

# NOTICE FROM THE COLORADO DISTRICT COURT FOR LARIMER COUNTY

**If you lived at an RHP-branded mobile home park in Colorado,  
you may be entitled to a payment**

*A Court authorized this notice. This is not a solicitation from a lawyer.*

- A court in Larimer County, Colorado preliminarily approved a class action settlement (the “Settlement”) related to towing rules at RHP-branded mobile home parks in Colorado. Records show you are likely a part of the Class. The Court has approved this notice to inform you of your rights in the settlement.
- As described in more detail below, you may:
  - (1) Do nothing, in which case you will receive a Settlement payment, and give up certain legal claims you have;
  - (2) File a Claim Form, meaning you will receive an additional Settlement payment and give up certain legal claims you have;
  - (3) Object to the Settlement;
  - (4) Request to be excluded from the Settlement and not receive a Settlement payment.
- Before any money is paid, the Court must first decide whether to grant Final Approval of the Settlement.
- **Please read this notice carefully. Your legal rights are affected whether you act or don’t act.**

## BASIC INFORMATION

<b>1. Why was this Notice issued?</b>
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A Court authorized this notice because, when you are a member of a class action, you have a right to know about any settlement and about your options before the settlement is approved. This notice explains the lawsuit and your rights.

The Lawsuit is known as *Elizabeth Aguilar v. Harmony Road, LLC, and RHP Properties, Inc.* Case No. 2022CV030492 (Dist. Ct. Larimer Cnty.). Ms. Aguilar, the person who sued, is called the Plaintiff/Class Representative. The Defendants are Harmony Road and RHP Properties, Inc. The judge overseeing the Lawsuit is the Honorable Juan Ganzalo Villaseñor.

## **2. What is a Class Action Lawsuit?**

In a class action lawsuit, also called a class action for short, one or more named plaintiffs called Class Representatives (in this case, Elizabeth Aguilar) sues on behalf of a group or a “class” of people who have similar claims. People who fall into the definition of the class are called Class Members. If you received a Notice by direct mail, you have been identified as a Class Member. In a class action, the court resolves the issues in the case for all Class Members who don’t exclude themselves from the Class.

## **3. What is this Class Action Lawsuit about?**

The lawsuit contends that Harmony and RHP adopted and enforced allegedly unlawful towing rules as part of their Community Guidelines. Harmony and RHP deny all allegations and any breach of the law.

The Parties have engaged in litigation and have exchanged discovery (information related to the claims). The Court has made no determination about who is right. Rather, the Parties participated in a process known as mediation where they negotiated an agreement, known as a “settlement.” Both sides have agreed to the Settlement to avoid the cost, delay, and uncertainty of further litigation.

The Parties have presented the Settlement to the Court for approval, which is why you are receiving this Notice.

## **4. What are the Classes here?**

The Settlement Class is defined as: “All Persons in the United States who, from July 26, 2019, to April 15, 2024, resided at any of the Defendants’ Parks in Colorado 2021.”

The List of Parks in Colorado includes: Mountainside Estates, Pine Lakes Ranch, Redwood Estates, Harmony Village, Canterbury, The Meadows, Villa West, Pleasant Grove, Shady Lane, Saddleback Creek, Thornton Estates, Saddleback RV, Stoneybrook, Wikiup, Sheridan, Saddleback Village, Monument Creek, Loveland, Longview, Lamplighter, Inspiration Valley, Grand Meadow, Garden Meadows, Friendly Village of Greeley, Crestline Manor, Countryside Village Longmont, Countryside Village Denver, Countryside of Greeley, Commerce Heights, Canyon Ridge, Stoneybrook Pointe

## **WHO’S INCLUDED IN THE LAWSUIT?**

## **5. How do I know if I am in the Settlement Class?**

If you received a notice and it is addressed to you, it is because RHP’s records indicate that you are a Settlement Class Member. Please verify that you meet the criteria for the Class as set forth above in Section 4.

## **HOW TO GET BENEFITS**

## **6. How do I get any benefits awarded to the Settlement Class?**

**If you are a Settlement Class Member, you need not do anything to receive any benefits awarded to the Settlement Class.** You will receive your share of the Settlement Fund after deductions are made for any Court-approved administrative costs, reasonable attorneys’ fees and expenses, and an Incentive

Award for Ms. Aguilar (known as the “Net Settlement Fund”). The total Settlement Fund, from which all payments (including Settlement Class Member payments, payments for reasonable attorneys’ fees, expenses, the incentive award, and administrative costs) will be made, is \$850,000.

There are 3 Settlement Groups. You may belong to more than 1 group.

