

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,)

vs.)

HISPANIC HOUSING DEVELOPMENT)
CORPORATION, an Ill. Corp.)
HHDC-DAMEN COURT LLC,)
a Delaware limited liability company)
DAMEN COURT PRESERVATION LP,)
an Illinois Ltd. Partnership,)
DAMEN COURT PRESERVATION, NFP,)
an Illinois not-for-profit corporation,)
HISPANIC ELDERLY HOUSING CORPORATION)
SACRAMENTO ELDERLY HOUSING CORP.,)
Damen Court Associates LP and)
DAMEN COURTS APARTMENTS,)

Defendants)

Case No.: 2017-CH-07774

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement ("Agreement") is entered into this 25th day of January, 2021, by and between plaintiff DOROTHIENE M. HILL, on behalf of herself and as representative of the Settlement Class described below, and by Defendant HISPANIC HOUSING DEVELOPMENT CORPORATION, an Ill. Corp. ("HHDC") ("Defendant"). This Agreement is made for the sole purpose of attempting to consummate settlement of this action on a class-wide basis and settlement of any individual claims of DOROTHIENE M. HILL pursuant to the terms and conditions set forth in this Agreement ("Settlement Agreement").

As detailed below, in the event that the Court does not enter an order granting final approval of the Settlement ("Final Approval Order") or the conditions precedent are not met for any reason, this Agreement will be deemed null and void and will be of no force or effect whatsoever except for Sections 8.2 and 9.4(g) below. This Agreement supersedes any and all previous agreements between Plaintiffs and Defendant.

EXHIBIT B

1. FACTUAL AND PROCEDURAL BACKGROUND

1.1 On June 1, 2017, the Class Representative DOROTHIENE M. HILL filed the Complaint. On June 29, 2018, the Class Representative filed the first Amended Complaint.

1.2 The Class Representative DOROTHIENE M. HILL asserted claims on her own behalf and on behalf of putative classes under Chicago Residential Landlord-Tenant Ordinance ("RLTO") Sections 5-12-170, 5-12-080(a)(3), 5-12-080(c), and 5-12-180.

1.3 Formal and informal, class-wide discovery occurred throughout this litigation. At all times, the Parties' negotiations have been adversarial, non-collusive, and at arms' length.

2. ADDITIONAL RECITALS

2.1 The Parties are sufficiently familiar with the facts of the Lawsuit and the applicable law so as to warrant settlement at this time.

2.2 The Parties are represented by counsel and have had the opportunity to consult with counsel prior to the submission of this Agreement to the Court.

2.3 This Agreement and any related documents filed or created in connection with it will be inadmissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Agreement.

2.4 Defendant denies any liability or wrongdoing of any kind associated with the Alleged Claims and further deny that, for purposes other than the settling of this Lawsuit, any part of this Lawsuit is appropriate for class treatment. Defendant has denied and continue to deny each and every material factual allegation and alleged claim asserted in the Lawsuit. Nothing in this Agreement constitutes an admission by Defendant of wrongdoing or liability or of the truth of any factual allegations in the Lawsuit. Nothing in this Agreement constitutes an admission by Defendant that the Lawsuit is properly brought on a class or representative basis other than for settlement purposes.

2.5 The Class Representative and Class Counsel believe that the claims asserted in this Lawsuit have merit. They, however, recognize and acknowledge the significant expense and length of continued proceedings necessary to prosecute the litigation against Defendant through trials and through appeals. They are also mindful of the challenges of obtaining class certification and the problems of proving liability and damages and possible defenses to the Alleged Claims. Class Counsel have performed a thorough study of the law and facts relating to the Alleged Claims and concluded, based upon their investigation and discovery, and taking into account the sharply contested issues, the expense and time necessary to pursue the action through trial, the risks and costs of further prosecution of the Lawsuit, the uncertainties of complex litigation, and the substantial benefits to the Class Members, that a settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and in the best interests of the Class Members. Both Class Counsel and the Class Representative believe that the

settlement set forth in this Agreement confers substantial benefits upon the Class Members. Nothing in this Agreement constitutes an admission by the Class Representative that the Claims lack merit or that any of Defendant's affirmative defenses are valid.

3. DEFINITIONS

As used in this Agreement, the following terms will have the meanings specified below:

3.1 "Alleged Claims" means the claims that were alleged in the Complaint or First Amended Class Action Complaint (defined below).

3.2 "Attorneys' Fees" means the attorneys' fees awarded pursuant to an application submitted to the Court as described in Section 7 of this Agreement.

3.3 "Claims Administration Costs" means the costs and expenses due to the Claims Administrator (defined below) in connection with its administration of the claims, as described in Section 8.1 of this Agreement.

3.4 "Claims Administrator" means the third-party claims administrator The Notice Company, 94 Station Street, Hingham, Massachusetts 02043.

3.5 "Class Member(s)" refers to a "Tenant" as defined herein in section 3.39 who meets the requirements of at least one of sections 3.36 through 3.38.

3.6 "Class Counsel" means:

Alexander S. Michalakos
LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.
Attorney for Plaintiffs
1410 W. Higgins Rd., Suite 204
Park Ridge, Illinois 60068
(847) 292-9990
fax 312.268.5093
alex@parkridgelawyer.net

3.7 "Class Notice" is the notice of pendency of class action settlement which will be mailed to the Class Members pursuant to Section 9.2 of this Agreement and refers to the form of the document attached to this Agreement as Exhibit "A".

3.8 "Class Representative" means plaintiff DOROTHIENE M. HILL.

3.9 "Defendant's Counsel" means:

Lawrence Brady, Esq,
Marvin L. Husby, Esq.
The Law Offices of Marvin L. Husby III
852 Armitage Ave.
Chicago, IL 60614

3.10 "Hill Service Payment" means the separate payment made to Dorotheine M. Hill as Class Representative, in addition to any award to which Plaintiff may be entitled under the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, The Class Representative shall, subject to approval of the Court, receive a Service Award in the amount of \$7,500. Any Service Award approved by the Court shall be paid by check out of the Settlement Fund by the Settlement Administrator within twenty (20) days of the Effective Date.

