NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this Notice. This is not a solicitation from a lawyer.

BRUNS ET AL. V. AVONDALE APARTMENTS, LLLP ET AL.
CASE NUMBER 2025CV32021, DENVER DISTRICT COURT, DIVISION 424
(THE "AVONDALE" CLASS ACTION LAWSUIT)

RE: SETTLEMENT OF CLASS ACTION LAWSUIT

Why am I getting this Notice?

If you leased a residential rental unit at the Avondale Apartment complex located at 3275 W. 14th Ave., Denver, Colorado 80204, at any time between June 6, 2022 and November 3, 2026, you and all adult members of your household who were identified on the lease and had a right to occupy the leased unit ("Avondale Class"), are entitled to receive a payment under the settlement agreement.

In addition to being eligible as an Avondale Class Member, you may also be eligible for payment if you are handicapped as that term is defined by the Colorado Fair Housing Act and your handicap impacts your mobility and/or ability to ascend or descend stairs ("Fair Housing Subclass").

The Avondale Class Action Lawsuit was brought against Avondale Apartments LLLP, Del Norte Neighborhood Development Corporation, Silva Management Partners, LLC, and Ross Management LMG LLC d/b/a Ross Envolve (the "Defendants") by Buffy Bruns, Jeanie Chase, Bill Conner, and Marva Lysaker (the "Representative Plaintiffs") alleging that residents and other occupants of the Avondale Apartments were subjected to violations of Colorado's warranty of habitability, the Colorado Fair Housing Act, breach of contract due to poor living conditions and inoperable elevators.

The Representative Plaintiffs have reached a proposed Settlement with Defendants on behalf of themselves and all members of the Class.

The purpose of this Notice is to inform you of your rights with respect to the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING (Receive Money)	If you are part of the Class, you are eligible to receive payment as part of the Settlement. **If you want to receive your share of the Settlement, you do not have to do anything**. In exchange for receiving your share of the Settlement, you will be bound by the final judgment entered as part of the settlement process. You would not be able to individually sue the Defendants nor the Released Parties for poor living conditions and/or inoperable elevators between June 6, 2022, and November 3, 2026.
SUBMIT A FAIR HOUSING SUBCLASS CLAIM (Potentially Receive Additional Money)	If you are handicapped as that term is defined by the Colorado Fair Housing Act and your handicap impacts your mobility and/or ability to ascend or descend stairs, you may be a Fair Housing Subclass Member and may be entitled to additional money. **If you want to be considered for the Fair Housing Subclass, you must submit and complete a valid Claim Form** to demonstrate your membership in the Fair Housing Subclass.

	To submit a timely claim, you must submit and complete a valid Claim Form **on or before January 2, 2027.** Within fourteen (14) days after you submit a complete, valid, and timely Fair Housing Subclass Claim Form, you will either: (1) receive notification that your Fair Housing Subclass claim has been accepted; (2) receive notification that your Fair Housing Subclass claim has been rejected; or (3) receive notification that additional information is needed. If your Fair Housing Subclass Claim is accepted, you will be bound by the final judgment entered as part of the settlement process in exchange for receiving your share of the Fair Housing Subclass settlement proceeds. You would not be able to sue the Defendants nor the Released Parties for poor living conditions and/or inoperable elevators between June 6, 2022, and November 3, 2026.
ASK TO BE EXCLUDED (Receive No Money)	If you want to exclude yourself from the Settlement, no longer be a member of the Class or Subclass, receive no money from the settlement, and not be bound by any final judgment entered by the Court, you may "opt out" by completing and returning the enclosed Opt-Out Form **on or before January 2, 2027.** If you opt out, you may still bring a claim against Defendants for violation of warranty of habitability, the Colorado Fair Housing Act, or breach of contract, to the extent allowable by law and the applicable statute of limitations, by filing your own separate lawsuit.
OBJECT	If you want to remain part of the Class, but object to the terms of the Settlement, you may object to the settlement by filing a written objection with the Court or the Settlement Administrator and/or appearing at the hearing described below. Any written objection must be submitted to the Settlement Administrator or filed with the Court **on or before January 2, 2027**.
APPEAR IN COURT	A hearing is set where the Court will consider whether the Settlement and proposed attorney's fee are fair and reasonable and should be approved. **The hearing is at 1:30 p.m., on March 4, 2027, in the Denver District Court, 1437 Bannock St., Denver, CO 80202, Courtroom 424.** **You do not have to appear at this hearing**. However, you are entitled to appear and address the Court. Note that appearing does not change the requirements for asking to be excluded from the settlement or objecting to the settlement, as described above.

1. What is the Settlement?

Defendants and the Representative Plaintiffs preliminarily reached a settlement, subject to Court approval, for claims by Representative Plaintiffs and the Class against Defendants that tenants at the Avondale Apartments were subject to violations of Colorado's warranty of habitability, the Colorado Fair Housing Act, and breach of contract due to poor living conditions and inoperable elevators from June 6, 2022 to the date of this Notice.

The total settlement amount is $2,000,000.00, inclusive of attorneys' fees, attorneys' expenses, settlement administration expenses, and service payments. The settlement amount—after fees, expenses, and service

award—will be distributed to members of the Class and Subclass on a pro rata basis based on Class and Subclass Members' length of tenancy.

Class Counsel, DeGolia Law P.C. and Milstein Turner PLLC, intend to ask the Court for $666,666.67 (one third of the $2,000,000 settlement amount) to reimburse them for attorney fees, plus approximately $4,500 in litigation expenses. Representative Plaintiffs intend to request Service Payments in the amount of $7,500 each to compensate Representative Plaintiffs for their services to the Class in securing this settlement.

