

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Linda Lee Soderstrom, Maria Johnson,  
Craig Goodwin, Jurline Bryant, and Julio  
Stalin de Tourniel, on behalf of themselves  
and all others similarly situated, and

Civil No. 0:16-cv-00233-ADM-KMM

HOME Line, a Minnesota nonprofit  
corporation,

Plaintiffs,

v.

MSP Crossroads Apartments LLC, a  
Minnesota corporation, and Soderberg  
Apartment Specialists (SAS), a Minnesota  
corporation,

Defendants.

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**DECLARATION OF AMANDA HORN  
CONCERNING PROPOSED NOTICE PROGRAM**

I, AMANDA HORN, declare and state as follows:

**INTRODUCTION**

1. I am the Senior Vice President of Client Services at JND Class Action Administration (“JND”). JND was retained by counsel for the Plaintiffs to administer the class action settlement in the case referenced in the caption above. As such, I have personal knowledge of the following facts and could competently testify to them.

2. JND was founded by Jennifer Keough, Neil Zola, and David Isaac, who have over 70 years of combined experience in the law and legal administration industries.

Moreover, I personally have over 20 years of experience managing class action settlements nationwide, including with Interim Co-Class Counsel.

3. JND is a legal administration services provider with operations centers in Denver, Minneapolis and Seattle. JND has extensive experience with all aspects of legal administration, and our team has designed and implemented notice programs in hundreds of cases.

### NOTICE PROGRAM SUMMARY

4. The objective of the Notice Program is to provide adequate notice to two classes of former and potential residents described as follows:

a. The **Displacement Class**: The Displacement Class includes all persons who were tenants at the rental housing complex headquartered at 7620 Penn Ave South, Richfield, MN 55423, formerly known as Crossroads At Penn and currently known as Concierge Apartments, and including 7600, 7610, 7700, 7710, and 7720 Penn Ave (the "Property"), as of September 30, 2015 but no longer reside there and whose household at the time of occupancy of Crossroads/Concierge included at least one person qualifying as a member of a protected class under the Fair Housing Act, 42 U.S.C. § 3602 et seq., (the "Act") under one of the following categories:

Non-white;  
Handicapped as defined by the Act;  
National origin; and  
Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.

b. The **Application Class**: The Application Class includes all persons who, from September 30, 2015 until the Execution Date of this Settlement Agreement, either applied for tenancy at Crossroads/Concierge, but were rejected, or completed a Guest Card expressing interest in tenancy at Crossroads/Concierge but did not apply, as a result of the screening criteria imposed by Defendants and whose

household included at least one person qualifying as a member of a protected class under the Act, under one of the following categories:

Non-white;  
Handicapped as defined by the Act;  
National origin; and  
Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.

5. The Notice Program described and detailed below has been designed to reach Class Members through direct mail. Specifically, the proposed Notice Program includes the following components:

- a. Direct mail notice and claim form by first-class U.S. mail to Class Members who can be identified through reasonable effort;
- b. A short form notice that will be used to post in local and strategically placed locations;
- c. An informational and interactive case-specific website on which the notices and other important Court documents are posted and downloadable; and
- d. A toll-free information line hosted and managed by HOME Line that Class Members can call for more information about the Action.

#### **DIRECT NOTICE**

6. Based on the Class definition and conversations with the parties to date, JND will implement direct mail notice program as the means to most effectively reach the classes.

7. JND understands that HOME Line and Defendants will provide the available mailing address information of the approximately 2,600 class members.

8. Upon receipt, JND will promptly load the Class Member data into a dedicated database that it will establish for this program. Prior to any direct mailing, JND will update all postal address information through the National Change of Address (“NCOA”) database<sup>1</sup> and skip-trace databases. JND will also conduct additional research on any notices that are returned as undeliverable without forwarding address information and re-mail any for which an alternative address is located, as needed.

9. To the extent some portion of the Class may use Spanish as their primary language, JND will include claim forms in both English and Spanish with the notice, as well as a Spanish short form notice which will provide a summary of the notice and the toll-free number and website, where they can obtain a copy of the long-form notice in Spanish. The long form notice is attached hereto as **Exhibit A**. The short form notice, which will be translated to Spanish for direct mailing is attached hereto as **Exhibit B**.

10. To attract the attention of the recipient so they will be encouraged to take action, JND will include bolded language on the outside of the envelope advising the recipients that important Court Ordered information is enclosed.

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<sup>1</sup> The NCOA database is the official United States Postal Service (“USPS”) technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained in the database for 48 months.

**PUBLIC NOTICE**

11. JND has been advised that, using the short form notice in both English and Spanish, HOME Line will post notice in strategic locations throughout the local area.

**DEDICATED CASE WEBSITE AND TOLL-FREE NUMBER**

12. JND will develop an informational, interactive website dedicated to the case at [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) to enable potential Class Members to get information about the litigation. This website will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines. Other available features will include a long form notice in both English and Spanish, claim form in both English and Spanish, an email contact form, frequently asked questions page in both English and Spanish, and other downloadable documents, including the Settlement Agreement.

13. The site will be optimized for mobile visitors so that information loads quickly on mobile devices, and will also be designed to maximize search engine optimization through Google and other search engines. Key words and natural language search terms will be included in the site's metadata in order to maximize search engine rankings.

14. Once established, the dedicated website will be maintained and will serve as an important resource to provide important updates to potential Class Members over the lifetime of the litigation.