3.11 "Common Fund Settlement Amount" means the total amount to be paid by Defendant in consideration for settlement of the Lawsuit (defined below) under the terms of this Agreement, which is One Million Five Hundred Thousand Dollars (\$1,500,000), and is inclusive the Hill Service Award Payment, Litigation Expenses, Attorneys' Fees, and Claims Administration Costs. The Common Fund Settlement Amount is a non-reversionary amount -- if this Settlement achieves final approval, the entirety of the \$1,500,000.00 Common Fund Settlement Amount will be distributed.

3.12 "Complaint" means the original complaint filed in the Lawsuit (defined below).

3.13 "Court" means the Cook County Circuit Court.

3.14 "Date of Preliminary Approval" means the date the Court enters an order granting preliminary approval of the Settlement ("Preliminary Approval Order").

3.15 "Day" means calendar day, unless expressly stated otherwise.

3.16 "Effective Date" means the date when the Final Approval Order becomes final. For purposes of this Paragraph, the Final Approval Order "becomes final" as follows: (a) if there are no objections to the Settlement, the Date of Final Approval; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the time period to appeal the Final Approval Order has expired; or (c) if an appeal is sought from the Final Approval Order, the day after the Final Approval Order is affirmed or the appeal is dismissed or denied, and the Final Approval Order is no longer subject to further judicial review.

3.17 "First Amended Complaint" means the first amended complaint filed in the Lawsuit (as defined below).

3.18 "Last Known Address" means the most recently recorded mailing address for a Class Member as such information is contained in the records maintained by Defendant.

3.19 "Lawsuit" means the civil action entitled *Dorotheine M. Hill, et al. v. HISPANIC HOUSING DEVELOPMENT CORPORATION, an Ill. Corp. ("HHDC"), et al.*, originally filed in

the Circuit Court of Cook County, Illinois, and now pending, under Case No. 2017-CH-07774.

3.20 "Litigation Expenses" means those expenses and costs of litigation incurred by Class Counsel and approved for reimbursement by the Court, excluding costs or fees of the Claims Administrator, pursuant to Section 7 below.

3.21 "Net Settlement Consideration" means the Common Fund Settlement Amount less Attorneys' Fees, Litigation Expenses, Claims Administration Costs, and, the Hill Service Award Payment.

3.22 "Participating Class Member" means each Class Member other than those Class Members filing a valid and timely request for exclusion as set forth in this Agreement and in the Class Notice. Where a "Participating Class Member" is a co-tenant, that Member will equally share the "Individual Settlement Payment" with the co-tenants

3.23 "Parties" means the Class Representative and Defendant.

3.24 "Premises" means the residential properties owned and/or managed by HHDC and any and all Released Parties and as further defined in sections 3.28, 3.33, 3.34, and 3.35 inclusive.

3.24(a) "Property" refers to any of the Defendant's Apartment Building or Complexes located in Chicago, and as commonly known by its name and/or associated addresses.

3.25 "Reasonable Address Verification Measures" means utilizing the process outlined in Section 9.3.

3.26 "Released Claims" means any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind (including participation to any extent in any class or collective action) by each and all of the Participating Class Members against the Released Parties (defined below), to obtain a recovery, other than recovery for injury to the person, for a claim arising during the Settlement Class Period at or in connection with the Premises (defined below) under: (1) federal, state, local or common law based on the factual allegations in the Complaint and First Amended Complaint; and/or (2) the Chicago Residential Landlord-Tenant Ordinance ("RLTO") Sections 5-12-170, 5-12-080(a)(3), 5-12-080(c), and 5-12-180.

This release shall not affect the rights of any tenant to the return of any security deposit held by Defendant nor shall it affect the rights of any Defendant to deduct sums from any such security deposit, nor the claims of tenants accruing after the Date of Preliminary Approval.

3.27 "Response Deadline" will have the meaning set forth in Section 9.4 of this Agreement.

3.28 "Released Parties" means Defendant "HHDC" and its former and present parents, subsidiaries, officers, directors, employees, partners, shareholders and agents, attorneys,

insurers, and any other successors, assigns, or legal representatives, including but not limited to the following entities:

ARMITAGE COMMONS PRESERVATION, NFP d/b/a Armitage Common Apts
AUGUSTA ASSOCIATES, LP d/b/a Palmer Place Apts
BOULEVARD COURTS APARTMENTS LP d/b/a Boulevard Court Apts
CENTRAL PARK LP d/b/a Central Park Apts
CICERO & GEORGE LP d/b/a Cicero & George Elderly Apts
CONTINENTAL PLAZA PRESERVATION, NFP d/b/a Continental Plaza Apts
DAMEN COURTS PRESERVATION, LP d/b/a Damen Court Apts
DIVERSEY PARKWAY ASSOCIATES, d/b/a Diversey Square I Apts
DIVERSEY SQUARE ASSOCIATES d/b/a Diversey Square II Apts
GATEWAY L.P d/b/a James Sneider Apts
HISPANIC ELDERLY HOUSING CORP. d/b/a Las Moradas Apts
LAS MORADAS PRESERVATION, LP d/b/a Las Moradas Apts
HUMBOLDT PARK ELDERLY HOUSING CORP d/b/a Plaza Taino Apts
HUMBOLDT PARK LP d/b/a Buena Vista Apts
LATHROP ELDERLY LP d/b/a Lathrop Elderly at Water's Edge Apts
LOGAN SQUARE ELDERLY HOUSING CORP. d/b/a Logan Vistas Apts
NORTH & PULASKI ELDERLY LP d/b/a North & Pulaski Apts
NORTH & TALMAN FAMILY LP d/b/a North & Talman Family Apts
NORTH & TALMAN ELDERLY LP d/b/a North & Talman Elderly Apts
NORTH & TALMAN III CORP LP d/b/a North & Talman Phase III Apts
NORTH KILDARE ASSOCIATES LP, d/b/a Jorge Hernandez Apts
NSP I - BELMONT CRAGIN
NSP II - LYNDALDE LLC d/b/a 3550 Lyndale Apts.
PALMER SQUARE PRESERVATION d/b/a Palmer Square Apts
PASEO BORICUA LP d/b/a Teresa Roldan Apts
SACRAMENTO & THOMAS LP d/b/a 65th INFANTRY REGIMENT VH Apts.
SACRAMENTO ELDERLY HOUSING CORP d/b/a Rev. Daniel Alvarez Apts

3.29 "Settlement Class Period" means June 1, 2015 through the Date of Preliminary Approval.

