

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is made and entered by and between Plaintiffs Barry Sewall, Shamika Gregory, Jerome Gregory, Michael Curran, Christa Curran, Frank Richmond, Michael McDermott, Kelley McDermott, Chance Gallo, Sheila Nasilasila, Erin Wise, Latrice Jones-Byrd, LaQuita Dasher, Donna Sheard, Richard Allen, Gabrielle Todd, Gina Johnson, Lionel Johnson, Ayoka Durham and Marcus Durham, individually and on behalf of the Settlement Class (“**Plaintiffs**”), on the one hand, and Defendants Home Partners Holdings, LLC, OPVHHJV LLC d/b/a Pathlight Property Management, SFR Acquisitions I LLC, HPA US1 LLC, HP Washington I LLC, HPA Borrower 2017-1 LLC, SFR Borrower 2022-2 LLC, SFR Borrower 2021-2 LLC, SFR Borrower 2021-3 LLC, SFR Acquisitions 3 LLC, HPA II Borrower 2020-2 LLC, SFR Borrower 2022-1 LLC, and HP Maryland I LLC (“**Defendants**”), on the other hand (Plaintiffs and Defendants collectively, the “**Parties**,” and individually, a “**Party**”), and is subject to approval in the United States District Court for the Northern District of Illinois (the “**Settlement Court**”).

### **I. DEFINITIONS**

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Administrator**” means the third-party administrator discussed and agreed to by the Parties, as approved by the Settlement Court.

B. “**Agreement**” or “**Settlement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Settlement Agreement and Release, and any amendments thereto.

C. “**Base Payment**” means a Class Member Payment that will be allocated pro rata

based on the total monthly base rent paid by the Lease Household during the applicable Settlement Class Period, provided the Settlement Class Member did not opt out of the Settlement.

D. “**CAFA Notice**” means the notice requirements imposed by 28 U.S.C. § 1715.

E. “**Claim(s)**” or “**Claim Form(s)**” mean the form(s) submitted by a Settlement Class Member, in substantially the same form as “**Exhibit A**.”

F. “**Claims Deadline**” means the date ninety (90) days after Preliminary Approval, or such other date as may be set by the Settlement Court.

G. “**Claims Period**” means the time period beginning at Preliminary Approval and ending at the Claims Deadline, during which a Settlement Class Member may submit a Claim Form.

H. “**Class Action Matters**” means *Sewall, et al. v. Home Partners Holdings LLC, et al.*, 27-CV-22-10389 (Minn. 4th Jud. Dist.), previously filed as *Sewall, et al. v. Home Partners of America, Inc.*, 1:22-cv-01138 (N.D. Ill.) (“**Sewall Matter**”), *Richmond, et al. v. Home Partners Holdings LLC, et al.*, 22-CV-05704 (W.D. Wash.) (“**Richmond Matter**”), *Curran, et al. v. Home Partners Holdings LLC, et al.*, 23-CV-01279 (D. Colo.) (“**Curran Matter**”), *Jones-Byrd, et al. v. Home Partners Holdings LLC, et al.*, 23-CV-05927 (N.D. Ga.) (“**Jones-Byrd Matter**”), *Sheard, et al. v. Home Partners Holdings LLC, et al.*, 23-CV-04012 (S.D. Ill.) (“**Sheard Matter**”), *Durham, et al. v. Home Partners Holdings LLC, et al.*, 23-CV-03490 (D. Md.) (“**Durham Matter**”), and the action filed in the Settlement Court pursuant to Section VII (the “**Settlement Court Action**”).

I. “**Class Counsel**” means Plaintiffs’ counsel in the Class Action Matters, all of whom must be included in any appointment by the Settlement Court pursuant to Federal Rule of Civil Procedure 23(c)(1)(B) and 23(g).

J. **“Class Member Payment(s)”** means all compensation to Settlement Class Members pursuant to this Agreement.

K. **“Class Notice”** means the Email Summary Notice, the Long Form Notice, the Short Form Postcard Notice, and the Settlement Website provided to Settlement Class Members.

L. **“Common Fund”** means the maximum amount Defendants will disburse or pay under any circumstances in connection with this Settlement, and which will be distributed as set forth in Section V.

M. **“Counterclaim Defendant Sewall”** means plaintiff Barry Sewall.

N. **“Current Resident(s)”** means Settlement Class Member(s) with sixty (60) or more days remaining on their lease term as of the Effective Date.

O. **“Distribution Date”** means a date no later than sixty (60) days after the Effective Date.

P. **“Effective Date”** means the last date by which each of the following events occurs: (i) a final written Settlement Agreement is executed by all Parties; (ii) a Final Approval Order is entered by the Settlement Court; and (iii) any appeals are exhausted in favor of the Settlement or the deadline for any further appeal has passed with no appeal being filed.

Q. **“Email Summary Notice”** means the summary form notice sent to Settlement Class Members via email, attached as **Exhibit B**.

R. **“Fairness Hearing”** means the hearing at which the Settlement Court will evaluate whether to grant the Final Approval Order.

S. **“Fees, Costs, and Expenses Award”** means the amount awarded by the Settlement Court to Class Counsel for payment of attorneys’ fees, and litigation and settlement costs and expenses, including the amount to pay the Administrator for all notice and administration costs.



- T. **“Final Approval”** means the Settlement Court’s final approval of the Settlement.
- U. **“Final Approval Order”** means both the order and judgment, whether entered separately or together, that the Settlement Court enters upon finally approving the Settlement in connection with the Fairness Hearing.
- V. **“Former Resident(s)”** means resident(s) whose lease has ended as of the Effective Date.
- W. **“Home Partners”** means Home Partners Holdings LLC and any entity directly or indirectly owned in whole or in part by it.
- X. **“Late-Term Resident(s)”** means resident(s) who have less than sixty (60) days remaining on their lease as of the Effective Date.
- Y. **“Lease Household”** means the residents who signed a lease with Home Partners, together with the household members or occupants listed in that lease.
- Z. **“Long Form Notice”** means notice of the proposed Settlement, in substantially the same form as **“Exhibit C,”** to be included on the Settlement Website and sent to Settlement Class Members via a link in the Summary Email Notice.
- AA. **“Named Defendants”** means Home Partners Holdings, LLC and OPVHHJV LLC d/b/a Pathlight Property Management.
- BB. **“Net Settlement Fund”** means the amount remaining in the Common Fund following payment of any Service Awards and any Fees, Costs, and Expenses Award.
- CC. **“Notice Date”** means the date twenty-four (24) business days after the Preliminary Approval Order is entered by the Settlement Court.
- DD. **“Objection/Opt-Out Deadline”** means the date forty-five (45) days after the Notice Date, or such other date as ordered by the Settlement Court, which is the deadline to object



to or seek exclusion from the Settlement.