15. In addition, HOME Line will manage the incoming telephone calls received in response to the notice program.

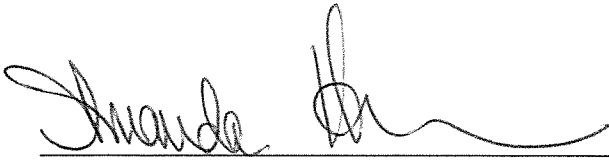
16. JND understands that HOME Line will develop a call script that they will use to answer questions received about the lawsuit. In addition to providing answers to general questions, the call script will direct callers to the case dedicated website or to contact JND via the email contact form.

**CONCLUSION**

17. This tailored notice campaign reflects a best-practices approach to give effective notice to these two classes.

I declare under the penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed on September 29 2017, at Seattle, Washington.

  
AMANDA HORN

# **EXHIBIT A**

**If You Were a Tenant At the Rental Housing Complex Headquartered at 7620 Penn Ave South, Richfield, MN 55423, formerly known as Crossroads At Penn and currently known as Concierge Apartments (“Crossroads/Concierge”), and including 7600, 7610, 7700, 7710, and 7720 Penn Ave, as of September 30, 2015 but no longer reside there;**

**OR, If You Applied for Tenancy at Crossroads/Concierge and were Rejected as a result of Screening Criteria Described Herein, imposed by Defendants, from September 30, 2015 until [DATE];**

**OR, If You Completed a Guest Card Expressing Interest in Tenancy at Crossroads/Concierge;**

**AND if Your Household When in Occupancy at Crossroads/Concierge Included At Least One Person Qualifying As A Member Of A Protected Class Under The Fair Housing Act, 42 U.S.C. § 3602 et seq., (the “Act”) under one of the following categories:**

**Non-white; Handicapped as defined by the Act; National origin; and Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit;**

**You May Be Affected by a Settlement in This Class Action.**

PARA UNA NOTIFICACION EN ESPAÑOL, LLAMAR **1-XXX-XXX-XXXX** O VISITAR  
[www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com).

*A federal court authorized this Notice. This is not a solicitation from a lawyer or a claims agent.*

- You are receiving this notice because a settlement that may affect you has been reached in a class action lawsuit in the United States District Court for the District of Minnesota.
- The Plaintiffs (former and potential future tenants) in this lawsuit allege that the Defendants—the owners and managers of the apartment complex formerly known as Crossroads at Penn and currently known as Concierge Apartments, headquartered at 7620 Penn Ave South, Richfield, MN 55423, and including 7600, 7610, 7700, 7710, and 7720 Penn Ave—discriminated on the basis of race, disability, familial status and national origin in violation of the Fair Housing Act, 42 U.S.C. § 3604(a), and that former and potential residents were injured as a result.
- A Settlement has been reached with Defendants MSP Crossroads Apartments LLC, and Soderberg Apartment Specialists (SAS) for members of two classes of former and potential residents. Defendants have agreed to implement equitable relief and to pay \$650,000 (“Settlement Fund”) to settle the claims against it by the Class. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement. Approval of this settlement by the Court will resolve all claims in this lawsuit with finality.
- Defendants deny the allegations made by Plaintiffs and this settlement is not an admission or determination of any wrongdoing by Defendants, nor is it a determination of the likely outcome of this case were it to proceed. Neither the Court nor a jury has decided whether Defendants did anything wrong.
- Your legal rights will be affected whether you act or don’t act. Specifically, you have the following options:

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.



## YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	<b>Stay in this lawsuit. You will be bound by the outcome of the Court's decision whether to approve the settlement but will not receive a payment unless you fill out a claim form.</b>
FILL OUT A CLAIM FORM	<b>Stay in the lawsuit. Follow the instructions on the claim form and return the claim form as instructed by [DATE]. If you are determined to be an eligible class member, you may receive a payment.</b>
COMMENT OR OBJECT	<b>Write to the Court about why you do or do not like the settlement.</b>
GO TO A HEARING	<b>Ask to speak in Court about the fairness of the settlement.</b>

- The Court in charge of this case must decide whether to approve the settlement. Payment will be made only if the Court approves the settlement, and, if there are any appeals, after appeals are resolved. Please be patient.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION .....PAGE 4**

1. Why did I get this notice?
2. What is this lawsuit about?
3. What makes this lawsuit a class action?
4. Who are the parties involved in the lawsuit?
5. Why is there a Settlement?

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6. How do I know if I am part of the Settlement Class?
7. Is anybody excluded from the Settlement Class?
8. How do I know if I am a member of a Protected Class?
9. How do I know if I qualify as someone who did not apply as a result of screening criteria?
10. I'm still not sure if I'm a Settlement Class Member.

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11. What does the Settlement provide?
12. Will I get a payment?
13. How can I get a payment?
14. When will I receive a payment?
15. If I am a member of the Settlement Class, what claims am I giving up?
16. Who are the "Released Parties"?
17. What does it mean to "indemnify the Releasing Parties"?

**YOUR RIGHTS AND OPTIONS .....PAGE 10**

18. Do I need to submit a claim to recover? Or pay someone else to file a claim for me?
19. What happens if I do nothing?
20. Will filling out a claim form affect any benefits that I receive?
21. What if I have a Medicare lien or receive Medicare benefits?
22. Will my contact information be given to government officials if I fill out a claim form?