3.30 "Individual Settlement Payment" means the total, gross amount due to a Participating Class Member, which will be calculated as described in Section 6.2 of this Agreement.

3.31 "New rental agreement" Means a lease agreement which was entered into by a tenant who had not previously entered into any lease agreement with the Defendant, whether individually or as a co-tenant. Lease renewals and leases at different Properties are specifically excluded from this definition.

3.32 "Updated Address" means a mailing address that was updated via Reasonable Address Verification Measures or via an updated mailing address provided by the United States Postal Service (via NCOA Search) or a Class Member.

3.33 “Properties A” means the following apartment Building or Complexes:

Armitage Commons
Belmont-Craigin (NSP)
Boulevard Court
Buena Vista
Central Park
Cicero-George
Continental Plaza
Damen Courts
Daniel Alvarez
Diversey Square I
Diversey Square II
James Sneider
Jorge Hernandez
Las Moradas
Lathrop Elderly
Logan Vistas
Lyndale (NSP)
North & Pulaski
North & Talman
Palmer Place
Palmer Square
Plaza Taino
Teresa Roldán

3.34 “Properties B” means the following apartment Building or Complexes:

Armitage Commons
Belmont-craigin (NSP)
Boulevard Court
Buena Vista
Central Park
Cicero-george
Continental Plaza
Damen Courts
Daniel Alvarez
Diversey Square I
Diversey Square II
James Sneider
Jorge Hernandez
Las Moradas
Lathrop Elderly
Logan Vistas
Lyndale (NSP)
North & Pulaski
North & Talman

Palmer Place
Palmer Square
Plaza Taino
Teresa Roldán

3.35 "Properties C" means the following apartment Building or Complexes:

Armitage Commons
Belmont-craigin (NSP)
Boulevard Court
Buena Vista
Central Park
Cicero-George
Continental Plaza
Damen Courts
Daniel Alvarez
Diversey Square I
Diversey Square II
James Sneider
Jorge Hernandez
Las Moradas
Lathrop Elderly
Logan Vistas
Lyndale (NSP)
North & Pulaski
North & Talman
Palmer Place
Palmer Square
Plaza Taino
Teresa Roldán
65th Infantry Regiment

3.36 The "Security Deposit Interest Claims Settlement Sub-Class" refers generally to those tenants who failed to receive timely interest payments on their deposit, but which is fully defined in section 5.2 (as "Sub-class A").

3.37 The "Security Deposit Disclosure Claims Settlement Sub-Class" refers generally to tenants who, on or after June 1, 2015, entered into new leases which failed to disclose where their deposit would be held, but which is fully defined in section 5.2 (as "Sub-class B").

3.38 The "RLTO Ordinance Summary Claims Settlement Sub-Class" refers generally to those tenants who did not receive the RLTO Ordinance Summaries as required by law, but which is fully defined in section 5.2 (as "Sub-class C").

3.39 “Tenant” as used herein shall refer to one or more persons over the age of 18 who were authorized by written lease agreement to reside in a residential unit at one of the “Premises” during the Settlement Class Period and did so reside. Where more than one tenant resided at the same unit during the same rental period, or where a tenant resided with multiple different tenants at different times, they shall all be considered “**Co-tenants.**” Co-tenants shall be considered one “tenant” for purposes of this Settlement Agreement and shall share equally in the “Individual Settlement Payment,” unless they otherwise agree by written, notarized direction detailed in section 10.7.

3.40 “Tenancy” refers to a lease of a particular residential unit at one of the “Premises” occupied by any “Tenant,” regardless of how many different units within the same Property or any Property at which said tenant resided, meaning that if a Tenant resided at more than one unit within the same Property, or at a different Property, or where a tenant resided with multiple different tenants at different times, it shall be regarded as one Tenancy. A Participating Class Member who resides at more than one unit within the same or different Property, or who resides with different co-tenants at different times, shall not receive multiple individual settlement payments for the same sub-class.

4. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT

4.1 The Parties enter into this Agreement and the Settlement with the understanding that it is subject to Court approval. This Agreement and Settlement will become final and effective only upon the occurrence of all of the following events:

(A) The Court granting preliminary approval to the Settlement;

(B) The Court granting final approval to the Settlement; and

(C) The Effective Date occurring, and all challenges to the Settlement, whether by objection or appeal, being resolved in favor of approval of and enforcement of the Settlement.

4.2 Unless the Court orders otherwise or unless otherwise agreed in writing by the Parties, this Agreement (except for Sections 8.2 and 9.4(g) below) will be deemed null and void ab initio upon the failure of any of these three conditions to occur.

5. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

5.1 The Parties conditionally agree to certification of the Class for purposes of the Settlement only.

5.2 Class Certification. The Parties agree that three Subclasses shall be certified for purposes of this Settlement and are defined as follows:

A. Sub-Class A shall consist of tenants at “Properties A” who satisfy 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 date of Preliminary Approval;

(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 at "Properties B" who satisfy the following criteria:

(a) entered into a "new rental agreement" on or after June 1, 2015 through the date of Preliminary Approval;

(b) provided a security deposit which was held for more than 6 months;

(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 at "Properties C" who satisfy the following criteria:

(a) entered into a "new rental agreement" or lease renewal on or after June 1, 2015 through the date of Preliminary Approval;

(b) at least once were not provided both RLTO summary documents at the beginning or at renewal of the lease.

5.3 Illinois law prohibition against double-recovery (Sub-class duplications).

5.3(a) A Class Member who is a member of *both* Sub-class A "Security Deposit Interest Claims Settlement Sub-Class" (related to alleged violations of RLTO section 5-12-080(a)(3)) *and* Sub-class B "Security Deposit Disclosure Claims Settlement Sub-Class" (related to alleged violations of RLTO section 5-12-080(c)), may be, *by definition*, entitled to payment for both Subclasses.

