

**If you signed a lease agreement for a Monarch Investment and Management Group property in Minnesota prior to February 1, 2022, you may be eligible for a cash payment from a class action Settlement.**

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

A settlement has been reached in a class action lawsuit filed against Monarch Investment and Management Group, LLC and Monarch Management, Inc. (“Defendants” or “MIMG”). The full list of the Defendants can be found in Question 1 below. Plaintiffs allege the Defendants, through their advertising, leasing, collection, and eviction practices, (a) have violated Minnesota’s Prevention of Consumer Fraud Act § 325F.69, Uniform Deceptive Trade Practices Act § 325D.44, Plain Language Contract Act § 325G.31, Single Metered Utility Billing Statute § 504B.215; (b) have breached contracts with Plaintiffs and other contracts whereby Plaintiffs are intended beneficiaries; (c) have breached the covenants of landlords under Minn. Stat. 504B.161; and (d) should not be entitled to collect certain debts Plaintiffs owe as a result of the violations. The Defendants deny these allegations. The Court has not decided who is right.

You are a “Settlement Class Member” if you were a tenant of MIMG during the Class Period and (i) are or were a party to a lease agreement as a lessee at any property in Minnesota at a time when MIMG owned or acquired ownership of the property, (ii) entered into a lease agreement as a lessee at any property in Minnesota owned by MIMG, which lease terminated before February 1, 2022, (iii) as of February 1, 2022 were a party to a lease agreement as a lessee with MIMG in Minnesota and/or (iv) were parties to a lease agreement with MIMG at Eden Park Apartments or City Limits Apartment before June 1, 2024.

The Settlement Class is further broken into a “First Utilities Subclass” and a “Second Utilities Subclass” that are more fully defined in question 5 below.

All Settlement Class Members can file a Claim Form to receive a \$125 cash payment. You may also make an additional claim if you are a member of one of the two Subclasses. If you are in the First Utilities Subclass, you are eligible to receive 115% of all water and sewer charges you paid from the beginning of your eligible lease through February 1, 2022. If you are in the Second Utilities Subclass, you are eligible to receive 115% of all water and sewer charges you paid from the beginning of your eligible lease through June 1, 2024. The amount you paid during the Utilities Subclass period will be calculated according to the Single Meter Payment Protocol.

**This Notice may affect your rights. Please read it carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to get a cash payment is to submit a valid and timely Claim Form.	<b>Postmarked by September 16, 2025</b>
<b>EXCLUDE YOURSELF</b>	Get no cash payment and keep any right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit that are released by the Settlement (“Settlement Agreement”).	<b>Postmarked by February 14, 2025</b>
<b>OBJECT</b>	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it, and you may still file a Claim Form and receive a cash payment.	<b>Received by February 14, 2025</b>
<b>DO NOTHING</b>	Get no cash payment. Give up your legal rights.	

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this lawsuit must decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No cash payments will be provided to Settlement Class Members unless the Court approves the Settlement and it becomes final.

**Questions? Call 1-888-788-3665 or visit [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com)**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Kathy M. Wallace of the Olmsted County District Court in Minnesota, Third Judicial District is overseeing this class action. The lawsuit is known as *HOME Line et al. v. Monarch Investment and Management Group, LLC et al.*, Case No. 55-CV-22-1874. The individuals who filed this lawsuit are called the “Plaintiffs” and the companies sued, Monarch Investment and Management Group, LLC; Monarch Management, Inc.; MIMG XXXVIII Stone Grove, LLC; MIMG CII Les Chateaux, LLC; MIMG CXXXVII Gates of Rochester, LLC; MIMG XLVIII City Limits, LLC; MIMG XXXII Eden Park, LLC; MIMG CLI Upper Town, LLC; MIMG CXLIII Fountains in the Park, LLC; CMC 1 Meadows of Coon Rapids, LLC; MIMG CLXXXV Winchester Sub LLC; MIMG CLXXXV Heritage Manor Sub LLC; MIMG CLXXXV Crystal Bay Sub LLC; MIMG CLXXXIV Brooklyn 2 Master, LLC; MIMG CLXXXIV Sterling Square Sub LLC, MIMG CLXXXIV French Creek Sub LLC; MIMG CLXXXV Olympik Village Sub LLC; MIMG CLXXXIV W Broadway Sub; and Cornerstone Monarch Capital, LLC., are called the “Defendants.”

