

**This Notice Was Authorized By The  
United States District Court, District Of New Jersey**

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**NOTICE OF CLASS ACTION SETTLEMENT WITH AVALONBAY  
COMMUNITIES, INC.**

*DeMarco v. AvalonBay Communities, Inc.*

Docket No.: 2:15-cv-00628-JLL-JAD

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- ▶ This is a Notice to inform you about a proposed settlement in a class action lawsuit against AvalonBay Communities, Inc., the operator of The Avalon at Edgewater located in Edgewater, New Jersey. The lawsuit concerns claims of negligence and private nuisance related to the January 21, 2015 fire that occurred at The Avalon at Edgewater (hereinafter “The Fire”).
- ▶ Defendant’s records show you are a Settlement Class Member, that is, that you were identified on the operative lease as a tenant or occupant of an apartment at The Avalon at Edgewater as of January 21, 2015, the date of The Fire. This Notice describes the proposed Settlement and informs you of your rights.
- ▶ Please carefully read this Notice. If you do nothing, you will be included in the settlement and receive these benefits in exchange for releasing claims as described in this Notice:

Under the settlement, you will have the right to participate in a Settlement Claims Process as outlined in the Stipulation of Class Action Settlement whereby you can submit claims for losses suffered in The Fire that will be evaluated by an independent Claims Adjuster mutually agreed upon by Class Counsel and Defendant.

Defendant will also pay the costs of the Settlement Claims Process and a portion of Class Counsel’s attorney fees.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
DO NOTHING AND STAY IN THE SETTLEMENT CLASS	If you do nothing you will automatically remain in the Settlement Class and receive the benefits described on pages 5 through 8 of this Notice in exchange for releasing certain claims.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you take the steps necessary to exclude yourself from the settlement, you will not receive any benefit from the settlement but you will not release any claims you may have, and you will retain the right to bring your own lawsuit against Defendant if you wish to do so.
OBJECT	Remain a part of the Settlement Class, but write to the court about why you don’t like the settlement.

Your rights and options –and the deadlines to exercise them– are explained in this notice.

**Do not be alarmed. You are not being sued. This is not a lawyer solicitation.**

## Summary

### **What is the purpose of this Notice?**

This Notice informs you of a proposed settlement of a class action lawsuit against AvalonBay Communities, Inc., the operator of The Avalon at Edgewater, located in Edgewater, New Jersey. You need to decide whether to remain in the Settlement Class and obtain the settlement benefits or to exclude yourself from the Settlement Class. If you exclude yourself from the Settlement Class you will not receive any of the settlement benefits and you will not release any claims against the Defendant. If you wish to remain in the Settlement Class, you have the right to object to the settlement.

This Notice provides information to help you make these decisions and describes how to take advantage of your rights.

### **What is this lawsuit about?**

This class action lawsuit is about The Fire that occurred at The Avalon at Edgewater in Edgewater, New Jersey and claims against Defendant of negligence and private nuisance.

The Plaintiffs brought the lawsuit as a class action, asking the court to decide the case on behalf of themselves and all residents and occupants of the Russell Building at Avalon at Edgewater similar to them. Defendant denies any wrongdoing and that it violated any law. The claims of the lawsuit are described in response to Question #1 below.

The court has not decided who is right. To avoid the time, expense and uncertainty of litigation, the Parties have agreed to the settlement. This settlement has to be approved by the court, and not appealed or sustained on any appeal, before it becomes effective.

### **What happens next?**

The Court will decide whether to approve the proposed settlement at a Fairness Hearing currently scheduled for July 11, 2017. You do not need to attend the Fairness Hearing. If you want to object to the settlement you must follow the directions in response to Question #10 below. If you wish to exclude yourself from the settlement, you must follow the directions provided in response to Question #9 below. The deadline for excluding yourself from the settlement or objecting to the settlement is May 17, 2017. If you do nothing you will remain in the Settlement Class and receive the benefits described in response to Question #6 below.

