

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 19 CVS-11761

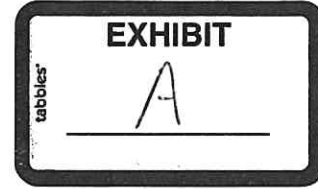
SERITA RUSSELL and DORETHA
JOHNSON, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

LAKE ARBOR 80M TIC, LLC, d/b/a
LAKE ARBOR APARTMENTS, LAKE
ARBOR DEAN TIC, LLC, d/b/a LAKE
ARBOR APARTMENTS, BROAD
MANAGEMENT GROUP, LLC., and
WELLINGTON ADVISORS, LLC,

Defendants.



SETTLEMENT AGREEMENT

This Settlement Agreement is entered as of the date set forth on the earliest date on signature pages hereto (if there are multiple dates on such pages) by Serita Russell and Doretha Johnson, the Class Representatives, on behalf of themselves and the Class Members, as Plaintiffs, by and through Class Counsel; the Defendants, by their counsel of record. The Parties intend this Settlement Agreement to resolve and settle this Action fully, finally and forever according to the terms and conditions set forth below:

RECITALS

WHEREAS, Plaintiffs commenced this Action against Defendants on June 13, 2019 as case no. 19 CVS 11761 in the Superior Court of Mecklenburg, North Carolina; and

WHEREAS, Plaintiffs have alleged, among other things, that Defendants violated the Residential Rental Agreements Act, N.C.G.S. § 42-38 et seq., the North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1 et seq., the North Carolina Debt Collection Act, N.C.G.S. § 75-50 et seq., and the North Carolina common law of civil conspiracy and

WHEREAS, Defendants deny all the material allegations of the Complaint in this Action, deny any and all liability or wrongdoing in connection with the conduct described in the Complaint, and have asserted and continue to assert that the alleged conduct was in all respects, and at all times, proper and lawful; and

WHEREAS, the Parties consider it desirable to compromise and settle the claims alleged in the Action, and any and all claims that were or could have been alleged in the Action, in the manner and upon the terms and conditions hereinafter set forth, to avoid further risk, expenses, inconvenience, unpredictability and the distraction of burdensome litigation;

NOW THEREFORE, the Parties agree to petition the Court for Preliminary Approval of this Agreement, and further agree as follows:

DEFINITIONS

As used in this Agreement, the following terms, when capitalized, should have the following meanings:

A. “Action” means the above-styled civil action filed by Plaintiffs against Defendants.

B. “Administrator” means Class Counsel or such other person or firm as may hereafter be appointed by Class Counsel and approved by the Court to perform

administrative functions relating to the Settlement such as providing notice and distributing settlement funds to Class Members, and any other functions as may be assigned by Class Counsel and approved by the Court.

C. “Assignment” with reference to the claims of past rent and/or fees in paragraph 3(i) shall mean the transfer of ownership of the debt, including all rights and obligations thereto, and shall not include debts which Defendants placed for collection with a third party but retained ownership of the debt and, specifically, did not transfer ownership to the third party collector.

D. “Lake Arbor 80M” means Defendant Lake Arbor 80M TIC, LLC, d/b/a Lake Arbor Apartments.

E. “Lake Arbor Dean” means Defendant Lake Arbor Dean TIC, LLC, d/b/a Lake Arbor Apartments.

F. “BMG” means Defendant Broad Management Group, LLC.

G. “Wellington” means Defendant Wellington Advisors, LLC.

H. “Agreement” means this Settlement Agreement, including all exhibits hereto.

I. “Lake Arbor Apartments” and “Lake Arbor” each mean the apartment complex and/or apartment buildings owned and/or managed by each Defendant during the Class Period, consisting of 296 rental units located in Charlotte, North Carolina, with an office mailing address of 4929 Tuckaseegee Road, Charlotte, North Carolina, with the real property more particularly described at Book 29563 Page 688 of the Mecklenburg County Public Registry.

J. “Class” means the class of persons defined in Section 2 of this Agreement.

K. “Class Certification” shall mean certification by the Court of the class of persons defined in Section 2 of this Agreement.

L. “Class Certification Order” means an order substantially in the form of Exhibit “A” hereto, certifying the Class described in this Agreement, without substantial modification except as approved by Class Counsel and Defendants’ Counsel.

