

LATONNA COLLIER ET AL.,	:	SUPERIOR COURT
<i>Plaintiffs,</i>	:	
	:	COMPLEX LITIGATION DOCKET
v.	:	
	:	
ADAR HARTFORD REALTY, LLC,	:	AT HARTFORD
et al.,	:	
<i>Defendants.</i>	:	AUGUST 8, 2025

NOTICE OF PENDING CLASS ACTION

To: All former tenants who resided in the Barbour Gardens apartment complex in Hartford, Connecticut, at any time from the start of 2015 through the end of 2019.

Why am I receiving this Notice?

Several former tenants of the Barbour Gardens apartment complex have filed a class action lawsuit, on behalf of themselves and other former tenants (the “Plaintiffs”), against the property’s former owner, Adar Hartford Realty LLC (“Adar”), the property’s former manager, Arco Management Corporation (“Arco”), and two of Adar’s owners, Saied Soleimani and Vivid Management Company (collectively with Adar and Arco, the “Defendants”). The lawsuit asserts legal claims against the Defendants based on their alleged actions and the general living conditions at Barbour Gardens.

Barbour Gardens consisted of four buildings, located at 383-395 Barbour Street (Building One), 385-391 Barbour Street (Building Two), 890-896 Garden Street (Building Three), and 888-900 Garden Street (Building Four) in Hartford, Connecticut.

You are receiving this notice because records indicate that you were a Barbour Gardens tenant sometime between 2015 and 2019. As a former tenant during that time period, you are a potential member of this class action and may be entitled to a portion of any recovery achieved by the Plaintiffs in this action, as discussed below.

If someone lived with you at Barbour Gardens but was not listed as a tenant on the lease—and you do not have legal authority or consent to make decisions on their behalf in this lawsuit—please ask them to contact class counsel directly using the phone number or email address on Page 5 of this notice.

What are the Plaintiffs claiming?

The original complaint—which began the lawsuit—was filed on August 6, 2019, in the Connecticut Superior Court for the Judicial District of Hartford. The current version of the complaint was more recently filed on February 7, 2022. In this class action, the Plaintiffs claim that the Defendants violated the law in the following ways:

1. The Defendants violated the Connecticut Unfair Trade Practices Act, by committing unfair or deceptive acts or practices in connection with the leasing of residential real property, by consciously allowing Barbour Gardens to deteriorate into such an unsafe and unsanitary condition that governmental housing authorities eventually forced the property to close and tenants to evacuate.
2. The Defendants were unjustly enriched by continuing to collect rent and housing payments while conditions were unsafe and unsanitary.
3. Barbour Gardens' former owner, Adar, breached the written lease agreements that it had entered into with tenants.
4. Barbour Gardens' former property manager, Arco, breached its management agreement related to the property.

According to the Court's decision, this class action may proceed "as to the liability only on the following causes of action: breach of lease, breach of management agreement, unjust enrichment and violation of CUTPA based on alleged failures to maintain common areas of Barbour Gardens. If the class prevails on its unjust enrichment claim, the class also is certified as to any total amount of restitution. If the class prevails on liability on its CUTPA claim, the class also is certified as to any classwide award of punitive damages or attorneys' fees."

Thus, consistent with the Court's order, this class action will be limited to claims arising from defects in the common areas of the Barbour Gardens complex. In this class action, the Plaintiffs will collectively seek remedies including the return of rent money that tenants paid to live in the apartments, the recovery of rental subsidies that the Defendants received from the government, punitive damages from the Defendants, and the costs and fees of litigating the case.

PLEASE TAKE NOTICE: Also consistent with the Court's order, this class action does **not** seek compensation based specifically on the conditions inside of tenants' individual apartments.

How do the Defendants respond?

The Defendants deny that they have committed any violations or that they should be required to pay any money to the Plaintiffs.