If the settlement is approved and you have remained in the Settlement Class, you will have the right to participate in a Settlement Claims Process as outlined in the Stipulation of Class Action Settlement, whereby you can submit claims for losses suffered in The Fire that will be evaluated by an independent Claims Adjuster mutually agreed upon by Class Counsel and Defendant.

## What This Notice Contains

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# Basic Information

## 1. What is this lawsuit about?

Plaintiffs' lawsuit alleges that Defendant was negligent and created a public nuisance in conjunction with the January 21, 2015 fire at the Avalon at Edgewater. Plaintiffs alleged that Defendant breached its duty to supervise, maintain and operate the facilities at Avalon at Edgewater.

Plaintiffs alleged that Defendant's actions both before and after The Fire significantly interfered with Plaintiffs' and Class Members' interests in the private use and enjoyment of their property and caused damages to Plaintiffs and Class Members. Plaintiffs' Complaint seeks money damages.

Defendant denies any wrongdoing and agreed to the settlement in order to avoid further litigation.

## 2. What is a class action and who is involved?

In a class action lawsuit, a "Class Representative" can sue on behalf of other people who are in a similar position. In this case, Ebony Cooley and Digna Gutierrez are the "Class Representatives" and the "Plaintiffs." The court can determine that people with similar claims are a "Settlement Class" or "Settlement Class Members." Since everyone in the Settlement Class has the same or similar claims, one court case can resolve the issues for everyone in the Settlement Class.

## 3. Why did I get this Notice?

You received this Notice because Defendant's records show that you are a member of the proposed Settlement Class, defined as all residents and occupants of the Russell Building at Avalon at Edgewater as identified on the operative lease agreements as of January 21, 2015, whose property in a Russell Building apartment or storage unit was destroyed by The Fire.

## 4. Why is there a settlement?

Plaintiffs and Defendant have agreed to a settlement before going to trial in order to avoid the costs and uncertainties of litigation. The Class Representatives and Class Counsel believe the proposed settlement is in the best interest of the Settlement Class.

## 5. Who is representing the Settlement Class in this case?

The Court appointed the following attorneys as "Class Counsel" to represent the Settlement Class:

Benjamin F. Johns  
**CHIMICLES & TIKELLIS LLP**  
One Haverford Centre  
361 West Lancaster Avenue  
Haverford, PA 19041  
Telephone: (610) 642-8500  
Facsimile: (610) 649-3633  
bfj@chimicles.com

Bruce D. Greenberg  
**LITE DEPALMA GREENBERG, LLC**  
570 Broad Street, Suite 1201  
Newark, NJ 07102  
Telephone: (973) 623-3000  
Facsimile: (973) 623-0858  
bgreenberg@litedepalma.com

Daniel R. Lapinski  
**WILENTZ, GOLDMAN &  
SPITZER, P.A.**  
90 Woodbridge Center Drive  
Woodbridge, NJ 07095  
Telephone: (732) 855-6066  
Facsimile: (732) 726-4735  
dlapinski@wilentz.com

These attorneys are experienced in handling class actions. You may, but are not required to, hire your own attorney to represent you in this matter. If you want to be represented by your own lawyer, you will be responsible for paying his or her fees.

## **The Terms of the Settlement**

### **6. What is the proposed settlement and what benefits will I receive?**

If the settlement becomes final, you will receive the following benefits:

Defendant's records show that you are a member of the proposed Settlement Class, defined as all residents and occupants of the Russell Building at Avalon at Edgewater as identified on the operative lease agreements as of January 21, 2015, whose property in a Russell Building apartment or storage unit was destroyed by The Fire.

Under the settlement, you will have the right to participate in a Settlement Claims Process as outlined in the Stipulation of Class Action Settlement whereby you can submit claims for losses suffered in The Fire that will be evaluated by an independent Claims Adjuster mutually agreed upon by Class Counsel and Defendant.