However, consistent with current applicable Illinois case law, only *one* recovery may be made regardless of how many different sections of 5-12-080 were violated (and regardless of how many different times this section was violated). As a result, class members who qualify as members of both Subclass A and Subclass B will be entitled to payment as a member of only one subclass. Additionally, because the damages to be received as a member of either subclass is the same, it does not matter whether the member is deemed to be a member of Subclass A or Subclass B.

5.3(b) In contrast, a Class Member who is a member of both Sub-class A "Security Deposit Interest Claims Settlement Sub-Class" and Sub-class C ("RLTO Ordinance Summary Claims Settlement Sub-Class" will be entitled to payment for membership in both Subclasses.

5.3(c) A Class Member who is a member of both Sub-class B "Security Deposit Disclosure Claims Settlement Sub-Class" and Sub-class C "RLTO Ordinance Summary Claims Settlement Sub-Class"), will be entitled to payment for membership in both Subclasses.

5.4 Consistent with applicable Illinois law, a tenant within each Subclass is entitled to only one payment per subclass, regardless of how many times the same violation occurred; in other words, the same violation in multiple years yields only one penalty and therefore only one recovery.

5.5 If the Court does not grant preliminary and final approval of this Settlement or, if appealed, the Settlement is not affirmed, the Parties agree that class certification will be deemed revoked and the Parties will take all other steps necessary to decertify the Settlement Class. In the event that the class certification for settlement purposes is deemed revoked, then that class certification will have no precedential value and it may not be introduced into evidence or used for any other purpose. In the event that the Settlement does not become final, the Class Representative retain the right to seek to certify their claims and nothing in this Agreement may be used or construed as an admission that certification outside of settlement is improper. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Settlement will not be admissible in this or any other proceeding as evidence that: (i) a class should or should not be certified; or (ii) Defendant is or is not liable to Plaintiffs to the Class Members as Plaintiffs allege.

6. SETTLEMENT CONSIDERATION

6.1 Total Settlement Amount. As consideration for settlement of the Lawsuit Defendant agrees to deposit with the Settlement Administrator the Common Fund Settlement Amount on the terms of and for distribution as set forth in this Agreement. In no event will Defendant be obligated to pay more than the Common Fund Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000) in total settlement of the Lawsuit, including all Individual Settlement Payments, Attorneys' Fees, Litigation Expenses, and Claims Administration Costs. The Common Fund Settlement Amount will be One Million Five Hundred Thousand Dollars (\$1,500,000) and will constitute adequate consideration for this Settlement and will be made in full and final settlement of the Released Claims and payment of Plaintiff's and Class Counsel's claim for Attorneys' Fees and Litigation Expenses; Hill Individual Claims Settlement Payment, the Hill Service Award Payment, Claims Administration Costs and any other payment obligation of Defendant under this Agreement.

This is not a claims-made settlement. If the Settlement reaches the Effective Date, the entire Common Fund Settlement Amount will be distributed.

6.2 Payments to Participating Class Members. The Settlement Administrator will distribute from the Common Fund Settlement Amount to each Participating Class Member an Individual Settlement Payment, which means the portion of the Net Settlement Consideration distributable to each Class Member. The Individual Settlement Payment will be calculated as follows:

6.2(a) 81% of the Net Settlement Consideration to be divided evenly among:

(i) all Participating Class Members of the Security Deposit Interest Claim Settlement Sub-Class (Sub-Class A) and

(ii) all Participating Class Members of the Security Deposit Disclosure Claims Settlement Sub-Class (Sub-Class B)

with the proviso and adjustment in the event that a Participating Class Member is a “Co-tenant” (as referenced in 3.39 and 3.40); if Participating Class Members were or are “Co-tenants” then they shall collectively be considered one “tenant” for purposes of the Individual Settlement Payment and shall share equally in the Individual Settlement Payment, unless they otherwise agree by written, notarized direction detailed in section 10.7. Members of both Sub-Class A and B shall receive payment for only one sub-class, consistent with the rules described in 5.3.

6.2(b) 19% of the Net Settlement Consideration to be divided evenly between all Participating Class Members of the RLTO Ordinance Summary Claims Settlement Sub-Class (Sub-Class C), with the proviso and adjustment in the event that a Participating Class Member is a “Co-tenant” (as referenced in 3.39 and 3.40); if Participating Class Members were or are “Co-tenants” then they shall collectively be considered one “tenant” for purposes of the Individual Settlement Payment and shall share equally in the Individual Settlement Payment, unless they otherwise agree by written, notarized direction detailed in section 10.7.

The Parties agree that the formula for allocating the settlement payments to Participating Class Members provided in this Agreement is reasonable and that the Settlement payments are designed to provide a fair settlement to the Class, despite the uncertainties associated with the amounts alleged to be owed.

6.3 There are no separate individual claims of plaintiff Dorotheine M. Hill other than those included by her participation in the class.

6.4 The Settlement Administrator will distribute from the Common Fund Settlement Amount to plaintiff Dorotheine M. Hill the Service Award of \$7,500.

6.5 Prospective relief: In addition to the sums paid as described herein, HHDC agrees to the following as to its business practices;

(6.5.a) Implement/optimize procedures unified across all Properties to ensure that tenants are paid interest on their deposits within 30 days of the end of each tenant’s 12-month rental period;

(6.5.b) Implement/optimize procedures unified across all Properties to ensure that new tenants are advised in their lease of the institution at which their security deposit is held;

(6.5.c) Implement/optimize procedures unified across all Properties to ensure that all tenants are provided with the full, correct, and most recent versions of both the RLTO Summary and the security deposit interest rate summary.

7. ATTORNEYS' FEES AND COSTS OF CLASS COUNSEL

7.1 Defendant agrees not to oppose an application to the Court for attorneys' fees payable to Class Counsel, in the total amount of not more than one-third of the Common Fund Settlement Amount, or \$500,000, plus reasonable expenses and costs. In the event the Court awards Class Counsel fees of less than \$500,000 of the Common Fund Settlement Amount, upon such an order becoming final, the difference will be used to increase the Net Settlement Consideration and shall be distributed by the Settlement Administrator in equal amounts to each Participating Class Member. Should the Court approve less than the requested amount, Class Representative and Class Counsel retain the right to appeal that ruling, but in no event shall such reduction void the Settlement. The application for Attorneys' Fees and Litigation Expenses will be filed with the Court no later than fourteen (14) days prior to the Response Deadline (or the next business day if the Court Clerk's office is closed on such 14th day).