M. “Class Counsel” or “Plaintiffs’ Counsel” means Jack Holtzman of the North Carolina Justice Center, Sharon Dove of Charlotte Center for Legal Advocacy and Julian H. Wright, Jr. of Robinson Bradshaw & Hinson, P.A. or any of them.

N. “Class Member” means any member of the Class.

O. “Class Notice” means a notice substantially in the form of Exhibit “D” hereto.

P. “Class Period” means the period beginning June 13, 2015 and ending December 31, 2019.

Q. “Class Representatives” mean Serita Russell and Doretha Johnson.

R. “Court” means the Superior Court of Mecklenburg County

S. “Defendants” means Lake Arbor 80M, Lake Arbor Dean, BMG and Wellington.

T. “Defendants’ Counsel” means Jennifer Van Zant, D.J. O’Brien, of Brooks Pierce, LLP; Erik Rosenwood, Whitaker Rose of Rosenwood Rose, PLLC; or any of them.

U. “Payment” means the amount of \$547,500 to fund the Settlement Fund, and to be paid by Defendants Lake Arbor 80M TIC, LLC, d/b/a Lake Arbor Apartments, Lake Arbor Dean TIC, LLC, d/b/a Lake Arbor Apartments, Broad Management Group, LL.C. or on their behalf as described below.

V. “Final Approval” means the last date by which *both* of the following have occurred:

- i) The Court has entered the Final Judgment substantially in the form attached hereto as Exhibit “C,” without substantive modification except as approved by Class Counsel and Defendants’ Counsel; and
- ii) Thirty-one (31) days have passed after entry by the Court of the Final Judgment without any appeal of the Final Judgment having been taken, or, if appeals of the Final Judgment have been taken, orders have been entered affirming said Settlement Order and Final Judgment or denying review after exhaustion of all appellate remedies.

W. “Final Approval Hearing” means a hearing to be scheduled by the Court for determining whether the Settlement described in this Agreement should be finally approved.

X. “Final Judgment” means the order and final judgment substantially in the form of Exhibit “C” hereto approving the settlement described in this Agreement without substantial modification except as approved by Class Counsel and Defendants’ Counsel.

Y. “Opt Out Deadline” means the deadline established by the Preliminary Approval Order for persons who would otherwise be Class Members to opt out of the Class.

Z. “Party” or “Parties” means individually or collectively the Class Representatives, the Class Members and the Defendants.

AA. “Plaintiffs” means the Class Representatives and individual Class Members.

BB. “Preliminary Approval” of this Agreement means the Court’s entry of the Preliminary Approval Order.

CC. “Preliminary Approval Order” means an order substantially in the form of Exhibit “B” hereto, preliminarily approving the settlement described in this Agreement, without substantial modification except as approved by Class Counsel and Defendants’ Counsel.

DD. “Released Claims” means, without limitation, any claim alleged in the Action and any and all claims of any type, character, or nature whatsoever that relate to the Class members and the collection or attempted collection of rent and/or fees by Defendants at any time during the Class Period, whether such claims are known or unknown, legal or equitable, and whether or not such claims have been asserted in this Action. In addition, Plaintiffs agree to indemnify Defendants for any tax liability arising out of any portions of the Settlement Fund paid under an IRS Form 1099 for which Plaintiffs might be held liable. This Settlement shall also extinguish any and all claims, legal or equitable, that Defendants may have against any of the Class Representatives and Class Members for past-due rent, rental deposits, property damage, any matters related in any way to Plaintiffs’ motion for attachment or any other monetary demand or relief, any such claims being hereby waived and released.

EE. “Released Parties” means:

- i) The Class Representatives and Class Members as well as Defendants and their present and former direct and indirect parents, subsidiaries and divisions, and their respective present and former stockholders, owners, officers, directors, employees, managers, agents, and any of their legal successors and insurers.

FF. “Settlement” means the transactions contemplated by this Agreement.

GG. “Settlement Agreement” means this Settlement Agreement, including all exhibits hereto.

HH. “Settlement Fund” means the fund established pursuant to Section 3 of this Agreement.

II. “Termination Event” shall mean the occurrence of any event that renders this Agreement null and void pursuant to Sections 14 or 18 of this Agreement.

JJ. As used in this Agreement, the plural of any defined term includes the singular thereof, and the singular of any defined term includes the plural thereof, as the context may require.