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**THE LAWYERS REPRESENTING YOU .....PAGE 12**

24. Do I have a lawyer in this case?
25. Should I hire my own lawyer?
26. How will class counsel be paid?

**THE COURT'S FAIRNESS HEARING .....PAGE 13**

27. When and where will the Court decide whether to approve the settlement?
28. Do I have to come to the hearing?
29. May I ask to speak at the hearing?

**GETTING MORE INFORMATION.....PAGE 13**

30. How do I get more information and stay up to date on developments in the case?

## **BASIC INFORMATION**

### **1. WHY DID I GET THIS NOTICE?**

Defendants' records show that at some point from September 30, 2015 until now you either lived at Crossroads/Concierge, applied to live there but were rejected, or filled out a card expressing interest but did not apply. You may be a Settlement Class Member, if you meet the criteria listed in Question 6. If you are a Settlement Class Member, you have legal rights and options that you may exercise before the Court decides whether to approve the settlement.

### **2. WHAT IS THIS LAWSUIT ABOUT?**

The Plaintiffs claim that the Defendants MSP Crossroads Apartments LLC and Soderberg Apartment Specialists (SAS), who you may have known as your landlord, discriminated on the basis of protected class status, including race, disability, familial status and national origin in violation of the Fair Housing Act, 42 U.S.C. § 3604(a), and that former and potential residents were injured as a result. Plaintiffs allege both disparate impact and disparate treatment discrimination that is prohibited under federal law.

The Defendants have consistently denied the allegations that they engaged in any unlawful behavior under the Fair Housing Act. Neither the Court nor a jury has yet determined the merits of Plaintiffs' claims or Defendants' defenses.

### **3. DO I HAVE A LAWYER IN THIS CASE**

In a class action, one or more people, called Class Representatives, sue on behalf of themselves and all others who have similar claims. Everyone who has claims similar to the Class Representatives are Class Members, except for those who are excluded from the class (see Question No. 7).

In this case, the Court has not yet decided whether the Class Representatives are allowed, or may be certified, to proceed on the behalf of the Displacement Class and the Application Class in this class action lawsuit. Judge Ann D. Montgomery of the United States District Court for the District of Minnesota is overseeing this class action. The lawsuit is known as *Soderstrom et al v. MSP Crossroads Apartments LLC et al*, Civil No. 16-cv-00233-ADM-KMM.

More information can be found about the case by calling 1-XXX-XXX-XXXX or on the settlement website [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com), which contains lawsuit documents, including the Plaintiffs' Second Amended Class Action Complaint, in which they allege the Court should treat the case as a class action.

### **4. WHO ARE THE PARTIES INVOLVED IN THE LAWSUIT?**

Five individuals are currently serving as Class Representatives for the Settlement Class. Their names are Linda Lee Soderstrom, Maria Johnson, Craig Goodwin, Jurline Bryant, and Julio Stalin de Tourniel. In addition, there is one organization, HOME Line, who is also a Plaintiff. The Defendants in this lawsuit are MSP Crossroads Apartments LLC (MSP), and Soderberg Apartment Specialists (SAS) — the owners and managers of the apartment complex formerly known as Crossroads at Penn and currently known as Concierge Apartments, headquartered at 7620 Penn Ave South, Richfield, MN 55423, and including 7600, 7610, 7700, 7710, and 7720 Penn Ave.

### **5. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of either the Plaintiffs or the Defendants. Plaintiffs and Class Counsel thoroughly investigated the facts and law regarding the claims at issue in this litigation, as well as Defendants' potential defenses. While Plaintiff and the Class would have sought substantial damages had the case gone to trial, Defendants

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

maintain that Plaintiffs’ claims lack merit and that the claims would have been rejected either prior to trial, at trial, or on appeal. In addition, the parties all recognized that protracted litigation could have taken years to resolve.

None of those issues were decided by the Court or a jury. Instead, recognizing the risks inherent in any trial, and after engaging in lengthy, detailed negotiations in settlement conferences with the magistrate judge assigned to the case, the parties agreed to settle the case. With this resolution, the parties will all avoid the cost and risk of adverse outcomes before or after trial or on appeal, and the affected class members will be compensated. For these reasons, Plaintiffs and Class Counsel believe the settlement is a good result for all Settlement Class Members.

## WHO CAN PARTICIPATE IN THE SETTLEMENT?

### 6. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT CLASS?

The Court has not certified a Class in this lawsuit. Rather, Plaintiffs and Defendants have negotiated two parts of the Settlement Class to be certified only for settlement purposes. You are qualified as a Settlement Class Member if you meet one or both of the descriptions below. See Question No. 8 for more information about the categories of protected classes.

- **The Displacement Class:** The Displacement Class includes all persons who were tenants at the rental housing complex headquartered at 7620 Penn Ave South, Richfield, MN 55423, formerly known as Crossroads At Penn and currently known as Concierge Apartments, and including 7600, 7610, 7700, 7710, and 7720 Penn Ave (the “Property”), as of September 30, 2015 but no longer reside there and whose household at the time of occupancy of Crossroads/Concierge included at least one person qualifying as a member of a protected class under the Fair Housing Act, 42 U.S.C. § 3602 et seq., (the “Act”) under one of the following categories:

- Non-white;
- Handicapped as defined by the Act;
- National origin; and
- Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.

- **The Application Class:** The Application Class includes all persons who, from September 30, 2015 until the Execution Date of this Settlement Agreement, either applied for tenancy at Crossroads/Concierge, but were rejected, or completed a Guest Card expressing interest in tenancy at Crossroads/Concierge but did not apply, as a result of the screening criteria imposed by Defendants and whose household included at least one person qualifying as a member of a protected class under the Act, under one of the following categories:

- Non-white;
- Handicapped as defined by the Act;
- National origin; and
- Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.