There will be no monetary cap on the overall Claim that is submitted. All Claims are to be submitted to the independent Claims Adjuster, who will make all final decisions concerning the issuance of awards through the Claims Process. AvalonBay shall have the right to submit a letter to the Claims Adjuster concerning any item in any submission. The Claimant shall have the right to submit a letter in response. The Claims Adjuster will evaluate the letters as he/she sees fit with no outside influence from either side.

The Claims Adjuster will review and validate all Claims submitted by Settlement Class Members. The Claims Adjuster shall have the right to contact Settlement Class Members to, among other things, conduct phone interviews or request an in-person interview in order to attempt to validate Claims. The Claims Adjuster may also request additional information and/or documentation from Claimants, including, without limitation, proof of income or other bank account statements, signed authorizations to obtain records from Claimants' financial institutions if Claims Adjuster deems it necessary in order to evaluate a certain Claim in accordance with industry standards.

Each Claimant must file all Claims on a single Claim Form which will require the Claimant to sign by hand and certify under penalty of perjury the accuracy of the content of the document. Each Claim Form must be notarized. Claims must only be submitted by individuals specifically identified as residents or occupants on lease agreements for apartments located in the Russell Building that were in effect at the time of The Fire. Each Claimant will be requested to specifically list all of the basic household items and

provide descriptive information (including the date of purchase or receipt of each item, age of each item, and purchase price of each item) that he or she claims to have lost, even if the Claimant does not have sufficient proof to support ownership or value of these items. The Claims Adjuster will review and evaluate the basic household items based upon typical standards in the industry. However, the Claims Adjuster shall be instructed that the standard of review for items valued at less than \$500.00 will be less stringent than the standard of review (*see* below) for items valued at \$500.00 or more. Each Claimant must produce supporting documentation to confirm proof of ownership for all items valued by Claimant at pre-depreciation cost of \$500.00 or more. For example, such proofs may include, without limitation, credit card or purchase receipts, credit card statements, dated photographs of the class members wearing the claimed items which specifically detail those items (only when accompanied by other proofs for the claimed items), or product registration documentation. Items owned by third-parties, including without limitation, guests or visitors, shall not be recoverable as part of this Claims Process and shall not be included in any Claim Form.

All items contained in the Claim Form are to be valued at market value at the time of The Fire. As a result, the Claims Adjuster shall value items by taking the value at time of purchase or receipt less standard depreciation for certain categories of items. The Claims Adjuster shall not take into consideration any sentimental value when calculating damages. Deceased pets are valued at replacement cost. Photographs (including wedding photos) are valued at the actual cost of photographs. The Claims Adjuster shall determine the value of memorabilia and other collector's items and, where the Claims Adjuster deems it necessary, shall consult with third-party experts to do so. AvalonBay shall be responsible for the cost of any such third-party experts.

The following items will be excluded from the damages calculations and are not recoverable in the Claims Process:

- (i) New security deposits, rental payments, deposits for first and last months' rent, and any other refundable deposits.
- (ii) Damages associated with lost income from work.
- (iii) Damages claimed for time and effort to obtain records, new residence, etc.
- (iv) Loans or loan interest resulting from The Fire.
- (v) Entertainment expenses, such as tickets to sporting events or Broadway shows scheduled after January 24, 2015. All such claimed expenses for events not attended and scheduled for January 21, 2015 to January 24, 2015 must be supported by acceptable proof in order to be included in damages calculation.
- (vi) Lost cash or gift cards are both excluded from damages calculation unless Claimant can provide adequate proof of possession at the time of The Fire.
- (vii) All expenses associated with post-fire appointments with medical professionals including, without limitation, medical co-pays, doctor appointment co-pays and travel to/from appointments. However, any documented "no show" fees paid by Claimant as a result of his/her failure to attend a previously scheduled doctor's appointment within a week

of The Fire shall not be excluded. The Claimant shall provide documentation to support entitlement to recover payment of such fees.