7.2 The Attorneys' Fees and Litigation Expenses will be paid according to Section 10.5 of this Agreement.

8. COSTS OF CLAIMS ADMINISTRATION

8.1. The Claims Administrator will be paid from the Common Fund Settlement Amount for the reasonable fees and costs of administration of the Settlement, currently expected not to exceed Fifty Thousand Dollars (\$50,000). These fees and costs will include, inter alia, the required tax reporting on the Individual Settlement Payments, the issuing of IRS 1099 Forms, distributing the Notice Packet, calculating and distributing the Hill Incentive Award Payment, Attorneys' Fees and Litigation Expenses, and providing necessary reports and declarations.

8.2. Within 5 days of preliminary approval of the Settlement, Defendant shall deposit the sum of \$50,000 with the Claims Administrator to be deemed a partial payment from the Common Fund Settlement Amount and to be applied as payment for the costs of notice and claims administration as referenced herein. Any portion of the Claims Administration funding not used for the purpose of notice or claims administration shall be returned to the Defendant if the Settlement does not obtain Final Approval. If the Settlement obtains Final Approval, said funds not used for the purpose of notice or claims administration shall be designated for use as payment of alternative dispute resolution of any disputes between Defendant and claimants to whom the Defendant has objected, if any. Any monies remaining thereafter shall be distributed to each member of the Settlement Class on a pro rata basis.

8.3. In the event that the costs of administration of the Settlement exceed \$50,000, additional sums as needed may be deducted from the security deposit subclasses A and B up to \$10,000. In no event shall more than \$10,000 be deducted from the security deposit subclasses A and B for this purpose. In the event that the costs of administration of the Settlement exceed \$60,000, additional sums shall be deducted from the attorney fee award to Class Counsel, as may be required.

9. NOTICE PROCEDURE AND CLAIMS

9.1 (a) Information to be Provided by Defendant. Within five (5) days of the Date of Preliminary Approval, Defendant shall provide to the Claims Administrator the following information, about each Class Member:

(1) Name of each adult tenant;

(2) (a) for current tenants, the current Address including the unit # and name by which the Apartment Complex or Building is typically known;

(b) for former tenants:

(i) the HHDC Address at which they resided, including the unit # and name by which the Apartment Complex or Building is typically known; *and*

(ii) the forwarding address, address to which their security deposit was sent, and Last Known Address;

(3) Last Known Telephone Number and/or email address;

(4) last 4 numbers of Social Security number,

(5) dates of birth;

(6) move-in and move-out dates of each tenant residing at the "Premises" as defined above, including multiple address if tenant resided at more than one of the Premises.

(7) Because some class members may vacate the Premises between the time Defendant issues its list of tenants to the Administrator and the time checks are issued, Defendant shall be required to notify Administrator when a tenant vacates the Premises after it issues the information referenced in 9.1(a). Defendant shall do so on an ongoing basis until the final date for issuing checks, upon each instance of a tenant vacating or at least once per week. Defendant shall put into place protocols for being alerted to such instance and for notifying Administrator of the tenant's forwarding address or other contact information within 7 days of a tenant vacating.

(8) If a tenant dies or has died while a resident, Defendant shall additionally provide such information as it has or can reasonably acquire, including date of death, next of kin and contact information, and forwarding address.

9.1 (b) The information provided by Defendant pursuant to Section 9.1(a) shall comply with the following criteria:

- 1) It shall be in the format exemplified by Exhibit C, being an Excel spreadsheet or similar .csv format, or other format requested by the Claims Administrator;
- 2) the list of Class Members shall be grouped (1) first by Premises (building or complex, and (2) second, by unit number;
- 3) it shall be contained within *separate fields for each of the pieces of information specified in section 9.1(a)*
- 4) Defendant shall define each and every street address ascribed and attributed to each Premises, in a separate list if more convenient, such that under a heading for the name of each building or complex, all the address for that building or complex appear.

9.2 Notice to Class Members.

9.2 (a) Not later than thirty-five (35) days following the receipt of said necessary data, (no more than 40 days after Preliminary Approval) the Claims Administrator will send, via U.S. Mail, and email if known to each of the Class Members a Long-Form Class Notice substantially in the form attached and made a part of this Agreement as Exhibit "A." The Claims Administrator will send each mailing to the Last Known Address of each Class Member and comply with the procedures specified in Section 9 of this Agreement. ' Counsel shall maintain a copy of the Class Lists for at least four (4) years from the Effective Date of this Agreement.

9.2(b) Within the same period, the Claims Administrator will also distribute via Press Release to the greater Chicago area. through PR Newswire to its Chicago Region distribution list. a Short-Form Class Notice substantially in the form attached and made a part of this Agreement as Exhibit "B."

9.2(c) Within the same period the Claims Administrator shall establish and maintain a website containing the pertinent information and court documents and include a downloadable claim form. The website location shall be included in all Notices.

9.2(d) Within the same period the Claims Administrator shall establish and maintain a toll-free telephone number to be administered by the Administrator. Questions and inquiries of a legal nature shall be referred to Class Counsel.

9.2(e) The Administrator shall supply pdf's of the Long-form Notice and the Claim Form to the Defendant. Defendant shall make paper copies of both documents available in each Property's management office to be distributed to any tenant upon request, through the Final Approval.

9.3 Updating Last Known Addresses of Class Members. Prior to mailing the Class Notice to each Class Member, the Claims Administrator will undertake a Reasonable Address Verification Measure to ascertain the current accuracy of the Last Known Address for each Class Member, which will be to:

- (1) receive the last known Addresses and social security numbers of Class Members from Defendant;
- (2) run that list through the United States Postal Service's National Change of Address database.

