

United States District Court for the Northern District of Illinois

Sewall, et al. v. Home Partners Holdings LLC, et al.

Case No.1:25-cv-07849

Class Action Settlement Notice

Authorized by the U.S. District Court

Did you sign a lease with Home Partners, or were you listed as an occupant on a lease?

There is a proposed settlement of a lawsuit.

You and your household may receive a base settlement payment, and an additional “repair and expense reimbursement” payment.

To receive a base payment, you don’t have to do anything, because payments will be distributed automatically. To request additional payment for repair and expense reimbursement, you must submit a claim.

Read this notice for more information.

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more by reading this Notice, or by visiting www.HPASettlement.com.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Sewall, et al. v. Home Partners Holdings LLC, et al.* brought on behalf of people who leased homes from Home Partners Holdings LLC or any entity directly or indirectly owned in whole or in part by it (collectively, “Home Partners”). **You received this notice because you may be a member of the group of people affected, called the “settlement class.”** This notice gives

you a summary of the terms of the proposed settlement agreement, explains what rights and obligations settlement class members have, and helps settlement class members make informed decisions about what action to take.

The settlement of this class action lawsuit does not mean that Home Partners has admitted any wrongdoing in connection with the lawsuit or that there was any finding of wrongdoing by the Court. Home Partners expressly denies any wrongdoing or liability of any kind related to any of the claims in the class action lawsuit.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Do Nothing	Get an automatic pro rata payment after final approval of the Settlement by the Court. Give up rights and claims resolved by settlement.
Submit a Claim Form for an additional Repair and Maintenance Cost Reimbursement by October 27, 2025	You must submit a claim to request additional payment. You will be bound by the settlement. You may submit a claim online at www.HPASettlement.com .
Opt Out by October 20, 2025	Get no payment. Allows you to bring your own lawsuit against Defendants about the same issues.
Object by October 20, 2025	Tell the Court why you don't like the settlement.

Which choice you make is entirely yours. Read on to understand the specifics of the settlement and what each choice would mean for you.

Learning About the Lawsuit

What is this lawsuit about?

Beginning on March 3, 2022, six class action lawsuits were filed against Home Partners Holdings LLC, and OPVHHJV LLC d/b/a Pathlight Property Management and related companies (collectively “Defendants” or “Home Partners”), in state and federal courts in Minnesota, Washington, Colorado, Georgia, Illinois, and Maryland. The lawsuits were brought on behalf of consumers who leased homes from Defendants. The lawsuits claim that Home Partners leased residential homes to Settlement Class Members through leases containing misleading, unenforceable or otherwise unlawful provisions, including related to repair and maintenance obligations.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
www.HPASettlement.com

Defendants deny Plaintiffs’ allegations and claims, and deny that Defendants have violated any laws. Defendants contend their leases and conduct were lawful. Defendants do not admit liability of any kind.

No final decision or judgment in favor of either side has been entered by any court.

The parties have now agreed to settle, which means they have reached an agreement to resolve the lawsuits without any admission or finding of wrongdoing by Defendants. Both sides want to avoid the risk and expense of further litigation.

What happens next in this lawsuit?

The Court still has to decide whether to approve the Settlement. The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Courtroom 1925 of the Everett McKinley Dirksen United States Courthouse located at 219 South Dearborn Street in Chicago, Illinois.

When: 9:30 a.m. CT on December 2, 2025. This time and date are subject to change. Consult this website for updates.

The Court has directed that this notice about the proposed settlement be sent to you. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don’t have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties

decide to end it, it will be void and the litigation will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to www.HPASettlement.com.

Learning About the Settlement

What does the settlement provide?

The Settlement, if approved, will provide \$34,000,000 to pay Settlement Class members, as well as to pay Class Counsel's fees, costs, expenses, and service awards to the Class Representatives. The Settlement will also require Defendants to make certain disclosures in their form leases and advertising.

All Class Members who do not submit a timely opt out request—as explained below—are eligible to receive two kinds of cash Settlement Benefits from the Net Settlement Fund: a Pro Rata Base Payment, and a Repair and Maintenance Cost Reimbursement. These two kinds of payments are explained below.

How do I know if I am part of this settlement?

The settlement is on behalf of the people in every state and the District of Columbia in which Home Partners has leased homes who are or were parties to leases with Home Partners, or were household members or occupants listed in such leases, and occupied the home at any time during the applicable Settlement Class Periods. These people are called Settlement Class Members.

The Settlement Class Periods cover the time periods below:

- **Multistate class:** This covers Settlement Class Members in a Home Partners home in any state and the District of Columbia except Minnesota, Washington, or Colorado, from December 22, 2019, through July 31, 2025.
- **Minnesota:** This covers Settlement Class Members in a Home Partners home in Minnesota any time from March 1, 2016, through July 31, 2025.
- **Washington:** Class Members in a Home Partners home in Washington any time from September 21, 2016, through July 31, 2025.
- **Colorado:** Class Members in a Home Partners home in Colorado from May 1, 2017, through July 31, 2025.