To be a Settlement Class member for both the Displacement Class and the Applicant Class, you must meet both sets of criteria.

### 7. IS ANYBODY EXCLUDED FROM THE SETTLEMENT CLASS?

No persons are explicitly excluded from the Settlement Class unless they have separately settled with Defendants.

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

**8. HOW DO I KNOW IF I AM A MEMBER OF A PROTECTED CLASS?**

“Protected class” is a term that describes a common characteristic or demographic trait among a group of people that is covered under federal rules outlining forms of discrimination in rental housing.

In order to be a Settlement Class Member, at least one member of your household (including yourself), must qualify as a member of a protected class under the Federal Fair Housing Act, 42 U.S.C. § 3602 et seq., (the “Act”) under one of the following categories: Non-white; Handicapped as defined by the Act; National origin; and Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.

If you or a member of your household identify as a race other than white or Caucasian, you would qualify as non-white. If you or a member of your household has a disability (meaning a physical or mental impairment that substantially limits major life activities, or you are regarded as having such an impairment) you would qualify as handicapped. If you or a member of your household was born in a different country, or your ancestors came from a different country, and you believe you were treated differently as a result, you would qualify under national origin. If you or a member of your household, or a person you desired to be a member of your household, was a child under 18, and counting that child as an occupant made your household more than two persons, you would qualify under familial status.

**9. HOW DO I KNOW IF I QUALIFY AS SOMEONE WHO DID NOT APPLY AS A RESULT OF SCREENING CRITERIA?**

You may have decided to not apply for any of several reasons, but if one of those reasons was based upon not being able to meet the Defendants’ screening criteria, you would qualify to apply. The Defendants’ screening criteria that were specifically at issue in this lawsuit included:

- 625 minimum credit score
- Occupancy standard of no more than 2 persons per bedroom
- Minimum income of two and one-half times the rent amount
- No evictions for non-payment of rent in the past 3 years
- No evictions for any other reasons in the past 6 years
- “Applicants with a criminal history may be rejected”
- Non-acceptance of Section 8 or other housing subsidies
- Requirement of including Social Security Number in application

**10. I’M STILL NOT SURE IF I’M A SETTLEMENT CLASS MEMBER.**

If you are not sure whether you are a member of the Settlement Class, contact HOME Line toll-free at 1-XXX-XXX-XXXX or visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com).

**THE SETTLEMENT BENEFITS**

**11. WHAT DOES THE SETTLEMENT PROVIDE?**

Subject to Court approval, Defendants will implement the following equitable and injunctive relief:

- 1) Beginning on the Effective Date of this Settlement Agreement and for the three years following, Defendants will amend their screening criteria for tenancy at Concierge Apartments as follows:

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

- (i) In determining eligibility for tenancy at Crossroads/Concierge, Defendants will discontinue the use of a standard requiring all tenants to have monthly income equal to at least two and one-half times the monthly rent amount. Defendants will not impose a minimum income requirement, except that where an applicant for tenancy has a zero credit score, the applicant must submit proof of monthly income equal to at least four times the monthly rent amount.
  - (ii) The occupancy of each unit at Crossroads/Concierge will be limited to two persons per bedroom, however, Defendants will not consider individuals under the age of 2 years old for purposes of determining the number of occupants and will comply with Minnesota Statute section 504B.315.
  - (iii) In evaluating an applicant's rental history, Defendants will consider evictions for any reason at any time in the three years immediately preceding the date the application is submitted. Defendants will not consider evictions more than three years old as of the date the application is submitted. Defendants will not consider eviction actions when there is a judicial determination that the tenant is the prevailing party.
  - (iv) Applicants must have a credit score of 625 or higher.
  - (v) In evaluating an applicant's criminal history, Defendants will not deny any applicant solely based on an arrest. Defendants will consider open and pending charges, and will look at convictions with consideration for the date of the disposition; the severity of the offense; the impact that the offense may have on the potential safety and welfare of residents and management staff; and conformance to rental licensing, local ordinance requirements, and participation in any crime free/drug free housing program. Defendants will not consider criminal charges against an applicant that, upon final determination, did not result in a conviction.
  - (vi) All applicants must provide a Social Security Number, except that when an applicant does not have a social security number, the applicant must provide Defendants information sufficient for Defendants to obtain reliable information relating to the applicant's suitability for tenancy, including information related to credit score, rental history, and criminal history. Examples of information that may be sufficient, but are not necessarily sufficient under this paragraph include an I-94 form or passport, an Individual Taxpayer Identification Number (ITIN), a Permanent Resident Card or Alien Registration Receipt Card, Form 1-551, and Employment Authorization Card, or a Temporary Residence Card. An applicant's inability to provide such information sufficient for Defendants to obtain reliable information will result in rejection of the application.
  - (vii) All applicants over the age of 18 must provide a current, government issued photo identification. Acceptable forms of identification include a valid drivers' license, valid identification card issued by a foreign or domestic government, valid United States military identification, or valid passport.
- 2) Defendants will amend all screening criteria for applications for tenancy at Crossroads/Concierge to be consistent with these terms, including all public marketing materials, application materials, screening criteria disclosures, and any other publicly facing documents, including websites.
  - 3) Defendant Soderberg Apartment Specialists will recommend to the owners of each of the properties for which it is retained as the property management company that the owners of those properties amend the screening criteria applicable to applications for tenancy at those properties consistent with the screening criteria above.
  - 4) Defendants will provide training on the Fair Housing Act to all leasing agents employed at Crossroads/Concierge.

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

- 5) For any property acquired by Defendant MSP Crossroads Apartments LLC (MSP) or an entity in which MSP or at least one member or director of MSP beneficially owns, holds, or controls an ownership interest or which is an affiliate of MSP, if that property is managed by Soderberg Apartment Specialists (SAS), Defendants agree that they will apply the screening criteria set forth above.

In addition, Defendants will pay \$650,000 to resolve all claims in the lawsuit, which shall be allocated as follows:

- 1) **Equitable Relief Fund.** A minimum of \$200,000, plus any funds remaining unspent after notice administration costs, and any funds deemed waived, will be allocated to the NOAH Impact Fund, which is a subsidiary non-profit entity of the Greater Minnesota Housing Fund, for the purpose of assisting in the acquisition and preservation of naturally affordable rental properties in the Twin Cities Metro Area at risk of conversion to higher rents and the threat of displacement of low and moderate income residents.
- 2) **Class Payments.** A total of \$300,000 will be allocated to Participating Class Members as follows:
  - a. A total of \$290,000 will be allocated to Displacement Class Members. Although the size of payments made to Participating Class Members pursuant to this paragraph cannot be known until after the Claims Deadline, such payments will be allocated as follows: each Unit will be allocated a pro rata share of the funds allocated, and if multiple Participating Class Members of the Displacement Class are associated with the same Unit timely submit a valid, executed Claim Form and Release, each such person will receive a pro rata share of the funds allocated for that Unit.
  - b. A total of \$10,000 will be allocated to Participating Class Members with respect to the Application Class. Application Class member awards will not exceed \$25 per Participating Class Member, and any funds allocated but not distributed will revert to the Equitable Relief Fund.
- 3) **Plaintiff Payment.** HOME Line will be allocated \$40,000 to resolve all claims brought on its own behalf.
- 4) **Attorneys' Fees, Incentive Awards, and Notice and Administration Costs.** Class Counsel will be allocated a total of \$76,000 as reimbursement of reasonable litigation expenses and attorney's fees. Class Counsel will also request up to \$14,000 in service award payments for Class Representatives, and up to \$20,000 for expenses related to the Notice Program and Claims Administration.

## 12. WILL I GET A PAYMENT?

If you are a Settlement Class Member, you will be eligible to file a claim form to receive your share of money from the Settlement. You must validly fill out a claim form accurately and return it by [DATE] in order to receive payment.

Although the size of payments made to Participating Class Members pursuant to this paragraph cannot be known until after the Claims Deadline, such payments will be allocated as follows:

**For the Displacement Class:** Each Unit will be allocated a pro rata (equal) share of the funds allocated, and if multiple Participating Class Members of the Displacement Class are associated with the same Unit timely submit a valid, executed Claim Form and Release, each such person will receive a pro rata (equal) share of the funds allocated for that Unit.

**For the Application Class:** Each Participating Class Member will be allocated a pro rata share of the funds allocated, to a maximum of \$25 per person.

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

**13. HOW CAN I GET A PAYMENT?**

This notice was mailed with a claim form with a series of blanks and questions on it. You must fill out a claim form accurately and return it by [DATE] in order to receive payment. If you have questions about how to accurately complete the claim form, contact HOME Line toll-free at 1-XXX-XXX-XXXX or visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com).

If you did not receive a claim form, or you are hearing of this lawsuit from public notice or other means, you can get a claim form by contacting HOME Line toll-free at 1-XXX-XXX-XXXX, emailing the Settlement Administrator at XXX@jndla.com or visiting the Important Documents page on the website [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com).

**14. WHEN WILL I RECEIVE A PAYMENT?**

Here is the process that must be completed for you to receive payments. First, all claim forms must be returned by [DATE]. Second, the Court will hold a hearing on [DATE] to decide whether to approve the settlement. If the Court approves the settlement, it is possible that an affected class member may appeal. Resolving any appeals could take significant time, perhaps more than a year. In addition, certain Settlement Class Members who are Medicare beneficiaries may experience additional delays related to that program (see Question No. 21). All Settlement Class Members will be informed of the progress of the settlement and the litigation at the litigation website, [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com). Please be patient and please visit the website regularly for updates. You may also call HOME Line toll-free at 1-XXX-XXX-XXXX with questions.

**15. IF I AM A MEMBER OF THE SETTLEMENT CLASS, WHAT CLAIMS AM I GIVING UP?**

The parties have agreed to resolve this case because Plaintiffs allege that Defendants acted or refused to act on grounds that apply generally to the Settlement Class, which means that all claims related to the lawsuit will be finally determined if the Court approves the Settlement. That means you can't sue, continue to sue, or be part of any other lawsuit against Defendants or related entities (see Question No. 16) about the legal issues in this case or any claims related to the conduct and transactions alleged in the litigation. It also means that all of the Court's orders will apply to you and legally bind you. As described in the Settlement Agreement, upon the occurrence of the Date of Final Approval, and in consideration of the consideration set forth in this Agreement, the Releasing Parties, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to, and by operation of the Order and Final Judgment shall have, hereby fully, finally, and forever released, relinquished, and discharged the Released Party of all of the Released Claims.

A full description of the claims you are giving up against the Defendants and related parties is set forth in the Settlement Agreement, which may be obtained on the litigation website, [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com), or by contacting the Settlement Administrator by email at XXX@jndla.com, or HOME Line at 1-XXX-XXX-XXXX.

**16. WHO ARE THE "RELEASED PARTIES?"**

The claim form and Settlement Agreement use the term "Released Parties" to mean Defendants and certain other entities related to Defendants: Defendants' predecessors, successors, assigns, subsidiaries and affiliates, and their respective past, present and future officers, directors, employees, partners, agents, servants, successors, attorneys, insurers, representatives, and assigns. If the Court approves the Settlement, Settlement Class Members (subject to exceptions specifically described in the Settlement Agreement) will not be able to sue, or continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this case or any claims related to the conduct and transactions alleged in the litigation.

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.



**17. WHAT DOES IT MEAN TO “INDEMNIFY THE RELEASING PARTIES”?**

The claim form and Settlement Agreement require you to certify that the information that you’re providing is accurate and complete, and use the term “indemnify” to mean that if you provide inaccurate or incomplete information, and that inaccurate or incomplete information results in debts or liabilities from Medicare, you may be responsible for paying those debts or liabilities. For more information related to Medicare, see Question 21.

**YOUR RIGHTS AND OPTIONS**

**18. DO I NEED TO SUBMIT A CLAIM FORM TO RECOVER? OR PAY SOMEONE ELSE TO FILE A CLAIM FOR ME?**

You must file a claim form to recover any money. If the court approves the settlement, all class members will be deemed to have released their claims (subject to exceptions specifically described in the Settlement Agreement), but **ONLY** people who complete and return this Claim form will be eligible to receive settlement payments.

You may receive offers from companies, not affiliated with the Court or Class Counsel, that specialize in helping Class Members to complete and file your claim in return for your agreement to pay them a percentage of the amount you receive. **YOU DO NOT NEED TO PAY ANYONE TO FILE YOUR CLAIM.** Before you sign a contract with one of these companies, you should closely read the claim form and this notice. Then you can decide whether it is worth the cost to pay someone to file your claim.

You can always seek help from the Settlement Administrator, HOME Line, or Class Counsel at no charge.

**19. WHAT HAPPENS IF I DO NOTHING?**

If the court approves the settlement, all class members will be deemed to have released their claims (subject to exceptions specifically described in the Settlement Agreement), but **ONLY** people who complete and return the Claim form will be eligible to receive settlement payments. So if you do nothing, you will be bound by the Court’s Orders and the settlement terms but you will not receive payment. You may still benefit from the equitable relief (changes to screening criteria and creation of the housing fund) implemented by Defendants.

**20. WILL FILING OUT A CLAIM FORM AFFECT ANY BENEFITS THAT I RECEIVE?**

Some of you receive payments or assistance under various public benefit programs. In some cases, receiving a lawsuit settlement payment like this can affect the payments you receive under those programs, or your continued eligibility under those programs. (For a special situation related to Medicare, see Question No. 21.) This can happen one of two ways, if the program rules consider the payment to be either “income” or an “asset.” Generally, most programs do not consider lawsuit settlements of this kind to be income. They may, however, consider such payments to be an asset. That only matters if receiving the payment pushes your total assets above the limit for the program. Even then, it is usually possible to “spend down” the funds so as to not affect your eligibility or ongoing payments. You should report this payment to your caseworker and seek advice about whether there is anything you need to do to make sure the payment does not affect your benefits.

**21. WHAT IF I HAVE A MEDICARE LIEN OR RECEIVE MEDICARE BENEFITS?**

Medicare is a national social insurance program run by the U.S. federal government that assists people over 65 years old or some younger people who have disabilities.

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

Defendants’ insurance companies that are paying the settlement have special rules and federal laws they must follow that relate to the Medicare program. If Medicare has made a payment for medical services you received for an injury or condition that relates to this lawsuit, federal law might require Defendants to pay some or all of your settlement claim in this lawsuit to Medicare instead of to you. In general, unless you are on Medicare and received medical care that was directly related to the harm this lawsuit addresses, such as medical care specifically for emotional stress due to being displaced, the chances of having a settlement payment claimed by Medicare are probably low. But to follow the Medicare laws, Defendants need to know whether any class member’s claim should be paid directly to Medicare. The questions on the Medicare section of the claim form will help in making that determination. In certain circumstances, your settlement payment might be withheld temporarily or permanently while Medicare decides whether it will claim a right to your payment. If Medicare does decide to claim a right to your payment, you will have the right to contest that decision and provide Medicare with reasons why it should not claim your payment. It will be your responsibility to decide whether to contest Medicare’s decision and to complete that process directly with Medicare. That process is separate from this case.

If you are not eligible for Medicare (not over 65 and/or not disabled), this will not apply to you; however, you do need to complete part C of the claim form to confirm you do not have Medicare.

**22. WILL MY INFORMATION BE GIVEN TO GOVERNMENT OFFICIALS IF I FILL OUT A CLAIM FORM?**

No. The information you submit on your claim form will be used by Class Counsel to determine whether you are eligible to receive a settlement payment and, if so, the size of that payment. Defendants may use some of the information from your claim form to determine whether they need to pay your claim to you or to Medicare. And if you receive a large enough payment, Class Counsel may be required by law to file a tax form containing some of your information with the Internal Revenue Service (“IRS”). None of the information you submit on your claim form will be used in any other way.

**COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

**23. HOW CAN I TELL THE COURT WHAT I THINK ABOUT THE SETTLEMENT?**

If you’re a Settlement Class Member, you can tell the Court what you think of the settlement. You can comment on or object to any part of the settlement. You can give reasons why you think the Court should approve the settlement or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing. Your comment or objection must contain the following information: (1) your name, address and telephone number, and if you are represented by counsel, the name, address and telephone number of such counsel; (2) certification that you are a Settlement Class member; (3) a list of all legal proceedings in which you have filed an objection related to any class action settlement within the past five years; (4) a written statement specifically describing all of your objections to the Settlement and the reasons for such objections; and (5) a statement as to whether the Settlement Class member intends to attend the Final Approval Hearing. You may only object on your own behalf.

You must make your objection in writing and submit it by mail. To be considered by the Court, your comment or objection must be postmarked by **[DATE]**, filed with the Clerk of Court, and mailed and emailed to the following addresses:

**Court:** Clerk of Court, United States District Court for the District of Minnesota, 300 South Fourth Street Suite 202, Minneapolis, MN 55415

**For Plaintiffs and/or Class Counsel:** Kristen G. Marttila, Kate M. Baxter-Kauf, LOCKRIDGE GRINDAL NAUEN P.L.L.P., 100 Washington Avenue South, Suite 2200, Minneapolis, MN 55401, kgmarttila@locklaw.com, kmbaxter-kauf@locklaw.com and Timothy L. Thompson, Lael Robertson, HOUSING JUSTICE CENTER, 570 Asbury Street, Suite 104, Saint Paul, MN 55104, tthompson@hjcmmn.org, lrobertson@hjcmmn.org.

**For Defendants:** Bradley J. Lindeman, Margaret R. Ryan, MEAGHER & GEER, PLLP, 33 South Sixth Street, Suite 4400, Minneapolis, MN 55402, blindeman@meagher.com, mryan@meagher.com and Donna Hanbery, Christopher Kalla, HANBERY & TURNER, P.A., 33 South Sixth Street, Suite 4160, Minneapolis, MN 55402, hanbery@hnclaw.com, kalla@hnclaw.com.

If you do not timely submit a written comment or objection as directed above, your views will not be considered by the Court or any court on appeal.

**THE LAWYERS REPRESENTING YOU**

**24. DO I HAVE A LAWYER IN THIS CASE**

The Court appointed the firms and lawyers listed below as Interim Class Counsel in this case. You may contact them about the case.

Interim Class Counsel:	Interim Class Counsel:
Charles N. Nauen (#121216) Kristen G. Marttila (#0346007) Kate M. Baxter-Kauf (#392037) LOCKRIDGE GRINDAL NAUEN P.L.L.P. 100 Washington Avenue South, Suite 2200 Minneapolis, MN 55401 Tel: (612) 339-6900 Fax: (612) 339-0981 cnnauen@locklaw.com kgmarttila@locklaw.com kmbaxter-kauf@locklaw.com	Timothy L. Thompson (#0109447) Lael Robertson (#0348211) HOUSING JUSTICE CENTER 570 Asbury Street, Suite 104 Saint Paul, MN 55104 Tel: (651) 642-0102 tthompson@hjcmmn.org lrobertson@hjcmmn.org

**25. SHOULD I HIRE MY OWN LAWYER**

You do not need to hire your own lawyer. Class Counsel is working on your behalf. But you may hire—and pay for—your own lawyer if you wish. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

**26. HOW WILL CLASS COUNSEL BE PAID?**

To date, Class Counsel have not been paid any attorneys’ fees or reimbursed for any out-of-pocket costs in connection with the litigation. Class Counsel are asking that the Court provide a limited amount of attorneys’ fees and expense reimbursement as part of approving the settlement. That amount is detailed above in Question 11. If you have questions about payments and expense reimbursement allocated to Class Counsel, you may contact HOME Line toll-free at 1-XXX-XXX-XXXX or visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com).

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts which the Court determines are fair and reasonable. You will not have to pay these fees and expenses directly.

## **THE COURT'S FAIRNESS HEARING**

### **27. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Fairness Hearing at [DATE], at the United States District Court for the District of Minnesota, United States Courthouse, Courtroom 13W, 300 South Fourth Street, Minneapolis, Minnesota 55415. The hearing may be moved to a different date or time without additional notice, so if you plan to attend in person you should check [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or contact HOME Line 1-free at 1-XXX-XXX-XXXX before making travel or work plans. At the Final Fairness Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are comments or objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

### **28. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will be prepared to answer any questions the Court asks at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as your written comment or objection is postmarked by [DATE], the Court will consider it. You also may have your own lawyer attend, at your expense, but it's not required.

### **29. MAY I ASK TO SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the Final Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection, either in person or through an attorney hired at your own expense, you need to file a written notice of intention to appear with the Clerk of Court. This notice must be postmarked by [DATE], and mailed to each of the addresses listed in Question 23.

## **GETTING MORE INFORMATION**

### **30. HOW DO I GET MORE INFORMATION AND STAY UP TO DATE ON DEVELOPMENTS IN THE CASE?**

This Notice summarizes the settlement. More details are available in the Settlement Agreement. Please visit the website, [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com), where you will find several informative documents, including complete copies of the Settlement Agreement, several relevant court documents, the Plaintiffs' Second Amended Consolidated Class Action Complaint, and Defendants' Answers to Plaintiffs' Complaint. You should check the website regularly for updates on the case.

You may also speak to Class Counsel using the contact information in Question 24, or you may speak with a representative at HOME Line at 1-XXX-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT.

Dated: \_\_\_\_\_, 2017

# **EXHIBIT B**

## LEGAL NOTICE

**You May Be Affected by a Class Action If You Were a Tenant At the Rental Housing Complex Headquartered at 7620 Penn Ave South, Richfield, MN 55423, formerly known as Crossroads At Penn and currently known as Concierge Apartments (“Crossroads/Concierge”), and including 7600, 7610, 7700, 7710, and 7720 Penn Ave, as of September 30, 2015 but no longer reside there;**

**OR, If You Applied for Tenancy at Crossroads/Concierge and were Rejected as a result of Screening Criteria Described Herein, imposed by Defendants, from September 30, 2015 until [DATE];**

**OR, If You Completed a Guest Card Expressing Interest in Tenancy at Crossroads/Concierge;**

**AND if Your Household When in Occupancy at Crossroads/Concierge Included At Least One Person Qualifying As A Member Of A Protected Class Under The Fair Housing Act, 42 U.S.C. § 3602 et seq., (the “Act”) under one of the following categories:**

**Non-white; Handicapped as defined by the Act; National origin; and Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.**

*PARA MAS INFORMACION EN ESPAÑOL, LLAMAR 1-XXX-XXX-XXXX O VISITAR  
www.CrossroadsApartmentsSettlement.com.*

## **WHAT’S THIS ABOUT?**

There is a class action lawsuit in the United States District Court for the District of Minnesota which may affect you. The Plaintiffs (former and potential future tenants) in this lawsuit allege that the Defendants—the owners and managers of the apartment complex formerly known as Crossroads at Penn and currently known as Concierge Apartments (“Crossroads/Concierge”), headquartered at 7620 Penn Ave South, Richfield, MN 55423, and including 7600, 7610, 7700, 7710, and 7720 Penn Ave—discriminated on the basis of race, disability, familial status and national origin in violation of the Fair Housing Act, 42 U.S.C. § 3604(a), and that former and potential residents were injured as a result.

A Settlement has been reached between all parties of the lawsuit. Defendants MSP Crossroads Apartments LLC, and Soderberg Apartment Specialists (SAS) have agreed to implement equitable relief and to pay \$650,000 to settle the claims against it by the Class. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement. Approval of this settlement by the Court will resolve all claims in this lawsuit with finality. Defendants deny the allegations made by Plaintiffs and this settlement is not an admission or determination of any wrongdoing by Defendants.

## **WHO’S AFFECTED?**

The lawsuit is proceeding as a class action on behalf of two classes of former or potential Crossroads/Concierge tenants. These classes include:

- **The Displacement Class:** The Displacement Class includes all persons who were tenants at Crossroads/Concierge, as of September 30, 2015 but no longer reside there and whose household at the time of occupancy of Crossroads/Concierge included at least one person qualifying as a member of a protected class under the Fair Housing Act, 42 U.S.C. § 3602 et seq., (the “Act”) under one of the following categories:

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Questions? Visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com) or call 1-XXX-XXX-XXXX for more information.

Non-white;  
Handicapped as defined by the Act;  
National origin; and  
Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.

- **The Application Class:** The Application Class includes all persons who, from September 30, 2015 until the Execution Date of this Settlement Agreement, either applied for tenancy at Crossroads/Concierge, but were rejected, or completed a Guest Card expressing interest in tenancy at Crossroads/Concierge but did not apply, as a result of the screening criteria imposed by Defendants and whose household included at least one person qualifying as a member of a protected class under the Act, under one of the following categories:

Non-white;  
Handicapped as defined by the Act;  
National origin; and  
Familial status, limited to those tenants who had or desired to have more than two individuals reside in the unit due to at least one individual under the age of 18 residing in the unit.

These classes are defined in full in the Class Notice, which is available on the case website at [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com), by calling HOME Line at 1-XXX-XXX-XXXX, or by emailing the Settlement Administrator at XXX@jndla.com.

## WHAT ARE YOUR OPTIONS?

If you are a Class Member, your legal rights will be affected whether you act or don't act. If you do nothing, you will remain in the lawsuit. You will be bound by the outcome of the Court's decision whether to approve the settlement but will not receive a payment unless you fill out a claim form. If you fill out a claim form, you may receive a payment. You must follow the instructions on the claim form and return the claim form as instructed by [DATE]. If you are determined to be an eligible class member, you may receive a payment.

You may also comment or object to the lawsuit, and write to the Court about why you do or do not like the settlement. You may also attend the final fairness hearing, scheduled for [DATE], to tell the Court about the fairness of the settlement.

The Court has appointed lawyers to represent you at no cost to you ("Class Counsel"). They are currently pursuing the lawsuit against the Defendants on your behalf. You do not have to hire your own lawyer but you may do so at your own cost. If Class Counsel obtains money for the Classes, they will ask the Court for an award of fees and expenses. You will not have to pay these fees and expenses. If the Court grants Class Counsel's request, the fees and expenses will be paid out of the Settlement.

**This is a summary notice only. For more information about the lawsuit, including a copy of the full Class Notice, the claim form, and more information on how to object or comment, visit [www.CrossroadsApartmentsSettlement.com](http://www.CrossroadsApartmentsSettlement.com), call 1-XXX-XXX-XXXX, or by email XXX@jndla.com. DO NOT CONTACT THE PARTIES OR THE COURT DIRECTLY.**