(viii) Damages associated with emotional distress, mental anguish, pain and suffering, personal injury, or the like.

Reimbursement for the following items will be capped unless sufficient supporting documentation approved by the Claims Adjuster is provided:

- (i) Food in apartment: 1 bedroom = Up to \$100.00; 2 bedroom = Up to \$150.00; and 3 bedroom = Up to \$200.00.
- (ii) Skincare / makeup accessories and toiletries (shampoos, soaps, razors, etc.): Up to \$250.00.
- (iii) Holiday decorations: Up to \$500.00.
- (iv) Alcohol: Up to \$150.00.

Out-of-pocket and relocation expenses shall include all reasonable meals, groceries, drinks, hotel stays, parking fees, moving expenses, fees associated with the retention of any new apartment or residence, including, without limitation, all utility and cable hookup fees, application fees, etc., and all incidental costs associated with obtaining replacement licenses, passports, green cards, etc. including, without limitation, flights, travel, legal fees and hotel stays (actual fees to purchase new licenses, passports, green cards, etc. shall be submitted through the Claims Process and are not calculated as part of this category of damages). Reimbursement of out-of-pocket expenses and relocation expenses shall be capped on a per-unit basis as follows:

- (i) 1 bedroom = Up to \$3,500.00
- (ii) 2 bedroom = Up to \$4,000.00
- (iii) 3 bedroom = Up to \$5,000.00

Since out-of-pocket and relocation expenses will have been incurred after The Fire, Class Members shall be required to provide proof of paid expenses for all of these claimed expenses. Meals and hotel accommodations post-January 2015 are excluded from this reimbursement category and the damages calculation in their entirety. Meal expenses for Persons who are not Settlement Claims Members shall also be excluded.

If a putative Class Member has decided to opt-out or has previously settled their Claim, the per-unit cap for that apartment will be reduced proportionally. For example, if there were two adult co-tenants residing in a one-bedroom apartment and one of the tenants previously settled his/her claim, the cap would be reduced by 50% for the other tenant that submits his/her claim through this Claims Process.

The Claims Adjuster shall deduct all monies received from AvalonBay and all other third-parties (including, without limitation, insurance companies) from Claimant's total claim (the "Net Claim"). Provided, however, that any proceeds received by a Claimant in the form of a donation following

the fire (including, without limitation, from family members or friends) will not be deducted from the Net Claim. Any monies received from AvalonBay shall not be considered donations. Claimants shall be required to provide written documentation from renters or other insurance carriers to confirm policy number(s), amounts of coverage, and amounts and dates of all payments received or confirmation that claims have been denied. A Claimant whose award of damages is less than or equal to their total available insurance coverage or Net Claim shall only be permitted to submit a claim for any insurance deductibles paid, if any.

For all awards issued by the Claims Adjuster of \$137,500.00 or more, either Party, within 20 days of issuance, has the right to reject the award and request that the Claim be submitted to arbitration. Claimants shall have the further right to reject the award if the award is between \$123,750.00 and \$137,500.00 and the award is at least 20% less than the Claimant's submitted Claim. The Party who rejects the award must include a reasonable, good faith settlement proposal at the time notice of rejection is submitted. The settlement proposal shall be valid only for a period of 14 days and shall be deemed withdrawn immediately thereafter. The non-rejecting party must respond to the settlement proposal within that time period. Failure to respond during the 14-day time period shall be deemed to constitute a rejection of the settlement proposal.

A single, agreed-upon arbitrator shall preside over these arbitration proceedings. The non-prevailing Party will incur the cost of the arbitrator's fees associated with the arbitration. Each Party will be responsible for its own additional costs and attorneys' fees, if any, related to the arbitration. The term "prevailing party" shall be defined as follows: If AvalonBay rejects the award, it would have to receive at least a 10% reduction in the Claims Adjuster's award to be considered the prevailing party, and if it does not receive at least such a reduction then AvalonBay is considered the non-prevailing party. If the Claimant rejects the award, the Claimant would have to receive at least a 10% increase in the Claims Adjuster's award to be considered the prevailing party, and if it does not receive at least such an increase then the Claimant is considered the non-prevailing party.