Other people rented with me—are they part of the settlement?

Each person listed on a lease as a tenant, occupant or household member, and for whom Defendants have a valid email or address, will directly receive a Notice of this Settlement. Each group of Settlement Class Members who are listed on a lease is referred to as a “Lease Household” in this Notice and the Settlement Agreement.

Is anyone excluded from the settlement?

You are NOT a Settlement Class Member if you have timely and validly opted out of the Settlement, if you did not start renting a Home Partners home until on or after January 10, 2025, if you were a minor at the time Preliminary Approval was entered, are an employee or officer of any of the Defendants or any of their parents, affiliates or subsidiaries, Defendants’ legal representatives, any judge, or judicial staff and any immediate family of any judge to whom this case is assigned.

How much will my payment be?

Your payment depends on how much you paid in total rent to Home Partners, and whether you submit a claim for additional “Repair and Maintenance Cost Reimbursement.” Your payment will not be calculated until after all claims are submitted, and the Court gives Final Approval to the Settlement and to the Service Awards, and Class Counsel’s Fees, Costs and Expenses.

The proposed settlement amount of \$34 million will first be reduced by the amounts used to pay (1) Class Counsel’s fees, costs, and expenses, as awarded by the Court, (2) notice and administration costs, as awarded by the Court, and (3) Class Representative Service Awards, as awarded by the Court. These amounts are explained below.

The remaining amount is the “Net Settlement Fund.” The Net Settlement Fund will be used to pay Settlement Class Member Repair and Maintenance Cost Reimbursement requests, not to exceed \$7.5 million in total. The remainder of the Net Settlement Fund (“Net Settlement Fund Remainder”) will be used to pay Base Payments, which will be allocated pro rata to each Lease Household. The Net Settlement Remainder will not be determined until all Repair and Maintenance Cost Reimbursement claims are submitted by Class Members, and unless the Court gives Final Approval to the Settlement and to the Settlement administration costs, Service Awards, and

Class Counsel's Fees, Costs and Expenses.

If a Lease Household has more than one Settlement Class Member, the payment will be split equally between each of the Settlement Class Members.

Pro Rata Base Payment: A Pro Rata Base Payment is each Lease Household's share of the Net Settlement Fund Remainder. Each Lease Household's percentage share will be calculated as:

(Lease Household's monthly base rent paid through July 31, 2025 / Total monthly base rent paid by Settlement Class Members through the July 31, 2025).

For example, if the total monthly base rent paid by Settlement Class Members is calculated to be \$250 million, your Lease Household's total monthly base rent paid is \$50,000, and the Net Settlement Fund Remainder is \$13,000,000, the Pro Rata Base Payment to your Lease Household is \$2,600. This is only an example, not a guaranteed minimum or maximum payment.

Repair and Maintenance Cost Reimbursement Payment: A maximum of \$7,500,000 will be allocated to reimburse Settlement Class Members for repairs they performed, or paid others to perform, for which the Settlement Class Members were not reimbursed, and which they contend were Home Partners' responsibility. Each Lease Household may submit claims for up to \$2,500, using the Claim and Change of Address Form that is available online at www.HPASettlement.com. If the total amount in approved claims exceeds the \$7,500,000 maximum, each Lease Household's share will be reduced pro rata. If the total in approved claims is less than \$7,500,000, the remainder will be added to the Net Settlement Fund and distributed to Class Members in the form of Pro Rata Base Payments.

How do I get a payment if I am a Settlement Class Member?

Payments can be applied as credits to your rent balance, or you may receive a direct payment by check, provided your Lease Household does not owe a substantial outstanding balance.

If you are a **Current Resident**, your household may receive a Base Payment credit toward their Lease Household's rent, i.e., their total Lease Household payment may be applied to their ledger to pay any amounts due. Alternatively, you may submit a Request for direct payment by check, using the Claim and Change of Address Form available online at www.HPASettlement.com. If any Settlement Class Member in the Lease Household requests payment by check, but others do not, each Settlement Class Member in the Lease Household will receive a check. But if you have

an outstanding balance of more than three times your monthly base rent, you may only receive your payment in the form of a ledger credit.

A Late-Term Resident is someone with less than 60 days remaining on their lease term, as of the Effective Date of the Settlement. If you are a late-term resident, you may also be eligible to receive a direct payment by check. But if you have an outstanding balance of three times or more your monthly base rent, you may only receive your payment in the form of a ledger credit.

Former Residents will only be able to receive a direct payment by check. You should check your mailing address listed on the email you receive about this settlement to ensure that your contact information is correct. If you owe an outstanding balance of more than one month's base rent, your balance will be reduced by the amount of your payment. If your payment exceeds your unpaid balance, the payment will be reduced by the amount of your outstanding balance and you will receive direct payment for the difference.

