

**EXHIBIT D – PROPOSED LONG FORM CLASS NOTICE OF CLASS ACTION
SETTLEMENT**

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

*Cierra Rousseau-Dobard, et al. versus MOF-Preservation of Affordability Corp., et al., Case.
No. 2:23-cv-01433-BWA-DPC*

*The United States District Court for the Eastern District of Louisiana authorized this notice.
This is not a solicitation from a lawyer*

If you sustained damages as a direct result of the living conditions at The Willows apartment complex (7001 Lawrence Road, New Orleans, Louisiana 70126) at any time between January 1, 2014 and June 11, 2025, you may benefit from a proposed Class-Action Settlement.

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED
WHETHER YOU ACT OR DO NOT ACT.**

**PLEASE CHECK THE SETTLEMENT WEBSITE AT
WILLOWSCLASSACTION.COM REGULARLY FOR UPDATES AND FURTHER
DETAILS**

A Class-Action Settlement has been reached in *Cierra Rousseau-Dobard, et al. versus MOF-Preservation of Affordability Corp., et al.*, on the docket of the United States District Court for the Eastern District of Louisiana bearing civil action no. 2:23-cv-01433. For the precise terms and conditions of the settlement, please: (i) visit the Settlement Website at willowsclassaction.com, where you may access the Settlement Agreement and Release; (ii) contact Class Counsel, as explained in more detail below; or (iii) access the Court docket in this case by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of Louisiana, 500 Poydras Street, New Orleans, Louisiana 70130. Please do not telephone the Court or the Court Clerk’s Office to inquire about this Proposed Settlement or the claim process.

This notice summarizes the lawsuit and Class-Action Settlement (sometimes referred to in this notice as the “Settlement”).

Plaintiffs in the above-captioned action assert that they have been damaged by the living conditions at The Willows apartment complex (“Willows”) between January 1, 2014 and June 11, 2025. More specifically, Plaintiffs allege that they experienced water leaks, mold, rodent infestation, dilapidated and failing building structures, lack of maintenance, severe crime, lack of security, and lack of cleanliness.

You are a member of the Class if you leased residential property at The Willows apartment complex and sustained damages as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014 and June 11, 2025.

If you are an eligible member of the Class, the Settlement may provide you with a cash award. That award is estimated to be between \$7.09 to \$177.90 per unit, per month of rental. If you received this notice via U.S. Mail, you do not need to do anything to receive a cash payment. If you did not receive this notice via U.S. Mail and you wish to receive a cash payment, you must timely submit a Proof of Claim Form.

YOUR RIGHTS AND CHOICES IF YOU ARE A MEMBER OF THE CLASS:

<i>YOU MAY:</i>		<i>DUE DATE</i>
DO NOTHING	If you leased residential property at The Willows apartment complex between January 1, 2014 and June 11, 2025, and received this notice addressed to you via U.S. Mail, and you do nothing, you will be bound by the Settlement (if approved). By doing nothing, you will release your claims, and you will receive a monetary award.	
FILE A CLAIM FORM	If you sustained damages as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014, and June 11, 2025, and did not receive this notice addressed to you via U.S. Mail, you must timely submit a valid Claim Form to the Claims Administrator in order to recover a monetary award under the Settlement.	No later than 15 days after the Final Approval Hearing. This hearing is current set for July 9, 2026
EXCLUDE YOURSELF	You may request to be excluded from the Class by timely submitting a request in writing to the Claims Administrator. If you do this, you will not receive any of the benefits provided by the Settlement and you may not object to the Settlement. You will, however, keep your right to sue regarding the Claims asserted in the Class Action.	No later than 30 days prior to the Final Approval Hearing. This hearing is current set for July 9, 2026
OBJECT	You may object to the Settlement by submitting a valid and timely objection to the Court and counsel for the Parties. If you object, and you were a lessee between January 1, 2014, and June 11, 2025, or if you received this notice addressed to you by U.S. Mail, you must still submit a valid Claim Form by the deadline above to receive any cash payment	No later than 30 days prior to the Final Approval Hearing. This hearing is current set for July 9, 2026

These rights and choices – **and the deadlines to exercise them** – are further explained in this notice.