TERMS OF SETTLEMENT

IT IS MUTUALLY STIPULATED AND AGREED between Plaintiffs and Defendants, acting through their respective attorneys, that, subject to the Court’s approval of this Agreement, the Action shall be dismissed with prejudice and shall be fully and finally settled and released together with any and all Released Claims as follows:

1. Recitals.

The Parties agree and warrant that the Recitals set out above are true and correct.

2. The Class.

The Parties agree that Plaintiffs, with Defendants’ consent, will move the Court within five (5) business days of the signing of this Agreement, to certify a plaintiff class as follows:

Any person who (i) between June 13, 2015 and December 31, 2019 leased a unit at Lake Arbor Apartments (ii) that the City of Charlotte Housing Code Enforcement Division then notified Defendants to be in

violation during some period of time of one or more of the minimum standards of fitness enumerated in the City of Charlotte Housing Code, Ordinance §11-45(e), and (iii) such persons have, during the period of existing violation, received one or more communications from Defendants seeking to collect rent and/or fees and/or paid rent and/or fees to one or more of the Defendants.

3. Consideration to the Class.

a) **Settlement Amount.** In full and final settlement of the Class Members' claims, Defendants shall pay \$547,500 by making the Payment as set out below. As additional consideration for this settlement, Defendants have paid the full amount of the mediator's fee regarding the mediated settlement conference that occurred on July 21, 2020, including plaintiffs' share.

b) **Use of Funds.** Following receipt of the Payment, the Settlement Fund shall be disbursed by Class Counsel as directed and authorized by the Court. Class Counsel propose the following disbursement:

1. Actual damages of \$248,217 to Class Members as reimbursement of those past rents and/or fees previously paid to Defendants by such Class Members, which funds shall not be considered taxable income to Class Members.
2. An additional amount of damages, in the amount of \$198,574 to be divided among all Class Members on a pro rata basis consistent with the disbursements made in accordance with Section 3(b)(1).
3. Statutory damages in the amount of \$ 11,000 to be divided among Class Members who received one or more collection notice from Defendants transmitted after notification to Defendants that there existed, in the premises occupied by the Class Member, one or more

violation of the minimum standards of fitness enumerated in the City of Charlotte Housing Code, Ordinance §11-45(e).

4. A Special Payment of \$6,000 to each of the Class Representation, as noted in ¶ 11 below.
5. Attorney fees and expenses to Class Counsel, as noted in ¶10 below, in the amount of \$77,709, which funds shall be treated as income to Class Counsel and not to Class Members.

c) **Release of Security.** Within three business days following Final Approval, Plaintiffs will cooperate fully in obtaining the return or release of the security posted by Defendants in connection with the Notice of Lis Pendens previously filed by Plaintiffs.

d) **Payment.** Within three business days following Final Approval, Defendants shall cause the Payment of \$547,500 to be transferred to Class Counsel in the following manner: Wire transfer to the Charlotte office of Robinson Bradshaw pursuant to the wire transfer instructions attached as Exhibit E.

e) **Consequences of Defendants' Failure to Make Payment.** In the event Defendants should fail to make the Payment by the due date set out in Subsection (d) above, Plaintiffs may pursue all remedies permitted by North Carolina law. In addition, Defendants shall be liable for Plaintiffs' attorney fees and expenses incurred in attempting to enforce this Agreement following any failure to make the Payment by the due date set out in Subsection (d).

f) **No Additional Financial Obligation.** So long as the Payment is made as and when due, Defendants' financial obligations under this Agreement shall be deemed satisfied and the Action shall be dismissed with prejudice. All costs of administration, all attorneys'

fees, all reimbursements or payments of litigation-related costs and expenses, all Class Representative Awards, and all other costs associated with the Settlement of the Action will be paid out of the Settlement Fund.

g) **No Reverter.** There is no “reverter.” Defendants shall be entitled to a refund of the Payment only under the circumstances described in Sections 14 and 18.

h) **Tax Considerations.** The Settlement Funds shall be subject to any IRS Form 1099 requirements.

i) **No Claims or Credit Reports Concerning Past Rent and/or Fees.** Defendants shall not make any claims against any of the Class Members with respect to any repayment of past rent and/or fees made in North Carolina. Defendants warrant that they have not assigned and will not assign any purported right to make any claim against any of the Class Members with respect to any past rent and/or fees made in North Carolina. Defendants also agree to permanently cease all collection efforts against any Class members, whether conducted by Defendants or their agents. Defendants shall not assert that any Class Member has received any “forgiveness of indebtedness” income by reason of the non-collection of any past rent and/or fees made in North Carolina as a result of this Settlement Agreement

j) **Removal of Any Related Adverse Credit Rating Regarding Class Members.** For any Class Member who has experienced a negative or other adverse credit score rating as a result of their tenancy during the Class Period at Lake Arbor Apartments, Plaintiffs’ counsel shall provide appropriate information to Defendants’ counsel for notifying in writing any appropriate consumer credit reporting agency that such credit issue has been resolved. Said Notification to the credit agencies shall state:

We (Defendants) had an initial dispute with (Class Member) about money owed, but that dispute has been resolved. Please delete from your files all references to the alleged debt and transactional relationship.

