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B. Allegations:

Plaintiff has alleged that Defendant violated the following duties under the Chicago Residential Landlord-Tenant Ordinance ("RLTO"):

(a) paying tenants annual interest on their security deposit, in violation of §5-12-080(c);

(b) disclosing in the lease the location of the tenant's security deposit in violation of §5-12-080(a)(3);

(c) providing the proper ordinance summary disclosure documents with each annual lease, in violation of §5-12-070. (See Amended Complaint attached as Exhibit A)

C. Additional Background

Most if not all of these units are federally subsidized, and the tenants are low income. Some of the complexes are specifically for elderly or for veterans, and include many with disabilities. This suggests that the tenants historically may not be the most sophisticated and possibly some of the most vulnerable.

Most if not all of the properties typically have waiting lists. The Parties estimate that the turnover rate is approximately 10% over the settlement class period.

The inclusion of 24 separate apartment complexes, with a variety of different property managers, presents a significant challenge in both sheer number and accumulation and determination of the relevant information and documentation. However, the alternative of 24 separate class actions would be an exceptional waste of judicial resources and costs and would also be more difficult to defend.

Nevertheless, the parties have conducted a detailed and thorough factual and

legal examination of the claims as applied to each apartment complex. In addition, Defendant early in the litigation filed an Affidavit from its head property manager asserting that its policies and practices were uniform across all of its properties with respect to the claims made.

D. Defenses:

Defendant has asserted that it did comply with the law, specifically that:

- (a) it did provide an annual interest credit,
- (b) it did provide a copy of the RLTO summary with each lease, and
- (c) it did disclose in the lease where the security deposit would be placed.

Defendant also filed an Affidavit of its head property manager testifying as to its compliance on all matters.

During the negotiations, Defendant presented numerous defense arguments, including the following, which Plaintiff addressed as follows:

(a) Defendant argued the Defendant's ledgers suggested that interest on deposits was indeed paid in many, most or all cases. Plaintiff's position was that, even if so, it may not have been paid at the appropriate time and in the manner required by the Ordinance. Defendant disputed that its actions and practices amounted to violations under the language of the Ordinance, or by the interpreting case law, and that it could be an appealable issue.

(b) Documentation suggested that Defendants in many, most or all cases, did disclose in leases where the security deposit would be held. Even if such cases, Plaintiff's position was that the disclosure was not clear and conspicuous as required. In addition, the parties disputed whether the disclosure requirement applied only to new tenants or also to lease renewals. The relevant RLTO section refers to where the deposit "will be deposited" and does not explicitly refer to lease renewals, as do other RLTO sections.

(c) Defendant argued the documentation suggested that RLTO summaries were provided in many, most or all cases; Plaintiff's position was that, even if so, they may not have the most up-to-date versions, and/or that the separate summary of security deposit interest rates and ordinances was not also given. Defendant disputed that this second, separate summary was required by the language of the Ordinance, or by the

case law, and that it could be an appealable issue.

Defendant brought multiple motions to dismiss on substantive grounds, and has also interposed--formally and informally-- numerous defenses.

E. Recovery for Claims Made

Plaintiff has requested three subclasses be certified, including two alleging different security deposit violations, within different subsections of §5-12-080. The penalty for violating either of those two violations is two times the security deposit, plus attorney fees.

However, because Illinois case law is clear that only one penalty is recoverable, regardless of (a) how many times the violation occurred, and (b) how many different subsections were violated, it would make no difference whether one or two different violations occurred, or whether either subsection was violated more than once during someone's tenancy.

The penalty for third and final claim is \$100.

The average security deposit on hand at these properties is \$350. This feature directly affects the size of the settlement because the settlement is based upon doubling the security deposit. All of the properties except one received security deposits from tenants.

H. Procedural history, discovery and negotiations summary, and other features.

This case was filed on June 1, 2017. Plaintiff also filed a Motion For Class Certification which has not yet been ruled upon.

Upon filing suit, Plaintiff's counsel conducted his own investigation by mailing

letters to each of the tenants. A separate phone hot line was set up from which counsel received hundreds of calls, obtaining additional information from tenants. Counsel also visited with dozens of tenants in-person and obtained documentation from them. He is still in touch with several of these tenants at various buildings.

Many of Defendant's properties have multiple street addresses and many comprise separate buildings. Defendant HHDC has numerous subsidiaries or different ownership entities. The properties were acquired or constructed at various times. Counsel researched and visited numerous apartment complexes in person to investigate which buildings and which physical addresses were part of Defendant's properties, and who managed which buildings.

On November 6, 2017 filed a Motion to Dismiss with an Affidavit from its head property manager asserting compliance on each claim made by Plaintiff.

In response, Plaintiff filed a Motion to Strike that Affidavit along with a Rule 191(b) Affidavit of counsel, an Affidavit from the Plaintiff contesting the facts asserted, as well as a four-page Affidavit of Mikeil Ratcliff, a former HHDC property manager who also disputed the facts and provided contrary information.

On March 13, 2018, Defendant filed an Amended Motion to Dismiss Pursuant To 2-619 And 2-615 which was briefed, and denied on May 30, 2018.

Through correspondence, Defendant raised several legal and factual objections to various aspects of this case. Those matters were addressed in detailed correspondence and numerous discussions, even if not in formal litigation.

Thereafter, the parties began a significant exchange of documents and

information, both formally and informally. Among other documentation, Plaintiff requested all of the ledgers for each tenant and all the leases and disclosures for each tenant for each year, and each property. Plaintiff provided Defendant with the documentation and information that Plaintiff had conducted on its own.

Counsel for Defendant and counsel for Plaintiff commenced a series of periodic meetings, in person, on numerous occasions in order to review the ledgers and leases with disclosures and discuss compliance. The lawyers also began discussing possible settlement.

During the course of discovery, the Parties have reviewed thousands of pages of documents. At the time of the settlement was reached, Plaintiff had pending a Motion To Compel thousands of pages of additional documentation, as well as a Motion To Compel numerous additional depositions. The parties have reviewed and interpreted ledgers, leases, and other documentation for tenants across 24 apartment complexes in 3 separate alleged violations, meaning they were making a determination as to 72 different categories of alleged violations.

G. Settlement

The parties have now reached a preliminary settlement under which the Defendants will contribute the sum of One Million, Five Hundred Thousand Dollars (\$1,500,000) to a non-reversionary common settlement fund.

The settlement was achieved in October, 2020 following more than 13 hours of live mediation, in two separate sessions, with the Honorable Judge Richard Billik, Jr. (Retired) of ADR Systems. Judge Billik was specifically chosen because research

revealed he has experience in resolving RLTO class-action cases both as a Judge in the Chancery Division and with ADR. In addition to the live mediation, there were numerous follow-up phone calls as well as preparatory phone conferences and discussions in order to make this settlement possible. The settlement figure of \$1.5 million was the figure eventually recommended by Judge Billik and accepted by the parties.

The mediation was paid for by Defendant.

Prior to the mediation sessions, attorneys for both sides discussed a settlement during numerous periodic, in-person, meetings between November, 2019 and March 2020 (Prior to COVID-19). There were no settlement offers prior to the Mediation.

After the Mediation agreement as to the Settlement figure, an additional 3 months were required to fully negotiate additional specific terms of the Settlement.

II. NATURE OF THE LAWSUIT

Chicago enacted the Residential Landlord Tenant Ordinance (RLTO) "to protect and promote the public health, safety and welfare of its citizens, to establish the rights and obligations of the landlord and the tenant in the rental of dwelling units, and to encourage the landlord and the tenant to maintain and improve the quality of housing." Mun. Code Ch. §5-12-010. The RLTO accomplishes these goals by enabling tenants to enforce these rights.

The purpose of §5-12-080 is to help protect the rights of tenants with respect to their security deposits, including the right to receive interest. The Illinois Supreme Court has stated:

In most cases, the amount of interest landlords owe for security deposits is small, too small to warrant litigation against a landlord who refuses to abide by the law. Without the prospect of liability for significant additional damages, landlords would therefore have little incentive to meet their statutory obligations. They could withhold the interest payments with impunity. And many do. Lawrence v. Regent Realty Group, Inc., 754 NE 2d 334, 379- Ill: Supreme Court 2001

Consistent with that intent, Plaintiff brought this action on behalf of herself and those of her fellow tenants, in three counts:

(1) Section 5-12-080(c) of the CRLTO provides:

A landlord who holds a security deposit or prepaid rent pursuant to this section for more than six months, after the effective date of this chapter shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate, determined in accordance with Section 5-12-081 The landlord shall, within 30 days after the end of each 12-month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due.

(2) Section 5-12-080(a)(3) of the CRLTO provides:

The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant. If no written rental agreement is provided, the landlord shall, within 14 days of receipt of the security deposit, notify the tenant in writing of the name and address of the financial institution where the security deposit was deposited. Chicago Municipal Code § 5-12-080(a)(3) (amended July 28, 2010). Under 5-12-080(f) The penalty for violating either section is two times the security deposit:

If the landlord or landlord's agent fails to comply with any provision of Section 5-12-080 (a)-(e) the tenant should be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-080 (Amended February 7,1997) This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

Therefore, if the security deposit is \$1,500, then the penalty is \$3,000. On the other hand, where the deposit is much lower, say \$400, the penalty is \$800.

Only one penalty is allowed, regardless of how many times the same violation occurred, and regardless of how many different subsections of §5-12-080 occurred.

In 2006 in Krawczyk v. Livaditis, the Appellate Court confirmed that both Plambeck v. Greystone Management & Columbia National Trust Co., 281 Ill.App.3d 260, 217 Ill.Dec. 1, 666 N.E.2d 670 (1996), and Szpila v. Burke, 279 Ill.App.3d 964, 216 Ill.Dec. 297, 665 N.E.2d 357 (1996) provide for this singular award in cases of multiple violations of other portions of section 5-12-080. 366 Ill.App.3d 375, 851 N.E.2d 862, 864, 303 Ill.Dec. 675 (2006)

(3) Section 5-12-170 of the RLTO requires Landlords to provide tenants with two separate document disclosures upon rental and also upon renewal: (1) a copy of the CRLTO summary, and (2) a separate summary of security deposit rights and obligations:

Summary of ordinance attached to rental agreement

The commissioner of the department of planning and development shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. The commissioner shall also, after the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the landlord shall give to the tenant a copy of the summary.

The summary shall include the following language:

“The porch or deck of this building should be designed for a live load of up to 100 pounds, per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.”

If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of the written notice. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred, he shall be entitled to recover \$100.00 in damages. (emphasis added).

Thus, the penalty per tenant for a violation—no matter how many years of violations, or how many ways this section is violated-- is \$100.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Class Definitions.

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 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 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 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.

Each of the tenants who resided during the relevant period are deemed to fall in these subclasses, without the need to prove that any violations occurred. The Settlement Class Members for each unit are automatically entitled to a share of the

Settlement Fund. Unlike in many class settlements, here the Settlement Class Members do not need to file a claim to receive the benefits of this Settlement. *Compare Security Pac. Fin. Servs. v. Jefferson*, 259 Ill.App.3d 914, 922 (1st Dist. 1994) (settlement required class members to file a claim form to receive benefits).

No sums will revert back to Defendants.

B. Structure of the Settlement Amount.

The Agreement provides that after approval, Defendants shall pay of One Million, Five Hundred Thousand Dollars (\$1,500,000) into the nonreversionary Settlement Fund.

C. Settlement Class Member Benefits.

Class members will include present tenants and those who have moved out, if they were tenants during the Settlement Class Period. Because members of Subclasses A and B can only receive a single penalty, they will be combined for purposes of payment.

Based on 1,890 residential units, the gross settlement provides a recovery of \$793 per unit, before accounting for fees, costs and service award. *That is virtually 100% of the maximum allowable recovery, using the average deposit of \$350 times two (= \$700), plus \$100, for a maximum of \$800.* Considering the defenses asserted by Defendant, and disposing of the need for trial and further dispositive motion litigation, it is an excellent result for the Class Members.

Settlement Class Members will receive equal shares after payment of the cost of settlement administration expenses, the attorney fees and expense award, and any class representative service award.