If you are a Former Resident and have a balance that has been referred to a third party for collection, Home Partners will instruct the collection agency to reduce the debt owed by the amount of your Payment under the Settlement.

Payments will not be distributed until after the Effective Date of the Settlement, which is after the Court gives Final Approval to the Settlement. Check the settlement website for specific timelines that may apply.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers (here, called Class Counsel), to represent members of the class, including to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers: Anne Regan at Hellmuth & Johnson PLLC; Joseph Bourne at Lockridge Grindal Nauen P.L.L.P.; and Scott Harris at Milberg Coleman Bryson Phillips Grossman PLLC. These are the lawyers who litigated the lawsuits and negotiated this settlement on your behalf.

Class Counsel may be contacted by contacting:

Anne Regan
Hellmuth & Johnson, PLLC
8050 W. 78th Street
Edina, Minnesota 55439
aregan@hjlawfirm.com
(952) 460-9285

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees, costs, and expenses, in an amount approved by the Court, will be paid from the Settlement Fund of \$34 million. You will not have to pay the lawyers directly.

To date, Class Counsel have not been paid any money for their work or the expenses that they have paid for the litigation. To pay for some of their time and risk in bringing this litigation without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$11,300,000 maximum total in attorneys' fees. Class Counsel will also seek reimbursement of out-of-pocket expenses and costs advanced in litigating the cases since March 3, 2022 (currently approximately \$1,175,000). The costs associated with providing class notice and administering the settlement, currently estimated at \$200,000, will also be paid from the Settlement Fund. Class Counsel will also ask the Court to approve a total payment of \$105,000 in Service Awards to the Class Representatives for the time and effort they contributed to the case, in amounts ranging from \$5,000-\$12,500.

All awards are subject to Court approval and will be paid from the Settlement Fund only after the Court approves them.

Class Counsel's motion for the payment of attorneys' fees, costs, and expenses will be available in the **Court Documents** page of the website after October 14, 2025.

Lawyers' fees, costs, and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees, costs and expenses even if you think the other settlement terms are fair.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive any payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the lease and advertising changes described in the settlement.

How do I opt out?

To opt out of the settlement, you must send a letter by mail. Each request to opt out must: (1) state the individual's name, address, email, and phone number; (2) be personally signed by the individual and not the individual's attorney or anyone acting on the individual's behalf; and (3) include the statement "I/we request to be excluded from the *Home Partners* class settlement." Opt-outs must be submitted on an individual basis to be valid, and you cannot opt out on behalf of other Settlement Class Members in your same Lease Household.

Your request to opt out must be postmarked by **October 20, 2025**, and mailed to the Settlement Administrator at:

Home Partners Settlement
Administrator
PO Box 1829
Baton Rouge, LA 70821
1-866-952-4063

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

How do I object?

To object, you must send a letter to the Court or Administrator that:

- (1) is postmarked or filed by October 20, 2025;
- (2) includes the case name and number;
- (3) the full name, address, email, and telephone number of the Settlement Class Member;
- (4) a written statement of all grounds for the objection accompanied by legal support (if any) for the objection;

- (5) any papers, briefs or other documents upon which the objection is based;
- (6) a list of all persons (if any) who will be called to testify in support of the objection;
- (7) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing;
- (8) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that the individual objecting is or was a party to a lease with Home Partners, or a household member or occupant listed in such a lease, and occupied the home at any time during the applicable Settlement Class Period;
- (9) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and
- (10) the signature of the Settlement Class Member and her or his counsel, if any.

Mail the letter by post-marked date October 20, 2025 to:

Home Partners Settlement
Administrator
PO Box 1829
Baton Rouge, LA 70821
1-866-952-4063

You may also file the letter in person by October 20, 2025 at:

U.S. District Court for the
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604
815-987-4354

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you are entitled to a Pro Rata Base Payment, and you will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Defendants about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found at www.HPASettlement.com.

The following claims are excluded from the release: personal injury claims; claims against debt collectors for violations of the Fair Debt Collection Practices Act, Fair Credit Reporting Act, and similar state laws; or claims related to alleged habitability issues that occur after the Class Period or claims related to alleged habitability issues that occur during the Settlement Class Period and which have been asserted or are being litigated by Settlement Class Members in the context of pending formal Tenant Remedies actions, Rent Escrow actions, or Eviction actions, through the Effective Date.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found online at www.HPASettlement.com. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at www.HPASettlement.com

Resource	Contact Information
Case website	www.HPASettlement.com
Settlement Administrator	Home Partners Settlement Administrator PO Box 1829 Baton Rouge, LA 70821 1-866-952-4063
Your Lawyers	Anne T. Regan HELLMUTH & JOHNSON, PLLC 8050 West 78 th Street Edina, MN 55439