If Defendants or their employees receive inquiries about any Class Member from anyone not a party to this Settlement Agreement, Defendants will report only that the parties had a dispute about the tenancy, and that the dispute was resolved. Defendant will adjust its relevant internal records in a manner that will permanently reflect the agreed on status. The release executed by Plaintiffs as part of this Settlement Agreement does not extend to the obligations created by this sub-paragraph of the Settlement Agreement, or to any claim or cause of action based on a communication after July 21, 2020 by Defendants to a credit reporting agency or a third party.

4. Consideration to Defendants.

In consideration of the benefits to the Class provided for hereunder:

a) The Action shall be dismissed, with prejudice and without costs, within 10 business days after the Payment has been made.

b) Upon receipt of the Payment, the Plaintiffs forever settle, compromise, resolve, release, waive, discharge and terminate any and all Released Claims.

c) The failure of a Class Member to timely receive or timely negotiate any instrument evidencing payment thereof shall not affect the releases herein, including without limitation the release of such Class Member's claims, and the Settlement shall retain its full and binding effect. The rights of any Class Members who fail to timely receive or timely negotiate any instrument evidencing payment thereof shall be as set out in the Final Judgment.

d) After Final Approval, Plaintiffs will cooperate fully in obtaining the return or release of the security posted by Defendants in connection with the Notice of Lis Pendens previously filed by Plaintiffs.

5. Settlement Fund Distribution.

The Settlement Fund shall be distributed as the Court shall order.

6. Settlement Administration.

a) **Settlement Administration.** Counsel for Plaintiffs or some other person or entity as may be approved by the Court shall act as Settlement Administrator to assist with various administrative tasks, including but not necessarily limited to (i) providing notices to Class Members and (ii) distributing to Class Members their respective shares of the Settlement Fund.

b) **Expenses of Administration.** Any expenses of administration of the Settlement shall be paid from the Settlement Fund and shall include all necessary and reasonable costs of administering and processing claims, which include but are not limited to postage charges, printing costs, telephone charges, and all notice costs and other charges as may be jointly approved by the Parties, subject to further approval by the Court. In the event that this Settlement Agreement receives Preliminary Approval, but it is finally determined by competent judicial authority that the Final Judgment shall not be entered, any expenses incurred for the administration of the Settlement shall be borne by Defendants.

7. Preliminary Approval.

Upon the execution of this Settlement Agreement, the Parties shall promptly jointly move the Court for an order preliminary approving the settlement substantially in the form attached hereto as Exhibit "B."

8. Class Settlement Procedures.

a) **Acceptance.** To accept the Settlement, and all of the terms and conditions of the Settlement Agreement, a Class Member need not do anything.

b) **Opt Out.** If a Class Member chooses to “opt out” of the Class and thereby avoid the effect of the Settlement, such Class Member shall be required to submit a written exclusion request to Class Counsel, post-marked on or before the Opt Out Deadline.

c) **Final Approval Hearing.** The Court will conduct a Final Approval Hearing as set forth in a subsequent order of the Court.

9. Notice of Settlement.

Within 14 days following the filing of the Settlement Class Certification Order, Class Counsel shall cause to be mailed a Class Notice to each Class Member. The mailed Class Notice shall be substantially in the form of Exhibit “D” hereto.

10. Attorneys’ Fees and Expenses.

Class Counsel intend to apply to the Court for an award of attorneys’ fees and expenses in the amount of \$ 77,709.00. Any and all fees and expenses shall be paid out of the Settlement Fund. Defendants shall have no further liability for attorneys’ fees or any of the costs or expenses associated with this Settlement.