### 2. What is this lawsuit about?

Plaintiffs filed this lawsuit against the Defendants alleging the Defendants, through their advertising, leasing, collection, and eviction practices, (a) have violated Minnesota’s Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69, Uniform Deceptive Trade Practices Act Minn. Stat. § 325D.44, Plain Language Contract Act, Minn. Stat. § 325G.31, Single Metered Utility Billing Statute Minn. Stat. § 504B.215; (b) have breached its contracts with Plaintiffs and other contracts whereby Plaintiffs are intended beneficiaries; (c) have breached the covenants of landlords under Minn. Stat. 504B.161; and (d) should not be entitled to collect certain debts Plaintiffs owe as a result of their violations.

Defendants deny the legal claims and deny any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendants, or that any law has been violated. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

### 3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Iris Bautista, Laura Hamersma, Sara Kolstad, Jonah Aquino, Jemicia Mitchell, Hannah Hekel, Antwan Loving, Kiona Adams, Corey Dahl, Marsha Loving, and Heavenle’ McDonald.

### 4. Why is there a Settlement?

Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendants. Instead, Plaintiffs

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and Defendants have agreed to settle the lawsuit. The Class Representatives, Defendants, and their lawyers believe the Settlement is best for all Settlement Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are Settlement Class Member if you were a tenant of MIMG during the Class Period and (i) are or were a party to a lease agreement as a lessee at any property in the state of Minnesota at the time when MIMG owned or acquired ownership of the property, (ii) entered into a lease agreement as a lessee at any property in the state of Minnesota owned by MIMG, which lease terminated before February 1, 2022, (iii) as of February 1, 2022 were a party to a lease agreement as a lessee with MIMG in the state of Minnesota and/or (iv) were parties to a lease agreement with MIMG at Eden Park Apartments or City Limits Apartment (together Eden Park Apartments and City Limits are the “Subclass 2 Properties”) before June 1, 2024.

The Class Period begins on the date that you entered into a lease agreement, as a lessee, at any property in the state of Minnesota owned by MIMG (or any Defendant) and ends on February 1, 2022, except payments for eligible members of the Second Utilities Subclass end June 1, 2024.

The **First Utilities Subclass** includes Settlement Class Members who were tenants at Stone Grove Apartments, Gates of Rochester Apartments, Upper Town Apartments, The Fountains in the Park Apartments, The Meadows of Coon Rapids, Heritage Manor Apartment Homes, Olympik Village Apartment Homes, Winchester & Village Green Apartment Homes and paid water and/or sewer utilities to MIMG (or to a third party acting on MIMG’s behalf) via a single meter or ratio utility billing (RUB), at any time during the Class Period. A single meter or ratio utility billing (RUB) shall mean when a multiunit rental building with one or more separate residential living units where the utility service measured through a single meter provides service to an individual unit and to all or parts of common areas or other units.

The **Second Utilities Subclass** includes Settlement Class Members who were parties to a lease agreement at any of the Subclass 2 Properties with MIMG at any time up to June 1, 2024, and (iii) who paid water and/or sewer utilities to MIMG (or to a third party acting on MIMG’s behalf) via a single meter or ratio utility billing (RUB), at any time up to June 1, 2024. A single meter or ratio utility billing (RUB) shall mean when a multiunit rental building with one or more separate residential living units where the utility service measured through a single meter provides service to an individual unit and to all or parts of common areas or other units.

### 6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com) or call the Claims Administrator’s toll-free number at 1-888-788-3665.

## THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

### 7. What does the Settlement provide?

If you are a Settlement Class Member and you submit a valid and timely Claim Form, you may be eligible for the following cash payments:

**Questions? Call 1-888-788-3665 or visit [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com)**

**Settlement Class Payment.** If you submit a valid and timely Claim Form you may be eligible to receive a \$125.00 cash payment.

**First Utilities Subclass Payment.** If you submit a valid and timely Claim Form you may also be eligible to receive 115% of all water and sewer charges you paid during the Class Period (the date you signed your lease agreement with MIMG through February 1, 2022). The amount you paid during the Class Period will be calculated according to the Single Meter Payment Protocol.

**Second Utilities Subclass Payment.** If you submit a valid and timely Claim Form you may also be eligible to receive 115% of all water and sewer charges you paid through June 1, 2024. The amount each you paid during the Second Utilities Subclass period will be calculated according to the Single Meter Payment Protocol.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 8. How can I get a cash payment?

