

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

DOROTHIENE M. HILL,)	
On behalf of herself and all those)	
similarly situated)	
)	
Plaintiffs,)	Case No.: 2017-CH-07774
vs.)	Calendar 15
HISPANIC HOUSING DEVELOPMENT)	
CORPORATION, an Ill. Corp.)	
Et al)	
Defendants)	

**[SECOND AMENDED] ORDER CERTIFYING SETTLEMENT CLASS,
GRANTING PRELIMINARY APPROVAL OF SETTLEMENT,
AND DIRECTING NOTICE TO THE CLASS**

This matter having come before the Court under 735 ILCS 5/2-806, pursuant to a Motion to Certify the Settlement Class, Grant Preliminary Approval of the Settlement as set forth in the Settlement Agreement, and to Approve the Form and Method of Notice to the Settlement Class (the "Motion"); the Court having considered all of the submissions related to the Motion, and is otherwise fully familiar with the papers filed and the proceedings in this matter; and arguments of counsel, the Court hereby finds and orders as follows:

1. The terms of the Settlement Agreement, dated January 25, 2021, including the Amendment to the Settlement Agreement dated March 29, 2021, and all Exhibits thereto (the "Agreement"), attached to the Motion, are hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing provided for below. This Order incorporates herein, and makes a part hereof, the Agreement, including all Exhibits thereto. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meaning herein.
2. The Court has conducted a preliminary evaluation of the Settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including (a) that the Settlement Class is sufficiently numerous, (b) that there are questions of law and fact common to members of the Settlement Class that predominate, (c) that the proposed Class Representative fairly and adequately protects the interests of the Settlement Class, and that (d) class treatment is an appropriate method for the fair and efficient adjudication of the Action.
3. The Court further finds that: (i) there is good cause to believe that the Settlement

is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the Settlement warrants Notice of its material terms to the members of the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Subclasses

- A. Sub-Class A shall consist of tenants who satisfy each of the following criteria:
 - (a) entered into a "new rental agreement" or lease renewal between May 1, 2014 and the date of thirteen months prior to the Preliminary Approval date, meaning January 16, 2020;
 - (b) provided a security deposit which was held for more than 6 months;
 - (c) were not paid interest on the deposit annually, within 30 days after the end of each 12-month rental period, at least once.

- B. Sub-Class B shall consist of tenants who satisfy each of the following criteria:
 - (a) entered into a "new rental agreement" on or after June 1, 2015 through the Preliminary Approval date of February 16, 2021;
 - (b) provided a security deposit;
 - (c) were not provided with a disclosure in their lease of the name and address of the financial institution where their security deposit was being held.

- C. Sub-Class C (the "RLTO Ordinance Summary Claims Settlement Sub-Class") consists of tenants who satisfy each of the following criteria:
 - (a) entered into a "new rental agreement" or lease renewal on or after June 1, 2015 through the Preliminary Approval date of February 16, 2021.
 - (b) at least once were not provided both RLTO summary documents at the beginning or at renewal of the lease.

5. The Court preliminarily finds that the Settlement Class meets all the applicable requirements of 735 ILCS 5/2-801, and hereby certifies the Settlement Class for settlement purposes only. Excluded from the Settlement Class is any individual who properly opts out of the Settlement Class pursuant to the procedure described herein. For settlement purposes only, the Court hereby approves the appointment of Plaintiff **DOROTHIENE M. HILL** as Class Representative.

6. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Alexander S. Michalakos
LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.
1410 W. Higgins Rd., Suite 204
Park Ridge, Illinois 60068

(847) 292-9990
fax 312.268.5093
Attorney No.: 44249
alex@parkridgelawyer.net

7. On July 13, 2021 at 10:30 a.m. or at such other date and time later set by the Court order, this Court will hold a Final Approval Hearing to consider, inter alia, the following: (a) whether the Settlement is fair, reasonable and adequate and should be granted final approval; (b) Class Counsel's proposed award of attorneys' fees and expenses, and the Class Representative's proposed service award; (c) any objections to the Settlement or the terms of any proposed order; and (d) any related issues.

PLEASE NOTE Until further Notice no court proceedings are being held in person at the court house. Until further notice, all matters on Calendar 15 are being heard remotely, via Zoom teleconferencing communication.

The Final Approval and all hearing will be held virtually at the following link: <https://circuitcourtofcookcounty.zoom.us/j/95535573920>

Or via the Zoom app, Meeting ID: 955 3557 3920
Password: No Password Required
Dial In Number: 312-626-6799

Absent an internet connection, remote participation in court proceedings is possible by telephone by dialing (312) 626-6799 and, when prompted, entering the same Meeting ID and Password contained in the Schedule. Those who lack access to a computer or smart phone may appear in person on the date and time as notified by the clerk.

8. Class Counsel shall file papers in support of their Fee Award and the Class Representative's Service award (collectively, the "Fee Petition") with the Court on or before June 28, 2021 (i.e., 25 days after the Response Deadline).

9. Plaintiff shall file papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before June 28, 2021 (i.e., 25 days after the Response Deadline).

10. Pursuant to the Settlement Agreement, The Notice Company is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

11. If it has not already done so, within five (5) days after the entry of this Order, Defendant shall provide Administrator the information required in the Agreement regarding the Settlement Class Members, in Excel format. For those Settlement Class Members for whom Defendants do not have address information, Defendants shall produce information, if any, they do have about them that reasonably may assist the Settlement Administrator in

obtaining address information for any such Settlement Class Members. Addresses and any other contact information for the Settlement Class Members shall be kept confidential by the Settlement Administrator. Within forty (40) days after entry of this Order, the Settlement Administrator will cause a Settlement Website to become active.

12. The Court approves the proposed Claim Form, and the plan for giving Notice to the Settlement Class, which includes direct Notice via U.S. Mail, publication in the Sun-Times once and "El Dia" twice, Press Release, and the creation of the Settlement Website, as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons in the Settlement Class. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the notice plan no later than *April 19, 2021*.

13. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Response Deadline of *June 3, 2021* (i.e., forty-five (45) days after Notice is disseminated). To be valid, any request for exclusion must (a) be in writing; (b) identify the case - *Dorotheine Hill v. Hispanic Housing Development*- 17 CH 07774 (Cir. Ct. Cook Cty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the Settlement Agreement, if approved. Because Settlement Class Members who co-leased their units hold their claim jointly, the opt-out by any Settlement Class Member who co-leased their unit with another Settlement Class Member will operate as an opt-out by all Settlement Class Members for that tenancy.

14. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense; provided, however, that all comments and objections must be (1) filed with the Court, and (2) e-mailed to Class Counsel (alex@parkridgelawyer.net) and Defendant's Counsel (larnro@ameritech.net) no later than the Response Deadline. Any Settlement Class Member who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (1) the Settlement Class Member's full name and current address, (2) a statement that he or she believes himself or herself to be a member of the Settlement Class, (3) the specific grounds for the objection, (4) all documents or writings that the Settlement Class Member desires the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either

personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

15. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement or Final Judgment by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

16. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, and/or used, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any Released Claim; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiff. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement.

17. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement.

18. The Court hereby authorizes the parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) that shall be consistent in all material respects with the terms of the Final Judgment and do not limit or impair the rights of the Settlement Class.

19. Settlement Class Members who object in the manner and by the deadline provided herein shall be subject to the jurisdiction of this Court. Settlement Class Members who fail to object in the manner and by the deadline provided herein shall be deemed to have waived and shall forever be foreclosed from raising any such objections.

20. Upon Final Approval, all Settlement Class Members who do not file (and whose co-lessee Settlement Class Members did not file) a timely notice of exclusion shall be forever enjoined and barred from asserting any of the matters, claims, or causes of action released pursuant to the Agreement, and any such Settlement Class Member shall be deemed to

have forever released any and all such matters, claims, and causes of action as provided for in the Agreement.

21. The following summarizes the deadlines stated above for issuing notice and submitting claims and objections:

<i>February 16, 2021</i>	--	<i>Preliminary Approval Order entered</i>
<i>April 19, 2021</i>		<i>Deadline for Notice of the Settlement to be sent to the Settlement Class Members, phone number and the website created [Mail Date]</i>
<i>June 3, 2021</i>	<i>[45 days after deadline for sending notice] [Mail Date]</i>	<i>Deadline for Settlement Class Members to request exclusion or file objections and for Former Tenants to file claim form (the Response Deadline)</i>
<i>June 21, 2021</i>	<i>[18 days after the Response Deadline]</i>	<i>Deadline for Defendant to file any notice of cancellation of the settlement if 10% or more Settlement Class Members validly and timely opt out of the settlement</i>
<i>June 28, 2021</i>	<i>[25 days after the Response Deadline]</i>	<i>Deadline for Parties to file the following: (1) List of persons who made timely and proper Requests for Exclusion (under seal) (2) Proof of Class Notice; and (3) Motion and Memorandum in Support of Final Approval, including the petition For Attorneys' Fees, Expenses, Service Award, and response to any objections.</i>
<i>July 13, 2021 @ 10:30</i>	<i>[40 days after Response Deadline]; [15 days after deadline for filing motion and memorandum in support of final approval]</i>	<i>Fairness Hearing / Final Approval</i>
<i>August 13, 2021</i>	<i>30 days after Final Approval</i>	<i>'Effective date'—Final Approval Order becomes final</i>
<i>September 13, 2021</i>	<i>30 days after Effective Date</i>	<i>Deadline to mail checks</i>
<i>March 14, 2022</i>	<i>180 days (6 months) from mailing date</i>	<i>Last day for Checks to expire</i>
<i>July 28, 2022 @10:30</i>	<i>More than 120 days (4 months) after checks expire</i>	<i>Defense Report and Accounting on Remaining Funds</i>

22. The court has approved the Claim Form, Long-Form Notice, Newspaper Notice, and "Short Form" Press Release.

23. This order is entered *nunc pro tunc* to February 16, 2021.

Judge Anna M. Loftus
APR 05 2021
Circuit Court-2102

ENTERED:

Anna M. Loftus

Judge Anna M. Loftus, No. 2102