- a. “Group 1 Settlement Class Member” means and refers to the approximately 11,363 Primary Residents of RHP-Branded Properties in Colorado in general. Settlement Class Members in Group 1 who do not opt out shall each be sent a check for their pro-rata share of 44.47% of the Net Settlement Fund plus any unclaimed funds from Groups 2 and 3.
- b. “Group 2 Settlement Class Member” means and refers to the approximately 1,680 Primary Residents of RHP-Branded Properties in Colorado who had at least one vehicle towed from an RHP-Branded Property in Colorado for reasons other than a tow under the Challenged Rules. Settlement Class Members in Group 2 who do not opt out shall each be due \$150 or, if there is not sufficient funds to pay all Group 2 claimants \$150, their pro-rata share of 19.76% of the Net Settlement Fund.
- c. “Group 3 Settlement Class Member” means and refers to the approximately 720 Primary Residents of RHP-Branded Properties in Colorado who had at least one vehicle towed from an RHP-Branded Property in Colorado for an alleged violation of one or more of the Challenged Rules. Settlement Class Members in Group 3 who do not opt out shall each be due \$450 or, if there is not sufficient funds to pay all Group 3 claimants \$450, their pro-rata share of 35.76% of the Net Settlement Fund.

If you do nothing, and the Court grants Final Approval of the Settlement, you will be mailed payment reflecting your share of the Settlement Fund (a “Settlement Payment”) as a Group 1 member. **You must file a Claim Form to receive a Group 2 and/or Group 3 payment. If you file a Claim Form, you will receive additional monies as your Settlement Payment. You can belong to 1, 2, or all 3 groups.** Claim Forms are submitted under penalty of perjury. If you do not opt out, you will be bound by the Settlement Agreement and its terms, including the Released Claims. If required by law, you may also be sent a 1099 tax reporting form.

## OBJECTING TO THE LAWSUIT OR REQUEST EXCLUSION

### 7. How do I object or opt-out?

If you do not wish to receive your portion of the Settlement Fund, you may request to be excluded from the Settlement. To do so, you must request to be excluded from the Settlement Class in writing by a request postmarked on or before **March 31, 2025** or submitted via the portal on the Settlement Website referenced below. There is also a form to request exclusion available for download on the Settlement Website as well.

If submitting by mail, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name and address, the name and number of the case, and a statement that such Person intends to be excluded from the Settlement. A request to be excluded that does not include all of this information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

Any Settlement Class Member who elects to be excluded shall not: (i) be bound by any orders of the Final Order; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs are not allowed nor may any Person solicit opt outs without leave of court.

You also have a right to object to the Settlement. Any Person who intends to object to this Settlement must include in the objection his/her name and address; include all arguments, citations, and evidence supporting the objection (including copies of any documents relied on); state that he or she is a Settlement Class Member; and provide a statement indicating whether the objector intends to appear at the Final Approval Hearing and, if so, whether the appearance will be with or without counsel.

Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Agreement by appeal or other means and shall be deemed to have waived his, her, or its objections and be forever barred from making any such objections in the Action or any other action or proceeding. To be valid, the objection must be delivered or postmarked and sent via mail to Plaintiff’s Counsel and Harmony and RHP’s Counsel on or before the Objection/Exclusion Deadline, which is **March 31, 2025**.

## **THE LAWYERS REPRESENTING YOU**

### **8. Do I have a lawyer in the case?**

Steven L. Woodrow of Edelson, P.C. and Jason Legg of Cadiz Law LLC are the lawyers representing the Settlement Class. If you want to be represented by your own lawyer in this case, you may hire one at your own expense. You may also enter an appearance though an attorney if you so desire, again at your own expense.

### **9. How will the lawyers be paid?**

Settlement Class Counsel may seek, and the Court may award, an amount of reasonable attorney’s fees and reimbursement of expenses of up to one-third (33.33%) of the Settlement Fund to be paid from the Settlement Fund.

## **MISCELLANEOUS**

### **10. If I don’t exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Harmony, RHP, and their owners, shareholders, members, directors, officers, employees, agents, representatives, and affiliates, and the owners, shareholders, members, directors, officers, employees, agents, representatives, and affiliates of any other RHP-branded property for the claims being adjudicated by this lawsuit.

### **11. If I exclude myself, can I get anything from this Lawsuit?**

No. If you exclude yourself, you will not be able to receive a payment from the Settlement Fund.

**12. Do I have to come to any hearings?**

No. Settlement Class Counsel will answer any questions the Court may have and will call any necessary witnesses. But you are welcome to come to any Court hearings at your own expense. You may also pay another lawyer to attend, but it is not required.

**GETTING MORE INFORMATION****13. Where do I get more information?**

This Notice summarizes the Lawsuit. You can request further information by writing the Settlement Class Administrator at Aguilar v. Harmony Settlement Administrator, P.O. Box 59479, P.O. Box 59479, Philadelphia, PA 19102-0479 or by visiting [www.rg2claims.com/RHPTowing.html](http://www.rg2claims.com/RHPTowing.html). You can call the Settlement Class Administrator at 1-866-742-4955 or Settlement Class Counsel at 1-720-213-0675, if you have any questions. Before doing so, however, please read this full Notice carefully.