Features of the settlement are as follows and more fully described in the Settlement Agreement (attached hereto as Exhibit B):

- 3 subclasses certified;
- no claim form will be required of tenants, as many are elderly, veterans, or have some disability, and as the vast majority of tenants are current residents of one of Defendant's properties and have lived there for a long time. The parties estimate that 10% of the units have had more than one tenant during the settlement class period;
- The entire amount of the settlement will be distributed and no sums will revert back to the Defendant or its carrier;
- subclass A will include all tenants except for one of the properties (which did not accept security deposits);
- Subclass B includes only new tenants, being those who began their tenancy during the settlement class, as the requirement to disclose the location of the deposit is being interpreted this way by the parties for purposes of settlement and in the absence of any specific case law;
- As discussed above, members of both, or either, subclass A and B receive only one payment regardless, and therefore will be combined for purposes of distributing payment;
- Defendant agrees not to object to a service award of \$7,500, attorney fees of one third of the settlement and estimated administrative costs of \$50,000;
- Members of subclasses A and/or B will equally share 81% of the distributable amount after costs and attorney fees;
- Based upon the estimated amounts, approximately \$940,000 will be distributed to tenants;
- Based upon the estimated amounts, \$763,000, or 81%, will be distributed to subclass A and B members. This is approximately \$404 per unit;
- Based upon the estimated amounts, \$179,000, or 19% of the total, will be distributed to subclass C members, or \$92.36 per unit, which is almost the entire \$100 maximum recoverable for violations;
- only 48 units will not receive payments from both distributions, as the 65th Infantry Regiment property did not accept security deposits and therefore will only receive payment from subclass C;
- As a result, for all units excepts those at one property, total payment per unit is estimated to be \$496.10;
- The actual payment to each *tenant* will be lower than the estimate for each

unit, because of the fact that some units may have had more than one tenancy during the relevant period. The parties estimate an additional 10% of tenants over the total number of units.

- Co-tenants will share one payment equally, unless otherwise agreed. (see Form attached as Exhibit I).

Most class actions under the RLTO are brought for one apartment building.

Plaintiff has essentially brought and litigated 24 separate class-action lawsuits in one.

Doing so has resulted in a savings to everyone including the Defendant, and has taken up that much less of the courts' resources.

The Settlement provides the Settlement Class with a significant portion of the maximum statutory damages available under the RLTO. Given the defenses that have been asserted, plus the fact that the court could choose to award significantly lower statutory damages than the sum negotiated, the results achieved are outstanding.

D. Additional Relief.

In addition to the monetary relief, Defendant has changed and/or optimized its policies and practices as concern the claims in this litigation, such that present and future tenants will benefit by Defendant's present and future compliance with the law.

In addition to the monetary relief to the Settlement Class, the Common Fund Settlement Amount will be used to pay the cost of preparing and sending notice of the Settlement to the Settlement Class, including but not limited to establishment and maintenance of the Settlement website, and the cost of handling and disbursing funds to Settlement Class Members from the Settlement Fund.

The costs of two live Mediation sessions exceeding 13 hours, plus charges for abundant hours of review of submissions, preparation, numerous phone conferences

and follow-ups, estimated to be over \$25,000, have already been paid by the Defendant and will not be an expense to the Class.

E. Compensation for the Class Representative.

Subject to Court approval, Plaintiff shall apply for a service award not to exceed seventy-five hundred dollars (\$7,500) for her service to the class. This is consistent with service awards in other cases. *See, e.g., Fauley v. Metro. Life Ins. Co* 2016 IL App (2d) (2016) (allowing service award of \$15,000 per class service awards) and *Ryan v City of Chicago*, 274 IllApp.3d 916 (1st Dist 1995) (\$10,000 service awards).

Plaintiff has represented the class well and provided important information contributing to the assertion and proof of these claims.

F. Payment of Attorneys' Fees and Expenses.

Plaintiff's counsel will petition the Court for an award of attorneys' fees not to exceed one-third of the Settlement Fund plus reasonable expenses, and the notice to the Settlement Class will inform the Settlement Class of such.

G. Releases.

In exchange for the relief described above, a release is applicable to all Settlement Class Members and releases any and all claims, as more fully set forth in §11 Of the Agreement for claims arising during the Settlement Class Period, which is inclusive of May 1, 2014 through the Date of Preliminary Approval.

Importantly, the release does not affect the rights of any tenant to the return of any security deposit held by Defendant nor does 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.

IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED

Section 2-801 of the Code of Civil Procedure addresses class action complaints and contains the following prerequisites for the maintenance of a class action:

"An action may be maintained as a class action in any court of this State and a party may sue or be sued as a representative party of the class only if the court finds:

- (1) The class is so numerous that joinder of all members is impracticable.
- (2) There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members.
- (3) The representative parties will fairly and adequately protect the interest of the class.
- (4) The class action is an appropriate method for the fair and efficient adjudication of the controversy." 735 ILCS 5/2-801 (West 2000).

The Complaint alleges all the facts contained in this Motion and also alleges that all of these factors have been met. Illinois courts may examine the allegations contained in the complaint to determine if class certification is proper. *McCarthy v. LaSalle National Bank & Trust Co.*, 230 Ill.App.3d 628, 595 N.E.2d 149, 152, 172 Ill.Dec. 86 (1st Dist. 1992). In general, the court "should take the allegations of the complaint as true." *Liberty Mutual Insurance Co. v. Tribco Construction Co.*, 185 F.R.D. 533, 537 (N.D.Ill. 1999).

A. Numerosity.

A class is sufficiently numerous when it is so large that joinder of all members as party plaintiffs would be impracticable. *See Cruz*, 383 Ill. App. 3d at 760. "A class consisting of more than forty members generally satisfies the numerosity requirement." *Chavez v. Don Stoltzner Mason Contr., Inc.*, 272 F.R.D. 450,454 (N.D. Ill.

2011); citing *Barragan Evanger's Dog & Cat Food Co.*, 259 F.R.D. 330, 333 (N.D. Ill. 2009).

The Settlement Class easily clears this low bar because it contains at least 1,900 members.

B. Commonality.

Determining whether issues common to the class predominate over any individual issues requires the court to identify the substantive issues that will control the outcome, assess which issues will predominate, and then determine whether these issues are common to the class." *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill.App.3d 51, 54 (1st Dist. 2007), quoting *Smith v. Ill. Cent. R.R. Co.*, 223 Ill.2d 441, 449 (2006).

This requirement is met here because the substantive issues that control the outcome of this case are whether Defendants' actions violated §5-12-080 and 170 of the RTLO, and whether Plaintiff and the class members are thereby entitled to damages under those sections. The claims of all parties are thus based on the common application of a statute or regulation, and all parties and class members are aggrieved by the same misconduct.

These questions predominate because "the successful adjudication of the Plaintiffs individual claims will establish a right of recovery in favor of the other class members." *S37 Mgmt. v. Advance Refrigeration Co.*, 2011 IL App (1st) 102496 at *P 17 (1st Dist. 2011), citing *Hall v. Sprint Spectrum, L.P.*, 376 Ill.App.3d 822, 831 (5th Dist. 2007).

Moreover, these questions are common because all Settlement Class Members were Defendants' tenants, and were treated the same by Defendant's actions or failures. Early in the litigation Defendant filed an Affidavit from its head property manager Ramonita Ruiz asserting that its policies and procedures are uniform across all the Chicago HHDC properties with respect to the claims made.

Here, the claims are common enough that each of the tenants will be receiving the same amount, except for the one property which did not accept security deposits.

C. Adequacy.

A plaintiff will fairly and adequately represent class members if their interests are aligned, there are no conflicts of interest between them, and his attorneys are qualified, experienced and generally able to conduct the litigation. *See Steinberg v. Chicago Medical School*, 69 Ill.2d 320, 338-39 (1977); *Ramirez*, 378 Ill.App.3d at 56. That is the case here. Plaintiff's and the Settlement Class Members' interests are squarely aligned because their claims arise from the same unlawful practices, and they all seek to recover statutory damages as provided by the RLTO. She has adequately pled her own right to recovery. See Affidavit of Plaintiff attached as Exhibit E.

Moreover, Plaintiff has no individual claims, meaning her claims are perfectly aligned with the class members, and she is not seeking any relief which is additional or antagonistic to those of the class members, so there are no conflicts of interest.

The purpose of the adequate representation requirement is merely to ensure that all class members will receive proper, efficient, and appropriate protection of

their interests in the presentation of the claim. *Gordon v. Boden*, 224 Ill.App.3d 195, 586 N.E.2d 461, 466, 166 Ill.Dec. 503 (1st Dist. 1991).

Class counsel has been litigating RLTO cases on both sides since 2001, including at the appellate level and the bankruptcy courts, and is highly experienced in this field.

D. Appropriateness.

A class action is an appropriate method for fairly and efficiently resolving a dispute when it can "best secure economies of time, effort and expense or accomplish the other ends of equity and justice that class actions seek to obtain." *Ramirez*, 378 Ill.App.3d at 56, *quoting Walczak v. Onyx Acceptance Corp.*, 365 Ill.App.3d 664, 679 (2d Dist. 2006). That test is met here because, as this Settlement demonstrates, it will resolve numerous identical claims in one fell swoop instead of requiring individual litigation of the same claims and issues over and over.

A class action also accomplishes the ends of equity and justice here because the class members are individuals, their claims are relatively small, and there is no reason to think that most or even many of them have the time, energy and wherewithal to try to vindicate their rights on their own. As noted by the First District:

Our courts have recognized that, in a large and impersonal society, class actions are often the last barricade of consumer protection. 1004, 574 N.E.2d at 766.) The consumer class action is an inviting procedural device to address frauds that cause small damages to large groups. When brought by plaintiffs who have no other avenue of legal redress, the consumer class action provides restitution to the injured and deterrence to the wrongdoer. *Gordon v. Boden*, 224 Ill.App.3d 195, 204 (1st Dist. 1991).

Accordingly, a class action is an appropriate method for resolving the claims at issue.

Although this case meets the appropriateness requirement as it is ordinarily applied, it must be noted that the analysis is relaxed here because class certification is being proposed as part of a settlement, and thus trial management considerations are not a factor. *See Amchem Prods, Inc. v. Windsor*, 521 U.S. 591, 620 (1997) ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial") (citations omitted).

Finally, in addition to the above considerations, the Supreme Court has specifically approved of class actions that seek statutory damages. *See Shady Grove Orthopedic Associates, P.A., v. Allstate Ins. Co.*, 130 S. Ct. 1431 (2010). In *Shady Grove*, the Court considered whether a New York state law prohibiting class actions seeking statutory minimum damages precludes a federal court from considering Rule 23 class action status. *Id.* at 1436. The Court held a plaintiff may pursue a class action seeking statutory damages. *Id.* at 1448. The portion of Justice Scalia's opinion joined by three other justices found it "obvious" that plaintiffs may aggregate multiple claims for statutory damages in a class action. *Id.* at 1443. "Such rules neither change plaintiffs' separate entitlements to relief nor abridge Defendants' rights; they alter only how the claims are processed." *Id.* Thus, in responding to the Defendant's argument that aggregation of statutory penalties improperly transforms a dispute over \$500 into a suit for \$5 million, Justice Scalia noted:

[A]ggregate liability, however, does not depend on whether the suit proceeds as a class action. Each of the 1,000-plus members of the putative class could as the Defendant acknowledges, bring a freestanding suit asserting his

individual claim. It is undoubtedly true that some plaintiffs who would not bring individual suits for the relatively small sums involved will choose to join a class action. That has no bearing, however, on [the Defendant's] or the plaintiffs' legal rights. *Id.*

This type of claim is proper as a class action. A tenant who alleges that landlords failed to pay statutorily required interest on security deposits to tenants sufficiently allege a predominant common question for purposes of bringing class action. *McCarthy v. LaSalle Nat. Bank & Trust Co.*, 230 Ill.App.3d 628, 595 N.E.2d 149 (1 Dist.,1992).

That court found that although the class members may have signed separate leases at separate times, they were allegedly harmed in the same manner in a series of similar transactions based on similar documents. Further, should Plaintiff prove the allegation that Defendants failed to pay interest to any of their tenants, it establishes the other class members' right to recover. The court noted that even if each class member is entitled to a different amount of interest which would be determined separately, that fact does not defeat the common question because the damages are statutory. 230 Ill.App.3d at 634. Joinder of all members is impracticable.

V. THE PROPOSED SETTLEMENT IS FAIR AND SHOULD BE PRELIMINARILY APPROVED

A proposed class action settlement should be approved when it is fair, reasonable, and adequate and in the best interests of those who will be affected by it. *City of Chicago v. Korshak*, 206 Ill.App.3d 968, 565 N.E.2d 68, 70, 151 Ill.Dec. 797 (1st Dist. 1990); Certain factors (known as the *Korshak* factors) have been consistently

identified as relevant to the determination of whether a settlement is fair, reasonable, and adequate. The factors are

1. the strength of the case for the plaintiffs on the merits balanced against the relief offered in the terms of the settlement;
2. the defendant's ability to pay;
3. the complexity, length, and expense of further litigation;
4. the amount of opposition to the settlement;
5. the presence of collusion in reaching the settlement;
6. the reaction of members of the class to the settlement;
7. the opinion of competent counsel; and
8. the stage of the proceedings and the amount of discovery completed. *See Korshak, supra*, 565 N.E.2d at 70 – 71.

