

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI AT INDEPENDENCE**

**If you are a Missouri resident who had a lease and rented at Suncrest Apartments (formerly known as Amber Glenn Apartments) between June 17, 2016 and the present, a class action lawsuit may affect your rights.**

*A state court authorized this class action notice. This is not a solicitation from a lawyer.*

- The class includes Missouri residents who had a lease with Defendants Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC or rented at Suncrest Apartments (formerly known as Amber Glenn Apartments) between June 17, 2016 and the present.
- The class action lawsuit alleges that Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC breached the implied warranty of habitability and violated the Missouri Merchandising Practices Act.
- The Court has allowed the lawsuit to be a class action on behalf of all Missouri residents who had a lease with Defendants Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC or rented at Suncrest Apartments between June 17, 2016 and the present.
- To qualify, you must have been or be a Missouri resident who had a lease and rented at Suncrest Apartments between June 17, 2016 and the present, and comply with the instructions provided below.
- The Court has not decided whether Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC did anything wrong. There is no money available now. However, your legal rights are affected whether you act or don't act, and you have a choice to make now. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<b>Do Nothing</b>	<p><b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b></p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But, you give up any rights to sue Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC separately about the same legal claim in this lawsuit.</p>
<b>Ask To Be Excluded</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b></p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But you keep any rights to sue Nephrite Fund I, LLC, Jesse Davila, and/or Strategic Properties LLC separately about the same legal claim in this lawsuit.</p>

- These rights and options - **and the deadlines to exercise them** - are explained in this notice. To be excluded, you must act before March 31, 2023.
- Lawyers must prove the claims against Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC at a trial to be scheduled in the future. If money or benefits are obtained from Nephrite Fund I, LLC, Jesse Davila, and/or Strategic Properties LLC, you will be notified about how to ask for a share.
- **Any questions? Read on and call 1-877-283-7767**

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QUESTIONS? CALL 1-877-283-7767

## BASIC INFORMATION

### 1. Why did I get this notice?

Records show that you are a Missouri resident who had a lease with Defendants Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC or rented at Suncrest Apartments (formerly known as Amber Glenn Apartments) between June 17, 2016 and the present.

This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claim being made against the Defendants, on your behalf, are correct. Judge James Francis Kanatzar of the Circuit Court of Jackson County, Missouri at Independence is overseeing this class action. The lawsuit is known as Elena Puga and Nicole Edwards v. Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC, Case No. 2116-CV13008.

### 2. What is this lawsuit about?

The lawsuit is about whether the Defendants Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC breached the implied warranty of habitability in tenant leases and violated Missouri’s Merchandising Practices Act by deceiving, concealing, suppressing, or omitting from residents of Suncrest Apartments material facts related to the conditions, maintenance, and repair of units at Suncrest Apartments.

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

In a class action lawsuit, one or more people called “Class Representatives” (in this case Elena Puga and Nicole Edwards) sued on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The people who have sued – and all of the Class Members like them – are called the Plaintiffs. The parties they sued for classwide relief (in this case: Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC) are called the Defendants. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

QUESTIONS? CALL 1-877-283-7767

#### 4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Missouri Rule of Civil Procedure 52.08, which governs class actions in state courts. Specifically, the Court found that:

- There are numerous Missouri residents who had a lease and rented at Suncrest Apartments between June 17, 2016 and the present;
- There are legal questions and facts that are common to each of them;
- Elena Puga and Nicole Edwards' claims are typical of the claim of the rest of the Class;
- Elena Puga and Nicole Edwards as Class Representatives, and Gregory Leyh, P.C., as Class Counsel, will fairly and adequately represent the Class' interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the Court's Order Certifying the Class, which may be requested by calling 1-877-283-7767.

### THE CLAIMS IN THE LAWSUIT

#### 5. What does the lawsuit complain about?

In the lawsuit, the Plaintiffs say that Defendants breached the implied warranty of habitability in tenant leases and violated Missouri's Merchandising Practices Act by deceiving, concealing, suppressing, or omitting from residents of Suncrest Apartments material facts related to the conditions, maintenance, and repair of units at Suncrest Apartments. You may request a copy of the Plaintiffs' Class Action Petition by calling 1-877-283-7767.