EE. **“Preliminary Approval”** means the Settlement Court’s preliminary approval of the Settlement.

FF. **“Preliminary Approval Order”** means the order of the Settlement Court granting preliminary approval of the Settlement.

GG. **“QSF”** means Qualified Settlement Fund as defined in Section 468B of the Internal Revenue Code.

HH. **“Released Claims”** means all claims to be released pursuant to the Agreement.

II. **“Repair and Maintenance Cost Reimbursement Payment”** means a Class Member Payment not to exceed two thousand five hundred dollars (\$2,500.00) paid to each Settlement Class Member who does not opt out and who establishes, as required by Section V, that they paid and were not reimbursed for repair and maintenance expenses that they contend were the responsibility of Defendants under the Settlement Class Member’s lease. This \$2,500 cap shall also apply per Lease Household, such that if multiple Settlement Class Members in the same Lease Household submit claims, they cannot collectively exceed \$2,500.

JJ. **“Service Awards”** mean reasonable payments, subject to the Settlement Court’s approval, that may be made to the Plaintiffs as set forth in Section III.D.3.

KK. **“Settlement Class”** means: All persons in every state and the District of Columbia in which Home Partners has leased homes during the applicable Settlement Class Period, who are or were parties to leases with Home Partners, or who are or were household members or occupants listed in such leases, and who occupied the home at any time during the applicable Settlement Class Period. The **“Settlement Class Periods”** are:

- For Settlement Class Members in Minnesota homes: March 1, 2016 through the

date the Preliminary Approval Order is entered by the Settlement Court.

- For Settlement Class Members in Washington homes: September 21, 2016 through the date the Preliminary Approval Order is entered by the Settlement Court.
- For Settlement Class Members in Colorado homes: May 1, 2017 through the date the Preliminary Approval Order is entered by the Settlement Court.
- For all other Settlement Class Members: December 22, 2019 through the date the Preliminary Approval Order is entered by the Settlement Court.

Excluded from the Settlement Class are all persons who submit a timely and valid request to opt out of the Settlement as set forth in Section VI.B; all persons who entered into a new lease (as opposed to a renewal) with Home Partners on or after January 10, 2025; all persons who are not of the age of majority at the time of Preliminary Approval; governmental entities; Defendants and any of their parents, affiliates, or subsidiaries; the presiding judge in the Settlement Court or any of the Class Action Matters, and all of their immediate families and judicial staff.

LL. “**Settlement Class Member(s)**” means any member of the Settlement Class.

MM. “**Settlement Website**” means the website to be established and maintained by the Administrator that will include the Long Form Notice, Claim Form, and Settlement-related filings in the Settlement Court.

NN. “**Short Form Postcard Notice**” means notice of the proposed Settlement sent in the form of a postcard to Settlement Class Members by first class mail, if necessary, in substantially the same form as “**Exhibit D.**”

## **II. LITIGATION BACKGROUND**

A. The Parties enter into this Settlement to avoid further inconvenience and expense

associated with the various claims asserted by Plaintiffs, which Defendants expressly deny, and the counterclaim asserted by Defendants, which Counterclaim Defendant Sewall denies. Specifically, Plaintiffs alleged that, during the Settlement Class Periods, Defendants leased residential homes to Settlement Class Members through leases containing misleading, unenforceable or otherwise unlawful provisions, including related to repair and maintenance obligations. Plaintiff Barry Sewall filed the *Sewall* Matter on March 3, 2022 in the United States District Court for the Northern District of Illinois, which he subsequently voluntarily dismissed without prejudice and re-filed on July 12, 2022, in Minnesota state court, Hennepin County. Plaintiffs Shamika Gregory and Jerome Gregory were added as plaintiffs in the *Sewall* Matter on August 10, 2022. Plaintiffs Frank Richmond and Michael and Kelley McDermott filed the *Richmond* Matter on September 21, 2022, in the United States District Court for the Western District of Washington. Plaintiffs Chance Gallo, Sheila Nasilasila, and Erin Wise were added as plaintiffs in the *Richmond* Matter on November 20, 2024. Plaintiffs Michael and Christa Curran and Kelly Colbert filed the *Curran* Matter on May 22, 2023, in the United States District Court for the District of Colorado. Plaintiff Latrice Jones-Byrd filed the *Jones-Byrd* Matter on December 22, 2023, in the United States District Court for the Northern District of Georgia. Plaintiff LaQuita Dasher was added as a plaintiff in the *Jones-Byrd* Matter on March 26, 2024. Plaintiffs Donna Sheard, Richard Allen, and Gabrielle Todd filed the *Sheard* Matter on December 22, 2023, in the United States District Court for the Southern District of Illinois. Plaintiffs Gina and Lionel Johnson were added as plaintiffs in the *Sheard* Matter on March 1, 2024. Finally, Plaintiffs Ayoka and Marcus Durham filed the *Durham* Matter in the United States District Court for the District of Maryland on December 22, 2023. These Class Action Matters generally allege violations of state consumer protection and landlord-tenant statutes as well as certain other common law claims, seek



compensatory damages or restitution and disgorgement, and request declaratory and injunctive relief.

B. The Class Action Matters were heavily litigated, with strongly contested issues, both factual and legal, resulting in several rulings on motions to dismiss, motions for summary judgment, class certification, and admissibility of expert witnesses, with more motion practice on the horizon in multiple cases.

C. Defendants expressly deny any wrongdoing or unlawful conduct or any liability in the Class Action Matters or any other action. They specifically deny that the leases contain misleading, unenforceable, or unlawful provisions and they maintain that the leases allocate repair and maintenance obligations in compliance with applicable laws. Defendants further deny that Plaintiffs or any Settlement Class Member have been damaged in any amount or at all in connection with the claims alleged in the Class Action Matters, and further contend that, for any purpose other than Settlement, the Class Action Matters are not appropriate for class treatment. Defendants maintained during the entire pendency of the Class Action Matters, and continue to maintain, that Plaintiffs have no actionable claims against Defendants and have suffered no injury or damages as a result of Defendants' conduct. Similarly, Counterclaim Defendant Sewall expressly denies any wrongdoing or unlawful conduct or any liability in the *Sewall* Matter or any other action.

D. On December 5, 2024, the Parties participated in an in-person mediation in Chicago, with the Honorable Sidney I. Schenkier (Ret.) of JAMS. The Class Action Matters were in various procedural postures when mediation occurred. The Parties reached an agreement in principle at mediation. The Parties then negotiated a written term sheet, which was finalized and signed by counsel in March 2025 after months of arm's-length negotiations, which Judge Schenkier

mediated.