An examination of these factors should guide the approval or disapproval of a proposed settlement.

Decisions concerning final approval of class action settlements are reviewed for an abuse of discretion. *Gowdey v. Commonwealth Edison Co.*, 37 Ill.App.3d 140, 345 N.E.2d 785, 793 (1st Dist. 1976). "A trial court should not disapprove a settlement nor should its approval be overturned on review unless, taken as a whole, the settlement appears on its face so unfair as to preclude judicial approval." 345 N.E.2d at 793.

Since a settlement is a compromise, the court in approving it should not judge the legal and factual questions by the same criteria applied in a trial on the merits, nor should the court turn the settlement approval hearing into a trial; to do so would defeat the purposes of a compromise such as avoiding a determination of sharply contested issues and dispensing with expensive and wasteful litigation. *GMAC Mortgage Corporation of PA v. Stapleton*, 236 Ill.App.3d 486, 603 N.E.2d 767, 773, 177 Ill.Dec. 697 (1st Dist. 1992):

Here, the proposed Settlement provides a significant recovery for about 2,000 tenants at 24 different apartment complexes.

The Settlement is the product of extensive investigation and evaluation, including:

- Plaintiff counsel's own discussions--both on the phone and in person, with dozens of tenants;
- Examination of Defendant's documentation concerning the claims;
- Hours of arms' length negotiations between experienced counsel over a year
- Over 13 hours of Mediation with retired Judge Bilik of ADR who recommended this settlement;

Considering the defenses in Section I (D) above, this the monetary relief secured for the Settlement Class is substantial and a highly-favorable result considering that the Court could award far less than the maximum at trial.

The total net recovery per unit, after all expenses and fees, is approximately \$496, which is 62% of the maximum recoverable, using the average deposit of \$350.

The claims could arguably be completely defeated if, for example, the Court were to conclude that the Defendant's credit of interest was proper, that it properly disclosed the bank location, and that the RLTO summary disclosures were proper, or any combination of those.

Plaintiff must clear a number of major hurdles to secure relief for the class in the absence of settlement (including contested class certification, summary judgment and trial proceedings), the outcomes of those proceedings are never guaranteed and, even if Plaintiff clears every hurdle, the Court could still render a statutory damages award lower than the Settlement amount.

In the end, when the strengths of the case are weighed against the legal and factual obstacles, the complexity of class action practice and the potential recovery,

there should be no doubt that the Settlement is well within the range of reasonableness. Accordingly, it deserves preliminary approval.

Indeed, the recovery is even more favorable when one discounts the maximum "possible" recovery by the chance of losing at the class certification, summary judgment or trial stages, among other litigation risks.

The Settlement is the product of full knowledge of the material facts. Over a period of over two years, Plaintiff's counsel conducted discovery and held multiple meetings with Defendant's counsel to ensure that Plaintiff obtained full disclosure regarding the number of units involved, the conduct at issue and reasons for it, the maximum potential damages, and the nature and strength of the defenses to class certification and the merits.

Based on the information produced in discovery and otherwise, Plaintiff's counsel is confident in the strength of the claims alleged in the complaint and in Plaintiff's chance of success at the various stages of the case, including trial. Nevertheless, litigation is inherently unpredictable. Defendants are represented by competent and seasoned trial counsel.

VI. THE PROPOSED CLASS NOTICE SHOULD BE APPROVED

Before reaching the final approval stage, due process requires that notice be given to the class members to advise them of the settlement, and give them the opportunity to comment on it or exclude themselves from the lawsuit. See 735 ILCS 5/2-806 (generally requiring "notice as the court may direct."); *Miner v. Gillette Co.*, 87 Ill.2d 7, 15 (1981) (locatable class members must be given notice and chance to opt out); *Fauley*, 2016 IL App (2d) 150236 at *P35-*P36 ("due process requires notice to

be the 'best practicable, 'reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.'"), quoting *Phillips Petroleum Co. v. Shutts*, 472 US. 797, 812 (1985).

Accordingly, the Agreement includes notice procedures designed to directly reach each member of the class to the extent practicable. As part of the Settlement, the Administrator is receiving a detailed mailing list of the Settlement Class Members from Defendant. (See Detailed Notice attached as Exhibit C) The Claims Administrator shall cause notice of the Settlement to be sent via regular mail to each Settlement Class Member, to advise them about the Settlement and direct them to the Website where they can obtain additional information, including how to comment on the settlement or opt out of it. See Section 9 of the Agreement. A short-form Press Release is attached as Exhibit D.

The notice provides Settlement Class Members with a detailed explanation of their options, to enable them to make an informed decision Moreover, the Claims Administrator shall search for a new address for any class member whose notice is initially returned as undeliverable, and re-mail the notice to them. As noted, the Claims Administrator will establish a settlement website that supplements the mail notice with comprehensive information about the Settlement plus a copy of the Complaint, the Settlement Agreement and the Court's Preliminary Approval Order, for Settlement Class Members to review. The notice also provides Settlement Class Members with a toll-free phone number to reach the Administrator to ask questions.

A mailed notice combined with a website for further information is a commonly approved method for giving notice in class settlements. See, e.g. *Fauley*, 2016 ILApp (2d) 150236 at *P37 (notice adequate because it "informed potential class members of the class action's pendency and the opportunity to object to the proposed settlement, and it provided a website containing the notice, preliminary approval order, and proposed settlement."); *Greco*, 2015 U.S. App. LEXIS 20867 at * 1 5 ("all material facts were available to class members because a full copy of the settlement agreement, and the release, were available on a website referenced in the Notice."). In short, the proposed notice plan should be approved.

For those who are not so notified but who feel they should be part of the Class, a Claim Form will be available online and in the management offices and the Administrator will evaluate the claim. (see attached Exhibit H.) The Administrator may also choose to refer certain claims to the court for evaluation.

VII. REMAINING FUNDS FROM UNCASHED SETTLEMENT CHECKS

All net settlement proceeds will be paid to the Settlement Class Members. Because the vast majority of Class Members are current tenants, it is expected that the vast majority of checks will be received and cashed. However, if any checks are uncashed, those funds will be returned to the class members generally (with the Court's approval) through the purchase of equipment and services at Defendant's properties.

Paragraph 10.10 of the Agreement provides that HHDC will establish a non-profit entity 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.”

Strict conditions provide that the plans be disclosed prior to Final Approval, that an accounting be given, and that the funds be used within 120 days, with a return date to examine the results. Plaintiff may file objections in writing, and if the court finds improper use then the funds can be ordered returned to the Administrator and distributed to the Chicago Bar Foundation in compliance with the requirements of the Charitable Trust Act and Solicitation for Charity Act, and has a principal purpose of promoting or providing services that would be eligible for funding under the Illinois Equal Justice Act. 735 ILCS 5/2-807(a) and (b). The CBF meets these criteria. This ensures that no money will revert to Defendants.

VIII. THE MATTER SHOULD BE SET FOR A FAIRNESS HEARING

After adequate notice is given to the Settlement Class, a fairness hearing should be held to confirm that the Settlement is fair, reasonable and adequate. *See, e.g., Fauley*, 2016 IL App (2d) 150236 at *45 and *50; *Fed. Ins. Co. v. Binny & Smith, Inc.*, 393 Ill.App.3d 277, 281 (1st Dist. 2009); *Chicago v. Korshak*, 206 Ill.App.3d 968, 971-72 (1st Dist. 1990). See attached Proposed Final Approval Order attached as Exhibit G.

IX. DEFENDANT DOES NOT OBJECT TO THE RELIEF SOUGHT IN THIS MOTION

Defendants have agreed to the terms of the Settlement and do not object to the certification of the Settlement Class or the granting of preliminary approval of the Settlement.

X. SUGGESTED SCHEDULE

Based on the events that need to take place between the granting of preliminary approval and final approval that are described in the proposed preliminary approval order, Plaintiff proposes the general scheduling outline below for evaluating and concluding this Settlement. (See proposed Preliminary Approval Order attached as Exhibit F).

<i>February 16, 2021</i>	<i>--</i>	<i>Preliminary Approval Order entered</i>
<i>March 29, 2021</i>	<i>[40 days after the date of the Preliminary Approval Order]</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>May 13, 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 (the Response Deadline)</i>
<i>May 31, 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 7, 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>June 22, 2021</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>July 22, 2021</i>	<i>30 days after Final Approval</i>	<i>'Effective date'—Final Approval Order becomes final</i>
<i>August 23, 2021</i>	<i>30 days after Effective Date</i>	<i>Deadline to mail checks</i>
<i>February 23, 2022</i>	<i>180 days (6 months) from mailing date</i>	<i>Last day for Checks to expire</i>
<i>July 13, 2022</i>	<i>More than 120 days (4 months) after checks expire</i>	<i>Defense Report and Accounting on Remaining Funds</i>

XI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court:

- (a) certify the Settlement Class under 735 ILCS 5/2-801;
- (b) appoint Plaintiff Dorotheine Hill as class representative;
- (c) appoint Alexander S. Michalakos of LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C as class counsel,
- (d) enter an order granting preliminary approval of the Settlement and plan for giving notice of it to the Settlement Class, and setting this matter for a fairness hearing; and
- (e) grant such additional relief as deemed just.

Respectfully Submitted,

/s/Alexander S. Michalakos

Alexander S. Michalakos

LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.

LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.

Attorney for Plaintiffs

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Park Ridge, Illinois 60068

(847) 292-9990

fax 312.268.5093

Attorney No.: 44249

alex@parkridgelawyer.net



E-Notice

2017-CH-07774

CALENDAR: 15

To: Alexander Sotirios Michalakos
alex@parkridgelawyer.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
DOROTHIENE M HILL vs. HISPANIC HOUSING DEVLPMNT CORP

The transmission was received on 06/29/2018 at 4:36 PM and was ACCEPTED with
the Clerk of the Circuit Court of Cook County on 06/29/2018 at 4:41 PM.

AMENDED COMPLAINT FILED

Filer's Email: alex@parkridgelawyer.net
Filer's Fax: 312-268-5093
Notice Date: 6/29/2018 4:41:08 PM
Total Pages: 20

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
COOK COUNTY
RICHARD J. DALEY CENTER, ROOM 1001
CHICAGO, IL 60602

(312) 603-5031
courtclerk@cookcountycourt.com

EXHIBIT A

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

AMENDED CLASS ACTION COMPLAINT

NOW COMES **DOROTHIENE M. HILL**, (“Tenant” or “Plaintiff”) individually and on behalf of herself and all those similarly situated as the proposed representative of the class of tenants described herein, by and through attorneys, Law Offices of Alexander S. Michalakos, P.C. and against **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Ill. Corp. (“**HHDC**”), **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**, the Defendants, states as follows:

INTRODUCTION

1. This is an action filed on June 1, 2017 to recover damages for violations of the Chicago Residential Landlord Tenant Ordinance. (Chicago Municipal Code Title 5 Chapter 12) "RLTO" in that, with regard to the Plaintiff and the respective proposed classes Defendants:

- (a) failed to pay interest on the security deposits, (Class A)
- (b) failed to disclose the name and address of the financial institution where the security deposits were being held (Class B), and
- (c) failed to attach an RLTO summary and security deposit law summary upon leasing and renewal (Class C).

DEFENDANTS and THEIR HOUSING PROPERTIES

2. The property commonly known and advertised as "**Damen Courts Apartments**" is an apartment complex with addresses including 2010, 2040, and 2050 W. Jackson Blvd., Chicago, IL 60612 ("Property"), identified by Cook County P.I.N.#s 17-18-118-001-0000 through 7-18-118-028-0000 inclusive plus 17-18-119-013-0000.

3. The Property is a residential apartment complex with approximately 156 units, including 1, 2, and 3-bedroom apartments.

4. The Property also includes a lot of 1,675 square feet with a common address of 2033 West Adams Street, Chicago, IL 60612 with PIN 17181180200000.

5. The Damen Courts Apartments complex consists of multiple three-story apartment buildings and spans the entire city block bounded by Adams and Jackson and by Damen and Hoyne.

6. On April 21, 2016 a special warranty deed was conveyed from **HHDC-**

DAMEN COURT LLC, a Delaware limited liability company with an address of 325 N. Wells St. 8th Floor Chicago IL 60654, to grantee **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation with the same principal business address, for the "Property" in a transfer-tax exempt transaction. The only member of HHDC-DAMEN COURT LLC is HISPANIC HOUSING DEVELOPMENT CORPORATION.

7. On the same day, April 21, 2016, a special warranty deed for the same property was conveyed from the grantor HISPANIC HOUSING DEVELOPMENT CORPORATION to **Damen Court Preservation LP**, an Illinois Ltd. partnership with the same principal business address.