**YOU HAVE THE FOLLOWING
LEGAL RIGHTS AND OPTIONS IN THIS LITIGATION**

ASK TO BE EXCLUDED FROM THE LAWSUIT	Choose not to be a part of this lawsuit. Decide whether to sue separately on your own behalf. If you do not want to be part of this lawsuit, you must ask to be excluded. Doing so would allow you to decide for yourself whether to file your own lawsuit about the same legal claims. If you exclude yourself, you will not receive any money or benefits if the class wins or settles this case. Whether or not the class obtains relief, you would retain any right to sue separately about the same legal claims.
DO NOTHING, AND STAY PART OF THE LAWSUIT	Stay in this lawsuit. Await the outcome. Give up certain rights. If you do nothing, you will remain a member of the class and stay in the lawsuit. You will keep the possibility of receiving money or other benefits from a trial or settlement. You will give up any right to sue separately about the same legal claims. You will also be bound by any Court rulings, including those in favor of the Defendants.

To be excluded, you must submit your request in writing or online, according to the instructions below, on or before **November 6, 2025**.

If you wish to remain in the class, you do not need to take any action at this time.

What impact would being excluded from the lawsuit have on me?

If you ask to be excluded from the lawsuit, you will not be a part of, or bound by, any decision the Court or a jury eventually makes about the Plaintiffs' claims. You also would not be able to share in any money or benefits if the class wins or settles the case. You may choose instead to bring one or more claims on your own, or not to bring a claim at all.

What impact would joining the lawsuit have on me?

If you choose to remain in this lawsuit, the decisions made by the Plaintiffs and their counsel, Shipman & Goodwin LLP ("Shipman"), about the method and manner of conducting the case—including whether to accept or reject any proposed settlement—will be binding on you. (Any future proposed settlement must be independently approved by the Court as fair, reasonable, and adequate before it can take effect and bind class members.)

You will also be bound by all other decisions of the Court, whether favorable or unfavorable to the class. The Court decided that this case can go forward as a class action because many important issues are the same for everyone who lived at Barbour Gardens during this time period in question. A class action lets the Court decide those common issues in one case instead of many separate cases. The Court looked at whether it would make more sense for each person to file his or her own lawsuit, and decided it would be better, fairer, and more efficient to have one case that includes everyone in the class.

Shipman is serving as class counsel on a contingency-fee basis, meaning that Shipman does not expect to be paid for its services unless the Plaintiffs obtain a judgment against the Defendants or the parties enter into a court-approved settlement. This means that if there is no recovery (for example, if there is a judgment in the Defendants' favor), there will be no attorney's fees awarded to Shipman. If the Plaintiffs succeed in obtaining a judgment or settlement, then Shipman will request that the Court either determine or approve the amount of attorney's fees and costs that Shipman is entitled to receive for its work.

If you choose to remain in this lawsuit, you may be asked to provide certain information concerning your tenancy at Barbour Gardens. You may also be required to testify at a pretrial deposition, hearing, and/or trial. This happens only rarely. If it does, we will explain what is involved and offer guidance to you.

DEFINITION OF THE CLASS

On April 1, 2025, the Court entered an order certifying this lawsuit as a class action. This does not mean that the Court believes that the Plaintiffs will win, that their claims are justified, or that any class member will be entitled to money in this case. Rather, the Court is permitting Plaintiffs to pursue their claims on behalf of other former Barbour Gardens tenants in addition to themselves. The Court's order defines the class as follows:

All persons who lived at Barbour Gardens any time between January 1, 2015 and the date on which the last tenant(s) evacuated Barbour Gardens in 2019.

The Court has designated the Shipman law firm as counsel for the class. Certain of the individual plaintiffs named in the complaint, who initially brought the lawsuit—Tasha Jordan, David Merritt, and Evelyn Jones—are the class representatives.

This notice is being sent to you because you may be a member of the class. To be a class member, you must meet the criteria listed above in the class definition. If you are uncertain about whether you are a member of the class, you may contact counsel for the class or your own attorney with questions.

TO BE EXCLUDED FROM THE CLASS

IF YOU DO NOT WISH TO BE A PART OF THIS LITIGATION, YOU MUST SEND BY MAIL OR SUBMIT ONLINE SUFFICIENT AND TIMELY WRITTEN NOTICE.