E. Plaintiffs and Class Counsel have concluded that a Settlement with Defendants on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances, which they have had sufficient time to reasonably investigate. This conclusion is based on the procedural posture of each Class Action Matter, the current state of the law in each jurisdiction where a Class Action Matter was or has been pending, the expense, burden and time necessary to prosecute the Class Action Matters through trial and appeals, the risks and uncertainty of protracted and expensive future proceedings in the Class Action Matters, including appeals, the sharply contested legal and factual issues related to pleading deficiencies, class certification, liability, and damages, and the relative benefits to Settlement Class Members under the Agreement.

F. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Class Action Matters and which exist or may exist between the Parties, as well as between the Settlement Class and the Released Parties. Therefore, it is the intention of Plaintiffs, on behalf of the Settlement Class, that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendants, as detailed in Section III.

### **III. TERMS OF SETTLEMENT**

In consideration of the mutual covenants and promises set forth herein, and subject to Settlement Court approval, the Parties agree as follows:

A. Consolidation of the Class Action Matters for Settlement Purposes. To promote efficiency and conserve judicial and party resources, the Parties shall move to stay and

administratively close the *Sewall* and *Richmond* Matters under Rule 23.04(e) of the Minnesota Rules of Civil Procedure and 23(d)(1)(A) of the Federal Rules of Civil Procedure, respectively; stipulate to the dismissal of the appeal pending in the Colorado Supreme Court in the *Curran* Matter; and provide a status update in the *Curran*, *Jones-Byrd*, and *Sheard* Matters that remain pending, requesting dismissal without prejudice or continued administrative closure, at the discretion of the respective district court. The Named Plaintiffs in each of the Class Action Matters, with the exception of Kelly Colbert,<sup>1</sup> shall be named as plaintiffs in a forthcoming, consolidated complaint to be filed against the Named Defendants in the Settlement Court (“**Consolidated Complaint**”). The Parties will submit a stipulation to the Settlement Court staying any deadline for the Named Defendants to respond to the Consolidated Complaint pending the Settlement Court’s consideration of the Settlement for Preliminary Approval and Final Approval. The Named Defendants will not contest personal jurisdiction or venue in the Settlement Court, for settlement purposes only. The claims dismissed in the Class Action Matters and pled in the Consolidated Complaint in accordance with this provision shall be treated as though they were filed as of the date of the original complaint in each Class Action Matter for settlement purposes. Plaintiffs and Class Counsel agree that the dismissal of each Class Action Matter will be deemed to become a dismissal with prejudice as of the Effective Date of this Settlement.

B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendants, and solely pursuant to the terms of this Agreement, the Parties consent and agree to conditional certification of the Settlement Class, pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3). This certification is conditional

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<sup>1</sup> Kelly Colbert is a named plaintiff in the *Curran* Matter. Class Counsel represents Mr. Colbert is no longer participating as a named plaintiff and will not serve as a proposed representative, in either the *Curran* Matter or the Settlement Court.



on the Settlement Court's Preliminary Approval and Final Approval of this Agreement. In the event the Settlement Court does not enter Preliminary Approval and Final Approval of all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, or if the Settlement for any reason does not reach the Effective Date, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purpose whatsoever in the Class Action Matters or in any other case or controversy. In such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendants have not and shall not be deemed to have waived any opposition or defenses they have to any aspect of the claims asserted in the Class Action Matters or to whether those claims can proceed on a class or representative basis. In addition, in such an event, Plaintiffs may, if they dismiss their claims in the Settlement Court, re-file the prior Class Action Matters in their originally-filed jurisdictions within thirty (30) days, with the exception of the *Durham* Matter which was previously dismissed with prejudice, and, if they do so, the Parties agree that the re-filed actions shall be treated as though they were filed as of the initial filing date of the respective Class Action Matters for all purposes, including for purposes of any statute of limitation defense as to Plaintiffs' claims.

C. Release.

1. The following release ("**Release**") applies to the Settlement:

Settlement Class Members, on behalf of themselves and all present, future, and former agents, attorneys, trustees, heirs, family members, spouses, insurers, successors and assigns, and any other person or entity who could now or hereafter assert a claim in any or all of their names (collectively,

**“Releasers”**), fully and forever release and discharge the Released Parties from all claims, rights, causes of action, damages, and liabilities that were or could have been asserted in the Class Action Matters or that are based on the same factual predicate of the Class Action Matters. This includes claims that in any way relate to the Settlement Class Members’ leases, tenancies, occupancies, rent, fees, or other charges assessed by Home Partners or paid by the Settlement Class Members pursuant to the leases, and any claims related to the repair and maintenance of the leased properties.

Defendants and Released Parties release any counterclaims they asserted or could have asserted against Plaintiff Sewall in the *Sewall* Matter.

Any amount owed pursuant to a claim or defense that Defendants may claim or have claimed against Settlement Class Members related to the payment of rent, fees, or other charges will be reduced by the offsets as addressed below in section V.E.

2. 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; claims related to alleged habitability issues that occur after the Settlement Class Period; and 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.

3. Released Parties include: The Named Defendants, and all of their direct and indirect (including through one or more intermediaries) former, present, and future affiliates, parents, subsidiaries, predecessors, successors, and assignees, as well as any direct or indirect (including through one or more intermediaries) investors or investment funds with any owned interest, shareholders, members, debt or equity holders, owners, sponsors, lenders, officers, employees, directors, trustees, vendors, subcontractors, joint ventures, general and limited partners, principals, insurers, administrators, agents, attorneys, advisors, representatives, or heirs

of such entities (collectively, the “**Released Parties**”).

4. Settlement Class Members agree and covenant not to sue the Released Parties on any claims covered by the Release on behalf of themselves or other residents, occupants or guests at the leased properties. Any Released Party that is not also a Party is an express third-party beneficiary of the Release and this covenant not to sue.

5. Plaintiffs expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs, on behalf of all Settlement Class Members.

D. Monetary Relief.

1. Common Fund. The parties agree to a Common Fund of thirty-four million dollars (\$34,000,000.00), which is the maximum amount Defendants will disburse or pay under any circumstances in connection with this Settlement, and which covers Class Member Payments, any Fees, Costs, and Expenses Award (which includes notice and settlement administration costs), and any Service Awards. The amount available for Class Member Payments will be the “**Net**



**Settlement Fund.”** All Class Member Payments, whether in the form of a direct payment, ledger credit, or reduction in outstanding balance, shall be applied against (and serve to exhaust) the Net Settlement Fund. A QSF will be established in an amount to cover only direct payments made by check for Class Member Payments, Service Awards, and any Fees, Costs, and Expenses Award, which payments the Administrator will be responsible for distributing. Defendants will fund the QSF within ten (10) business days after the Effective Date or earlier. Fees, Costs, and Expenses Award and Service Awards will be paid no later than fourteen (14) business days after the Effective Date. All Class Member Payments will be paid on or before the Distribution Date.