8. On April 1, 2016, and for the same Property, HISPANIC HOUSING DEVELOPMENT CORPORATION issued a loan in the amount of \$1,400,000 to Damen Court Preservation LP and received a mortgage, Assignment of leases and rents, security agreement and financing statement. Signing for both the borrower and lender was the president of each entity, Hipolito Roldan. Signing the mortgage for Damen Court Preservation LP was **Damen Court Preservation, NFP**, and Illinois not-for-profit corporation, its general partner, with the same principal business address, by its president Hipolito Roldan.

9. On April 1, 2016 Damen Court Preservation LP was given a loan in the amount of \$17,500,000 by PNC Bank in exchange for a mortgage, assignment of leases and rents and security agreement.

10. On October 25th 2013, a UCC financing statement amendment was recorded in the name of the debtor **Damen Court Associates LP**.

11. The Cook County Recorder Of Deeds does not contain any ascertainable

deeds recorded concerning the acquisition of the Property by HHDC-DAMEN COURT LLC, nor the Property's alienation from Damen Court Associates LP.

12. On information and belief, in or about September 2014 HHDC or an entity owned or controlled by it acquired the property known as Damen Courts Apartments.

13. During the relevant periods described herein, HISPANIC HOUSING DEVELOPMENT CORPORATION has also been a Landlord of numerous other multi-unit residential buildings or apartment complexes in Chicago including the following (collectively, "the Properties") which comprise 1,812 units as follows:

(a) Teresa Roldán Apartments on Paseo Boricua, 1154 N. Campbell Ave., Chicago, IL 60622, 59 units Waiting List Open

(b) Rev. Daniel Alvarez Apartments 2451 N. Sacramento Ave., Chicago, IL 60647, 41 units, waiting list closed

(c) Plaza Taino Apartments 1111 N. Francisco Ave., Chicago, IL 60622, 60 units, Waiting List Open

(d) Las Moradas Apartments 1307-25 N. California Ave., Chicago, IL 60622, 80 units, Waiting List Open

(e) North & Talman Elderly Apartments, 1600 N. Talman Ave. Chicago IL 60647, 53 units (waiting list open)

(f) North & Talman Family Apartments, 2654 W. North Ave., Chicago, IL 60647, 24 units, waiting list closed

(g) North & Talman III Apartments, 1605 N. Washtenaw Ave., Chicago, IL 60647, 33 units, waiting list closed

(h) Boulevard Court Apartments, 1723-1733 N. Humboldt Blvd., Chicago, IL 60647,

18 units, Waiting List Closed

(i) Buena Vista Apartments, 3040 W. North Ave., Chicago, IL 60647, 36 units,
Waiting List Open

(j) Lathrop Elderly Apartments, 2717 N. Leavitt St., Chicago, IL 60647, 92 units,
Waiting List Open

(k) Diversey Square II Apartments, 3212-26 W. Diversey Ave., Chicago, IL 60647, 48
units, Waiting List Closed

(l) Palmer Square Apartments, 2118-1/2 N. Kedzie Blvd., Chicago, IL 60647 160
units

(m) Palmer Place Apartments, 3301 W. Palmer St., Chicago, IL 60647, 36 units,
Waiting List Open

(n) Logan Vistas Apartments, 2600 N. Kedzie Ave. , Chicago, IL 60647, 49 units,
Waiting List Closed

(o) Armitage Commons Apartments, 3720 W. Armitage Ave., Chicago, IL 60647, 104
units, Waiting List Closed

(p) North & Pulaski Apartments, 3949 W. North Ave., Chicago, IL 60647 72 units,
Waiting List Open

(q) Diversey Square I Apartments, 3300 W. Diversey Ave., Chicago, IL 60647, 196
units, Waiting List Closed

(r) Jorge Hernandez Apartments, 1615-25 N. Kildare Ave., Chicago, IL 60639, 54
units, Waiting List Closed

(s) Cicero & George, 4800 W. George St., Chicago, IL 60641, 70 units, Waiting List
Open

- (t) Central Park Apartments, 4501 N. Central Park Ave., Chicago, IL 60625, 45 units,
Waiting List Open
- (u) Belmont-Cragin, Belmont Cragin, Chicago, IL 21 units
- (v) Continental Plaza Apartments, 1330 W. 76th St., Chicago, IL 60620 292 units,
Waiting List Open
- (w) James Sneider Apartments, 7450 N. Rogers Ave., Chicago, IL 60626, 120 units,
Waiting List Open
- (x) 65th Infantry Regiment , 1045 N. Sacramento Ave Chicago Illinois 60622, 49
units.

14. HISPANIC ELDERLY HOUSING CORPORATION is owned by HHDC and does business as Las Moradas Apartments.

15. Over the two years prior to the filing of the Complaint HHDC has held in trust hundreds of thousands in tenants' security deposits and per its Consolidated Statement of Financial Position as of December 31, 2016 held \$931,344 in tenant security deposits.

GENERAL ALLEGATIONS

16. Plaintiff Dorotheine M. Hill ("Hill") signed a one-year lease for a term beginning June, 2008 for apartment 101 at the Damen Courts Apartments with an address listed as 2050 W. Jackson Blvd.

17. Hill paid a security deposit of \$169 in June, 2008.

18. Since then Hill renewed her tenancy each year.

19. On May 2, 2013 plaintiff entered into a one-year written "Lease Amendment" for the same apartment.

20. The Lease Amendment acknowledged a security deposit on hand of \$169.

21. On the Lease Amendment the owner is listed as **Damen Courts Associates and** the agent is listed as Garfield Asset Management Ltd. with an address of 2040 W. Jackson Blvd., Chicago, IL 60612.

22. HHDC's policies and procedures are uniform among all of the apartment complexes managed by HHDC in the City of Chicago.

23. Defendants had a practice of taking security deposits on all the aforesaid Properties, and all the tenants were required to sign written leases.

24. Pursuant to the Chicago Residential Landlord Tenant Ordinance (RLTO) (Chicago Municipal Code § 5-12-010 et seq.) 5-12-030(b) "Landlord" means the owner, agent, lessor or sublessor, or the successor in interest of any of them, of a dwelling unit or the building of which it is part.

25. Pursuant to RLTO § 5-12-030(c) "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

26. Pursuant to RLTO § 5-12-030 (d) "Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

27. At all times mentioned herein all the Defendants were "landlords" under the RLTO as that term is defined by §5-12-030(b) of the Residential Landlord and Tenant Ordinance ("RLTO") contained in the Chicago Municipal Code.

28. The subject property was at all times relevant to this suit a non-owner-

occupied property and therefore subject to the terms and conditions of the Chicago Residential Landlord Tenant Ordinance. (Municipal Code Title 5 Chapter 12).

POLICIES AND PRACTICES COMPLAINED OF

29. Defendants failed to pay interest on security deposits by cash or rent credit to Plaintiff and the proposed class members.

30. Defendants failed to disclose in the tenants' leases the name and address of the financial institution where the security deposits were being held.

31. Defendants failed to attach or provide to the tenants both the RLTO summary and security deposit law summary upon leasing and upon renewal.

COUNT I – FAILURE TO PROVIDE INTEREST ON SECURITY DEPOSIT
(CLASS A PLAINTIFFS)
VIOLATIONS OF RLTO §5-12-080(c)

1-31. As paragraphs 1-31 of this Count, the Plaintiff realleges the allegations contained in paragraphs 1-31 above.

32. Section 5-12-080(c) of the CRLTO provides:

A landlord who holds a security deposit or prepaid rent pursuant to this section for more than six months, after the effective date of this chapter shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate, determined in accordance with Section 5-12-081. The landlord shall, within 30 days after the end of each 12 month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due.

33. Defendants were thus required to pay Plaintiff interest on the deposit within 30 days of the end of each 12-month period, including in 2015, 2016 and 2017 but failed to do so.

34. Failure to pay interest by cash or by rent credit within the required time-frame violates this section.

35. The penalty for violating this section is two month's security deposit, plus

accrued interest, costs and attorney fees:

36. The CRLTO provides:

5-12-080(f) If the landlord or landlord's agent fails to comply with any provision of Section 5-12-080 (a)-(e) the tenant should be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-080 (Amended February 7,1997) This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

5-12-180 Attorney's Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

Class Allegations-- Class A—Failure To Pay Annual Interest

37. The Plaintiff's Lease Amendment was a standardized form document with boilerplate language into which data was inserted such as name and the amount of the deposit.

38. Upon information and belief, the Defendants used the same form lease for the Plaintiff and all other tenants at the subject matter properties from at least 2014 through the present, and for the other Properties.

39. At least 156 tenants live at the Damen Courts Apartments property, plus at least 1,812 at the other properties, for a total of 1,968. All the properties have waiting lists, some open, some closed, which means all units are currently occupied and never unoccupied for long.

40. The other Chicago tenants of HHDC have also been subjected to the Defendants' violations of RLTO §5-12-080(c); for example, for a tenant who began or renewed a lease on May 1, 2014 Defendants would have to have made an interest

payment between May 1, 2015 and May 30, 2015, but no such payments have been made.

41. Plaintiff brings this claim individually and on behalf of a proposed class. The proposed Class A consists of tenants of Defendants at the Properties who satisfy the following criteria:

- (a) entered into a new rental agreement or renewal on or after May 1, 2014;
- (b) gave a security deposit which was held for more than 6 months;
- (c) were not paid timely interest on the deposit annually in at least one year.

42. The class is so numerous that joinder of all class members is not practicable. There are at least 1,968 members of this class. Plaintiff bases this allegation on the fact that there are 1,968 rental units in these buildings, and there are likely more class members as there may have been more than one set of tenants in a unit during the time period.

43. There are questions of law and fact common to the class, which common questions predominate over any questions relating to individual class members. The predominant questions include:

- (a) Whether Defendants entered into a rental agreement or renewal with a tenant on or after May 1, 2015;
- (b) Whether Defendants received a security deposit from or on behalf of a tenant which they held for over 6 months;
- (c) Whether Defendants paid timely annual interest on the deposits;

44. Plaintiff's claim is typical of the class members. All are based on the same factual and legal theories.

45. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in RLTO and landlord-tenant litigation. Plaintiff has no interests adverse to the other class members.

46. A class action is appropriate for the fair and efficient adjudication of this matter as it would permit a large number of injured persons to prosecute their common claims in a single forum simultaneously and without duplication of discovery, evidence and effort.

47. Individual actions are not economically feasible. Members of that class are likely to be unaware of their rights. In addition, all or at least the vast majority of tenants are of a more vulnerable category, including senior citizens, low-income, and veterans. Class treatment is the only practical means for class members to receive redress given that the individual claims are relatively small in amount.

48. The identity of the class members can be easily ascertained from the books and records of the Defendants, including their copies of the leases, rent rolls, and ledgers, and Plaintiff has a listing of all the units, addresses and many of the tenants' names for all the complexes. HHDC receives millions of dollars from government entities for subsidized housing and is required to maintain detailed records. It uses MRI's Bostonpost Property Manager® software which is designed for subsidized housing management.

WHEREFORE the Plaintiff on behalf of herself and all those similarly situated requests that this Honorable Court grant the following relief:

- (a) certify this cause as a class action;
- (b) appoint Plaintiff as class representative;
- (c) appoint undersigned counsel as class counsel

(d) enter judgment in favor of Plaintiff and the class members and against the Defendants jointly and severally for:

- a. Statutory damages equal to two times the security deposit of each tenant;
- b. Payment of the accrued interest on said deposits;
- c. Attorney fees under Section 5-12-180 plus expenses and costs;
- d. Such other relief as deemed proper.

COUNT II – FAILURE TO DISCLOSE THE FINANCIAL INSTITUTION
(CLASS B PLAINTIFFS)
VIOLATIONS OF RLTO § 5-12-080(a)(3)

1-31. As paragraphs 1-31 of this Count, the Plaintiff realleges the allegations contained in paragraphs 1-31 above.

32. Section 5-12-080(a)(3) of the CRLTO provides:

(3) The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant. If no written rental agreement is provided, the landlord shall, within 14 days of receipt of the security deposit, notify the tenant in writing of the name and address of the financial institution where the security deposit was deposited. Chicago Municipal Code § 5-12-080(a)(3) (amended July 28, 2010).

33. Defendants were thus required to disclose in each of Plaintiff's Leases the name and address of the financial institution where the Plaintiffs' security deposit was being kept.

34. Failure to disclose in each successive lease the name and address of the financial institution where the Plaintiff's security deposit was being kept violates this section.