9.4 Opting-Out and Claim disputes.

9.4 (a) Opting-Out Subject to Court approval. The Administrator shall provide a procedure whereby Class Members may request exclusion within 45 days of the date of mailing ("Response Deadline"). The Notice will inform class members that they have the right to participate in the settlement. The Notice will inform Class Members that to exclude themselves from the Class they must submit a written request for exclusion that (1) include the person's name, address, and telephone number; (2) states that the person "requests exclusion from the Settlement Class"; (3) states the date during which the person was a tenant at the Premises and the unit number(s) in which the person was a tenant; and (4) is signed by the person or the person's representative. All requests for exclusion must be returned to the Claims Administrator's address provided in the Notice, and must be postmarked on or before the Response Deadline. Any Class Member who properly requests exclusion using this procedure will not be entitled to any payment from the Settlement and will not be bound by the Settlement or have any right to object to, appeal regarding, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion on or before the Response Deadline date will be bound by all terms of the Settlement and Final Approval Order, regardless of whether they ineffectively or untimely request exclusion from the settlement. 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 unit.

9.4 (b). Defendant's records will be presumed determinative with respect to whether each Class Member is a qualified Class Member and for determining the calculation of the Individual Settlement Payment for each Participating Class Member.

9.4 (c). Any persons who are not included in the Notice list created from Defendant's data but who believe they are entitled to be a qualified Class Member may complete a Claim Form found on the website or mailed to them pursuant to a written or oral request to the Claims Administrator. Said claim form must be returned by the Response Deadline and shall be adjudicated per section 9.4(e)

9.4 (d) Any persons who receive a Notice but disagree with the information ascribed to him or her in the Notice, may call or email the Claims Administrator and attempt an informal resolution. Alternatively, or cumulatively, such persons may complete a claim

form found on the website or mailed to them pursuant to a written or oral request to the Claims Administrator. Said claim form must be returned by the Response Deadline, and shall be adjudicated per section 9.4(e)

9.4 (e) Review of Claim Forms submitted pursuant to sections 9.4(c) and 9.4(d). The Settlement Administrator shall be responsible for reviewing the claims and the Claim Forms submitted pursuant to sections 9.4(c) and 9.4(d) to determine the claim's validity. The Settlement Administrator may reject a Claim Form, or any part of a claim for a payment reflected therein, that is invalid. In addition, the Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to comply with the instructions thereon or the terms of this Agreement, after giving the claimant a reasonable opportunity to provide any requested missing information. All claims made by a Claim Form must include written evidence including at minimum a written lease agreement for the relevant period or—for Subclasses A and B only—a security deposit receipt from the landlord during the relevant period. In no event shall any Claimant or Settlement Class Member have more than fourteen (14) days after being noticed by the Settlement Administrator of any question or deficiency in the submitted Claim Form to answer such question or cure such deficiency. The Administrator may request court adjudication of any claims, in which cases Administrator may submit said claims and evidence through Plaintiff's counsel to the court no later than 14 days prior to the date set for Final Approval Hearing.

9.4 (f) Within ten (10) days after the expiration of the Response Deadline, The Claims Administrator will notify Class Counsel and Defendant's Counsel of the number of Class Members who have opted out of the Settlement. Within ten (10) days after the expiration of the Response Deadline, the Claims Administrator will provide a list of Participating Class Members to Defendant's Counsel and Class Counsel. Within twenty-five (25) days after the expiration of the Response Deadline, the Claims Administrator will provide an updated listing of claims data and an updated list of Participating Class Members reflecting Class Members who received a remailed Class Notice pursuant to Section 9.4 of this Agreement.

9.4 (g) In the event that ten percent (10%) or more of all Class Members request exclusion (opt-out) from the Settlement Class by submitting valid and timely requests for exclusion, Defendant will have the right, but not the obligation, to revoke and terminate this Agreement in its entirety, and must do so by filing Notice of such election with the court, with copy to Plaintiff, within 18 days after the Response Deadline. Should Defendant elect to terminate the Settlement under this paragraph, Defendant will bear all costs of administration incurred through the date of its election.

9.5 Date of Mailing and Re-Mailing of Notice. If a Class Notice is returned by the United States Postal Service to the Claims Administrator with a forwarding address for the

recipient, the Claims Administrator will promptly re-mail the notice to that address and the forwarding address will be deemed the Updated Address for that Class Member. In the event that subsequent to the first mailing the Notice is returned by the United States Postal Service to the Claims Administrator without a forwarding address (i.e., the address is no longer valid and the envelope is marked "Return to Sender"), the Claims Administrator will promptly conduct a "standard search," sometimes called "Skip Traces" or "Credit Header" searches, to locate a better address. If a better address is found, the Claims Administrator will promptly re-send the Class Notice.

9.6 Objection Procedures. Any Class Member, other than Class Members who validly and timely request exclusion, who wishes to object to the Settlement must file a written objection with the Clerk of the Court, and serve copies of the written objection to Class Counsel and counsel for Defendant, by the Response Deadline. The date of delivery to Class Counsel and Defendant's Counsel of the written objection is deemed to be the date the objection is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Unless otherwise ordered by the Court, Class Members will not be entitled to speak at the Final Approval Hearing unless they have submitted a timely written objection pursuant to this subsection and provided notice of their intention to appear and be heard at the Final Approval hearing. Class Members who have properly and timely submitted objections may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense. Class Members who opt out of the Settlement will have no standing to object or comment on the Settlement.

9.7 No person shall have any claim against Defendant, Defendant's Counsel, Class Representative, Class Counsel, or the Claims Administrator based on any claim that a Request for Exclusion was not received in a timely manner.

9.8 At no time shall any of the Parties or their counsel encourage any Class Member to object to the Settlement Agreement or encourage any Class Member to submit a Request for Exclusion from the Settlement Agreement.

10. PAYMENT OF SETTLEMENT PAYMENTS, ATTORNEYS' FEES, AND LITIGATION EXPENSES

10.1 As a condition of receiving any Settlement Payment under this Agreement, a Class Member must not request exclusion.

10.2 Within ten (10) days after the expiration of the Response Deadline, the Claims Administrator will notify Defendant's Counsel and Class Counsel of the Individual Settlement Payment for each Participating Class Member.

10.3 The Claims Administrator will be responsible for mailing payments to the Participating Class Members, as well as issuing payment of the Hill Individual Claims Settlement Payment, the Hill Service Award Payment, Attorneys' Fees and Litigation Expenses.