2. Fees, Costs, and Expenses Award. Class Counsel intends to apply to the Settlement Court for approval of a Fees, Costs, and Expenses Award. Class Counsel will seek their litigation costs and expenses, and their reasonable attorneys’ fees. This potential Fees, Costs, and Expenses Award will be disclosed in the Preliminary Approval motion and the Long Form Notice. Any Fees, Costs, and Expenses Award will be paid from the Common Fund. If the Settlement Court reduces the Fees, Costs, and Expenses Award, or any component thereof, such reduction will not be a basis to nullify or terminate the Settlement. In no event will the Defendants be obligated to pay more than the Fees, Costs, and Expenses Award approved by the Settlement Court.

3. Service Awards. Class Counsel intends to apply to the Settlement Court for approval of Service Awards, not to exceed one hundred five thousand dollars (\$105,000.00) collectively for all Plaintiffs. The total of these potential Service Awards will be disclosed in the Preliminary Approval motion and Long Form Notice. Any Service Award will be paid from the Common Fund. The Settlement Court’s determination of whether to award, and the amount of, any Service Award, will not be a basis to nullify or terminate the Settlement. In no event will the

Defendants be obligated to pay more than the Service Awards approved by the Settlement Court. Class Counsel will be responsible for distributing the Service Awards among Plaintiffs and under no circumstances will Defendants have any responsibility for doing so.

E. Distribution and Uncashed Funds. Under the Settlement, all funds allocated for Class Member Payments will be distributed to Settlement Class Members, except as explained in the *de minimis* distribution situation described below in this paragraph. To that end, Class Member Payments will be adjusted on a pro rata basis depending on claims made and funds remaining in the Common Fund after the Claims Period. If there are uncashed or unclaimed funds, a second round of pro rata distribution will be made, provided the costs of a second distribution will not result in a *de minimis* distribution to Settlement Class Members (less than five dollars (\$5) per Lease Household after costs of Administration are deducted). If the costs will result in a *de minimis* distribution to Settlement Class Members, the remaining uncashed funds will be distributed to National Legal Aid & Defender Association as a *cy pres* recipient.

F. Non-Monetary Relief. No later than sixty (60) days following the Effective Date, Home Partners agrees to clearly and conspicuously disclose, on the initial pages of any new residential lease (or similar summary form), all mandatory and optional fees a tenant may incur (the “Key Provisions Summary”). The Key Provisions Summary shall denote whether a fee is mandatory or optional. “Additional Rent” on the Key Provisions Summary shall be defined to include all “Fees” listed, whether mandatory or optional. To the extent applicable, the Utility Billing Services Fee (“UBSF”) shall be included as “Additional Rent” on the Key Provisions Summary and the Resident Liability Waiver Program Fee (or Master Resident Liability Program Fee) shall also be defined as “Additional Rent” on the Key Provisions Summary, unless it is set forth in a separate addendum. In any of Home Partners’ direct advertising of the rental prices of

its properties, Home Partners agrees to state the total fixed or mandatory monthly rental cost, including “Monthly Base Rent” and “Additional Rent,” a resident may incur in leasing a Home Partners’ property. Defendants agree Plaintiffs may represent, solely for the purpose of seeking approval of the Settlement, that during the pendency of the Class Action Matters, Defendants changed their policies and practices with respect to charging the HVAC Filter Fee and UBSF.

**IV. SETTLEMENT ADMINISTRATION AND NOTICE**

A. The Administrator shall carry out all notice and administration activities, as detailed herein.

1. Defendants will provide the Administrator a list of Settlement Class Members, including name, last known email, and last known mailing address, if available, for the purpose of administering the Settlement, no later than fifteen (15) business days after the Preliminary Approval Order is entered by the Court.

2. The Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Date.

B. Administration Costs. The Administrator’s costs will be paid solely from the Common Fund approved by the Settlement Court and Defendants will have no obligation to pay any Administrator costs other than via Defendants’ contribution to the Common Fund. The Administrator shall be responsible for providing itemized invoices reflecting the Administrator’s costs to the Parties. The Administrator will provide, within ten (10) business days prior to the Distribution Date, a final accounting of all notice and administration costs in connection with the Settlement.

C. Long Form Notice. The Administrator will post the Long Form Notice on the Settlement Website in substantially the same form as **Exhibit B**, and provide a link in the Summary



Form Email Notice.

D. Summary Form Email Notice. On or before the Notice Date, the Administrator will send a Summary Form Email Notice in substantially the same form as **Exhibit C** to the email addresses for Settlement Class Members identified by Defendants.

E. Short Form Postcard Notice. For Settlement Class Members who do not have valid email addresses, the Administrator will send the Short Form Postcard Notice in substantially the same form as **Exhibit D** via first class U.S. mail, postage pre-paid.

F. Website Notice. The Administrator will establish and maintain the Settlement Website, with a name and URL address to be agreed on by the Parties. The Settlement Website will be dedicated to the Settlement. The Settlement Website will include the Long Form Notice; the Claim Form; a copy of this Agreement; the Consolidated Complaint; the Preliminary Approval Order; the Motion for Preliminary Approval; the Motion for Final Approval; Class Counsel's Motion for Approval of Service Awards and for Fees, Costs, and Expenses Award; any filings Defendants make in connection with the Settlement, Preliminary or Final Approval, or Class Counsel's Motion for Approval of Service Awards and for Fees, Costs, and Expenses Award; and any other materials the Parties agree to include. The Settlement Website shall also provide for the online submission of Claim Forms and any supporting materials supplied by the Settlement Class Member. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the deadline to opt out of or object to the Settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should check the Settlement Website to confirm the date of the Fairness Hearing. The Settlement Agreement, Claim Form, Long Form Notice, and Preliminary Approval Order shall be available on the Settlement Website no later than

the Notice Date. All documents shall remain until thirty (30) days after the Distribution Date. The Settlement Website shall not include any advertising and shall not bear or include any of the Released Parties' logos or trademarks. All written statements on the Settlement Website shall be agreed to by the Parties.

G. Toll-Free Number. The Administrator shall establish and host an automated case-specific toll-free number to allow Settlement Class Members to learn more and to request further information about the Settlement.

## V. CLAIMS PROCESS

A. Allocation. The Net Settlement Fund will be allocated as follows for two types of Class Member Payments: seven million five hundred thousand dollars (\$7,500,000.00) for Repair and Maintenance Cost Reimbursement Payments, with the remainder for Base Payments.