To be valid, each request for exclusion from the class must: (a) identify the name and current address of the person asking to be excluded; (b) state that the person is requesting exclusion from the class in *Collier, et al. v. Adar Hartford Realty LLC, et al.*, Docket No. X07-HHD-CV19-6115255S; and (c) be signed and dated by the person seeking to be excluded.

Your request must be sent to the appropriate address listed below. If you send your request by mail, it must be postmarked no later than **November 6, 2025**. If you submit your request online, it must be completed no later than **November 6, 2025**.

Mailing address for written exclusion requests:

Collier v. Adar Hartford Realty, LLC
c/o CPT Group
50 Corporate Park
Irvine, CA 92606

Website to access for online exclusion requests:

<http://www.BarbourGardensClassAction.com>

(You can also find information and updates about this lawsuit at the website above.)

To reiterate, if you exclude yourself from the class, you will not be entitled to share in any potential recovery and will not be bound by any decisions or judgment for or against the class in this litigation.

IF YOU DO NOT REQUEST EXCLUSION FROM THE CLASS BY NOVEMBER 6, 2025, YOU WILL BE CONSIDERED A MEMBER OF THE CLASS AND YOU WILL BE BOUND BY ANY DECISIONS AND FINAL JUDGMENT IN THE ACTION.

TO REMAIN A MEMBER OF THE CLASS

IF YOU WISH TO REMAIN A CLASS MEMBER, YOU ARE NOT REQUIRED TO DO ANYTHING AT THIS TIME. You do not need to respond to this notice. Remaining in the class will not obligate you personally to pay any attorney's fees or costs.

If you remain a class member, you will be bound by any judgment in this litigation, whether it is favorable or unfavorable to the class, and whether entered after a motion, trial, or settlement. If there is a recovery, you may be entitled to share in the proceeds—less any costs, expenses, and attorney's fees that class counsel may be granted out of any such recovery.

If you remain in the class and do not request exclusion in the manner set forth above, you will be represented by Shipman & Goodwin LLP, the court-appointed lawyers for the class. Counsel for the class is:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Telephone: (860) 251-5000
Facsimile: (860) 251-5216

Individual attorneys representing the class may be reached by email at:

mostrowski@goodwin.com
edelpozo@goodwin.com
sdlugo@goodwin.com

General information about class counsel is available at:

<http://www.shipmangoodwin.com>

As a class member, you may arrange to have your own attorney enter an appearance on your behalf in this litigation if you so desire. If you hire your own counsel, however, you will be solely responsible to pay that attorney's fees and costs.

CORRECTING YOUR MAILING ADDRESS

The information on file with class counsel about your address may not be current or correct. To ensure that you receive all proper notices, you should inform the class counsel mentioned above of any necessary corrections to your address.

AVAILABILITY OF FILED PAPERS

This notice does not fully describe all of the claims and positions of the parties involved in this litigation. The pleadings and other papers filed in this litigation may be accessed, during business hours, at the Connecticut Superior Court, located at 95 Washington Street in Hartford, Connecticut. They are also available through the Court's website at:

<https://civillinquiry.jud.ct.gov/CaseDetail/PublicCaseDetail.aspx?DocketNo=HHDCV196115255S>

If you have questions about this notice, you may consult an attorney of your own choosing, or counsel for the class, whose contact information is listed above. **DO NOT ADDRESS ANY QUESTIONS ABOUT THIS LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.** They are not permitted to answer your questions. Please note that all documents sent to the Court by any member of the class, including any letter or document expressing the member's desire to be excluded from the class and any objection to a proposed settlement, voluntary dismissal, or compromise will be filed electronically by the clerk and will be available for public review.

COURT'S AUTHORIZATION

THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE CONNECTICUT SUPERIOR COURT. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF THE PLAINTIFFS' CLAIMS OR THE DEFENDANTS' DEFENSES.

If you don't understand any part of this notice, or have questions, you may contact Shipman & Goodwin LLP by phone at (860) 251-5000. Mention that you are calling about the Barbour Gardens class action, and an attorney there can help answer your questions at no cost to you. Alternatively, you may email one or more of the individual attorneys for the class, at the email addresses listed above.