members to file claims, so the amount to be paid to each Eligible Class Member is almost certain to be larger. If the Defendant did not retain more than \$125 of your security deposit, you will not be eligible to receive a cash payment as Member of the Security Deposit Class, but you may still get debt relief if you have Qualifying debts to Defendant related to your tenancy. If you lived in an Eligible Household with more than one Settlement Group Member, each Lessee may choose to exclude himself or herself, and each Lessee may claim separately and share the recovery. All such Lessees may obtain the debt relief. Thus, for example, if you lived with another person and both of you were Lessees, a cash payment of \$500 owed for that unit would be divided equally between you and the other tenant at \$250 apiece. However, if you lived in the apartment, but were not listed as a lessee, co-lessee or signer on the lease or final account statement, you are not a Class Member.

IMPORTANT: IN ORDER TO RECEIVE ANY MONEY FROM THIS SETTLEMENT, YOU MUST SUBMIT A VALID CLAIM FORM OR BE A PART OF THE LATE FEE CLAIMS CLASS. ALL ELIGIBLE CLASS MEMBERS ARE ENTITLED TO DEBT RELIEF WITH OR WITHOUT SUBMISSION OF A VALID CLAIM FORM.

(See the Next Section for Details on How to Submit a Valid Claim Form.)

How can I claim money from the Settlement?

To receive money from the Settlement for Late Fee Class Payments, you do not need to do anything.

To receive money from the Settlement for Security Deposit Claims, you must submit a valid Claim Form by January 10, 2025. You may submit your signed claim (and any other materials required by the Settlement Administrator) by mail, postmarked by January 10, 2025 or by submitting a completed Claim Form (and other materials if required) at www.MGPSettlement.com by January 10, 2025. THE CLAIM FORM THAT YOU MUST SUBMIT IN ORDER TO BE ELIGIBLE TO RECEIVE MONEY AS PART OF THIS SETTLEMENT IS ATTACHED HERETO.

What other options do I have?

Do Nothing. If you do nothing, you may get cash for late fee claims and the debt relief provided for by the Settlement, if applicable to you, but will not be able to recover money for Security Deposit claims and you will be bound by the Release described above.

¹ **Class Member Settlement Payments from the Late Fee Fund.** Individual payments to the class members of the Late Fee Class will be the Net Settlement Fund multiplied by thirty-three and one third percent (33.33%).

Class Member Settlement Payments from the Security Deposit Fund. Individual payments to the class members of the Security Deposit Class will be the Net Settlement Fund multiplied by sixty-six and two thirds percent (66.67%). Out of this sum, you will be paid your pro rata share if you submit a valid Claim Form. The amount of your pro rata share will also depend on the number of Security Deposit Class Members (i.e., the number of Security Deposit Class Members Group Members who submit a valid Claim Form.)

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Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion from the Class Action Settlement” letter or card postmarked no later than January 10, 2025, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *YU, ET AL. V. GLEIBERMAN PROPERTIES, INC., ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT AND WILL NOT HAVE ANY DEBTS OWING TO DEFENDANT WAIVED OR FORGIVEN.”

Send the Request for Exclusion directly to the Settlement Administrator at *Yu v. Gleiberman Properties, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Any person who submits a timely Request for Exclusion from the Settlement, upon receipt by the Settlement Administrator, no longer be a Settlement Group Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement. If you object, you will be expected to submit to a deposition before the final hearing so that the attorneys can obtain more information regarding the basis for your objection and why you think Settlement is unfair. In order to make a valid objection, as soon as practicable, but no later than within 45 days of the Settlement Administrator mailing the Class Notice, you must deliver to Class Counsel and file with the Court a Notice of Intention to Appear. The Notice of Intention to Appear must: (a) identify by name, address, telephone number, and detailed summary of testimony, all witnesses for whom you and/or your attorney intends to present testimony (if any); and (b) identify all exhibits you and/or your attorney intends to offer in support of the objection and attach complete copies of all such exhibits. All objections or other correspondence must state the name and number of the case, which is *Christian Yu, et al. v. Gleiberman Properties, Inc., et al.*, San Diego County Superior Court, Case No. 37-2021-00008418-CU-OR-CTL.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for April 4, 2025 at 10:30 a.m. in Department C-70 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You have the right to appear either in person or through your own attorney at this hearing. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on April 4, 2025 at 10:30 a.m., in Department C-70 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of costs and expenses, the Service Payment to the Class Representative, and the Settlement Administrator’s costs. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court’s files and the Settlement Agreement at the Clerk’s Office at the San Diego County Superior Court, Hall of Justice, located at 330 W. Broadway, San Diego, California 92101, during regular business hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Claim Forms, Requests for Exclusion, or Objections is **January 10, 2025**.

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