35. The penalty for violating this section is two month's security deposit, plus interest, costs and attorney fees:

36. The CRLTO provides:

5-12-080(f) If the landlord or landlord's agent fails to comply with any provision of Section 5-12-080 (a)-(e) the tenant should be awarded damages in an amount equal

to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-080 (Amended February 7,1997) This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

5-12-180 Attorney's Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

Class Allegations-- Class B--Failure To Disclose Financial Institution

37. The Plaintiff's Lease Amendment was a standardized form document with boilerplate language into which data was inserted such as name and the amount of the deposit, and had no designated space for the name and address of the financial institution where the deposits were being held.

38. The Defendants used the same form lease for the Plaintiff and all other tenants at the subject matter properties from at least 2015 through the present, and for the other Properties.

39. At least 156 tenants live at the Damen Courts Apartments property, plus at least 1,812 at the other properties, for a total of 1,968. All the properties have waiting lists, some open, some closed, which means all units are currently occupied and never unoccupied for long.

40. The other tenants have also been subjected to the Defendants' violations of RLTO §5-12-080(a)(3).

41. Plaintiff brings this claim individually and on behalf of a proposed class. The proposed Class B consists of tenants of Defendants at the Properties who satisfy the following criteria:

- (a) entered into a new rental agreement or renewal on or after June 1, 2015;
- (b) gave a security deposit which was held for more than 6 months;
- (c) were not provided with a disclosure in each lease of the name and address of the financial institution where their security deposit was being held.

42. The class is so numerous that joinder of all class members is not practicable. On information and belief, there are at least 1,968 members of this class. Tenants base this allegation on the fact that there are 1,968 rental units in these buildings, and there are likely more class members as there may have been more than one set of tenants in a unit during the time period.

43. There are questions of law and fact common to the class, which common questions predominate over any questions relating to individual class members. The predominant questions include:

- (a) Whether Defendants entered into a new rental agreement or renewal with a tenant on or after June 1, 2015;
- (b) Whether Defendants received a security deposit from or on behalf of a tenant which they kept for over 6 months;
- (c) Whether Defendants failed to disclose in each lease the name and address of the financial institution where the security deposits were being held.

44. Plaintiff's claim is typical of the class members. All are based on the same factual and legal theories.

45. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in RLTO and landlord-tenant litigation. Plaintiff has no interests adverse to the other class members.

46. A class action is appropriate for the fair and efficient adjudication of this matter as it would permit a large number of injured persons to prosecute their common

claims in a single forum simultaneously and without duplication of discovery, evidence and effort.

47. Individual actions are not economically feasible. Members of that class are likely to be unaware of their rights. In addition, all or at least the vast majority of tenants are of a more vulnerable category, including senior citizens, low-income, and veterans. Class treatment is the only practical means for class members to receive redress given that the individual claims are relatively small in amount.

48. The identity of the class members can be easily ascertained from the books and records of the Defendants, including their copies of the leases, rent rolls, and ledgers and Plaintiff has a listing of all the units, addresses and many of the tenants' names for all the complexes. HHDC receives millions of dollars from government entities for subsidized housing and is required to maintain detailed records. It uses MRI's Bostonpost Property Manager® software which is designed for subsidized housing management.

WHEREFORE the Plaintiff on behalf of herself and all those similarly situated requests that this Honorable Court grant the following relief:

- (a) certify this cause as a class action;
- (b) appoint Plaintiff as class representative;
- (c) appoint undersigned counsel as class counsel
- (d) enter judgment in favor of Plaintiff and the class members and against the Defendants jointly and severally for:
 - a. Statutory damages equal to two times the security deposit of each tenant;
 - b. Payment of the accrued interest on said deposits;
 - c. Attorney fees under Section 5-12-180 plus expenses and costs;
 - d. Such other relief as deemed proper.

COUNT III-- FAILURE TO ATTACH RLTO SUMMARIES
CLASS C PLAINTIFFS
VIOLATIONS OF RLTO § 5-12-170

1-31. As paragraphs 1-31 of this Count, the Plaintiff realleges the allegations contained in paragraphs 1-31 above.

32. Section 5-12-170 of the RLTO requires Landlords to provide tenants with two separate document disclosures upon rental and also upon renewal: (1) a copy of the CRLTO summary, and (2) a separate summary of security deposit rights and obligations:

Summary of ordinance attached to rental agreement

The commissioner of the department of planning and development shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying. The commissioner shall also, after the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the landlord shall give to the tenant a copy of the summary.

The summary shall include the following language:

“The porch or deck of this building should be designed for a live load of up to 100 pounds, per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.”

If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of the written notice. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred, he shall be entitled to recover \$100.00 in damages. (emphasis added).

(Prior code § 193.1-17; Added Coun. J. 9-8-86, p. 33771; Amend Coun. J. 11-6-91, p. 7196; Amend Coun. J. 5-14-97, p. 45166; Amend Coun. J. 10-1-03, p. 9163, § 4.13; Amend Coun. J. 11-19-08, p. 47220, Art. VIII, § 1; Amend Coun. J. 11-17-10, p. 106597, Art. IX, § 5; Amend Coun. J. 11-26-13, p. 67481, Art. I, § 16)

33. Defendants failed to provide both summaries to Plaintiff upon rental and renewals.

34. Failure to provide both RLTO summaries violates § 5-12-170 of the RLTO.

35. The penalty for violating this section is \$100 in damages plus costs and attorney fees.

36. CRLTO 5-12-180 provides:

Attorney's Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

Class Allegations—Class C--Failure To Attach RLTO Summaries

37. The Plaintiff's Lease Amendment was a standardized form document with boilerplate language into which data was inserted such as name and the amount of the deposit.

38. Defendants used the same form lease for the Plaintiff and all other tenants at the subject matter properties from at least 2015 through the present, and for the other Properties.

39. At least 156 tenants live at the Damen Courts Apartments property, plus at least 1,812 at the other properties, for a total of 1,968. All the properties have waiting lists, some open, some closed, which means all units are currently occupied and never unoccupied for long.

40. The other tenants have also been subjected to the Defendants' violations of RLTO §5-12-170 at least once since June 1, 2015, meaning that they did not receive

both summary documents upon first renting and upon each renewal.

41. Plaintiff brings this claim individually and on behalf of a proposed class.

The proposed Class C consists of tenants of Defendants at the Properties who satisfy the following criteria:

- (a) entered into a new rental agreement or renewal with a tenant on or after June 1, 2015;
- (b) at least once were not provided both RLTO summary documents at the beginning or at renewal of the lease.

42. The class is so numerous that joinder of all class members is not practicable. On information and belief, there are at least 1,968 members of this class. Tenants base this allegation on the fact that there are 1,968 rental units in these buildings, and there are likely more class members as there may have been more than one set of tenants in a unit during the time period.

43. There are questions of law and fact common to the class, which common questions predominate over any questions relating to individual class members. The predominant questions include:

- (a) Whether Defendants entered into a new rental agreement or renewal with a tenant on or after June 1, 2015;
- (b) Whether Defendants at least once failed to provide both RLTO summary documents at the beginning or at renewal of the lease.

44. Plaintiff's claim is typical of the class members. All are based on the same factual and legal theories.

45. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in RLTO and landlord-tenant litigation. Plaintiff has no interests adverse to the other class members.

46. A class action is appropriate for the fair and efficient adjudication of this

matter as it would permit a large number of injured persons to prosecute their common claims in a single forum simultaneously and without duplication of discovery, evidence and effort.

47. Individual actions are not economically feasible. Members of that class are likely to be unaware of their rights. In addition, all or at least the vast majority of tenants are of a more vulnerable category, including senior citizens, low-income, and veterans. Class treatment is the only practical means for class members to receive redress given that the individual claims are relatively small in amount.

48. The identity of the class members can be easily ascertained from the books and records of the Defendants, including their copies of the leases, rent rolls, and ledgers and Plaintiff has a listing of all the units, addresses and many of the tenants' names for all the complexes. HHDC receives millions of dollars from government entities for subsidized housing and is required to maintain detailed records. It uses MRI's Bostonpost Property Manager® software which is designed for subsidized housing management.

WHEREFORE the Plaintiff on behalf of herself and all those similarly situated requests that this Honorable Court grant the following relief:

- (a) certify this cause as a class action;
- (b) appoint Plaintiff as class representative;
- (c) appoint undersigned counsel as class counsel
- (d) enter judgment in favor of Plaintiff and the class members and against the Defendants jointly and severally for:
 - a. Statutory damages equal to \$100 for each violation per tenant;
 - b. Attorney fees under Section 5-12-180 plus expenses and costs;
 - c. Such other relief as deemed proper.

NOTICE OF ATTORNEY LIEN

Please take notice that Plaintiff has retained Law Office of Alexander S. Michalakos on this matter. Said office shall have a claim and lien under the Illinois Attorney Lien Act 770 ILCS 5/1 and for attorney fees under Section 5-12-080 of the Chicago Residential Landlord Tenant Ordinance (Title 5, Chapter 12 of the Chicago Municipal Code), and all retaining lien and common law rights.

Respectfully Submitted,

/s/Alexander S. Michalakos

Alexander S. Michalakos
LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.

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
Attorney No.: 44249
alex@parkridgelawyer.net

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Chancery DIVISION

Litigant List

Printed on 06/29/2018

Case Number: 2017-CH-07774

Page 1 of 1

Plaintiffs

Plaintiffs Name	Plaintiffs Address	State	Zip	Unit #
HILL DOROTHIENE M			0000	
SIMILARLY SITUATED ALL TH			0000	

Total Plaintiffs: 2

Defendants

Defendant Name	Defendant Address	State	Unit #	Service By
HISPANIC HOUSING DEVLPMNT			0000	

Total Defendants: 1

FILED DATE: 2/5/2021 2:36 PM 2017CH07774

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 - LYNDALE 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 Dorotheine 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:

Dorothiene M. Hill

Dorothiene M. Hill)

Date: 2/05/2020

Attorneys for Plaintiffs DOROTHIENE M. HILL:



Date: 2/5/20

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

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



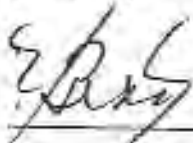
By:

Name: Laura Selby

Title: Executive Vice President/COO

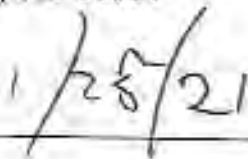
Date: 1/25/2021

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



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

Date:



**If You Resided at a Property Owned and/or Managed by Hispanic Housing Development Corporation (“HHDC”) or an Entity Owned or Controlled by HHDC in Chicago, IL between May 1, 2014 and February XX, 2021,
You Could Get Relief from a Class Settlement.**

An Illinois Court authorized this notice. This is not a solicitation from a lawyer.

- Please read this notice carefully. Your legal rights may be affected whether or not you act.
- This Settlement resolves litigation concerning alleged statutory violations and other allegedly unlawful acts with respect to the proposed Class of individuals who resided in one of the approximately 1,900 units in Chicago, Illinois owned and/or managed by HHDC or an entity owned or controlled by HHDC in the case entitled *Hill, et al. v. Hispanic Housing Development Corporation, an Ill. Corp, et al.* Case No. 2017-CH-07774 (the “Litigation”).
- You may be eligible for payment based on the Settlement of the Litigation.
- The Class consists of three Subclasses: A, B and C. **The amount of your payment will be based on your Subclass.** See below at Question 8 to 10 for specifics. If you received this notice in the mail addressed specifically to you, **please check to see if your Subclass is listed on your mailing envelope.** If you did not receive this notice in the mail with your Subclass designation printed on the mailing envelope, then you will need to submit a Claim Form in order to establish your eligibility for payment. See below at Question 12 for specifics.
- The Court has not expressed any opinion concerning the truth of any allegations or defenses asserted in the Litigation. This notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection with the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
IF YOU RECEIVED THIS NOTICE IN THE MAIL ADDRESSED SPECIFICALLY TO YOU, THEN NO CLAIM IS REQUIRED	If you received this notice in the mail addressed specifically to you with your Subclass designation printed on the mailing envelope, you do <u>not</u> need to submit a Claim Form. This means that you are on the Class List and you will automatically receive a payment from this Settlement.
IF YOU DID NOT RECEIVE THIS NOTICE IN THE MAIL ADDRESSED SPECIFICALLY TO YOU, THEN SUBMIT A CLAIM FORM BY MONTH XX, 2021	Submitting a Claim Form is the only way to receive a payment if you qualify as a Class Member and you did <u>not</u> receive this notice in the mail addressed specifically to you with your Subclass designation printed on the mailing envelope. See Question 12 for specifics.
OBJECT BY MONTH XX, 2021	You can file an objection with the Court explaining why you disagree with the Settlement. See Question 18 for specifics.
GO TO THE HEARING ON MONTH XX, 2021	Ask to speak in Court about the Settlement or by Zoom. See Questions 18 and 20.
EXCLUDE YOURSELF BY MONTH XX, 2021	The only option that allows you to exclude yourself from the settlement and retain your rights against the Defendants. See Questions 13 and 14 for specifics.