For all awards issued by the arbitrator of \$225,000.00 or more, either Party, within 30 days of issuance of the written arbitration decision, has the right to serve a Notice of Appeal of the arbitrator's award. All appeals shall be submitted to a 1-member appellate panel to be determined by the Parties. Each side shall provide the panel member with a deposit in the same amount for the panel's retention. The prevailing party (as defined in the arbitration process above) will receive the return of their deposit and the non-prevailing party (as defined in the arbitration process above) shall be required to incur the cost of the panel's time.

**Defendant Will Pay All Costs of Administering the Settlement Claims Process.**

Defendant has agreed to pay the costs and expenses of the Claims Adjuster.

**Defendant Will Pay Certain Fees of Class Counsel.**

Under the terms of the settlement, subject to court approval, Defendant will pay the reasonable attorneys' fees and costs of Class Counsel in the amount of \$1,900 for each Russell Building unit for which one or more Claims is submitted and an award is issued pursuant to this Settlement Agreement. The payment of attorneys' fees by Defendant is in addition to the settlement benefits each Settlement Class Member will receive. In addition, 6% of the award received by each Claimant will be paid to Class Counsel on account of attorneys' fees and expenses, which payment from each award shall include all costs and expenses for time already spent and time to be spent in this

Litigation (excluding responding to Notices of Rejection, arbitration submissions, arbitration proceedings, appellate submissions and appellate proceedings as to which Class Counsel reserves the right to represent Class Members for an additional fee to be negotiated with the individual Class Member), including but not limited to pre-suit investigation of the case, consultations with experts, preparing pleadings and motion papers during the pre-settlement phase of the case, negotiating the Settlement Agreement, preparing settlement documents, drafting briefs and other motion papers in connection with the settlement, communicating with the Settlement Class, attending hearings and monitoring the settlement. The total attorneys' fee to be paid to Class Counsel will be substantially less than the amount that Class Counsel have billed in this matter.

**Each Class Representative Will Receive an Additional Payment of \$2,500.00.**

Subject to Court approval, the Settlement Class Representatives will receive a payment in the amount of \$2,500.00 in recognition of their efforts made on behalf of the Settlement Class. This payment will be in addition to any benefits they may receive as a Settlement Class member. Any such payment will be made out of the attorneys' fee otherwise payable to Class Counsel.

**7. What am I giving up by staying in the Settlement Class?**

Anyone who remains in the Settlement Class will not be able to sue, or continue to sue, Defendant as part of any other lawsuit about the same legal claims that are the subject of this lawsuit. If you remain in the Settlement Class, you will be legally bound by all of the Orders the court issues and judgments the court makes in the proposed settlement.

Under the Stipulation of Class Action Settlement, if you remain a member of the Settlement Class, each Member of the Settlement Class for themselves, their heirs, successors and assigns shall and will have jointly and severally remised, released, acquitted and forever discharged Defendant, i.e. AvalonBay Communities, Inc. and its officers, directors, shareholders, employees, and their successors and assigns of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities and obligations in law including but not limited to claims of negligence and private nuisance that were made or that could have been made in the complaint concerning the subject matter of the complaint. IF YOU BELIEVE YOU HAVE BEEN PHYSICALLY INJURED AS A RESULT OF THE FIRE AND WISH TO PURSUE CLAIMS BASED UPON THOSE INJURIES YOU SHOULD EXCLUDE YOURSELF FROM THIS CLASS.

You will remain in the Settlement Class and be bound by the release (which is more fully outlined in the Stipulation of Class Action Settlement) unless you remove yourself from the Settlement Class, as described below. If you do not remain in the Settlement Class you will not be releasing any claims. However, there is no guarantee that anyone who does not join the Settlement Class has any viable claims.

**Your Rights and Options**

**8. How do I participate in the settlement and receive the settlement benefits?**

You will be automatically included in the proposed settlement unless you exclude yourself. If you do not exclude yourself and the settlement is approved, you will receive the benefits described in the answer to Question 6. Please note though that neither Class Counsel, AvalonBay's Counsel, nor

the Claims Adjuster may advise on the tax consequences of participating or not participating in the settlement.

## **9. What if I want to exclude myself from the Class Settlement?**

If you don't want to release your claims in exchange for receiving the benefits described in this Notice, then you must take steps to exclude yourself, also known as opting out of or removing oneself from the settlement. If you exclude yourself from the settlement, you will be doing so for any and all claims related to The Fire.

A Settlement Class Member who wishes to Opt-Out of the Settlement Class must do so on or before the Opt-Out and Objection Date, May 17, 2017. In order to Opt-Out, a Settlement Class Member must complete and send to the Clerk of the Court and copy Co-Lead Counsel and AvalonBay's Counsel a Request For Exclusion that is postmarked no later than the Opt-Out and Objection Date. The Request for Exclusion must (i) be personally signed by hand by the Settlement Class Member requesting exclusion, (ii) indicate that the Settlement Class Member is a member of the Settlement Class by identifying the unit within the Russell Building that the Settlement Class Member was a resident or occupant of on January 21, 2015, (iii) clearly express the Settlement Class Member's desire to be excluded (or to "opt out") from the Settlement Class, and (iv) include the Settlement Class Member's name, address, and telephone number, and, if represented by counsel, counsel's name, address, and telephone number.

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Stipulation of Class Action Settlement, and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim or receive any monetary relief.

## **10. How can I object to the terms of the settlement?**

Objecting is telling the court that you do not approve of the settlement. Only those who have not excluded themselves from the Settlement Class are eligible to object to the terms of the settlement. To make an objection, you or your attorney must submit an objection in writing, as described below, and you or your attorney may, but are not required to, appear at the Fairness Hearing. At the Fairness Hearing, any person who has remained in the Settlement Class may appear in person or through counsel of his or her own choosing, and at his or her own expense, and be heard to the extent allowed by the court to object to any aspect of the settlement.

Any Settlement Class Member who intends to object must do so, in a writing hand signed by the objecting Settlement Class Member, postmarked on or before the Opt-Out and Objection Date, May 17, 2017. In order to object, the Settlement Class Member must submit the objection to the Clerk of the Court and serve the objection on Co-Lead Counsel and AvalonBay's Counsel. The objection must: (a) identify the Settlement Class Member by name; (b) identify the Russell Building apartment unit number that the Settlement Class Member was a resident or occupant of as of January 21, 2015; (c) identify the Settlement Class Member's current street address and current electronic mail address, if any; (d) identify the names and, if known, addresses and telephone number(s) of any other persons who resided as of January 21, 2015 in the same Russell Building apartment unit as the person objecting; (e) attach copies of any materials that will be submitted by

or on behalf of the objecting Settlement Class Member to the Court or presented at the Fairness Hearing; and (f) clearly state in detail the legal and factual grounds for the objection, and, if represented by counsel, such counsel's name, address, and telephone number.

Except for good cause shown, no person (other than the parties and their respective representative and counsel) may appear or be heard at the Fairness Hearing, or file papers, briefs, or other submissions regarding the Fairness Hearing, unless no later than 20 days before the date of the Fairness Hearing, such person or their counsel files with the Clerk of the Court and simultaneously serves on counsel for all parties at the addresses set forth in the Settlement Agreement a timely, written notice of request to appear at the Fairness Hearing. Such notice must state the name, address, and telephone number of the Settlement Class Member, as well as the name, address, and telephone number of any counsel who wishes to appear on behalf of the Settlement Class Member. The notice must also indicate that the Settlement Class Member has previously or contemporaneously objected to the settlement.