In exchange for the settlement amount, Representative Plaintiffs and the Class will release all claims they have against Defendants and other Released Parties for claims that tenants of the Avondale Apartments were subject to violations of Colorado's warranty of habitability, the Colorado Fair Housing Act, and breach of contract. The Released Parties are Defendants, and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, lenders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing.

This is merely a summary. The complete Settlement is available for review on the Settlement Website, through the Court docket or by contacting the Settlement Administrator.

2. What happens if I do nothing at all?

If you are receiving this Notice, the Settlement Administrator has determined you are a member of the Avondale Class. **If you wish to receive your share of the Settlement, you do not have to do anything**. Keep in mind that if you remain a member of the Class, you will not be able to sue, or continue to sue, Defendants or any other Released Parties as part of any other lawsuit about the same issues that are the subject of this lawsuit (*i.e.*, claims that Avondale Apartments tenants were subject to violations of Colorado's warranty of habitability, the Colorado Fair Housing Act, breach of contract, or other possible claims arising from the same or similar facts). You will also be legally bound by all orders the Court issues and judgments the Court makes in this class action. Settlement payments will be issued by check and sent to you by regular mail. If you do not seek to be excluded from the class as described below, you may, if you desire, enter an appearance through an attorney.

3. What should I do if I have a mobility-related disability?

If you are handicapped as that term is defined by the Colorado Fair Housing Act and your handicap impacts your mobility and/or your ability to ascend or descend stairs, you may be a Fair Housing Subclass Member and may be entitled to additional money under the Settlement. In order to be eligible for any additional payment under the Fair Housing Subclass, you must complete and send the enclosed form to the Settlement Administrator, including by providing medical documentation of your specific handicap. To be considered, the form must be emailed, postmarked, or submitted via the Settlement Website **on or before January 2, 2027**. The form can be emailed to **Avondalesettlement@cptgroup.com**, mailed to **Bruns v. Avondale Apartments c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623**, or submitted via the Settlement Website at **www.Avondalesettlement.com**.

4. Why would I ask to be excluded and how would I ask to be excluded?

If you exclude yourself from the Class and/or Subclass – which also means to remove yourself from the Settlement and is sometimes called "opting-out" of the Class and/or Subclass – you won't get any money or benefits from the Settlement. If you exclude yourself, you also will not be legally bound by the Court's judgments in this Case and would be able to hire an attorney, at your expense, to pursue the claims being released by this Settlement against Defendants. To ask to be excluded, you must complete and send the enclosed form to the Settlement Administrator. To be accepted, the form must either be emailed, postmarked, or submitted via the Settlement Website **on or before January 2, 2027**. The form can be emailed to **Avondalesettlement@cptgroup.com** or mailed to **Bruns v. Avondale Apartments c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623.**

5. Why would I object and how do I object?

If you do not want to exclude yourself from the Class, but do not like the Settlement, you may serve the Class Administrator with your Objection, or you may appear at the hearing to state your objection. To object to the Settlement, you may send your written objection, detailing the reasons for your objection, to the Settlement Administrator. To be accepted, the written objection must either be emailed or postmarked **on or before January 2, 2027**. The form can be emailed to **Avondalesettlement@cptgroup.com** or mailed to **Bruns v. Avondale Apartments c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623.** Alternatively, you may state your objection by appearing at the hearing at **1:30 p.m., on March 4, 2027,** in the Denver District Court, 1437 Bannock Street, Denver, CO 80202, Courtroom 424.

6. Will accepting money affect my public benefits?

If you receive public benefits, it is possible that receiving money from the Settlement may impact your benefits. Below is a summary of possible impacts. You are urged to consult an advocate or benefits attorney if you have specific concerns. This is not legal advice.

In general, you have an obligation to report the receipt of a settlement payment to the government agency that provides you a benefit like SSI, SSDI, OAP, AND, SNAP, Medicaid and/or TANF. If you fail to promptly report that you receive a settlement payment, and the income makes you ineligible for the benefit, you may owe the government agency money, and other more serious consequences could stem from failing to report.

If you are on a public benefit such as SSI, SSDI, OAP, AND, SNAP, Medicaid, and/or TANF the receipt of this money could make you ineligible for the benefit you receive. The amount of time you are ineligible could be just one month, or it could be longer depending on the benefit you receive and other factors.

These programs are complex and the impact of the receipt of this money on your benefit will vary depending on your individual circumstances.

7. What if I have questions?

You can contact the Settlement Administrator to be put in touch with someone to get more information about your rights.

Bruns v. Avondale Apartments
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
1-888-476-1644
Avondalesettlement@cptgroup.com
www.Avondalesettlement.com

THIS NOTICE HAS BEEN AUTHORIZED BY THE COURT. HOWEVER, THE COURT TAKES NO POSITION REGARDING WHAT YOU SHOULD DO WITH RESPECT TO THE SETTLEMENT. PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

OPT-OUT FORM

Submit this form only IF YOU DO NOT WISH TO REMAIN A CLASS MEMBER. If you submit this form, you will **not be eligible to receive any money from this lawsuit.**

Print Your CPT ID

Print Your Full Name

Print Your Address

Print Your Telephone Number

ACKNOWLEGEMENT:

I hereby state that I wish to exclude myself from the Class in the case of Bruns, et.al. v. Avondale Apartments, LLLP, et. al., 2025CV32021. I understand that by doing so, **I will not receive any money from the Settlement.** I declare under penalty of perjury that the foregoing is true and correct.

Signature Date

This Opt-Out form must be completed, signed and returned to the address below so that it is postmarked or received no later than **January 2, 2027**. Opt-Out Forms sent by postal mail must be post marked no later than **January 2, 2027**.

By Mail: Bruns v. Avondale Apartments
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

Fax: (949) 419-3446

Email: Avondalesettlement@cptgroup.com