#### 6. How do the Defendants answer?

Defendants denied wrongdoing in its pleadings in response to the Class Action Petition. Defendants' Answer to the Class Action Petition may be requested by calling 1-877-283-7767.

#### 7. Has the Court decided who is right?

The Court hasn't decided whether the Defendants or the Plaintiffs are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claim at a trial. (See "The Trial" below on page 8.)

QUESTIONS? CALL 1-877-283-7767

8. What are the Plaintiffs asking for?

The Plaintiffs are asking for money damages for the Defendants' breaches of the implied warranty of habitability in tenant leases and violations of the Missouri Merchandising Practices Act.

9. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether Defendants did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

### **WHO IS IN THE CLASS**

You need to decide whether you are affected by this lawsuit.

10. Am I part of this Class?

Judge Kanatzar defined the class as follows:

Missouri residents who had a lease with or rented an apartment unit at Suncrest Apartments (formerly known as Amber Glenn Apartments) between June 17, 2016 and the present.

11. Which Missouri residents who had a lease with and rented at Suncrest Apartments between June 17, 2016 and the present are included?

If you are a Missouri resident who had a lease and rented at Suncrest Apartments (formerly known as Amber Glenn Apartments) between June 17, 2016 and the present, you are in the Class.

12. Are there any Missouri residents who had a lease and rented at Suncrest Apartments between June 17, 2016 and the present not in the class?

If you are a Missouri resident who did not have a lease and did not rent at Suncrest Apartments between June 17, 2016 and the present, you are not in the class.

QUESTIONS? CALL 1-877-283-7767

13. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling 1-877-283-7767, or by writing to the lawyers in this case, at the phone number or address listed in question 23.

## **YOUR RIGHTS AND OPTIONS**

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide now.

14. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, the Defendants – as a party of any other lawsuit – about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all the Orders the Court issues and judgments the Court makes in this class action.

15. Why would I ask to be excluded?

If you already have your own lawsuit against the Defendants and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class – which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class – you won't get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between Defendants and the Plaintiffs. However, you may then be able to sue or continue to sue Defendants about the same legal claims that are the subject of this lawsuit. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against Defendants after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

QUESTIONS? CALL 1-877-283-7767

Note that if you exclude yourself from this lawsuit and you are a Missouri resident who had a lease and rented at Suncrest Apartments between June 17, 2016 and the present, any changes made to Defendants' policies and practices would still apply to you.

16. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an "Exclusion Request" in the form of a letter sent by mail, stating that you want to be excluded from Elena Puga and Nicole Edwards v. Nephrite Fund I, LLC, Jesse Davila, and Strategic Properties LLC, Case No. 2116-CV13008. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by March 31, 2023 to: Suncrest Apartments Class Action, Gregory Leyh, P.C., 1600 Genessee Street, Suite 132, Missouri 64102.

## THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court decided that the law firm of Gregory Leyh, P.C. is qualified to represent you and all Class Members. The law firm is called "Class Counsel." Class Counsel is experienced in handling similar cases against other defendants. More information about Class Counsel, its practices, and Class Counsel's experience is available at [www.leyhlaw.com](http://www.leyhlaw.com).

18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, you have a right to be represented by a different lawyer, at your cost, if you choose. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

19. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by the Defendants.

## THE TRIAL

The Court has scheduled a jury trial beginning on October 30, 2023 to decide who is right in this case.

QUESTIONS? CALL 1-877-283-7767



20. How and when will the Court decide who is right?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claim at a trial. The trial will be scheduled at a future date, and will take place in the Circuit Court of Jackson County, Missouri at Independence at 308 W. Kansas Ave., Independence, Missouri 64050, in Division 5. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

21. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and the counsel for Defendants will present the defenses. You or your own lawyer are welcome to come at your own expense.

22. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

## GETTING MORE INFORMATION

23. Are more details available?

You may call 1-877-283-7767 and request the Court's Order Certifying the Class, the Class Action Petition, and the Answer to the Class Action Petition that the Plaintiffs and Defendants submitted. You may also speak to one of the lawyers by calling 1-877-283-7767 or by writing to: Suncrest Apartments Class Action, Gregory Leyh, P.C., 1600 Genessee Street, Suite 132, Kansas City, Missouri 64102.

QUESTIONS? CALL 1-877-283-7767