

To all Tenants of Latitude at River Landing and Rise at Riverfront Crossing:

THE JOHNSON COUNTY DISTRICT COURT AUTHORIZED THIS NOTICE. This is not a solicitation from a lawyer. You are receiving this notice because you are or have been a tenant at Latitude at River Landing or Rise at Riverfront Crossing. No claim is being asserted against you.

A class action, *Anderson and Astell v. Latitude at River Landing and Rise at Riverfront Crossing*, Johnson County No. CVCV81195 has been brought by the Tenants' Project on behalf of tenants to remove contested provisions in the standard lease used at Latitude and Rise. This class action only addresses terms in the lease form and it does not deal with any individual problems tenants may have like security deposit deductions or repairs. *Your lease remains in effect*, but some amended terms on the Approved Standard Lease form in this case will apply. You should continue paying rent in accordance with your existing lease.

Courtney Anderson and Megan Astell are the Class Representatives. Their address is 104 E 7th St, Coralville, IA 52241. Attorney Christopher Warnock of the Tenants' Project is Class Counsel. The class consists of all current and past tenants of Latitude at River Landing or Rise at Riverfront Crossing. If you are a tenant you do not need to do anything because all eligible tenants are automatically included in the class.

The Class Representatives, with the advice and assistance of Class Counsel, have agreed with the Landlords to settle the case. Because this is a class action, the Court must approve any settlement and ensure that it is reasonable and fair for all class members. The Court has preliminarily approved the settlement and has set a fairness hearing for 9:30 a.m. on April 30, 2020 at the Johnson County Courthouse to determine whether to finally approve the settlement. You can see the complete proposed consent decree and Court's preliminary settlement order at ictenantsclassaction.com/latitude.html

Proposed Settlement

The purpose of the class action was to remove challenged provisions in the lease form. Because it appears that the challenged provisions were not enforced and because of the difficulty of proving that the Landlords knew the provisions should not be included, the settlement does not provide for any payments to the class members. Instead, *while the Landlords do not admit liability*, they have agreed to remove the challenged provisions from the standard lease form and enter into a consent decree with the Tenants' Project. The Class Representatives will receive an enhancement payment of \$699 each for their time and effort on this action and Class Counsel will receive no more than \$15,000 in attorney fees for work on the case. You will not be charged for any of these amounts.

Upon Final Approval of the Settlement by the Court at the Fairness Hearing, the terms set forth in the Approved Standard Lease, which can viewed at ictenantsclassaction.com/latitude.html, will control your existing lease for the remainder of the current term, provided, however that specific terms in your current lease still will control when those terms appear on the Approved Standard Lease surrounded by the “<<” and “>>” symbols.

Your options:

- You can do nothing and remain a member of the Class. This will cost you nothing in connection with the class action.
- You may object to the settlement in writing or, *if you give timely notice*, in person at the fairness hearing at 9:30 a.m. on April, 30, 2020 at the Johnson County Courthouse. Your objection can ask the Court to deny approval of the settlement but it may not ask the Court to order different settlement terms. If the Court denies approval, the lawsuit will continue.
- You may opt out of the Class, however, upon final approval by the Court, the Landlord still will consider terms of the Approved Standard Lease to apply as indicated above.

Instructions on how to object, appear at the fairness hearing or opt out are at ic tenantsclassaction.com/latitude.html. Class Counsel must receive your objections (and intent to appear) or opt out form by email or USPS mail at least 21 days before the Fairness Hearing to be valid.

Further information can be found at the Tenants' Project website at www.ic tenantsclassaction.com/latitude.html and inquiries may be directed to tenantsproject@cwarnocklaw.com.

PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE OR YOUR APARTMENT MANAGEMENT TO INQUIRE ABOUT THIS SETTLEMENT. Go to ic tenantsclassaction.com/latitude.html for further information.