

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

READ THIS NOTICE FULLY AND CAREFULLY.

THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!

**IF YOU LEASED A UNIT AT THE SLO APARTMENTS BETWEEN
AUGUST 1, 2017 AND JULY 31, 2018 YOU MAY BE A MEMBER OF THE CLASS.**

The Superior Court of California has authorized this Notice, it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
APPROVE THE SETTLEMENT AND RECEIVE PARTIAL RENT REIMBURSEMENT. YOU WILL NEED TO SUBMIT A CLAIM FORM.	Unless you exclude yourself from the Settlement (see the next paragraph), you will be entitled to receive partial reimbursement of the rent you paid pursuant to your lease for a unit at The SLO Apartments by submitting a Claim Form. This benefit applies only to individuals who leased premises at The SLO Apartments between August 1, 2017 and July 31, 2018. The benefit you will receive and when you will receive it is described below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. RECEIVE NO PARTIAL RENT REIMBURSEMENT, BUT RELEASE NO CLAIMS.	You can choose to exclude yourself from the Settlement or “opt out.” This means you keep your individual claims against the Defendants Home Sweet Home, LLC and Asset Campus House, Inc. (“Defendants”) but you will not receive the benefit of partial reimbursement of the rent you paid pursuant to your lease for a unit at The SLO Apartments. To recover against Defendants, you would have to file a separate case.
OBJECT TO THE SETTLEMENT.	You can file an objection with the Court explaining why you do not like the Settlement. If your objection is overruled by the Court, you will be entitled to partial reimbursement of the rent you paid pursuant to your lease for a unit at The SLO Apartments, but you will not be able to sue Defendants for the claims asserted in this Litigation. If the Court agrees with your objection, then the Settlement may not be approved or may have to be modified.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the Settlement are explained in this Notice.

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *Cameron Geehr v. Home Sweet Home, Inc., et al.*, California Superior Court, County of San Luis Obispo, Case No. 17-CV-0629. The lawsuit includes Class Allegations (further defined below) on behalf of a Class of residents of The SLO Apartments against the owner and prior management company of The SLO Apartments. The “Named Plaintiff,” Cameron Geehr, is an individual who filed the lawsuit on behalf of all persons who leased premises at The SLO Apartments between August 1, 2017 and July 31, 2018 (this group is called the “Class Members”). Named Plaintiff claims that he and all other Class Members sustained damages as a result of conditions and violations at The SLO Apartments. Named Plaintiff filed claims against Defendants for violations of California Civil Code § 1942.4, California Business & Professions Code § 17200, Breach of Contract, and various other claims (“Class Allegations”). The Defendants have denied, and continue to deny, any wrongdoing, as alleged in the Complaint or at all. The Court has made no determination about the merits of Named Plaintiff’s claims or Defendants’ defenses.

2. Why did I receive this Notice of these lawsuits?

You received this Notice because Defendants’ records indicate that you leased premises at The SLO Apartments between August 1, 2017 and July 31, 2018. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed Settlement and the options available to him or her before the Court decides whether to approve the Settlement.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with continuing to trial versus settling at an earlier stage. It is the Named Plaintiff’s lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, these lawyers, or Class Counsel, make this recommendation to the Named Plaintiff. The Named Plaintiff has the duty to act in the best interests of the class as a whole, and in this case, it is his belief, as well as Class Counsel’s opinion, that this Settlement is in the best interest of all Class Members.

WHO IS IN THE SETTLEMENT

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

If you received this Notice, then Defendants’ records indicate that you are a Class Member who leased premises at The SLO Apartments between August 1, 2017 and July 31, 2018, and are entitled to receive partial reimbursement of the rent you paid pursuant to your lease for a unit at The SLO Apartments.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) participate in the Settlement; (2) exclude yourself from the Settlement (“opt out” of it); or (3) remain as a Class Member and participate in the Settlement but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

To participate in the Settlement, you will need to fill out the accompanying Claim Form and submit it to the Class Administrator following the instructions on the Claim Form. The deadline for sending a letter to exclude yourself from or opt out of the Settlement is **January 16, 2019**. The deadline to file an objection with the Court also is **January 16, 2019**. The deadline to serve written notice to make an appearance in Court at the final approving hearing is also **January 16, 2019**. The deadline to submit the attached Claim Form and receive a portion of the settlement funds is **February 11, 2019**.

7. How do I decide which option to choose?

If you do not like the Settlement and you believe that you can hire a lawyer to pursue your claims separately, and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate, you can object to the Settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the Settlement will not be approved and neither you nor any other Class Member will receive partial reimbursement of the rent paid pursuant to leasing a unit at The SLO Apartments. If your objection is overruled, then you will still receive partial reimbursement of rent if you file a claim. The deadline to object or seek exclusion is **January 16, 2019**.