1. Base Payments. Every Settlement Class Member who does not opt out will receive a Base Payment per Lease Household,<sup>2</sup> which Base Payments will be allocated pro rata based on the total monthly base rent paid by that Lease Household during the applicable Settlement Class Period, as a percentage of the total monthly base rent paid by all Settlement Class Members.

2. Repair and Maintenance Cost Reimbursement Payments. Every Settlement Class Member who does not opt out and who establishes that they paid and were not reimbursed for repair and maintenance expenses that they contend were the responsibility of Defendants under the Settlement Class Member's lease may make a claim for a Repair and Maintenance Cost Reimbursement Payment in an amount that may vary based on their claim support, not to exceed two thousand five hundred dollars per Settlement Class Member and per

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<sup>2</sup> If certain residents, members or occupants of a Lease Household opt out, while others do not, then the Base Payment for that Lease Household will be reduced on a pro rata basis based on the percentage of opt outs from the Lease Household.

Lease Household (\$2,500.00). Specifically, Settlement Class Members who seek to make claims for a Repair and Maintenance Cost Reimbursement Payment, individually or on behalf of their Lease Household, are required to submit to the Administrator: (i) a sworn statement under penalty of perjury regarding the nature and date(s) of repair(s); (ii) documentation of actual out-of-pocket expenditures, including receipts/invoices and proof of payment, paid by the Settlement Class Member during their tenancy or occupancy (through the date of Preliminary Approval); and (iii) a sworn statement under penalty of perjury that the reimbursement payment sought is net of any amounts that were reimbursed by Defendants. Additionally, Settlement Class Members who have personally performed repairs or maintenance that they contend are the responsibility of Defendants are entitled to submit a request for reimbursement as part of their claim, not to exceed ten (10) hours at \$25 per hour, per Lease Household. Such requests for reimbursement of personal time require sworn statements under penalty of perjury detailing the work performed. Settlement Class Members who purchased the home from Defendants are not entitled to submit claims for repairs or maintenance made within ninety (90) days prior to the closing date of the home purchase. Claims for Repair and Maintenance Cost Reimbursement Payments will be administered by the Administrator.

No Settlement Class Member may receive more than their actual, documented expenses or \$2,500 per Lease Household, whichever is less, from the Repair and Maintenance Cost Reimbursement portion of the Net Settlement Fund available for Class Member Payments (i.e., the \$7,500,000.00), less any applicable offsets. Any amount remaining in the Repair and Maintenance Cost Reimbursement portion of the Net Settlement Fund following calculation of Repair and Maintenance Cost Reimbursement Payment claims will be redistributed and re-allocated to the Base Payment portion of the Net Settlement Fund. To the extent valid Settlement



Class Member Repair and Maintenance Cost Reimbursement Payment claims exceed the amount available in the Repair and Maintenance Cost Reimbursement portion of the Net Settlement fund, payments will be reduced pro rata.

B. Defendants to Provide Records. Defendants agree to cooperate with Class Counsel and the Administrator to (i) provide a list of Settlement Class Members, including name, last known email, and last known mailing address, if available;; (ii) provide in good faith from their records Lease Household and Settlement Class Member data to allow the Administrator to calculate the Base Payments and Repair and Maintenance Cost Reimbursement Payments (but only to the extent Defendants intend to seek an offset for prior payments), and (iii) provide a list of Settlement Class Members who purchased the home from Defendants, and the closing date thereof. Defendant shall use reasonable efforts to provide this information within thirty (30) business days after the Preliminary Approval Order, but no later than forty-five (45) business days after Preliminary Approval.

C. Claim Form. The Settlement Notice, whether Long Form Notice or Short Form Postcard Notice, will provide instructions to Settlement Class Members on how to submit a Claim Form, as well as links/URL addresses to the Claim Form and other Settlement documents. The Claim Form will be available on the Settlement Website. A Settlement Class Member may use the Claim Form to (i) indicate where direct payment, if any, should be sent, and/or (ii) submit a claim for a Repair and Maintenance Cost Reimbursement Payment. Settlement Class Members do not need to submit Claim Forms to obtain Base Payments.

D. Timing. Claims for Repair and Maintenance Cost Reimbursement Payments, or claims for direct payment (instead of a ledger credit) by current Settlement Class Member residents, must be submitted by those Settlement Class Members within the Claims Period. These

Claims will be determined and paid along with Base Payments by the Administrator by the Distribution Date.

E. Distribution.

1. Class Member Payments will be issued on or before the Distribution Date. There will be only one Class Member Payment per Lease Household. To the extent multiple Settlement Class Members in a single Lease Household seek a Class Member Payment, the Class Member Payment will be allocated or split equally between members of a Lease Household (whether the Settlement Class Members are Current, Late-Term or Former Residents, as defined below). In such cases, the Administrator will disburse payment via the methods described below to each Lease Household member. Defendants have no responsibility for allocating or splitting any Class Member Payment between or among Lease Household Members. The Administrator will inform the Parties ten (10) business days prior to the Distribution Date the total payment allocated to each Lease Household.

2. Current Residents. Subject to the conditions described in the two paragraphs immediately below, Current Residents are entitled to either a direct payment by check, or a ledger credit. If a Current Resident does not opt for a direct payment on the Claim Form, Defendants will provide that Current Resident's Class Member Payment in the form of a ledger credit directly to the Lease Household, dated as of the Effective Date, except that if any Lease Household Settlement Class Member opts for payment by check, all Current Residents in that household will receive payment by check. The Administrator will inform the Parties which Settlement Class Members have opted for direct payment within one hundred twenty (120) days after Preliminary Approval.

If, as of the Effective Date, a Current Resident's Lease Household has a past

due balance of more than three times (3x) their current monthly base rent, the Lease Household will not be eligible for a direct payment by check and will only be entitled to receive their Class Member Payment in the form of a ledger credit. Defendants will provide the Administrator and Class Counsel with a sworn statement of all Current Residents/Lease Households who, as of the Effective Date, have outstanding balances of more than three times (3x) their monthly rent, no later than ten (10) business days after the Effective Date.

Notwithstanding the foregoing, Defendants have the right, but not the obligation, to request that the Administrator pay any Class Member Payment directly by check rather than apply a ledger credit.