These rights and options – **and the deadlines to exercise them** – are explained in this notice. A copy of the Settlement is available online at www.HHDCsettlement.com or by calling **1-800-XXX-XXXX**.

EXHIBIT C

WHAT THIS DETAILED NOTICE CONTAINS?

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BASIC INFORMATION

1. What is this Notice about?

This notice is to inform you about the Settlement that has been reached which may affect your rights, including your right to object to, or exclude yourself from, the Settlement. You have the right to know about the Settlement and about your legal rights and options before the Court decides whether to approve the Settlement.

The Court in charge is the Circuit Court of Cook County, Illinois (Chancery Division). The case is called *Hill, et al. v. Hispanic Housing Development Corporation, an Ill. Corp, et al.* Case No. 2017-CH-07774 (the “Litigation”). The people that sued are called the Plaintiffs, and the companies they sued are called the Defendants (see Question 6).

2. What is the lawsuit about?

Plaintiffs have asserted that the Defendants failed to provide summary copies of the Chicago Residential Landlord and Tenant Ordinance (“RLTO”) to tenants at the Properties listed below in Question 4, and that the Defendants violated certain regulations governing the treatment of security deposits during the Settlement Class Periods. Defendants have denied these allegations and any liability or wrongdoing. The Court has not expressed any opinion concerning the truth of any allegations or defenses asserted in the Litigation.

3. What is a class action?

In a class action, one or more persons or businesses called class representatives sues on behalf of a group or a “class” of others with similar claims. If the Court determines that a case should proceed as a class action, everyone’s claims can be combined into a single proceeding, creating efficiencies for the parties and the courts. In a class action, the court resolves the issues for all class members except those who exclude themselves from the Class.

4. What are the “Properties”?

The Litigation concerns the multi-unit residential buildings or apartment complexes in Chicago owned and/or managed by HHDC or an entity owned or controlled by HHDC (the “Properties”). The detailed list of Properties involved in this litigation can be found online at www.HHDCsettlement.com.

Three property groups have been organized to reflect the alleged RLTO violation(s) that occurred at these locations. These subgroups are as follows:

A. Properties A: Armitage Commons Apartments (“Armitage Commons”), NSP I-Belmont-Cragin (“Belmont-Cragin”), Boulevard Court Apartments (“Boulevard Court”), Buena Vista Apartments (“Buena Vista”), Central Park Apartments (“Central Park”), Cicero & George Elder Apartments (“Cicero & George”), Continental Plaza Apartments (“Continental Plaza”), Damen Courts Apartments (“Damen Courts”), Diversey Square I Apartments (“Diversey Square I”), Diversey Square II Apartments (“Diversey Square II”), James Sneider Apartments (“James Sneider”), Jorge Hernandez Apartments (“Jorge Hernandez”), Las Moradas Apartments (“Las Moradas”), Lathrop Elderly at Water’s Edge Apartments (“Lathrop Elderly”), Logan Vistas Apartments (“Logan Vistas”), NSP II - 3550 Lyndale Apts. (“Lyndale”), North & Pulaski Apartments (“North & Pulaski”), North & Talman Elderly Apartments (“North & Talman I”), North & Talman Family Apartments (“North & Talman II”), North & Talman Phase III Apartments (“North & Talman III”), Palmer Place Apartments (“Palmer Place”), Palmer Square Apartments (“Palmer Square”), Plaza Taino Apartments (“Plaza Taino”), Rev. Daniel Alvarez Apartments (“Rev. Daniel Alvarez”), and Teresa Roldán Apartments on Paseo Boricua (“Teresa Roldán”)

B. Properties B: Armitage Commons, Belmont-Cragin, Boulevard Court, Buena Vista, Central Park, Cicero & George, Continental Plaza, Damen Courts, Diversey Square I, Diversey Square II, James Sneider, Jorge Hernandez, Las Moradas, Lathrop Elderly, Logan Vistas, Lyndale, North & Pulaski,

Properties B (continued) : North & Talman I, North & Talman II, North & Talman III, Palmer Place, Palmer Square, Plaza Taino, Rev. Daniel Alvarez, and Teresa Roldán

C. Properties C: 65th Infantry Regiment, Armitage Commons, Belmont-Cragin, Boulevard Court, Buena Vista, Central Park, Cicero & George, Continental Plaza, Damen Courts, Diversey Square I, Diversey Square II, James Sneider, Jorge Hernandez, Las Moradas, Lathrop Elderly, Logan Vistas, Lyndale, North & Pulaski, North & Talman I, North & Talman II, North & Talman III, Palmer Place, Palmer Square, Plaza Taino, Rev. Daniel Alvarez, and Teresa Roldán

WHO IS INCLUDED IN THE LAWSUIT?

5. Who are the Defendants?

The Defendants are 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.

6. Who is the Class Representative?

The Class Representative, Dorotheine M. Hill, on June 1, 2017 filed the Complaint as the named plaintiff in this Litigation. On June 29, 2018, the Class Representative filed the Amended Complaint asserting claims on her own behalf and on behalf of the putative class under the Chicago RLTO.

7. What are the Settlement Class Periods?

The Litigation concerns tenancies that began or were renewed during the Settlement Class Periods which are defined for each of the subclasses. The Settlement Class Period for the Security Deposit Interest Claims Settlement Subclass (“Subclass A”) is the time period commencing as of May 1, 2014, and continuing through January 15 XX, 2020, which was 13 months prior to the date of the Court’s order granting preliminary approval of the Settlement (“Subclass A Period”). The Settlement Class Periods for both Security Deposit Disclosure Claims Settlement Subclass (“Subclass B”) and RLTO Ordinance Summary Claims Settlement Subclass (“Subclass C”) is the time period commencing as of June 1, 2015, and continuing through February XX, 2021, the date the court granted Preliminary Approval (“Subclass B & C Period”). The Subclasses are defined below in Question 8.

8. How do I know if I am in the Settlement Class?

The Settlement Class is defined by “Tenancy” which refers to a lease of a particular residential unit at one of the Properties owned and/or managed by HHDC (“Premises”) occupied by one or more adult persons 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 (“Tenant”). A tenant can only claim a single Tenancy regardless of how many different units within the same Property or at any Property, at which said tenant resided.

The “**Settlement Class**” consists of three Subclasses defined as follows:

Subclass A shall consist of tenants at “Properties A” who satisfy all of the following criteria:

- i. Entered into a new rental agreement or lease renewal between May 1, 2014 and January XX, 2020;
- ii. Provided a security deposit which was held for more than 6 months; and
- iii. Were not paid interest on the deposit annually, within 30 days after the end of each 12-month rental period, at least once.

Subclass B shall consist of tenants at “Properties B” who satisfy the following criteria:

- i. Entered into a new rental agreement on or after June 1, 2015 through February XX, 2021;
- ii. Provided a security deposit which was held for more than 6 months; and
- iii. 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.

Subclass C consists of tenants at “Properties C” who satisfy the following criteria:

- i. Entered into a new rental agreement or lease renewal on or after June 1, 2015 through February XX, 2021 and
- ii. At least once were not provided both RLTO summary documents at the beginning or at renewal of the lease.

A tenant may qualify to receive two Settlement payments if, and only if, the tenant is a member of Subclass C and is also a member of at least one other subclass. The tenant would receive one payment as a member of Subclass C and another payment as a member of Subclass A or B. Tenants may not qualify to receive more than two payments even if the tenant is a member of all three subclasses. Where more than one tenant resided in the same unit during the same rental period, they are considered “Co-tenants.” Co-tenants are treated as one Tenancy for purposes of this Settlement Agreement and will share equally in the Tenancy’s Settlement share, unless they agree to a different distribution by submitting a written, notarized request as explained in Question 13 below.

THE SETTLEMENT’S BENEFITS

9. What does the Settlement provide?

The proposed Settlement establishes: (a) “Common Fund Settlement Amount” totaling \$1,500,000.00 which includes an estimated \$942,500.00 for “Net Settlement Consideration” and (b) prospective relief.

The Common Fund Settlement Amount will be used to pay class members in this Litigation. The cost to administer the Settlement as well as attorneys’ fees, litigation expenses and payments to the Class Representative will also come out of the Common Fund Settlement Amount (see Question 10). The amount of the Net Settlement Consideration may be diminished by Class Counsel expenses/costs and additional settlement administrative costs.

The Settlement Agreement, including details of the prospective relief, and the papers filed in support of the Settlement are available for review and download at www.HHDCsettlement.com or you can request copies by calling 1-800-XXX-XXXX.

10. How much money can I get?

Members of the Settlement Class (a) who received this notice in the mail with their Subclass designation printed on the mailing envelope, do not need to submit a claim form; or (b) who did not receive this notice in the mail, but submitted a valid, substantiated, and timely claim form, are entitled to a share of the Net Settlement Consideration as a one-time cash payment per Tenancy (“Individual Settlement Payment”) after the Court gives Final Approval to the Settlement Agreement. Each Class Member’s Settlement payment will be calculated based on (1) the subclass(es) to which their Tenancy belongs, (2) the number of participating Tenancies in each subclass, and (3) the number of Co-tenants sharing the individual Class Member’s Tenancy.

Details of the proposed distribution of the Settlement Funds are set forth in the Settlement Agreement, which is available online at www.HHDCsettlement.com. In summary, the Settlement Agreement provides for distribution of the Settlement Funds as follows:

- A. 81% of the Net Settlement Consideration will be divided per Tenancy among all participating Subclass A and all participating Subclass B Settlement Class members;

- FILED DATE: 2/5/2021 2:36 PM 2017CH07774
- B. 19% of the Net Settlement Consideration will be divided per Tenancy among all participating Subclass C Settlement Class members;
 - C. The \$7,500 Service Award will be paid to the Class Representative, Dorotheine M. Hill, in addition to her Class claims;
 - D. The estimated expenses of the Class Administrator are in the amount of \$50,000. In the event that costs and expenses for notice and administration of this Settlement exceed \$50,000, additional sums as needed may be deducted from the consideration described in Question 10.A (80% of the Net Settlement Consideration), up to \$10,000. In the event that the costs of administration of the Settlement exceed \$60,000, additional sums may be deducted from the attorney fee award to Class Counsel;
 - E. Not more than one-third of the Common Settlement Fund, or \$500,000, plus reasonable expenses and costs will be requested by Class Counsel as a one-time cash payout in full and final satisfaction of any and all claims by Class Counsel for attorney fees, expenses, and court costs pertaining to the Litigation. 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 Claims 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.
 - F. Any undistributed Net Settlement Consideration will be paid to a non-profit entity established by Defendant for the benefit of tenants of the Defendant's Chicago-based apartment properties or, if directed by the Court, paid to the Chicago Bar Foundation.

The amount to be paid to each participating member of the Settlement Class will be determined per Tenancy, not per person. In the event multiple persons shared a given Tenancy, the Individual Settlement Payment will be distributed equally amongst all named adults listed on the qualifying new lease agreement or a renewal agreement.

It is currently estimated that each Tenancy will receive a cash payment of between \$400 and \$500 or more; this is only an estimate and those figures may change depending upon the final number of valid Tenancies and Claims.

If you relocate and you fail to promptly notify the Claims Administrator of your new address, this may delay distribution of your Individual Settlement Payment or may result in you not receiving your Individual Settlement Payment.

In the event that ten percent (10%) or more of all Settlement Class Members request exclusion (opt-out) from the Settlement Class by submitting valid and timely requests for exclusion, the Defendants will have the right, but not the obligation, to revoke and terminate the Settlement Agreement in its entirety. Should Defendants elect to terminate the Settlement, then the only payment that the Defendants will make is for costs of administration incurred through the date of its election.

11. When will I get a payment?

Payments will be distributed if the Court grants final approval to the Settlement and after any appeals are resolved. If the Court approves the Settlement after the hearing on MONTH XX, 2021, there may be appeals. We don't know how much time it could take to resolve any appeals that may be filed.

HOW TO GET A PAYMENT CHECK

12. How can I get a payment check?

Settlement Class Members who received this notice addressed specifically to them with their Subclass designation printed on the mailing envelope will receive a payment unless you exclude yourself. See Questions 15 and 16 below about exclusions. Tenants who have vacated the Properties must update their contact information with the Claims Administrator in order to receive payment.