11. Special Payment for Class Representative.

In addition to attorneys’ fees and costs, Class Counsel intend to apply to the Court for special payment for Serita Russell and Doretha Johnson, the Class Representatives, in the amount of \$6,000 each, which will be paid from the Settlement Fund. This special payment is for the benefits of the class secured through the Class Representatives’ efforts

and for the Class Representatives' time, effort, and responsibilities incurred in connection with assisting Class Counsel in this case.

12. Objections to Settlement and Requests for Exclusion from Class.

a) **Written Objections.** Any Class Member who has not submitted a timely written exclusion request and who wishes to object to the fairness, reasonableness or adequacy of this Agreement or the proposed Settlement, shall be required to deliver written objections to Class Counsel, no later than 45 days following the date printed on the Class Notice, or as the Court may otherwise direct. Written objections must include: (i) the objector's name, address, and telephone number, (ii) the name of this case and the case number, (iii) a clear and concise statement of each objection.

b) **Appearance at Final Approval Hearing.** Any Class Member who properly and timely files and serves a written objection, may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member's personal expense, to object to the fairness, reasonableness, or adequacy of the Agreement or the proposed Settlement.

c) **Opting Out (Exclusion from Class).** Any Class Member may exclude himself or herself ("opt-out") from the Class by sending a letter by mail stating that he or she wants to be excluded from *Russell et al v. Lake Arbor 80MTIC LLC et al.*, no later than 45 days following the date printed on the Class Notice. The letter must include (i) name; (ii) address; (iii) telephone number; and (iv) signature. Such opt-out rights may be exercised only individually by a Class Member, and not by any other person in a representative capacity.

13. Final Approval Hearing.

At the Final Approval Hearing, to be held on the date and at the place set out in the Preliminary Approval Order or as the Court shall otherwise direct, the Class Counsel and Defendants shall seek to have the Court give its final approval of this Settlement Agreement and the documents attached hereto as Exhibits, as fair, reasonable and adequate to the Class, and for entry of the Final Judgment.

14. Stipulation Conditioned on Approval.

If the proposed Preliminary Approval Order is not entered, or if the Final Judgment is not entered, or if Final Approval does not occur for any other reason, or if a Termination Event otherwise occurs, this Settlement Agreement shall become null and void for all purposes, except that the Settlement Fund shall nonetheless defray the expenses only of administration as set out in Section 6(b) above and all remaining funds shall be returned to Defendants.

15. Full and Complete Settlement.

Plaintiffs expressly acknowledge that, in providing the benefits to the Class set forth in this Settlement Agreement, Defendants intend to achieve a full and complete settlement, compromise, resolution, release and termination of all Released Claims against the Released Parties and the dismissal of the Action with prejudice.

16. Settlement Self-Effectuating.

Upon execution, this Agreement shall be in all respects self-effectuating such that, except as expressly required hereunder, no documents need be created or delivered, no filings or recordings need be made and no other action need be pursued for the purpose of

validating, ratifying, effectuating, preserving or perfecting any and all rights contemplated by this Settlement Agreement.

17. Best Efforts.

All Parties and counsel shall cooperate and use their best efforts to cause the Court to certify the Class and to give Preliminary Approval to this Agreement as promptly as possible and shall take all steps contemplated by the Agreement to effectuate the Settlement contemplated herein on the stated terms and conditions and to obtain Final Approval. The Class Counsel agree to recommend the Settlement contained in this Agreement as being in the best interest of the Class Members.

18. Parties Bound.

This Settlement Agreement shall be binding upon, and inure to the benefit of, all Class Members, the Defendants and Released Parties. Provided, however, should fifteen or more members of the class certified as a result of this Settlement timely opt out of the Class Settlement in accordance with Section 12 (c) above, Defendants may void this Settlement Agreement.

19. Continuing Jurisdiction of the Court.

All Parties consent to the Court's retaining jurisdiction over the interpretation, effectuation, implementation and enforcement of this Agreement and any orders entered pursuant to the Agreement.

20. No Admission of Liability.

This Agreement and the Settlement provided for herein are not a concession or admission of wrongdoing or liability by any Defendant or Released Party hereto and shall

not be used or construed as an admission of any fault, omission, liability or wrongdoing on the part of any Defendant or Released Party hereto in any statement, release or written document or financial report issued, filed or made. Neither this Agreement nor the exhibits hereto nor the fact of settlement nor any settlement negotiations or discussions nor the judgments to be entered approving this Settlement nor any related documents shall be offered or received in evidence as an admission, concession, presumption or inference against any Party to this Agreement; provided, however, that this Agreement and the orders and judgments entered pursuant hereto may be introduced by any Party in any proceeding to enforce the terms of the Agreement, including introduction to support the assertion of the bar of collateral estoppel or *res judicata* against any action by, or on behalf of, Class Members who have not opted out of the Class in accordance with the procedures described herein.

21. Settlement Finality.

If it is finally determined by any court of competent jurisdiction that this Settlement Agreement and the court orders which may follow to effectuate and enforce it are not binding on any Class Member (other than Class Members who may validly opt-out), then the Parties shall make reasonable efforts to present suitable amendments to resolve any such deficiency. Further, Defendants assert that they have complied with all applicable provisions of North Carolina statutory and common law and believe that they are not liable for any of the claims asserted. Defendants will not appeal the Court's certification of the Class contemplated by this Agreement solely for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendants do not waive their objections to certification of the Settlement Class, or any other class, in this Action, or in any other class action matter. This Settlement Agreement is without

prejudice to the rights of Defendants to (a) oppose certification in any other proposed or certified class action; or (b) use certification of the Class to oppose certification of any other proposed class arising out of or related to the Released Claims.

22. Entire Agreement.

This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by the Parties; it is not subject to any condition not provided for herein. This Agreement supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be modified except by a writing executed by Class Counsel and Defendants' Counsel.

23. Applicable Law.

This Settlement Agreement, for all purposes, including, but not limited to, its validity, construction and enforceability, shall be governed by the laws of the State of North Carolina and the rights of the Parties hereunder shall be governed in all respects by said laws.

24. No Party Is the Drafter.

No Party shall be considered the drafter of any provision of this Agreement for the purpose of any statute, case law, or rule of interpretation or construction that would cause any provision to be construed against the drafter. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

25. Exclusive Jurisdiction.

Any compliance disputes about this Settlement Agreement shall be directed to the Court and not to any other state court, federal court or arbitration panel. Before bringing any compliance dispute to the Court, the Parties shall meet and confer in good faith and attempt to resolve the dispute.

26. Time Periods.

All time periods set forth herein are material to this Agreement, of the essence, and shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by the Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used herein, "legal holiday" includes any day appointed as a holiday by the President or the Congress of the United States, or by the State of North Carolina.

27. Notices to Parties.

All notices to any Party required under this Agreement shall be sent by first class U.S. Mail and facsimile to the recipients below:

Notice to Class Counsel:

Jack Holtzman
North Carolina Justice Center

P.O. Box 28068
Raleigh, NC 27611
Phone: (919) 856-2165
Fax: (919) 856-2570
jack@ncjustice.org

Sharon Dove
Director of Immigrant Justice Program
Charlotte Center for Legal Advocacy
1431 Elizabeth Avenue
Charlotte, North Carolina 28204
Phone: 704 971 4790
Fax: 704-376-8627
sharond@charlottelegaladvocacy.org

Notice to Defendants:

Whitaker B. Rose
wrose@rosenwoodrose.com
Rosenwood, Rose & Litwak, PLLC
1712 Euclid Avenue Charlotte, NC 28203
Telephone: 704-228-8575
Facsimile: 704-371-6400

Jennifer K. Van Zant
jvanzant@brookspierce.com

D.J. O'Brien III
dobrien@brookspierce.com
BROOKS, PIERCE, MCLENDON, HUMPHREY & LEONARD, LLP
2000 Renaissance Plaza 230 North Elm Street Greensboro, NC, 27401
Tel. (336) 373-8850
Fax. (336) 378-1001

28. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same document.

IN WITNESS WHEREOF, and as evidence of our understanding and voluntary execution of this document, we have hereunto set our hands and seals to this Settlement Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

FOR DEFENDANTS:

LAKE ARBOR 80M TIC, LLC, d/b/a Lake Arbor Apts,

By: Dov Shapiro
Its: CFO

LAKE ARBOR DEAN TIC, LLC, d/b/a Lake Arbor Apt.,

By: Dov Shapiro
Its: CFO

BROAD MANAGEMENT GROUP, LLC,

By: Dov Shapiro
Its: CFO

WELLINGTON ADVISORS, LLC

By: Andrew Brook
Its: Partner & COO



FOR PLAINTIFFS:

Nov 20, 2020

Date

Serita Russell

Serita Russell

Date

Doretha Johnston

FOR PLAINTIFFS:

Date

11-20-2020

Date

Serita Russell

Doretha Johnson
Doretha Johnston