3. Former and Late-Term Residents. The Administrator will send direct payment by check to Settlement Class Members who are Former Residents or Late-Term Residents in accordance with the Settlement Class Member's Claim Form instructions or to the last known address of the Settlement Class Member. If, as of the Effective Date, a Former Resident's Lease Household has an outstanding balance of one time (1x) or more than their last applicable monthly base rent prior to vacating their home, and which amount has not been previously waived or forgiven by Defendants in a "Cash for Keys" lease termination or similar agreement, or a settlement agreement in which Defendants released a claim for payment, Defendants will reduce that outstanding balance by the amount of the Lease Household's total Class Member Payment. If a Late-Term Resident's Lease Household has an outstanding balance of three times (3x) or more than their current monthly base rent as of the Effective Date, Defendants will reduce that outstanding balance by the amount of the Lease Household's total Class Member Payment. If the Lease Household's total Class Member Payment exceeds the outstanding balance as of the Effective Date, the Administrator will reduce the Lease Household's Class Member Payment by



the outstanding balance and send payment for the difference in accordance with the instructions on the Settlement Class Member's Claim Form or to the Settlement Class Member's last known address. Defendants will provide the Administrator and Class Counsel with a sworn statement, based on Defendants' reasonable inquiry, of (i) all Former Resident Lease Households (and Settlement Class Members) who, as of the Effective Date, have outstanding balances of more than one time (1x) their last applicable monthly base rent, and (ii) all the Late-Term Resident Lease Households (and Settlement Class Members) who, as of the Effective Date, have outstanding balances of more than three times (3x) their monthly base rent, no later than ten (10) business days after the Effective Date.

If a reduction in outstanding balance is warranted where a third-party collection effort or action has been taken to recover the amounts owed by Former Residents, which effort or action may concern charges, amounts, or issues that are disputed, Defendants will instruct the applicable collection agency or other agent to reduce the alleged debt by the amount of the Class Member Payment (or applicable portion thereof).

F. Fraud Prevention. The Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only legitimate claims. The Administrator will confer with Defendants' counsel and Class Counsel regarding suspected fraudulent claims, and counsel will use reasonable efforts to reach agreement as to eligibility of any such suspected fraudulent claims, with the Administrator having the final word on eligibility if counsel is unable to agree.

## **VI. PROCEDURES FOR OBJECTING TO OR OPTING OUT OF SETTLEMENT**

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Opt-Out Deadline. All written objections and supporting papers must (i) contain and

clearly identify the Settlement Court case name and number and contain the information below; and (ii) be mailed to the Administrator, or mailed or filed in person at any location of the United States District Court for the Northern District of Illinois, or as approved by the Settlement Court. The Administrator will provide any written objections received within five (5) business days to counsel listed in XIII. Class Counsel will file them with the Settlement Court. Written objections must also contain: (i) the full name, address, email, and telephone number of the Settlement Class Member; (ii) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (iii) any papers, briefs or other documents upon which the objection is based; (iv) a list of all persons who will be called to testify in support of the objection (if any); (v) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (vi) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that they are or were 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; (vii) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (viii) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Settlement Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Court or Administrator within two (2)



business days of the Objection/Opt-Out Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least fourteen (14) calendar days (or such other number of days as the Settlement Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Settlement Court by Settlement Class Members in accordance with this Agreement. Class Counsel shall provide Defendants reasonable time to review such responses to objections before they are due to be filed. Defendants have the right but not the obligation to file any responses to objections and shall do so by the same deadline set for Class Counsel.

B. Opt-Outs. Individuals who would otherwise be Settlement Class Members but who wish to opt out of this Settlement must submit a written statement to the Administrator by the Objection/Opt-Out Deadline. To be valid, each request to opt out must: (i) state the individual's name, address, email, and phone number; (ii) be personally signed by the individual and not the individual's attorney or anyone acting on the individual's behalf; and (iii) include the statement "I/we request to be excluded from the *Home Partners* class settlement." Requests to opt out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an individual's opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Administrator within two (2) business days of the Objection/Opt-Out Deadline. Any individual who validly opts out of the Settlement Class using this procedure will not be entitled to any Class Member Payment, will not be bound by the Settlement, and will not have



any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely opt-out request on or before the Objection/Opt-Out Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Settlement Court.

1. Individual Opt-Outs Required. Opt-outs must be submitted on an individual basis to be valid. Aggregate or group opt-outs will not be allowed. For the avoidance of doubt, a Settlement Class Member cannot opt out on behalf of other Settlement Class Members in the same Lease Household. See footnote 2 for treatment of Base Payments in the event only certain members of a Lease Household opt out.

2. Termination Right. Home Partners will have the right, but not the obligation, to terminate the Settlement if the number of opt outs from any single state or nationwide exceed certain thresholds agreed to by the Parties. For purposes of this paragraph, all members of a Lease Household listed on the lease must opt out for those opt outs to be counted toward the agreed thresholds. The opt-out thresholds are confidential and will be submitted confidentially or filed under seal with the Settlement Court. Persons who opt out because they are in ongoing litigation with Defendants at any time from when Class Notice is disseminated through the Effective Date will not count toward the thresholds stated in this paragraph.

C. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or to opt out from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment. The Parties will cooperate to oppose and defeat any objections to the Settlement. In particular, if an objector states an objection to the

Settlement based on the offset provisions discussed in Section V, Defendants agree to provide information to the objector, or their counsel if separately represented, and to the Court to the extent needed to assist the Court in evaluating the fairness of the offset provision.

D. No Objections or Exclusions by Plaintiffs. Plaintiffs waive their right to opt-out of or object to this Settlement.

## **VII. APPROVAL PROCESS**

A. Settlement Court. The Parties agree that a Consolidated Complaint alleging the Settlement Classes and their claims will be prepared by Plaintiffs and filed in the Settlement Court against the Named Defendants, and Plaintiffs will prepare and file a motion for Preliminary Approval in the Settlement Court, both of which (Consolidated Complaint and Preliminary Approval motion) shall be provided to Defendants fourteen (14) business days before filing for review and comment. The fourteen (14)-day review period begins on the date these documents are first provided to Defendants' counsel, but cannot be provided to Defendants for review before this Agreement is fully executed by all Parties. If Defendants do not provide comments within the 14-day period, Plaintiffs will file the Consolidated Complaint and their Preliminary Approval motion. The Consolidated Complaint will be filed in the Settlement Court and, on the same date as the filing of the Consolidated Complaint and as close in timing as reasonably possible, Class Counsel will file the Preliminary Approval motion, together with the Parties' joint request that the Settlement Court stay the Named Defendants' responsive pleading deadline pending the Settlement Court's consideration of the Settlement for Preliminary Approval and Final Approval. The Parties will jointly seek dismissals or administrative closures of all other Class Action Matters in the interim, without prejudice to such cases being reinstated if the Settlement Court does not enter the Final Approval Order.