These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the Settlement Website at willowsclassaction.com regularly for updates and further details.

The Court still has to decide whether to approve the Settlement. Benefits will be provided only if the Court approves the Settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. Why did I get this notice?

A Court ordered and approved this notice because you have the right to know about a Settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Settlement.

This notice explains:

What the lawsuit is about

Who is included in the Settlement

How the Settlement may benefit you

What your legal rights are

How to get benefits of the Settlement

2. What is the lawsuit about?

This case is pending in the United States District Court for the Eastern District of Louisiana. The full name of the action is *Cierra Rousseau-Dobard, et al. versus MOF-Preservation of Affordability Corp., et al.*, on the docket of the United States District Court for the Eastern District of Louisiana bearing civil action no. 2:23-cv-01433.

The Plaintiffs in this lawsuit allege that they have been damaged by the living conditions at The Willows apartment complex between January 1, 2014 and June 11, 2025. More specifically, the Plaintiffs allege that they experienced water leaks, mold, rodent infestation, dilapidated and failing building structures, lack of maintenance, severe crime, lack of security, and lack of cleanliness. Plaintiffs assert claims for breach of contract.

Defendants vigorously deny Plaintiffs' allegations of breach of contract and negligence and deny that any conduct challenged by Plaintiffs caused any damage whatsoever and have asserted a number of defenses to Plaintiffs' Claims.

The Court has not issued a final ruling on Plaintiffs' Claims. Plaintiffs and Defendants have agreed to the Settlement to avoid the risk and expense of further litigation. Plaintiffs believe that their Claims have merit, but that the Settlement is fair, reasonable, and in the best interests of the members of the Class given the risk and expense of further litigation.

3. Why is this a Class Action?

In a Class Action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are called a "Class" and the individuals are called "Class Members." One court decides all the issues in such a Class Action lawsuit for all Class Members, except for those who exclude themselves from the Class. In a Class Action, the Court has a responsibility to assure that prosecution and resolution of the Class Claims by the Class Representatives and their attorneys ("Class Counsel," see Question 18) is

fair. In this lawsuit, the Class Representatives are asking the Court to decide the issues for all persons who sustained damages as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014 and June 11, 2025.

4. Why is there a Proposed Settlement?

The Court did not rule in favor of either party. Instead, the Parties agreed to a Settlement to avoid the expense and risks of continuing the lawsuit. The Class Representatives and their attorneys think the Settlement is best for all members of the Class Members.

WHO IS IN THE PROPOSED SETTLEMENT CLASS

5. How do I know if I'm part of the Class?

The Class includes:

All individuals who leased residential property at The Willows apartment complex and sustained damages as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014 and June 11, 2025.

This proposed settlement addresses rental reimbursements to all lessees and people who leased and/or occupied pursuant to a lease at The Willows apartment complex and sustained damages as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014, and June 11, 2025. Regardless of the number of individuals occupying a single unit at The Willows apartment complex, only one claim for rental reimbursement may be made per household by the individual whose name was on the lease as being responsible for rental payments or his/her representative. This is because only one rental payment was required to be paid during any given rental period, regardless of how many people occupied an apartment at one time.

If this describes you, you are automatically a member of the Class unless you exclude yourself by following the steps for exclusion described below.

Persons who are members of the Class and do not exclude themselves will be bound by the Settlement, if approved by the Court, whether or not they submit a Proof of Claim Form, and will be prevented from bringing other Claims covered by the Settlement. Those who exclude themselves from the Class will not be bound by the Settlement and will not receive any payments from the Settlement.

In order to receive a monetary award, you must submit a valid Proof of Claim Form UNLESS you leased an apartment at The Willows apartment complex between January 1, 2014 and June 11, 2025 AND you received this Notice addressed to you via U.S. Mail. If you leased an apartment at The Willows apartment complex between January 1, 2014 and June 11, 2025 AND you received this Notice addressed to you via U.S. Mail, you do not have to do anything more and you will receive a monetary award if the Court finally approves the Settlement.

If you DID NOT lease an apartment at The Willows apartment complex between January 1, 2014 and June 11, 2025, AND you DID NOT receive this Notice addressed to you via U.S. Mail, you must submit a Proof of Claim Form by the deadline stated herein in order to receive a monetary award.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

6. What does the Proposed Settlement provide?

The Proposed Settlement provides benefits to members of the Settlement Class. It was negotiated between Plaintiffs and Defendants, through their attorneys, and has been preliminarily approved by the Court. The Settlement terms provides that the Defendants will establish a non-reversionary \$3,200,000 Settlement Fund that provides payments to Settlement Class Members of monetary relief to be divided between: (1) each individual who leased an apartment at The Willows apartment complex between January 1, 2014 and June 11, 2025 AND received this Notice addressed to them via U.S. Mail and (2) each individual who leased an apartment at The Willows apartment complex between January 1, 2014 and the present who does not meet the criteria of category (1) but who submits a Proof of Claim Form within the time limitations set forth herein.

The monetary relief will be provided in progressive amounts depending on which year(s) each Class Member leased an apartment at The Willows apartment complex.

From the Settlement Fund, \$150,000 will be distributed to Class Members who leased an apartment at The Willows apartment complex between January 1, 2014 and December 31, 2017, with payment amounts increasing as living conditions deteriorated over time—lessees from 2017 will receive greater compensation than lessees from 2016, and lessees from 2016 will receive greater compensation than lessees from 2015, and so on.

From the Settlement Fund, \$3,000,000 will be distributed Class Members who leased an apartment at The Willows apartment complex between January 1, 2018 and June 11, 2025, with payment amounts increasing as living conditions deteriorated over time—lessees from 2025 will receive greater compensation than lessees from 2024, and lessees from 2024 will receive greater compensation than lessees from 2023, and so on.

At this time, the amount of the payment is estimated to be in the range of \$7.09 to \$177.90 per unit, per month leased.

The remaining \$50,000 in the Settlement Fund will be used to pay expenses associated with administering the settlement.

7. How do I submit a Claim for benefits?

Unless you leased an apartment at The Willows apartment complex between January 1, 2014 and June 11, 2025, and you received this Notice addressed to you via U.S. Mail, you must complete and submit a Proof of Claim Form if you wish to receive a monetary award. To submit the Proof of Claim Form, you **must do one of the following**: (i) complete an electronic Proof of Claim

Form and submit it to the Claims Administrator via the Settlement Website at willowclassaction.com on or before July 24, 2026; or (ii) complete a paper Proof of Claim Form and send it to the Claims Administrator via fax to 504-321-0576, via United States mail, postage prepaid to 1100 Poydras Street, Suite 1200, New Orleans, Louisiana 70163, or via e-mail to jacob@hermanandyoung.com by July 24, 2026. You can call 504-238-5050 to request a Proof of Claim Form be mailed to you.

8. When will I get my Settlement benefits?

Settlement benefits will be available only if the Settlement is finally approved by the Court. The Parties anticipate that the Court will hold a Fairness Hearing on July 9, 2026 at 10:00 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement and appeals or post-judgment motions are filed, the Settlement does not become Final until all such appeals and post-judgment motions are resolved. It is always uncertain how long such motions and appeals, if any, might take – they can take many months or longer. You should check the Settlement Website at willowclassaction.com for updates on the status of the Settlement and applicable deadlines. Please be patient.

YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

9. What am I giving up to stay in the Class?

If you leased an apartment at The Willows apartment complex and sustained damages as a direct result the living conditions at The Willows apartment complex at any time between January 1, 2014 and June 11, 2025, and if you do not timely exclude yourself from the Class as outlined below, you are automatically a Class Member and you will be included in the Class.

If you stay in the Class, you cannot sue or be part of any other lawsuit against Defendants about the Claims in this lawsuit. In addition, if you stay in the Class, all of the Court's orders pertaining to the Class will apply to you.

10. By staying in the Class, you become a Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future contract claims you might have against Defendants that arise as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014 and June 11, 2025. Can I get out of the Settlement?

Yes. You can get out of the Settlement by excluding yourself from the Class. Excluding yourself from the Class is sometimes referred to as "opting out." If you exclude yourself from the Class, you will not and cannot receive any benefits under the Settlement and you cannot object to the Settlement. However, you keep the right to file your own lawsuit, or join another lawsuit, against Defendants about the Claims in this lawsuit.

11. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must timely send an electronic or written request to be excluded to the Claims Administrator that contains all of the following information:

Your name, current address, and telephone number;

A statement that you want to be excluded from the case *Cierra Rousseau-Dobard, et al. versus MOF-Preservation of Affordability Corp., et al.*, on the docket of the United States District Court for the Eastern District of Louisiana bearing civil action no. 2:23-cv-01433, that you do not wish to be a Class Member, and that you want to be excluded from any judgment entered in this case;

Your signature (or your lawyer's signature).

To submit a request to be excluded from the Class, you **must do one of the following**: (i) complete an electronic request and submit it to the Claims Administrator via the Settlement Website at willowclassaction.com on or before June 9, 2026; or (ii) complete a written request to be excluded and send it to the Settlement Administrator via fax to 504-321-0576, via United States mail, postage prepaid to 1100 Poydras Street, Suite 1200, New Orleans, Louisiana 70163, or via e-mail to jacob@hermanandyoung.com by June 9, 2026.

Any request for exclusion sent by United States mail must be postmarked on or before June 9, 2026.

12. If I don't exclude myself from the Class, can I still sue Defendants for the same things later?

No. Unless you exclude yourself from the Class, you give up the right to sue the Released Parties, including Defendants, for any damages sustained as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014 and June 11, 2025. If you want to keep the right to sue Defendants in a new lawsuit relating to this subject matter, you must timely exclude yourself from the Class. Remember, any exclusion request must be submitted to the Claims Administrator on or before June 9, 2026.

13. If I exclude myself from the Class, can I get any benefits from the Proposed Settlement?

No. If you exclude yourself from the Class, you will not and cannot receive any benefits under the Settlement.

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

14. How do I tell the Court I don't like the Proposed Settlement?

If you are a member of the Class and don't exclude yourself, you can object to the Settlement or any part of it by filing and serving a written objection as explained here. You can ask the Court to

deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Proposed Settlement. If the Court denies approval, no Settlement Payments will be made and the parties to the lawsuit will return to their positions before Settlement. If that is what you want to happen, you must object.

To object, you must file your written objection with the Court no later than June 9, 2026. You must also send your objection to Class Counsel and Counsel for Defendants, postmarked no later than June 9, 2026.

Court	Class Counsel	Counsel for Defendants
Clerk of Court, United States District Court Eastern District of Louisiana 500 Poydras Street, New Orleans, Louisiana 70130.	Jacob D. Young, Herman & Young 1100 Poydras St Suite 1200 New Orleans, LA 70163 Telephone: (504) 581-7068 Facsimile: (504) 321-0576	Emily Eagan Laborde Siegel, L.L.C. 701 Poydras Street, Suite 4800 New Orleans, Louisiana 70139 Telephone:(504) 561-0400 Facsimile:(504) 561-1011

Your objection must include your full name, telephone number, home address, email address, any address or other proof of membership in the Class. In addition to the above, your objection must state the reasons why you are objecting, and whether you intend to appear in Court at any Final Fairness Hearing either with or without a separate attorney and be signed by you or your attorney. If you have documents supporting your objection, you must attach them to your letter. If you intend to call witnesses at the Final Fairness Hearing, you must identify them in your letter.

If you wish to appear and speak at the Final Fairness Hearing, you must file a Notice of Appearance with the Court and mail it to Class Counsel and Defendants' Counsel no later than ten (10) business days before the hearing.

15. What's the difference between objecting to the Proposed Settlement and excluding myself from the Settlement Class?

Objecting to the Settlement is the way to tell the Court what you don't like about the Settlement as a member of the Class. You can object only if you remain in the Class, meaning that you do not exclude yourself from the Class.

Excluding yourself from the Class is the way to tell the Court you do not want to participate in the Settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself from the Class, you cannot object because the Settlement no longer will affect you.