To be eligible for a cash payment, you must be a Settlement Class Member and you must submit a valid and timely Claim Form online at [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com) by **September 16, 2025**, or mailed to the Claims Administrator at the address below **postmarked** by **September 16, 2025**. Claim Forms are also available on the Settlement Website at [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com) or by calling 1-888-788-3665, or by writing to:

*Bautista v. Monarch Investments*  
Claims Administrator  
P.O. Box 2117  
Portland, OR 97208-2117

### 9. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by writing to:

*Bautista v. Monarch Investments*  
Claims Administrator  
PO Box 2117  
Portland, OR 97208-2117

### 10. When will I receive my cash payment?

If you file a timely and valid Claim Form, cash payments will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com) for updates.

### 11. What am I giving up to receive a monetary payment from the Settlement?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The

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specific rights you are giving up are called “Released Class Claims.”

## 12. What are the Released Class Claims?

Section 13 of the Settlement Agreement describes the Released Class Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com). For questions regarding the Release or Released Class Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Andrew J. Glasnovich of Stinson LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

### 14. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys’ fees and expenses of up to \$150,000. Class Counsel will also ask the Court to approve a class representative fee of up to \$7,500 for each Class Representative for their efforts in achieving the Settlement. If awarded by the Court, the attorneys’ fees and expenses, and the class representative fee will be paid by the Defendants. The Court may award less than these amounts.

Class Counsel’s application for the attorneys’ fees and expenses and the class representative fee will be made available on the Settlement Website at [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com).

## YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based about the legal claims in this lawsuit or released by the Released Class Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

### 15. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *HOME Line v. Monarch Investments*.”

The exclusion request must be **mailed** to the Claims Administrator at the following address, and be **postmarked** by **February 14, 2025**:

**Questions? Call 1-888-788-3665 or visit [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com)**

*Bautista v. Monarch Investments*  
Claims Administrator  
PO Box 2117  
Portland, OR 97208-2117

**You cannot opt out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt out hasn’t been signed by each and every individual Settlement Class Member will not be allowed.

#### **16. If I exclude myself, can I get anything from this Settlement?**

No. If you opt out, you will not be entitled to receive a cash payment, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

### **YOUR RIGHTS – OBJECTING TO THE SETTLEMENT**

#### **17. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **February 14, 2025**, stating you object to the Settlement in *Bautista et al. v. Monarch Investment and Management Group, LLC et al.*, Case No. 55-CV-22-1874.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- Your full name, current address, telephone number, and email address (if any);
- A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable;
- The identity of any lawyer representing you as an objector (if any);
- A statement indicating whether you intend to appear at the Final Approval Hearing;
- A list of all persons, if any who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and
- Your signature as the objector and the signature of your lawyer (if any).

Settlement Class Members who fail to make objections in the manner specified in this Section will be deemed to have waived any objections and will be prevented from making any objection to the Settlement (whether by appeal, or otherwise).

To be timely, written notice of an objection including all of the information above must be filed with the Court by **February 14, 2025**, at the following address:

Third Judicial District  
Clerk of Court  
151 Fourth Street SE  
Rochester MN 55904

Any objection to the Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own lawyer.

**Questions? Call 1-888-788-3665 or visit [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com)**

If you appear through your own lawyer, you are responsible for hiring and paying your lawyer.

### **18. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain a Settlement Class Member (meaning you do not exclude yourself). Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you cannot object because the Settlement no longer affects you.

## **THE FINAL APPROVAL HEARING**

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

### **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **February 21, 2025, at 10:30 a.m.** before the Honorable Kathy M. Wallace at Third Judicial District Court in Olmsted County, Olmsted County Government Center, 151 Fourth Street SE, Rochester MN 55904. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s application for the attorneys’ fees and expenses, and the class representative fee.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the Final Approval Hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com) to confirm the date and time of the Final Approval Hearing has not changed.

### **20. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

### **21. May I speak at the Final Approval Hearing?**

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 17 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

### 22. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive a cash payment. You will give up your rights as explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties about the legal claims that are released by the Settlement Agreement.

### 23. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com). You may get additional information at [www.HomeLineSettlement.com](http://www.HomeLineSettlement.com), by calling toll-free 1-888-788-3665, or by writing to:

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**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S  
CLERK OFFICE REGARDING THIS NOTICE.**