Other claimants, who believe that they are Settlement Class Members but did not receive this notice in the mail addressed specifically to them with their Subclass designation printed on the mailing envelope, will need to complete and return a Claim Form to the Claims Administrator ("Other Claimants"). If you are an Other Claimant and you do not complete a Claim Form, you will not receive any money from the Settlement and you will give up any rights you currently have to separately sue Defendants for the conduct that is the subject of the lawsuit. Claim Forms are available online at www.HHDCsettlement.com, upon request by calling, toll free, 1-800-XXX-XXXX, or by writing to The Notice Company, Inc. at the address below. To be valid, Claim Forms must be mailed and postmarked on or before MONTH XX, 2021, and addressed to:

HHDC Claims Administrator
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043

13. How to submit a request for unequal Co-tenant distributions of the Individual Settlement Payment?

Under the terms of this Settlement, if the Defendants' records identify multiple persons named as Co-tenants of your single tenancy, then each person of such co-tenancy shall be issued a separate check, sharing equally among themselves the amount to which such tenancy is entitled. If all of the Co-tenants for a given tenancy agree to an unequal distribution of that tenancy's Individual Settlement Payment, then the notarized request must be in writing, mailed and postmarked on or before MONTH XX, 2021 to the HHDC Claims Administrator (address above). The notarized letter must contain: (1) the full name of each Co-tenant, (2) the address and residency dates of the tenancy as it appears on the lease, (3) the percentage share that each Co-tenant is requesting (these shares must add up to 100%), (4) signature of each Co-tenant or their representative's signature, (5) dated, and (6) notarized.

14. How can I dispute my Subclass designation?

On the envelope in which this notice was mailed is printed the recipient's Subclass designation. A Settlement Class Member is entitled to dispute the Subclass designation by contacting the Claims Administrator at **1-800-XXX-XXXX**, or by emailing The Notice Company at **admin@HHDCsettlement.com**. Alternatively, you may submit a claim form, along with supporting documentation, **postmarked on or before MONTH XX, 2021**.

RIGHT TO EXCLUDE YOURSELF

15. Who has the right to be excluded?

If you are a member of the Settlement Class and you wish to keep your right to sue any of the Defendants about the claims alleged and settled in this case (*see* Questions 2 and 8), you must exclude yourself ("Opt-out" of the Settlement). **If you exclude yourself, you will not get any money from the Settlement.** You may not submit a Claim Form if you exclude yourself from the Settlement.

16. How do I Opt-out of the Settlement Class?

In order to opt out of the Settlement Class and keep your individual rights, if any, to sue the Defendants, you must send a written request that includes the following:

1. Your full name, current mailing address and telephone number;
2. A statement saying that you “request exclusion from the HHDC Settlement Class”;
3. State the dates during which you were a resident at one or more of the Properties and the unit number in which you were a resident (if you recall this information); and
4. Be signed and dated by you or your representative.

To be valid, exclusion requests must be **postmarked on or before MONTH XX, 2021**, and mailed to:

HHDC Settlement Exclusions
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043

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.

No request for exclusion will be considered valid unless all of the information described above is included. No further opportunity to request exclusion will be given in this Litigation unless ordered by the Court. If you choose to be excluded from the Settlement Class, you are not: (a) entitled to an Individual Settlement Payment as described above; (b) bound by any judgment entered in the Litigation; and (c) precluded by the Settlement from otherwise prosecuting an individual claim against Defendants, if timely, based on the matters complained of in the Litigation.

REMAINING IN THE SETTLEMENT CLASS

17. What am I giving up if I stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, you will have given up your right to sue the Defendants on your own for the claims alleged and settled in this case (*see* Questions 4 and 8) and you will be bound by the Settlement and all subsequent proceedings, orders and judgments in the lawsuit.

The Settlement Agreement describes the released claims in detail, so read it carefully. If you have any questions, you may call the Claims Administrator toll-free number. You may also consult your own lawyer at your own expense. The Settlement Agreement is available upon request.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer representing me?

The Court has appointed Alexander S. Michalakos, Esq., Law Offices of Alexander S. Michalakos, P.C., 1410 W. Higgins Ave., Ste. 204, Park Ridge, Illinois 60068, to represent you as “Class Counsel” for the Settlement Class.

19. How will the lawyers be paid?

Class Counsel will ask the Court for \$500,000 plus reasonable expenses and costs in full settlement of all claims in the Litigation for an award of attorney’s fees, costs, expenses, and any other sum to which Class

Counsel may claim entitlement in the Litigation. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense. Any requests for attorneys' fees or litigation expenses, plus the costs to administer the Settlement, are subject to Court approval.

**OBJECTING TO OR COMMENTING ON THE SETTLEMENT,
PLAN OF DISTRIBUTION, ATTORNEYS' FEES AND LITIGATION EXPENSES,
AND AWARDS TO CLASS REPRESENTATIVES**

20. How do I object or comment on the Settlement?

You may ask the Court to deny final approval by filing an objection to the Settlement Agreement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

You may object to the Settlement Agreement in writing. Written objections should include the following information:

1. Your full name, current mailing address, telephone number, and if you are being assisted by a lawyer, the lawyer's name, address and telephone number;
2. The case name and number of the Litigation (*Hill, et al. v. Hispanic Housing Development Corporation, an Ill. Corp, et al.* Case No. 2017-CH-07774);
3. A statement establishing your membership in the Settlement Class;
4. In clear and concise terms, the legal and factual arguments supporting the objection; and
5. Your signature.

An objection must be submitted to the Court by filing with the Clerk at the link below. eFiling is mandatory in the State of Illinois. **To be valid, objections must be filed with the Court and copies mailed to Class Counsel and Defendants' Counsel such that it is delivered or postmarked on or before MONTH XX, 2021:**

COURT eFile Portal Link	
http://www.cookcountyclerkofcourt.org/NewWebsite/efile-Information-Portal.aspx	
Plaintiffs' Counsel	Defendants' Counsel
Alexander S. Michalakos, Esq. Law Offices of Alexander S. Michalakos, P.C. 1410 W. Higgins Rd., Ste 204 Park Ridge, IL 60068	Lawrence Brady, Esq. Marvin L. Husby, Esq. The Law Offices of Marvin L. Husby III 852 Armitage Ave. Chicago, IL 60614

THE FAIRNESS HEARING

21. When and where will the Court consider the Settlement, the plan of distribution, request for attorneys' fees and litigation expenses, and awards to Class Representatives?

The Settlement Hearing will be held on **MONTH XX, 2021** at XX:XX a.m./p.m., before the Honorable Anna Loftus, Circuit Court Judge, at the Circuit Court of Cook County in the Chancery Division, 50 West Washington Street, Room 2410, Chicago, IL 60602. PLEASE NOTE: Until further notice no court proceedings

are being held in person at the court house; all matters are being heard remotely, via Zoom teleconferencing communication.

The Hearings may be joined online: <https://circuitcourtofcookcounty.zoom.us/j/95535573920>

Or via the Zoom app, Meeting ID: 955 3557 3920 (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.

The Court may adjourn the Settlement Hearing from time to time and without further notice to the Class, so you should either review the website, **www.HHDCsettlement.com** call, toll free, 1-800-XXX-XXXX for current information.

The purpose of the Settlement Hearing will be to determine: (1) whether the proposed settlement, as set forth in the Settlement Agreement, should be approved as fair, reasonable, and adequate to the Members of the Settlement Class; (2) whether the proposed plan to distribute the Settlement Funds is fair, reasonable, and adequate; (3) whether Other Claimants claims qualify as Class members; (4) whether the application by plaintiff's counsel for an award of attorneys' fees and expenses and by plaintiffs for incentive fees should be approved; and, if so, in what amounts; and (5) whether the Judgment, in the form set forth in the Settlement Agreement, should be entered.

22. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend at your own expense. If you file an objection or comment, you don't have to attend the Court hearing to talk about it. As long as you filed your written objection on time, your objection will be presented to the Court for its consideration. You may also pay another lawyer to attend on your behalf, but it's not required.

23. May I speak at the hearing?

Unless otherwise ordered by the Court, you may speak at the Final Approval hearing only if you have submitted a timely written objection as directed in Question 20, above, and you have provided notice of your intention to appear and be heard at the Final Approval hearing. Class Members who have properly and timely submitted objections on or before MONTH XX, 2021 may appear at the Final Approval Hearing, either yourself 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.

GET MORE INFORMATION

24. Where can I get more information?

This notice summarizes the Settlement. Additional information is available online at **www.HHDCSettlement.com** and via a toll-free telephone number 1-800-XXX-XXXX. Copies of certain pleadings are available upon request.

**ALL INQUIRIES CONCERNING THIS NOTICE SHOULD BE MADE TO
THE CLAIMS ADMINISTRATOR OR TO CLASS COUNSEL.
PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE.**

FILED DATE: 2/5/2021 2:36 PM 2017CH07774

You Could Receive Payment from a \$1.5 Million Class Action Settlement If You Resided at a Hispanic Housing Development Corporation (“HHDC”) Property in Chicago, Illinois, between May 1, 2014 and February XX, 2021.

CHICAGO, ILLINOIS Month xx, 2021 /PRNewswire/ -- The following release was issued today by The Notice Company, Inc.:

This notice is provided by order of the Circuit Court of Cook County, Illinois (Chancery Division) in *Hill, et al. v. Hispanic Housing Development Corporation, an Ill. Corp, et al.* Case No. 2017-CH-07774 (“Litigation”).

A Settlement has been reached with the Defendants regarding their alleged failure to provide summary copies of the Chicago Residential Landlord and Tenant Ordinance (“RLTO”) to tenants at HHDC properties and their alleged violations of certain regulations concerning security deposits. Defendants deny these allegations and any liability or wrongdoing. The Court has not expressed an opinion concerning the truth of any allegations or defenses asserted in the Litigation.

You are a “**Settlement Class**” member if, as a result of your tenancy at Defendants’ Properties “A”, “B” or “C” as listed online at **www.HHDCsettlement.com/Properties**, you satisfy any Subclass definition as follows:

SUBCLASS A: Between May 1, 2014 and January xx, 2020, you (i) entered into a new rental agreement or lease renewal at “Properties A”, (ii) provided a security deposit which was held for more than 6 months, and (iii) were not paid interest on the deposit annually, within 30 days after the end of each 12-month rental period, at least once;

SUBCLASS B: Between June 1, 2015 and February xx, 2021, you (i) entered into a new rental agreement at “Properties B”, (ii) provided a security deposit which was held for more than 6 months, and (iii) were not provided with a disclosure in your lease of the name and address of the financial institution where your security deposit was being held;

SUBCLASS C: Between June 1, 2015 and February xx, 2021, you (i) entered into a new rental agreement or lease renewal at “Properties C” and (ii) were not provided, at least once, both RLTO summary documents at the beginning or at renewal of the lease.

Members of the Settlement Class who receive from the Class Administrator a written Notice with their Subclass designation printed on the mailing envelope will automatically qualify and **do not need to submit a Claim Form**. The deadline for requesting exclusion from the Settlement Class, objecting to the Settlement or submitting a Claim Form is MONTH xx, 2021.

To learn how to opt out or object, or to request a Claim Form, visit **www.HHDCsettlement.com** or call 1-800-XXX-XXXX. Complete information is available online. Do not write or call the Court.

EXHIBIT D

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

**AFFIDAVIT OF DOROTHIENE M. HILL
IN SUPPORT OF MOTION FOR CLASS CERTIFICATION**

I, DOROTHIENE M. HILL, certify under penalty of perjury, as provided for by 735
ILCS 5/1-109, that the following statements are true:

1. I am over the age of 18 and the named Plaintiff in this lawsuit.
2. I have personal knowledge of the facts stated herein and, if called upon to
testify to those facts, I could and would competently do so.
3. I understand that this is a proposed class action and that I am the proposed class
representative.
4. I understand that a class action is a lawsuit brought by at least one person on
behalf of a group of people who have been treated in the same or essentially manner by the
defendant.

EXHIBIT E

5. I understand that the proposed class here includes other persons for whom, like me, Defendant failed to (a) pay interest on the security deposit, (b) failed to disclose the location of the deposit, and (c) failed to annually provide the proper RLTO Summary(ies), as described in my complaint.

6. I am willing to be the representative of the class.

7. To my knowledge, I have no interests antagonistic to those of the class members. I believe my interests are entirely consistent with the class members' interests because I seek to remedy Defendants' common violation of our rights.

8. I understand that as a class representative I have the responsibility: a) to consider the class's interests when making any decisions about the case and make all such decisions in the interests of the class, not just my own interests; b) to participate in the case and consult with my counsel about the case; c) and that I may have to testify at a deposition and/or trial and provide documents and information for use in the case.

9. I have arranged for my attorneys to advance all costs of this action, including the cost of notification of the class.

10. I understand that courts have sometimes awarded people money for serving the class representative, but that I am not entitled to any such payment, and that I have not been promised or guaranteed money for being the class representative.

11. I am not employed by, or related to, my attorneys in this matter.

CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he/she verily believes the same to be true.