10.4 Not later than five (5) days following the Effective Date, Defendant will provide the Claims Administrator with the Common Fund Settlement Amount (less the amount already funded pursuant to Section 8.2 above) by bank wire transfer, which will be deposited by the Claims Administrator into a segregated account.

10.5 Within 10 days of the Administrator's receipt of the Common Fund Settlement Amount, Administrator shall pay the approved Attorney fees and Litigation Expenses to Plaintiff's counsel in a manner directed by Class Counsel, provided that a completed W-9 form has been received by the Administrator.

10.6 Not later than thirty (30) days following the Effective Date, the Claims Administrator will mail to each Settlement Class Member a check in the amount(s) calculated pursuant to Section 6.2 of this Agreement.

10.7 The Claims Administrator shall issue each check to only one person, consistent with Section 6.2 above unless multiple persons are identified in Defendant's records as co-tenants of a single tenancy, in which event each person of such co-tenancy shall be issued a separate check, sharing equally among themselves the amount to which such tenancy is entitled under the terms of this Settlement. However, if all of the Class Members for a given tenancy submit a written, notarized request for payments to be divided unequally among or between the co-tenants of a single tenancy, the Claims Administrator shall issue checks according to the instructions in said form. The form shall be included on the website with all other notice and claim forms, but will not be included with the notice package to tenants.

10.8 Any checks issued to Participating Class Members will remain negotiable for a period of one hundred eighty (180) days from the date of mailing.

10.9 Not later than twenty (20) days following the Effective Date, the Claims Administrator will pay to Dorothea M. Hill the Hill Service Award Payment.

10.10 Remaining Funds. The purpose of this remaining-funds provision is to provide additional broad-based benefits to the tenants of Defendant's properties which are the subject of this Class Action, as directly as possible. Within 7 days of the expiration of the 180-day period described in section 10.8 for uncashed checks, any funds remaining in the Net Settlement Consideration will be distributed by Administrator to a non-profit entity established by Defendant, and the funds used for the purposes of establishing and/or enhancing common-area tenant services, facilities and equipment, such as computer labs and community rooms, establishing computer learning centers at certain locations that will offer online educational, resume writing and job preparation programs, and for enhancing services and programs at senior properties. The funds shall be employed at the discretion of Defendant, but subject to court approval and the following qualifications and conditions:

- a) All funds shall be used for the benefit of tenants of the Defendant's Chicago-based apartment properties;

- b) All funds shall be used within 120 days of receipt, unless Defendant petitions the court for additional time, for good cause;
- c) A list of specific potential uses shall be identified and submitted to Plaintiffs' counsel and the court at least fourteen (14) days prior to the date of final approval;
- d) Defendant shall establish a non-profit entity at least fourteen (14) days prior to the date of final approval, and provide notice to Plaintiffs' counsel;
- e) Defendant shall provide a detailed Accounting to Plaintiffs' counsel with receipts and invoices for items purchased along with photographs and any other documentation to support the proper use of the funds in furtherance of the aims stated herein;
- f) The court shall set a date after the 120-day period referred to in sub-section (b) to review the expenditures made;
- g) Plaintiffs' counsel shall have the opportunity to object in writing to the use of said funds;
- h) A finding of the court that Defendant failed to properly make use of the funds shall result in the disgorgement and return of up to 100% of the residual funds received by Defendant, at the court's discretion, and Defendant HHDC shall pay back to Administrator those funds which the court directs, within 7 days of the court's order, or as the court may otherwise order.

To any extent this arrangement is not approved by the Court, and to the extent of any funds are disgorged or ordered to be returned to the Administrator by Defendant, those remaining funds will be distributed as cy pres to Chicago Bar Foundation, a Chicagoland non-profit legal organization that funds many of the pro se help desks assisting tenants in need.

Except as otherwise provided in this Agreement, no money remaining in the Net Settlement Consideration shall revert to or otherwise be paid to Defendant or any insurance carrier(s).

11. RELEASED CLAIMS

11.1 Settlement Class Release. On the Effective Date, the Participating Class Members, on behalf of themselves, and each of their heirs, representatives, successors, assigns, and attorneys, compromise, release, resolve, relinquish, discharge and settle each and all of the Released Parties (as defined herein) from each of the Released Claims. In addition, on the Effective Date, each and every Participating Class Member and all successors in interest will be permanently enjoined and forever barred from prosecuting any and all Released Claims against the Released Parties. Each Participating Class Member will be deemed to have waived his or her right to assert a Released Claim in any lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against the Released Parties. The Release as to Subclasses A and B concerning the 65th Infantry Regiment Property is provided based on the Defendant's representation that said

Building did not take security deposits during the Settlement Class Period, and is exempted if said representation is untrue.

11.2 Individual Release by DOROTHIENE M. HILL. With the sole exception being the enforcement of this Agreement, DOROTHIENE M. HILL release, acquit and forever discharge the Released Parties from any and all liability that exists or may exist from the beginning of time through the Effective Date. This release extends to all claims or causes of action of any kind against the Released Parties, including, but not limited to, all claims or causes of action against the officers, directors, agents, and attorneys of the Released Parties. This Release extends to all claims or causes of action, including without limitation claims for breach of contract, lost income, injury to the person, mental anguish and suffering, emotional distress, punitive damages, or for any losses or damages of any and every kind or nature whatsoever, whether now known or unknown. If Dorotheine M. Hill hereafter sues or commences an action of any kind against any Released Party for the purpose of asserting any claims that are released under this Agreement, this Agreement shall be and constitute a complete defense thereto and such Released Party shall, in addition to all other remedies, be entitled to recover damages (which shall include reasonable expenses and attorneys' fees) and/or to receive a declaratory judgment and/or an injunction against conduct or litigation which violates or threatens to violate this Agreement.

11.3 Individual Release by Defendant. With the sole exception being the enforcement of this Agreement, Defendant hereby releases, acquits and forever discharges DOROTHIENE M. HILL from any and all liability that exists or may exist from the beginning of time through the Effective Date. This release extends to all claims or causes of action of any kind against the Released Parties, including, but not limited to, all claims or causes of action against the attorneys of DOROTHIENE M. HILL. This release extends to all claims or causes of action, including without limitation claims for breach of contract, lost income, injury to the person, mental anguish and suffering, emotional distress, punitive damages, or for any losses or damages of any and every kind or nature whatsoever, whether now known or unknown.