These addresses are as follows:

**The Court:**

Clerk of the Court  
United States District Court  
District of New Jersey  
Martin Luther King Building & U.S. Courthouse  
50 Walnut Street  
Newark, New Jersey 07101

**Plaintiffs' Counsel:**

Daniel R. Lapinski  
**WILENTZ, GOLDMAN &  
SPITZER, P.A.**  
Attn: AvalonBay Settlement  
90 Woodbridge Center Drive  
Woodbridge, NJ 07095  
Telephone: (732) 855-6066  
Facsimile: (732) 726-4735  
dlapinski@wilentz.com  
Attorneys for Ms. Cooley, Ms. Gutierrez and the  
Settlement Class

**Defendant's Counsel:**

Ronald A. Giller  
Daniel J. DiMuro  
**GORDON & REES LLP**  
18 Columbia Turnpike  
Suite 220  
Florham Park, NJ 07932  
Telephone: (973) 549-2500  
Facsimile: (973) 377-1911  
rgiller@gordonrees.com  
ddimuro@gordonrees.com

Any and all documents must contain a reference to *DeMarco v. AvalonBay Communities, Inc.*, Docket No.: 2:15-cv-00628-JLL-JAD. Any Settlement Class Member who does not object in the manner provided above may be deemed to have waived his or her objection and shall forever be foreclosed from objecting to the fairness, reasonableness, or adequacy of the proposed settlement or any payment of Settlement Class attorneys' fees and expenses and payment of the Class Representatives' incentive awards.

**11. What is the difference between objecting to the settlement and excluding myself from the Settlement Class?**

You can object only if you are a member of the Settlement Class. If you exclude yourself from the settlement, you may not object. You may not object and then exclude yourself. You may not exclude yourself and then object.

## **12. What will happen at the Fairness Hearing?**

At the Fairness Hearing, presently scheduled for 10:30 a.m. on July 11, 2017, the judge in the case, Hon. Jose L. Linares, U.S.D.J., will decide whether the settlement is fair, reasonable, and adequate and whether it should be given final approval. The judge will also consider any objections and determine whether the attorneys' fees and expenses and award to the Class Representatives set forth in the Stipulation of Class Action Settlement should be approved. **You are not required to attend the Fairness Hearing unless you or your attorney wish to do so.** You are welcome to attend at your own expense. The court may adjourn the Fairness Hearing without further written notice to the Settlement Class.

## **13. How will I know if the settlement is approved?**

If the settlement is approved, you will receive a mailing from the Claims Administrator advising that the settlement has been approved. This mailing should take place within 30 days after the Fairness Hearing as set forth in the Answer to Question 12, above, unless approval of the settlement is appealed, in which case implementation of the settlement will be delayed. You may also contact Class Counsel.

## **Additional Information**

### **14. How may I obtain more information about the case?**

**Do not contact the judge or the Clerk of the Court for legal questions or advice.** You may obtain copies of the complaint and other documents filed in this case from the Clerk of the Court, United States District Court, District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101, Re: Docket No.: 2:15-cv-00628-JLL-JAD, during the hours when the Clerk's office is open. You will need to provide the Docket Number. You may contact Class Counsel at the addresses listed in the answer to Question 5 above.

### **15. What if my address changes?**

If your address has changed, or changes in the future, you should send your new address and telephone number to JND Class Action Administration, the company appointed by the Court to serve as Claims Administrator:

AVALONBAY SETTLEMENT ADMINISTRATOR  
C/O JND CLASS ACTION ADMINISTRATION  
PO BOX 6878  
BROOMFIELD, CO 80021  
EMAIL: AVBSETTLEMENT@CLASSACTIONADMIN.COM

**THIS NOTICE WAS AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY.**