*Dorothiene M. Hill*Dorothiene M. Hill (Nov 5, 2020 18:46 CST)**DOROTHIENE M. HILL**11/05/2020**Date**

Respectfully Submitted,

/s/Alexander S. Michalakos

Alexander S. Michalakos
LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.

LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.
Attorney for Plaintiffs
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Attorney No.: 44249
alex@parkridgelawyer.net

**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.
Et al**

Defendants

Case No.: 2017-CH-07774

**[PROPOSED] 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 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 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, January 17, 2021.
 - (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 the following criteria:
 - (a) entered into a "new rental agreement" on or after June 1, 2015 through the date of Preliminary Approval, February 16, 2021 (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 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, 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 June 22, 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 7, 2021 (i.e., 25 days after the Response Deadline).

9. Plaintiff shall file his papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before June 7, 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 seven (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 twenty-eight (40) days after entry of this Order, the Settlement Administrator will cause a Settlement Website to become active.

12. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes direct Notice via U.S. Mail, publication, 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 *March 29, 2021* (i.e., 40 days after the entry of this Order).

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 *May 13, 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 – *Dorothiene 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. In light of the COVID-19 pandemic, the Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that that Settlement Class Member desires to opt out of the settlement or otherwise does not want to participate in the settlement. A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or delivered 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>March 29, 2021</i>	<i>[40 days after the date of the Preliminary Approval Order]</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>May 13, 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 (the Response Deadline)</i>
<i>May 31, 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 7, 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>June 22, 2021</i>	<i>[40 days after Response Deadline]; [15</i>	<i>Fairness Hearing/Final Approval</i>

	<i>days after deadline for filing motion and memorandum in support of final approval]</i>	
<i>July 22, 2021</i>	<i>30 days after Final Approval</i>	<i>'Effective date'—Final Approval Order becomes final</i>
<i>August 23, 2021</i>	<i>30 days after Effective Date</i>	<i>Deadline to mail checks</i>
<i>February 23, 2022</i>	<i>180 days (6 months) from mailing date</i>	<i>Last day for Checks to expire</i>
<i>July 13, 2022</i>	<i>More than 120 days (4 months) after checks expire</i>	<i>Defense Report and Accounting on Remaining Funds</i>

It is so ordered.

Date:

Hon. Anna M. Loftus, No. 2102
Circuit Judge, Chancery Division

**EXHIBIT G-
PROPOSED
FINAL
APPROVAL
ORDER**

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 _____, 2021 (hereinafter collectively referred to as "the Class"), and defined as follows:

A. Sub-Class A shall consist of tenants 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, January 17, 2021.
- (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 the following criteria:

- (a) entered into a "new rental agreement" on or after June 1, 2015 through the date of Preliminary Approval, February, 2021
- (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 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, February, 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 _____ 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 _____, ("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:

7. constitutes reasonable and the best practicable notice; (ii) 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 ; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and Illinois law.

Objections, Opt-Outs, and Late Claims

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

9. 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.

10. The Court finds that no one validly requested exclusion from the Settlement Class.

11. . The Court notes that _____ claimants, _____, submitted late claims. However, the Court finds that those _____ claimants are proper class members, and their claims are otherwise valid. Those claims will be granted for the reasons stated by the Court at the Fairness Hearing.

12. The Court finds that the claim form submitted by _____ is invalid for the reasons stated at the Fairness Hearing, and said claim(s) is therefore denied.

13. . The Court finds that the claim forms submitted _____ are defective because _____. Those claims are therefore denied.

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

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

16. 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.

17. 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.

18. 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.

19. 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).

20. 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

21. 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 \$_____, 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) _____ member(s) of the Settlement Class has (have) submitted written objection(s) 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)).

22. Accordingly, Class Counsel are hereby awarded \$_____ 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. Further, Class Counsel are hereby awarded \$_____ 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.

23. The Class Representative, as identified in the Preliminary Approval Order, is hereby compensated in the amount of \$_____ for her service in prosecuting this case on behalf of the members of the Settlement Class and making their recoveries possible.

Releases and Dismissal

24. 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.

25. 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.

26. 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.

27. 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

28. 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.

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

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

31. Pursuant to the terms of the Settlement Agreement and Preliminary Approval Order, this matter is set for _____, 2022 for Report and Accounting on the use of the Remaining Funds.

Date:

Hon. Anna M. Loftus, No. 2102
Circuit Judge, Chancery Division

HHDC Settlement Claim Form

Do you need to submit a Claim Form?

- **NO**, if you received a Notice of Class Settlement addressed specifically to you with your Subclass designation printed on the mailing envelope.
- **YES**, if you qualify as a member of the Class and you did **not** receive a mailed Notice of Class Settlement.

Do you qualify as a Member of the Class?

You are a Class Member if you qualify as a member of one or more of the following Subclasses as a result of your tenancy at any of the properties ("Properties A, B and C") listed on page 2 of this Claim Form:

SUBCLASS A: Between May 1, 2014 and January xx, 2020 [13 months prior to Prelim Approval], you (i) entered into a new rental agreement or lease renewal at "Properties A", (ii) provided a security deposit which was held for more than 6 months, and (iii) were not paid interest on the deposit annually, within 30 days after the end of each 12-month rental period, at least once;

SUBCLASS B: Between June 1, 2015 and February xx, 2021 [Prelim Approval], you (i) entered into a new rental agreement at "Properties B", (ii) provided a security deposit which was held for more than 6 months, and (iii) were not provided with a disclosure in your lease of the name and address of the financial institution where your security deposit was being held;

SUBCLASS C: Between June 1, 2015 and February xx, 2021 [Prelim Approval], you (i) entered into a new rental agreement or lease renewal at "Properties C" and (ii) were not provided, at least once, both RLTO summary documents at the beginning or at renewal of the lease.

This Claim Form & accompanying documentation must be postmarked or returned on or before MONTH XX, 2021.

YOUR NAME (FIRST) (MI) (LAST):	YOUR NAME AT THE TIME YOU RESIDED AT ONE OF HHDC OWNED AND/OR MANAGED PROPERTIES IN CHICAGO, IL ("HHDC PROPERTY") (IF DIFFERENT) (FIRST) (MI) (LAST):
CURRENT MAILING ADDRESS (STREET):	THE ADDRESS, AS IT APPEARED ON YOUR LEASE, OF YOUR HHDC PROPERTY RENTAL (STREET NUMBER, STREET NAME, & UNIT NUMBER):
CURRENT MAILING ADDRESS (UNIT #):	DATES OF WHEN YOU LIVED AT THE HHDC PROPERTY: FROM: To:
CURRENT MAILING ADDRESS (CITY, ST ZIP CODE):	NAMES OF ALL OTHER ADULT PERSONS WHO ARE NAMED ON THE HHDC PROPERTY LEASE WITH YOU (YOUR CO-TENANTS):
DAYTIME PHONE NO.:	IN WHICH SUBCLASS ARE YOU CLAIMING MEMBERSHIP? (CIRCLE ONE OR MORE SUBCLASSES): SUBCLASS A, SUBCLASS B, AND/OR SUBCLASS C
E-mail ADDRESS:	LIST SUPPORTING DOCUMENTS ATTACHED (SUCH AS A SIGNED LEASE):

YOUR CLAIM FORM WILL NOT BE ACCEPTED unless you provide documents that show your residency at the Properties. Examples of acceptable supporting documentation are a copy of your signed lease, recertification documents for HHDC housing, or receipt for your security deposit. Utility bills or bank statements are not sufficient proof of Settlement Class membership.

VERIFICATION

I hereby certify and affirm that I qualify as a member of ☐ Subclass A, ☐ Subclass B and/or ☐ Subclass C (check the appropriate boxes). I declare under the penalty of perjury, 735 Illinois Compiled Statutes 5/1-109, that the information provided in this Claim Form with accompanying documentation is true and correct to the best of my knowledge and belief.

Dated: _____ Signed: _____

Last four (4) digits of your Social Security Number: XXX-XX-_____

THIS CLAIM FORM WILL NOT BE ACCEPTED UNLESS ALL INFORMATION IS PROVIDED,

**HHDC Claims Administrator
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043
claims@HHDCsettlement.com**

EXHIBIT H

SIGNED BY THE CLAIMANT, AND RETURNED TO THE ADDRESS BELOW SO THAT IT IS EMAILED OR
POSTMARKED ON OR BEFORE MONTH XX, 2021:

List of Properties A, B and C

Properties A: Armitage Commons Apartments (“Armitage Commons”), NSP I-Belmont-Cragin (“Belmont-Cragin”), Boulevard Court Apartments (“Boulevard Court”), Buena Vista Apartments (“Buena Vista”), Central Park Apartments (“Central Park”), Cicero & George Elder Apartments (“Cicero & George”), Continental Plaza Apartments (“Continental Plaza”), Damen Courts Apartments (“Damen Courts”), Diversey Square I Apartments (“Diversey Square I”), Diversey Square II Apartments (“Diversey Square II”), James Sneider Apartments (“James Sneider”), Jorge Hernandez Apartments (“Jorge Hernandez”), Las Moradas Apartments (“Las Moradas”), Lathrop Elderly at Water’s Edge Apartments (“Lathrop Elderly”), Logan Vistas Apartments (“Logan Vistas”), NSP II - 3550 Lyndale Apts. (“Lyndale”), North & Pulaski Apartments (“North & Pulaski”), North & Talman Elderly Apartments (“North & Talman I”), North & Talman Family Apartments (“North & Talman II”), North & Talman Phase III Apartments (“North & Talman III”), Palmer Place Apartments (“Palmer Place”), Palmer Square Apartments (“Palmer Square”), Plaza Taino Apartments (“Plaza Taino”), Rev. Daniel Alvarez Apartments (“Rev. Daniel Alvarez”), and Teresa Roldán Apartments on Paseo Boricua (“Teresa Roldán”)

Properties B: Armitage Commons, Belmont-Cragin, Boulevard Court, Buena Vista, Central Park, Cicero & George, Continental Plaza, Damen Courts, Diversey Square I, Diversey Square II, James Sneider, Jorge Hernandez, Las Moradas, Lathrop Elderly, Logan Vistas, Lyndale, North & Pulaski, North & Talman I, North & Talman II, North & Talman III, Palmer Place, Palmer Square, Plaza Taino, Rev. Daniel Alvarez, and Teresa Roldán

Properties C: 65th Infantry Regiment, Armitage Commons, Belmont-Cragin, Boulevard Court, Buena Vista, Central Park, Cicero & George, Continental Plaza, Damen Courts, Diversey Square I, Diversey Square II, James Sneider, Jorge Hernandez, Las Moradas, Lathrop Elderly, Logan Vistas, Lyndale, North & Pulaski, North & Talman I, North & Talman II, North & Talman III, Palmer Place, Palmer Square, Plaza Taino, Rev. Daniel Alvarez, and Teresa Roldán

THIS IS NOT A CLAIM FORM.

HHDC UNEQUAL DISTRIBUTION FORM FOR CO-TENANTS

Do you need to submit an Unequal Distribution Form?

- **NO**, if you are the only occupant of your unit or if you and your Co-tenants would like to equally share your Tenancy's Individual Settlement Payment.
- **YES**, if you and your Co-tenants want payments to be distributed unequally amongst yourselves.

How do you complete this form?

1. Have each Co-tenant complete a row in the table below,
2. Double check that the sum of all Co-tenants' % of Individual Settlement Payments add up to 100%
3. Have each Co-tenant sign this form in front of a notary; and
4. Submit this form along with all applicable claim forms to the Claims Administrator.

This form will only be accepted if it is signed by all Co-tenants, notarized, and returned to the address below so that it is Postmarked on or before MONTH XX, 2021.

Mail to: HHDC Claims Administrator
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043

Your HHDC Address and Unit # in Chicago, IL: _____

Full Name of Each Co-tenant (Print)	Current Tenant (CT) or Former Tenant (FT)	% of Individual Settlement Payment To Be Distributed To Each Class Co- tenant (Must Sum to 100%)	Current Mailing Address (Street Address, Unit #, City, State, Zip Code)	Signature of Each Co-tenant
1.		_____ %		
2.		_____ %		
3.		_____ %		
4.		_____ %		
TOTAL	xxxxxxx	100%	xxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxx

VERIFICATION

State of Illinois
County of _____

Signed and sworn (or affirmed) to before me on _____ (Insert Date), by each person listed above, who affirmed that he or she requests the settlement distribution stated above.

Signature of Notary Public (Seal)

My Commission Expires: _____

ONLY COMPLETED FORMS THAT ARE SIGNED AND NOTARIZED WILL BE ACCEPTED FOR UNEQUAL DISTRIBUTION

EXHIBIT I