If Defendant thereafter sues or commences an action of any kind against DOROTHIENE M. HILL for the purpose of asserting any claims that are released under this Agreement, this Agreement shall be and constitute a complete defense thereto and DOROTHIENE M. HILL shall, in addition to all other remedies, be entitled to recover damages (which shall include reasonable expenses and attorneys' fees) and/or to receive a declaratory judgment and/or an injunction against conduct or litigation which violates or threatens to violate this Agreement.

12. MOTION FOR COURT APPROVAL

12.1 Unopposed Motion for Preliminary Approval. As soon as practicable, Class Representative will file: (i) this Agreement, including all attached exhibits; (ii) a noticed motion seeking the Court's preliminary approval of this Settlement ("Motion for Preliminary Approval"); (iii) a proposed Preliminary Approval Order including an order setting a hearing for final approval; and (iv) any other documents consistent with the

Settlement and reasonably necessary to obtain the Court's approval of the Settlement. The Parties will ask the Court to maintain jurisdiction of this matter for the purpose of monitoring compliance with and performance under this Agreement and any and all orders and judgments, including the Judgment (defined below) entered by the Court.

12.2 Motion for Final Approval. The Parties will request that the Motion for Final Approval be set for hearing at least thirty (30) days after the last day of the Response Deadline (including if extended by Section 9.4) or as soon thereafter as the Court's calendar allows. At least fourteen (14) days prior to the Final Approval Hearing (subject to Court approval), Class Representative will file a Motion for Final Approval, Memorandum of Points and Authorities in Support of the Settlement, and any other documents consistent with the Settlement and reasonably necessary to obtain the Court's final approval of the Settlement.

13. COOPERATION

13.1 The Parties will cooperate fully with one another in seeking approval of the Court of the Settlement, including the Exhibits to this Agreement, and to use their respective best efforts to consummate the Settlement and achieve Final Approval. The Parties therefore agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related documents, seek all necessary Court approvals, and do all other things necessary to consummate the Settlement. All Settlement-related documents, including, but not limited to, this Agreement and all attached exhibits, must be acceptable in both form and content to each of the Parties. In the event that the Parties are unable to reach agreement on the form or content of any documents needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court. The Parties further agree that all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

13.2 No Party to this Agreement will seek to evade his or its good faith obligations to seek approval and implementation of this Settlement by virtue of any ruling, order, governmental report or other development, whether in the Lawsuit, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses or their relative bargaining power with respect to negotiating. The Parties and their respective counsel of record deem this Settlement to be fair and reasonable and have arrived at this Settlement in arms-length negotiations taking into account all relevant factors, present or potential.

13.2 The Parties agree to use their best efforts to carry out the terms of this Settlement. The Parties and their counsel will not solicit or otherwise encourage Class Members to submit written objections to the settlement or requests for exclusion from the settlement, or encourage Class Members to appeal from the Court's Final Approval Order.

14. MISCELLANEOUS PROVISIONS

14.1 Representation by Counsel. All of the Parties have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel.

14.2 Any communication about the Settlement to Class Members prior to the court approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice.

14.3 Extension of Deadlines by Reason of Actions of the Class Administrator. In the event the Class Administrator fails to meet any of the deadlines set forth herein, such failure shall not be grounds for termination of this Agreement, but instead all deadlines thereafter shall be re-set commensurate with the delay without the need for further notice or order of Court.

14.4 Amendment or Modification. This Agreement may not be modified or amended, except in a writing that is signed by the respective counsel of record for the Parties and approved by the Court.

14.5 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties concerning the subject matter hereof, and supersede and replace all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms will modify, vary or contradict the terms of the Agreement unless made in writing and signed by duly authorized representatives of all Parties and approved in writing by a final order of the Court. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instance will be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition.

14.6 Governing Law. This Agreement will be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws, both in its procedural and substantive aspects, and will be subject to the continuing jurisdiction of the Court. This Agreement will be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted (or was principally responsible for drafting) this Agreement or any specific term or condition thereof.

14.7 Execution and Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and together will constitute one and the same instrument. When each of the Parties has signed at least one such counterpart, this Agreement will become effective and binding as to all of the Parties as of the day and year last written. Fax and/or electronically scanned signatures will be deemed as effective as originals.

14.8 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the

context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

14.9 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

14.10 Binding on Successors and Assigns. The Settlement will be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, spouses, marital communities, executors, administrators and legal representatives. The Agreement and Settlement are not designed to and do not create any third-party beneficiaries either express or implied.

14.11 No Assignment. The Class Representative represents, covenants and warrants that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, cause of action or rights released and discharged in this Agreement. Nothing in this Agreement gives Class Members a right to assign his or her claim to any third party without the express written consent of Defendant.

14.12 Authorization to Enter into Settlement Agreement. Each individual signing this Agreement warrants that he and/or she has the authority and is expressly authorized to enter into this Agreement on behalf of the party for which that individual signs.

14.13 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing terms and conditions by executing this Agreement as of the date indicated below:

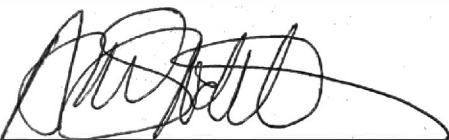
DOROTHIENE M. HILL:

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Dorothiene M. Hill)

Date: 2/05/2020 edit 2021

Attorneys for Plaintiffs DOROTHIENE M. HILL:



Date: 2/5/21

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Hill v HHDC Settlement Agreement 17-CH-07774

Defendant HISPANIC HOUSING DEVELOPMENT CORPORATION, an Ill. Corp. ("HHDC"):



By:

Name: Laura Selby

Title: Executive Vice President/COO

Date: 1/25/2021

Attorneys for HISPANIC HOUSING DEVELOPMENT CORPORATION, an Ill. Corp.
("HHDC"):



Lawrence Brady, Esq.
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Date:

