

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,)
v.)
HISPANIC HOUSING DEVELOPMENT)
CORPORATION, an Ill. Corp., et al.)
)
Defendants)

Case No.: 2017-CH-07774
Calendar 15

**FINAL ORDER APPROVING CLASS ACTION SETTLEMENT AND
APPROVING PROPOSED ALLOCATION OF SETTLEMENT FUNDS**

This matter coming before the Court on Plaintiff’s Motion for Final Approval of the Settlement with Defendant, this Court having considered: (a) the Settlement Agreement, including all Exhibits thereto (the “Agreement”), between Plaintiff, DOROTHIENE M. HILL (“Class Representative”), on behalf of himself and the Settlement Class (as defined therein), and HISPANIC HOUSING DEVELOPMENT CORPORATION (“Defendant”); (b) the proposed allocation and distribution of funds among the Settlement Class; and (c) Class Counsel’s proposed award of attorneys’ fees, expenses, and the proposed service award for the Class Representative; and having held a hearing on July 13, 2021, and having considered all of the submissions and arguments with respect thereto, having held a fairness hearing, and otherwise being fully informed in the premises, and good cause appearing therefor; makes the following findings of fact and conclusions of law for purposes of this order:

1. This Order of Final Approval incorporates herein and makes a part hereof, the Agreement, including all Exhibits thereto. Unless otherwise provided herein, the terms as defined in the Agreement shall have the same meanings for purposes of this Final Order.
2. The Court has personal jurisdiction over the Class Representative, Settlement Class Members, and Defendants for purposes of this settlement only, and has subject matter jurisdiction to approve the Agreement.

Class Certification

3. Pursuant to 735 ILCS 5/2-801, the Court certifies a Class consisting of three subclasses, which classes were previously certified as "SubClass A," "SubClass B," and "SubClass C" in the Court's Order granting class certification dated February 16, 2021 (hereinafter collectively referred to as "the Class"), and defined as follows:

- 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.

4. the Court appoints DOROTHIENE M. HILL ("Plaintiff") as the Class Representative, and appoints Alexander S. Michalakos and LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C. as Class Counsel.

5. The Settlement Class has approximately 1,932 members. Excluded from the Settlement Class is any individual who properly opted out of the Settlement Class pursuant to the procedure described in this Court's Order certifying the settlement class and granting preliminary approval of the settlement dated April 5, 2021 (nunc pro tunc to 2/16/21) ("Preliminary Approval Order").

Class Notice

6. The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Notice:

- (a) constitutes reasonable and the best practicable notice;
- (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and Settlement, and Settlement Class Members' right to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on July 13, 2021;
- (c) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and
- (d) meets the requirements of due process and Illinois law.

Objections, Opt-Outs, and Late Claims

7. No one appeared at the Fairness hearing to object to, or opt-out from, the settlement.

8. The Court finds that no persons filed timely or proper objections to the settlement. To the extent any such objections have been raised, they are overruled.

9. The Court finds that one person, Elizabeth Rosario, opted-out from the Settlement Class.

10. The Court notes that all claims submitted late were considered on their merits.

11. The Court finds that the claim forms submitted by the individuals not on the Class List are considered on the merits and denied for the reasons stated at the Fairness Hearing, and said claim(s) are therefore denied. The names of those whose claims are denied are contained in the list attached as **Exhibit A**.

12. The Class Administrator is authorized to notify those persons whose claims are denied herein.

13. This Order shall have no force or effect on those persons who properly and timely excluded themselves from the Settlement Class.

14. The Court finds that extensive arm's length negotiations have taken place in good faith between Class Counsel and Counsel for Defendants resulting in the Agreement.

15. Pursuant to 735 ILCS 5/2-806, the Court hereby finally approves in all respects the Settlement set forth in the Agreement and finds that the Settlement, Agreement, and the plan of distribution as set forth in the Agreement, are, in all respects, fair, reasonable and adequate, and in the best interest of the Settlement Class.

16. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Agreement. The claims against Defendants on behalf of the Settlement Class in this case are hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein.

17. Upon the Effective Date of the Agreement, the Settlement Class, and each Settlement Class Member, shall release and forever discharge the Defendant Releasees (as defined in the Agreement) from their respective Released Claims (as defined in the Agreement).

18. Nothing in this Order, the Agreement, or any documents or statements related thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or any Defendant Releasee.

Named Plaintiff Award and Attorney's Fees and Costs

19. Consistent with the Settlement terms, Class Counsel requested an award of attorneys' fees and reimbursement of expenses. In approving that request, this Court makes the following findings of fact and conclusions of law:

(a) this Settlement confers a substantial cash benefit on the Settlement Class Members;

(b) the value conferred on the Settlement Class is immediate and readily quantifiable upon this judgment becoming Final (as defined in the Agreement), and Settlement Class Members will receive cash payments that represent a significant portion of the statutory damages available to them were they to prevail in an individual action under the Residential Landlord Tenant Act of Chicago ("RLTO");

(c) Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;

(d) this Settlement was obtained as a direct result of Class Counsel's advocacy;

(e) this Settlement was reached following extensive negotiations between Class Counsel and Counsel for Defendants, and was negotiated in good-faith and in the absence of collusion;

(f) during the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$7,741.08 which the Court finds to be reasonable and necessary to the representation of the Settlement Class;

(g) Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to apply for an award of attorneys' fees in an amount up to one-third of the Settlement Fund (\$500,000) plus reimbursement of reasonable expenses incurred in the prosecution of the Litigation, to be paid from the Settlement Fund;

(h) Zero member of the Settlement Class have submitted written objections to the award of attorneys' fees and expenses;

(i) "It is now well established that 'a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.'" *Scholtens v. Schneider*, 173 Ill.2d 375, 385 (1996), quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); and

(j) The requested fee award is consistent with other fee awards. See, e.g., *Fauley v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶24 (2016) (fees awarded under "the one-third percentage-of-the-award method."); *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 924 (1st Dist. 1995) ("the court ordered a 33 1/3% fee..."); *Romero v. Producers Dairy Foods, Inc.*, 2007 U.S. Dist. LEXIS 86270. *10 (E.D. Cal. Nov. 13, 2007) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." citing 4 Newberg, NEWBERG ON CLASS ACTIONS § 14.6 (4th ed. 2007).

20. Accordingly, Class Counsel are hereby awarded **\$500,000.00** from the Settlement Fund as their fee award, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement, with such payment to be made by the Claims Administrator in the manner directed by Plaintiff's counsel.

21. Further, Class Counsel are hereby awarded **\$7,741.08** in compensation for their reasonable expenses which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement, with such payment to be made by the Claims Administrator in the manner directed by Plaintiff's counsel.

22. The Class Representative, Dorotheine Hill, as identified in the Preliminary Approval Order, shall be compensated in the amount of **\$7,500.00** for her service in prosecuting this case on behalf of the members of the Settlement Class and making their recoveries possible, in addition to her recovery as part of the Class, with such payment to be made by the Claims Administrator in the manner directed by Plaintiff's counsel

23. The Claims Administrator, The Notice Company, Inc. is hereby awarded **\$60,000.00** for its full fees and expenses in administering this Settlement, with such sums to be deducted from the Settlement Fund without delay.

24. The remaining sum of **\$924,758.92** shall be paid to the Class members as otherwise set forth in the Settlement Agreement and in the court's orders.

Releases and Dismissal

25. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and of this Order, to protect and effectuate this Order, and for any other necessary purpose. The Class Representative, Settlement Class Members, and Defendants are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Agreement or the applicability of the Agreement, including the Exhibits thereto, and only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Order, the Court retains exclusive jurisdiction over any such suit, action, or proceeding. Solely for purposes of such suit, action, or proceeding, to the fullest extent they may effectively do so under applicable law, the parties hereto are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

26. No Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely elected to be excluded from the Settlement Class), shall commence, continue, or prosecute any action or proceeding against any Defendant Releasee in any court or tribunal asserting any of the Released Claims defined in the Agreement, and are hereby permanently enjoined from so proceeding.

27. All claims or causes of action of any kind by Plaintiff and all other Settlement Class members against Defendant relating to the subject matter of this Action are forever

barred and released pursuant to the terms of the release and injunction set forth in the Settlement Agreement.

28. This lawsuit is dismissed with prejudice as to Plaintiff and all other members of the Settlement Class, without fees or costs except as provided above

29. The Court retains continuing jurisdiction over this action, Plaintiffs, all other members of the Settlement Class, and Defendants, to determine all matters relating in any way to this Final Judgment and Order, the Preliminary Approval Order, or the Settlement Agreement, including, but not limited to, their administration, implementation, or enforcement, and disbursement and handling of the remaining funds.

30. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder, including with respect to any remaining funds.

31. The Court finds that there is no just reason to delay the enforcement of or appeal from this Final Approval Order and Judgment.

32. Due to rounding up of fractional pennies necessary to set the amount payable evenly to each class member from the total Settlement Class distribution, the total payable by the Administrator is calculated as **\$924,759.00**, which is \$0.08 greater than the Net Settlement Consideration. Said sum shall be deducted from the Administrator's fees but shall be reimbursed to Administrator from any remaining funds.

33. Pursuant to the terms of the Settlement Agreement and Preliminary Approval Order, this matter is set for **July 28, 2022, at 10:30 a.m.** for compliance Report and Accounting on the Defendant's use of the Remaining Funds in accordance with the Settlement Agreement and this court's prior orders.

34. This matter is set for status on **April 5, 2022, at 10:00 a.m.** on Calendar 15's Zoom videoconference call for a report on the total amount of remaining funds and any updates on Defendant's proposed use of same.

ENTERED:
Judge Anna M. Loftus
JUL 13 2021 /s/ Anna M. Loftus
Circuit Court Judge Anna M. Loftus, No. 2102

**Claims Submitted by Persons NOT on the Class List;
 Settlement Administrator Recommends Denial**

Number	Timely or Late	Name of Claimant	Claimed Co-tenant	Current City	Current State
1	Timely	Brandon R. Hudson	Richard Stebring	Plantation	FL
2	Timely	Yolanda Jackson		Albany	GA
3	Timely	Hannelore M Gerrard		Burnsville	MN
4	Timely	Karen A Beverly		Loyall	KY
5	Timely	Jock A Wornack		Loyall	KY
6	Timely	Celaine M Barker		Burnsville	MN
7	Timely	Philip M Manikam		Burnsville	MN
8	Timely	Yohanna M Gerrard		Burnsville	MN
9	Timely	William A Gerrard		Burnsville	MN
10	Timely	Jerry Cao		Moncks Corner	SC
11	Timely	Xiao Lu		Summerville	SC
12	Timely	Stephen Bourque		Castro Valley	CA
13	Timely	Koith C Kelley		Las Vegas	NV
14	Timely	Resynaldo Cortez		Tolleson	AZ
15	Timely	Perry Gilmore		Pasadena	CA
16	Timely	Robin Atkins		Wheeling	IL
17	Timely	Jeanette Atkins		Wheeling	IL
18	Timely	Jacqueline Vasquez		Clay	NY
19	Timely	Kejuan Williams		Eastpointe	MI
20	Timely	Joshua Collins		Sullivan	IN
21	Timely	Draw C Ewing		Frederick	MD
22	Timely	Perry Gilmore		Cincinnati	OH
23	Timely	Gregory N Morales		Escoradiab	CA
24	Timely	David Lampley		Philadelphia	PA
25	Timely	Jerrad X Loffin		Yuba City	CA
26	Timely	Maternst Isoff		West Palm Beach	FL
27	Timely	Perry Gilmore		Ventura	CA
28	Timely	Azlan Allam		Las Vegas	NV
29	Timely	Daniel Williams		Sullivan	IN
30	Timely	Stephanie Hines		Jonesboro	GA
31	Timely	Julia M Sorrells		Jonesboro	GA
32	Timely	Donald Smith Jr		Jonesboro	GA
33	Timely	Isabel Zalaski		Philadelphia	PA
34	Timely	Perry Gilmore		Pasadena	CA
35	Timely	Perry Gilmore		Las Vegas	NV
36	Timely	Randall E Folgate		Boca Raton	FL

Number	Timely or Late	Name of Claimant	Claimed Co-tenant	Current City	Current State
37	Timely	Alex Odum		Fairmont	NC
38	Timely	Verna J Brown		Sedro Woolley	WA
39	Timely	Aly Cardenas		Victorville	CA
40	Timely	Perry Gilmore		Pasadena	CA
41	Timely	Alexander Odum		Washington	DC
42	Timely	Mike Kwan		Apple Valley	CA
43	Timely	Juan Cano		Charlotte	NC
44	Timely	Rhoda Gee	Jorge Cace	Fremont	CA
45	Timely	Jose Diaz		Mint Hill	NC
46	Timely	Antoun G Nader		Everett	WA
47	Timely	Anthony G. Checas		Houston	TX
48	Timely	Boyes Grayson		Belden	MS
49	Timely	Elantra Grayson		Tupelo	MS
50	Timely	Elaine Grayson		Tupelo	MS
51	Timely	Perry Gilmore		Pasadena	CA
52	Timely	Diego Perez		Flushing	NY
53	Timely	Xaoping Luz		Charlotte	NC
54	Timely	Adele Shirey		Fort Worth	TX
55	Timely	Glenn Howard Carlson		Yardley	PA
56	Timely	Kelly M Gallery		State College	PA
57	Timely	Todd A Price		State College	PA
58	Timely	Deirdra Cunningham		West Plains	MO
59	Timely	Ricky Cunningham		West Plains	MO
60	Timely	Lilliana Perez	Mario Lucy	Merrillville	IN
61	Timely	Rico L McKoy		Fayetteville	NC
1	Late	Joanna Damiano		Elk Grove	CA
2	late	Donna Guzman		Merifree	CA