8. What has to happen for the Settlement to be approved?

The Judge has to decide that the Settlement is fair, reasonable and adequate before she will approve it. The Court has already decided that the Settlement is within the range of potential final approval, which is why you received this Notice. The Judge will make a final decision regarding the Settlement at a “Fairness Hearing,” which is currently scheduled for **March 6, 2019 at 9:00 a.m.** in Department 9 of the San Luis Obispo Superior Court.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendants have agreed to create the Settlement Fund by making available up to \$700,000 to fund the partial reimbursement of rent to the Class Members as outlined above. Defendants have further agreed to pay up to an additional \$150,000 in attorneys’ fees and litigation costs, and an estimated \$18,489 for costs of administering the Settlement.

10. What will I get from the Settlement?

The Settlement Fund will be used to pay each Class Member partial reimbursement of rent paid to Defendants for leased premises at The SLO Apartments between August 1, 2017 and July 31, 2018 (upon sufficient proof submitted to the Class Administrator). The amount of rent reimbursed to each Class Member will be determined by the number of months that the Class Member leased premises at The SLO Apartments. Assuming that each Class Member timely submits a Claim Form, it is currently estimated that each Class Member will receive approximately between \$68.00 and \$1,600 in partial rent reimbursement, depending upon the number of months of tenancy between August 1, 2017 and July 31, 2018.

11. Do I have to do anything if I want to participate in the Settlement?

Yes. You must fill out the enclosed Claim Form and mail it postmarked on or before **February 11, 2019** to the Class Administrator, KCC Class Action Services, at P.O. Box 404041, Louisville, KY 40233-4041. If your address has changed, please make sure to include your new address on the Claim Form.

12. When can I get my partial rent reimbursement?

The Court will hold a Fairness Hearing to consider whether the Settlement should be approved on **March 6, 2019**. If you have timely submitted a valid Claim Form as provided above, you will be sent a check for partial reimbursement within 30 days after March 6, 2019. However, if someone objects to the Settlement, and the objection is sustained, then the Settlement might have to be modified and the entire approval process may have to be repeated. Even if all objections are overruled, an objector could appeal, and it might take months or even years to have the appeal resolved.

13. Release of All Claims.

The Defendants categorically deny any and all allegations made by Plaintiffs in the Litigation, and affirm their ongoing commitment to remain in compliance with all applicable laws and regulations governing habitability standards at rental dwellings. Defendants similarly deny any and all allegations of fraud as related to interactions with consumers, and affirm their intent to continue to operate within the terms and provisions of the Consumer Legal Remedies Act. Nevertheless, in exchange for agreeing to the cash payments to Class Members and the other consideration from the Defendants as provided in the Settlement, Defendants and their related entities and affiliates shall be released from the following claims, and only from the following claims: allegations of violations of California Civil Code Section 1942.4, Fraud, Deceit, Negligence, Negligence Per Se, Concealment, Intentional Misrepresentation, Negligent

Misrepresentation, Breach of Express Warranty, Breach of Implied Warranty, Breach of Implied Warranty of Habitability, Nuisance, California Business & Professions Code Section 17200, Breach of Written Contract, and all claims arising under the laws of contract, and torts or equity, and including those claims that were asserted on behalf of the Settling Class in the Action. By releasing these claims, you will be giving up important rights and benefits, including the right to assert these or related claims to a jury. You may wish to consult with your own attorney before deciding to stay in the Class and give up those rights.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

If you do not want to receive partial reimbursement of the rent you paid pursuant to your lease for a unit at The SLO Apartments, or if you want to keep any right you may have to sue Defendants (and others) for the claims alleged in this lawsuit, then you must exclude yourself or “opt out.”

To opt out, you must send a letter that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the Settlement in the Geehr v. Home Sweet Home, LLC Class Action.” Be sure to include your name, address, telephone number, and email address. Your exclusion request must be postmarked by **January 16, 2019** and sent to:

Home Sweet Home, LLC Claims Administrator
C/O KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

15. What happens if I opt out of the Settlement?

If you opt out of the Settlement, you will preserve and not give up any of your rights to sue Defendants (and others) for the claims alleged in this case. However, you will not be entitled to receive any partial reimbursement of rent that is part of this Settlement.

16. If I exclude myself, can I obtain partial reimbursement of rent?

No. If you exclude yourself, you will not be entitled to receive any partial reimbursement of rent.