B. Preliminary Approval. Following full execution of this Agreement, Plaintiffs will move the Settlement Court for entry of a Preliminary Approval Order that: (i) preliminarily approves the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (ii) conditionally certifies the Settlement Class for Settlement purposes only and appoints Class Counsel as counsel for the Settlement Class for Settlement purposes only; (iii) approves the forms of Class Notice and finds that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (iv) directs that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Date; (v) establishes a procedure for persons in the Settlement Class to object to the Settlement or opt out of the Settlement Class by the Objection/Opt-Out Deadline, after which no one shall be allowed to object to the Settlement or opt out of the Settlement Class or seek to intervene; (vi) approves the Claim Form and the process for submitting Claims as described in Section V, and sets the Claims Deadline; (vii) pending final determination of whether the Settlement should be approved, bars and enjoins all persons in the Settlement Class from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (viii) pending final determination of whether the Settlement should be approved, stays all proceedings in the Settlement Court Action except those related to effectuation of the Settlement; (ix) schedules the Fairness Hearing; and (x) provides that, in the event the proposed Settlement set forth in this Agreement is not approved by the Settlement Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become



null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Class Action Matters or in any other case or controversy, and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Settlement Court does not enter a Preliminary Approval Order as described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

C. Final Approval. Not later than ninety (90) calendar days after Preliminary Approval, or on a date ordered by the Settlement Court, Plaintiffs shall file a Motion for Final Approval of the Settlement and Motion for Approval of Service Awards and for a Fees, Costs, and Expenses Award. In connection with the Motion for Final Approval of the Settlement, Plaintiffs shall request that the Settlement Court enter a Final Approval Order that: (i) finally approves the Settlement as fair, reasonable and adequate to the Settlement Class Members; (ii) finds that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (iii) approves the plan of distribution of the Class Member Payments; (iv) finally certifies the Settlement Class; (v) confirms that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Released Parties; and (vi) dismisses the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Settlement Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

**VIII. SETTLEMENTS WITH INDIVIDUAL SETTLEMENT CLASS MEMBERS  
DURING SETTLEMENT CLASS PERIODS**

In the ordinary course of business, Defendants have from time to time entered into individual settlement agreements or releases with individual Settlement Class Members, which may have compensated individual Settlement Class Members or their Lease Households for claims arising out of or related to the factual or legal issues asserted in the Class Action Matters and resolved by this Settlement, or which required Settlement Class Members to release claims. Defendants agree that, for purposes of this Settlement, Settlement Class Members who entered into and signed, or who decide to enter into and sign, individual settlement agreements or other releases with one or more Defendants during the Settlement Class Periods are not precluded from recovering or seeking Class Member Payments and having their claims administered in accordance with the terms of the Settlement, except that such Settlement Class Member(s) who timely file a valid Claim Form for a Repair and Maintenance Cost Reimbursement Payment, will have their payment reduced by any amount previously paid or credited by Defendants through an individual settlement agreement, to the extent such individual settlement agreement compensated the Settlement Class Member(s) for unreimbursed repairs or maintenance. The Settlement Class Member may only seek recovery of amounts not previously paid and must provide a sworn statement under penalty of perjury confirming that they are not seeking recovery of such previously-paid amounts. To the extent Defendants provide the Administrator with documentation regarding such prior reimbursements, the Administrator will reduce the Settlement Class Member's Repair and Maintenance Cost Reimbursement Payment by the amount previously paid or credited. Any remaining balance will be credited or paid to the Settlement Class Member in accordance with section V. To the extent Defendants seek to reduce any Repair and Maintenance Cost Reimbursement Payment based on an individual settlement agreement, Defendants shall use reasonable efforts to provide a copy of the applicable individual settlement agreement to the



Administrator and Class Counsel no later than forty-five (45) days following Preliminary Approval. Such Settlement Class Members will be subject to the releases and covenants not to sue in both their original settlement agreements as well as this Settlement.

In addition, Class Counsel agree that Defendants and their counsel can continue contacting and negotiating individual settlement agreements or other releases with Settlement Class Members in Minnesota and Washington as well as with Defendants' residents or occupants in other states without involving or otherwise communicating with Class Counsel.

The Parties agree to communicate with each other and work in good faith to resolve issues or conflicts that arise, if any, regarding such individual settlements.

**IX. NO ADMISSION**

Nothing contained herein shall be construed as an admission by the Defendants or Counterclaim Defendant Sewall of any liability. Defendants expressly deny any wrongdoing or liability of any kind related to any of Plaintiffs' claims in any of the Class Action Matters, and further deny that any Plaintiff or Settlement Class Member has been damaged in any amount or at all by Defendants. Defendants further deny that class certification is appropriate for any purpose other than for this Settlement. Defendants reserve all rights to dispute and oppose any and all claims, including any request for class certification in the litigation of any claims.

Nothing contained herein shall be construed as an admission by Counterclaim Defendant Sewall of any liability, and he expressly denies any wrongdoing or liability of any kind.

The Parties enter into the Settlement solely for the purposes of settling and compromising disputed claims and to avoid further disputes and litigation with their attendant inconvenience and expense. The Settlement and this Agreement shall not be used as evidence in any proceeding other than an action to enforce the final written Settlement Agreement, or one seeking damages arising



from a breach of the final written Settlement Agreement.

**X. PUBLIC STATEMENTS**

To the extent not already publicly disclosed, the terms of the Settlement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications under Federal Rule of Evidence 408 and its state counterparts and shall not be subject to disclosure for any purpose in any proceeding. All agreements made and orders entered during the course of the litigation in the Class Action Matters relating to the confidentiality of information obtained in discovery shall survive this Agreement.

The terms of the Settlement shall remain confidential until the motion for Preliminary Approval is filed in the Settlement Court. The Parties agree that any public statement regarding the Settlement shall be limited to one or both of the following agreed-upon public statements:

“We are pleased to bring this litigation to a close.”

“We are pleased with the outcome of the proposed settlement.”

Notwithstanding the foregoing, Class Counsel may discuss public aspects of the Settlement with the Plaintiffs, the Administrator, and, following the filing of the Preliminary Approval Motion, Settlement Class Members in the event a Settlement Class Member contacts Class Counsel regarding the Settlement, in a manner that is consistent with the language of this Agreement. Nothing herein shall prohibit any person from making disclosures as may be necessary to exercise non-waivable rights under applicable law. Except as provided in the sentence immediately following this one, nothing herein shall prohibit counsel for any Party from, on or after the Effective Date, disclosing, describing, or discussing any public information regarding the underlying Class Action Matters, the claims asserted, the public filings, or any other public aspect of the Class Action Matters, if done so in a factual and non-disparaging manner and referencing

only the Named Defendants. However, at no time may any Party affirmatively reach out to any media or press source to discuss the Class Action Matters or the Settlement, and any reactive statements in response to any media or press inquiry shall be limited to the jointly drafted, agreed-upon public statements set forth above. The Parties may also direct the media or press inquiry to the Settlement Website.

**XI. PARTIES' AUTHORITY**

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

**XII. MUTUAL FULL COOPERATION**

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Settlement Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendants and their counsel, shall take all necessary steps to secure the Settlement Court's approval of this Agreement. Plaintiffs, Class Counsel, and Defendants will not attempt to affect or influence Settlement Class Members' filing of Claims.

**XIII. NOTICES**

Unless otherwise specifically provided, all notices, demands or other communications to the Parties or their counsel in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

| <b><u>For The Settlement Class</u></b>                                                                        | <b><u>For Defendants</u></b>                                                                                  |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Anne T. Regan<br>HELLMUTH & JOHNSON, PLLC<br>8050 West 78th Street<br>Edina, MN 55439<br>aregan@hjlawfirm.com | Aaron Marks<br>KIRKLAND & ELLIS LLP<br>601 Lexington Avenue<br>New York, NY 10022<br>aaron.marks@kirkland.com |

**XIV. CAFA NOTICE**

The Settlement Administrator, in consultation with Defendants, will provide the CAFA Notice to the appropriate state or federal officials under 28 U.S.C. § 1715.

**XV. CONSTRUCTION**

The Parties agree that the terms and conditions of this Agreement are the result of mediation before Judge Sidney Schenkier as well as lengthy, intensive arm's-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

**XVI. CAPTIONS**

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

**XVII. INTEGRATION CLAUSE**

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

**XVIII. NO COLLATERAL ATTACK**

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after the Final Approval Order is entered. Such prohibited



collateral attacks shall include claims that a Settlement Class Member's Class Member Payment was improperly calculated or adjusted, including for any offsets.

**XIX. AMENDMENTS**

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (i) signed by the Parties who have executed this Agreement and (ii) approved by the Settlement Court, unless the amendment is purely administrative and is immaterial to the benefit received by the Settlement Class, in which case Settlement Court approval is not required.

**XX. ASSIGNMENTS**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

**XXI. GOVERNING LAW**

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of Illinois, irrespective of the State of Illinois's choice of law principles.

**XXII. BINDING ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**XXIII. TAX CONSEQUENCES**

No opinion concerning the tax consequences of this Settlement to any Settlement Class

Member is given or will be given by Defendants, Defendants' counsel, Class Counsel, or the Administrator, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

#### **XXIV. CLASS COUNSEL SIGNATORIES**

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases, and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

#### **XXV. COUNTERPARTS**

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

#### **XXVI. CONTINUING JURISDICTION**

The Settlement Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments

regarding the same, and to resolve any disputes regarding the Settlement. In the event of a breach by Plaintiffs, Defendants, a Settlement Class Member or Class Counsel under this Agreement, the Settlement Court may exercise all equitable powers over Plaintiffs, Defendants, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final Approval Order and judgment thereon, irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the dates indicated below:



**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: 06 / 18 / 2025

By: 

Barry Sewall, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jerome Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shamika Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Frank Richmond, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kelley McDermott, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael McDermott, individually and on  
behalf of the Settlement Class

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Barry Sewall, individually and on behalf  
of the Settlement Class

Dated: 06 / 17 / 2025

By:  \_\_\_\_\_

Jerome Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shamika Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Frank Richmond, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kelley McDermott, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael McDermott, individually and on  
behalf of the Settlement Class

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Barry Sewall, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jerome Gregory, individually and on  
behalf of the Settlement Class

Dated: 06 / 17 / 2025

By: \_\_\_\_\_ 

Shamika Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Frank Richmond, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kelley McDermott, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael McDermott, individually and on  
behalf of the Settlement Class



**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Barry Sewall, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jerome Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shamika Gregory, individually and on  
behalf of the Settlement Class

Dated: 06 / 17 / 2025

By: *Frank M. Richmond*

Frank Richmond, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kelley McDermott, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael McDermott, individually and on  
behalf of the Settlement Class

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Barry Sewall, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jerome Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shamika Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Frank Richmond, individually and on  
behalf of the Settlement Class

Dated: 06 / 20 / 2025

By:  \_\_\_\_\_

Kelley McDermott, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael McDermott, individually and on  
behalf of the Settlement Class

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Barry Sewall, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jerome Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shamika Gregory, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Frank Richmond, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kelley McDermott, individually and on  
behalf of the Settlement Class

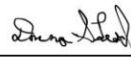
Dated: 06 / 17 / 2025

By:  \_\_\_\_\_

Michael McDermott, individually and on  
behalf of the Settlement Class



Dated: 06 / 17 / 2025

By: 

Donna Sheard, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Richard Allen, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Gabrielle Todd, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Gina Johnson, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Lionel Johnson, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Ayoka Durham, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Marcus Durham, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Donna Sheard, individually and on behalf  
of the Settlement Class

Dated: 06 / 19 / 2025

By: *Richard S. Allen*

Richard Allen, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Gabrielle Todd, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Gina Johnson, individually and on behalf  
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By: \_\_\_\_\_

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

Richard Allen, individually and on behalf  
of the Settlement Class

Dated: 06 / 17 / 2025

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behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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By: \_\_\_\_\_

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By: \_\_\_\_\_

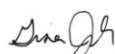
Richard Allen, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Gabrielle Todd, individually and on  
behalf of the Settlement Class

Dated: 06 / 20 / 2025

By: 

Gina Johnson, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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Dated: 06 / 20 / 2025

By: *Chance D. Gallo, PsyD*

Chance Gallo, individually and on behalf  
of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Sheila Nasilasila, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Erin Wise, individually and on behalf of  
the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Christa Curran, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael Curran, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Latrice Jones-Byrd, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

LaQuita Dasher, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chance Gallo, individually and on behalf  
of the Settlement Class

Dated: 06 / 18 / 2025

By: \_\_\_\_\_ 

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Dated: 06 / 17 / 2025

By:  \_\_\_\_\_

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behalf of the Settlement Class

Dated: 18 JUNE 2025

HELLMUTH & JOHNSON, PLLC

By: A. Regan

Anne T. Regan

Class Counsel



**DEFENDANT AND COUNSEL FOR DEFENDANT:**

Dated: July 9, 2025

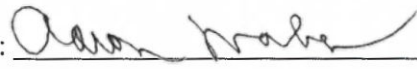
HOME PARTNERS HOLDINGS, LLC

(on behalf of all Defendants)

By:   
Jonathan Babb

Dated: July 9, 2025

KIRKLAND & ELLIS, LLP

By:   
Aaron Marks  
Counsel for Defendants