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

16. Can I appear or speak in this lawsuit and Settlement?

Yes, you may appear and speak at the Final Fairness Hearing by filing an objection and Notice of Appearance in the manner and in the time set forth in response to Question 14 above. You may also hire your own individual lawyer to speak for you, but you will have to pay for any such lawyer yourself.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing you will remain a Class Member and all of the Court's orders pertaining to the Class will apply to you. You won't be able to sue, or join a new lawsuit, against any of the Released Parties for any damages that you may have sustained as a direct result of the living conditions at The Willows apartment complex at any time between January 1, 2014 and June 11, 2025.

If you leased an apartment at The Willows apartment complex between January 1, 2014 and June 11, 2025 AND you received this Notice addressed to you via U.S. Mail, you do not have to do anything more and you will receive a monetary award if the Court finally approves the Settlement.

If you DID NOT lease an apartment at The Willows apartment complex between January 1, 2014 and June 11, 2025 AND you DID NOT receive this Notice addressed to you via U.S. Mail, you must submit a Proof of Claim Form by the deadline stated herein in order to receive a monetary award. Proof of Claim Forms can be obtained by contacting Class Counsel or visiting the website willowsclassaction.com or calling 504-238-5050.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes, the Court has appointed the following attorney as Class Counsel to represent the Class:

Jacob D. Young,
Herman & Young
1100 Poydras St
Suite 1200
New Orleans, LA 70163
Telephone: (504) 581-7068
Facsimile: (504) 321-0576

Megan C. Kiefer
Kiefer & Kiefer

1100 Poydras St.
Suite 1300
Telephone: (504) 828-3313
Facsimile: (504) 828-0024

You will not be charged for this lawyer. You are welcome to call this lawyer with any questions about the lawsuit or Settlement, or to otherwise discuss further the Settlement.

You may also consult your own lawyer at your own expense.

19. How much will the lawyer for the Settlement Class be paid and how will they be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees of no more than \$787,500.00 and expenses of no more than \$30,000. Class Counsel also will ask the Court to award each of the named plaintiffs who were deposed \$25,000 each, and the remaining named plaintiffs \$3,500 each for their time and effort pursuing this matter on behalf of the Class. These payments will come out of the Settlement Fund. Class Counsel will file their fee application at least ten (10) business days before the deadline for objecting to the Proposed Settlement.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Final Fairness Hearing at **10:00 a.m. on July 9, 2026** at the Hale Boggs Federal Building and Courthouse which is located at 500 Poydras Street in New Orleans, Louisiana, or by remote or virtual means, as ordered by the Court. This hearing date may be moved, cancelled, or otherwise modified, so please regularly check the following for further details: (i) the Settlement Website at willowsclassaction.com; (ii) or call 504-238-5050; or (iii) the Court docket in this case by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of Louisiana, 500 Poydras Street, New Orleans, Louisiana 70130.

At the Final Fairness Hearing, the Court will consider all timely and properly raised objections, if any, and will consider whether the Settlement is fair, reasonable, and adequate to the Class. The judge may listen to people who have timely and properly objected to the Settlement and requested to speak at the hearing. The judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the judge will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the Final Fairness Hearing?

No, you don't have to come to the hearing. Class Counsel will answer any questions the Court may have. But you and/or your lawyer are welcome to come at your own expense. If you timely

and properly file and serve a written objection, you don't have to come to the hearing for the judge to consider it.

22. Can I speak at the hearing?

Yes, you may, but only if you timely and properly file and serve a written objection and Notice of Appearance, as set forth in response to Question No. 14 above. You cannot speak at the hearing if you exclude yourself from the Class.

GETTING MORE INFORMATION

23. Are more details about the lawsuit and the Settlement available? If so, where can I access any additional information?

This notice only summarizes the lawsuit and Settlement. You can get more information, read common questions and answers, and access documents, including the Settlement Agreement and Release, by visiting the Settlement Website at willowsclassaction.com or calling 504-238-5050 or by contacting Class Counsel at the contact information listed in response to Question No. 18 above.

The court files for this case are available for your inspection at the Office of the Clerk of the Court for the United States District Court for the Eastern District of Louisiana, 500 Poydras Street, New Orleans, Louisiana 70130.

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO DEFENDA