OBJECTING TO THE SETTLEMENT

17. How do I notify the Court that I do not like the Settlement?

You can object to the Settlement or any part of it that you do not like IF you do not exclude yourself or opt out from the Settlement. (People who exclude themselves from the Settlement have no right to object to how other Class Members are treated.) To object please visit the website at www.sloapartmentsclasssettlement.com and fill out the online objection form. You may also fill out the enclosed Objection Form and send it to the Class Administrator, who will provide it to the Court (at the address below) and will send it to Class Counsel and to Defendants’ counsel. Your objection should say that you are a Class Member, that you object to the Settlement and the reasons why you object. In your objection, you must include your name, address, telephone number, email address and your signature.

Home Sweet Home, LLC Claims Administrator
C/O KCC Class Action Services
P.O. Box 404041
Louisville, KY 40233-4041

The Class Administrator will provide all objections to the Court, to Class Counsel and to Defendants’ counsel, at the addresses listed below:

COURT	CLASS COUNSEL	DEFENDANTS’ COUNSEL
San Luis Obispo County Court 1050 Monterey Street San Luis Obispo, CA 93408	Joseph A. Ferrentino Stephen M. Hauptman Newmeyer & Dillion LLP 895 Dove Street, 5th Floor Newport Beach, CA 92660	Ali P. Hamidi James M. Purvis Cox Castle & Nicholson LLP 50 California Street, Ste 3200 San Francisco, CA 94111

18. What is the difference between objecting and requesting exclusion from the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable and adequate for the class, and asking the Court to stop it. You can object only if you do not opt out of the Settlement. If you are in the Settlement and do not opt out, then you are entitled to a partial reimbursement of rent, but you will release claims you might have against Defendants and others. Excluding yourself or opting out is telling the Court that you do not want to be part of the Settlement, and do not want to receive partial reimbursement of rent or release claims you might have against Defendants (and others) for the claims alleged in this lawsuit.

19. What happens if I object to the Settlement?

If the Court sustains your objection, then the Settlement will not proceed unless it is changed to resolve the objection. If the Court overrules your objection, you will be part of the Settlement.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Final Approval or Fairness Hearing **March 6, 2019** in Department 9 of the Superior Court of California for San Luis Obispo County, which is located at 1050 Monterey Street, San Luis Obispo, CA 93408. 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 may also decide how much to award Plaintiff’s Counsel for attorneys’ fees and expenses.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

22. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval or Fairness Hearing. To do so, you must include with your objection, described in Question 18, above, the statement, “I hereby give notice that I intend to appear at the Fairness Hearing.” If you intend to have any witnesses testify or to introduce any evidence at the Final Approval or Fairness Hearing, you must list the witnesses and evidence in your objection. Again, this must be done by **January 16, 2019**.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

In order for you to receive partial reimbursement of the rent you paid, you will have to fill out and submit the accompanying Claim Form. If you do nothing at all, you will receive no partial rent reimbursement and you will lose the chance to pursue claims related to this lawsuit in the future. By participating in this Settlement, you will not give up any other claims you might have against Defendants that are not part of this lawsuit.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court ordered that the following counsel and their law firm, referred to in this Notice as “Class Counsel,” will represent you and the other Class Members:

Joseph A. Ferrentino
Stephen M. Hauptman
Newmeyer & Dillion LLP
895 Dove Street, 5th Floor
Newport Beach, CA 92660

25. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly by Defendants, separate and apart from the Settlement Fund for the partial reimbursement of rent.

26. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Fairness Hearing. Class Counsel will be filing an application for fees seeking \$150,000 (which is an amount to be paid by Defendants in addition to the partial reimbursement of rent to the Class Members described above). You may review the fee application at www.sloapartmentsclasssettlement.com.

GETTING MORE INFORMATION

This Notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement.

Class Counsel represents the Class Members in this proceeding. They are your Court-appointed attorneys. For additional information about the Settlement and/or to obtain copies of the Settlement Agreement, please visit the website at www.sloapartmentsclasssettlement.com or you can contact Class Counsel *as follows*:

CLASS COUNSEL	DEFENDANTS’ COUNSEL
Joseph A. Ferrentino Stephen M. Hauptman Newmeyer & Dillion LLP 895 Dove Street, 5th Floor Newport Beach, CA 92660	Ali P. Hamidi James M. Purvis Cox Castle & Nicholson LLP 50 California Street, Ste 3200 San Francisco, CA 94111

To change your address for purposes of receiving a payment, you should identify your new address on the Claim Form.

PLEASE DO NOT CONTACT THE COURT CONCERNING THIS NOTICE OR THE SETTLEMENT