

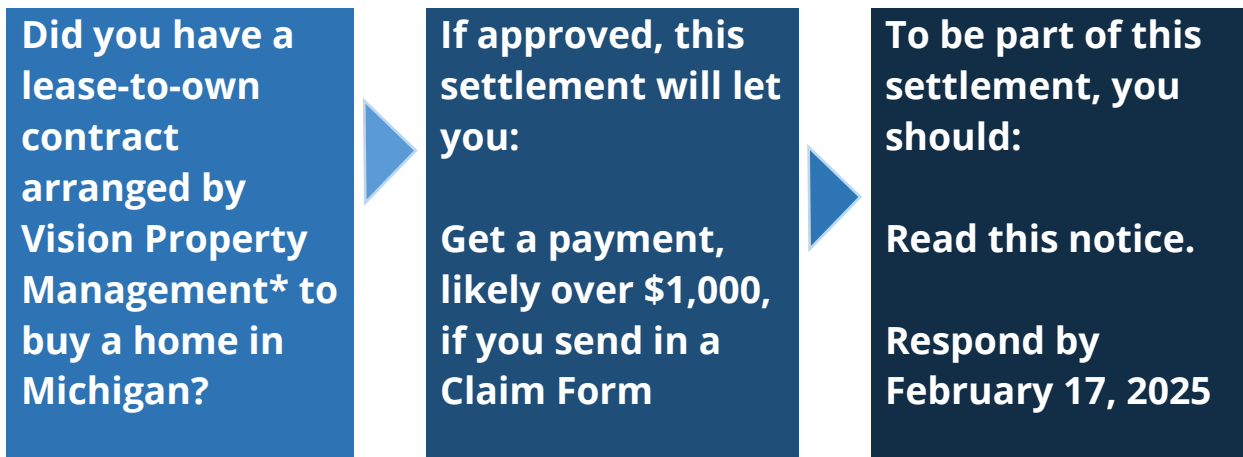


You are not being sued.

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN
Henderson, et al. v. Vision Property Management, LLC, et al., Case No. 2:20-cv-12649

Class Action Settlement Notice

A federal court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you.



*Your contract or records may list another company's name other than Vision, such as: Kaja Holdings, Kaja Holdings II, MI Seven, IN Seven, RVFM 4 Series, Boom SC, Alan Investments, DSV SPV 1, DSV SPV 2, DSV SPV 3, or HOMI Holdings.

Important things to know:

- This notice contains important information, including how to receive payment.
- If you take no action, you will still be included in the settlement, and your rights will be affected.
- You can learn more at: <https://www.visionsettlement.com>; by emailing info@visionsettlement.com; or by calling the Settlement Administrator at (800) 339-3038.
- You can **join a live webinar at 7:00 p.m. CST/8:00 p.m. EST Monday January 6, 2025** to learn more about the settlement and ask questions. A zoom link to join is available at tinyurl.com/VisionWebinar2025. You may also dial-in by calling (646) 876-9923 and entering 867 0415 2114 for the meeting ID.

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit called *Henderson, et al. v. Vision Property Management, LLC, et al.*, about Vision Property Management LLC's lease with option to purchase program.

You received this notice because you may be a member of the group called the "Non-Occupant class." The Non-occupant class are people who (1) signed a contract that was arranged and managed by Vision in the state of Michigan, and (2) are NOT living in the home any longer.

This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights you have, and helps you make informed decisions about what action to take. **Your legal rights will be affected whether you take action or do nothing. Read this entire notice carefully.**

If you are STILL LIVING in the Vision home, contact the Settlement Administrator by calling (800) 339-3038 or emailing info@visionsettlement.com right away. You may be entitled to different benefits.

What are the most important dates?

Your deadline to object or opt out: **February 17, 2025**

Settlement approval hearing: **February 27, 2025**

Your deadline to submit a Claim Form: **February 17, 2025**

How do I weigh my options?

This chart shows what happens with different options, explained more in later pages.

Options	More information about your legal rights and options
Send back a Claim Form	To get money from the settlement, you must mail back the Claim Form included with this Notice or submit the form online at https://www.visionsettlement.com by February 17, 2025. You will be bound by the settlement and you will receive a payment, which is likely to be over \$1,000. See p. 4
Do Nothing	If you do nothing, you will NOT receive any money from the settlement AND you give up your right to sue. See p. 6
Opt Out	Get no payment. Allows you to bring another lawsuit against Settling Defendants about the same issues. See p. 5
Object	Tell the Court why you don't like the settlement by writing to the Settlement Administrator. See p. 6
Go To a Hearing	You may attend a court hearing about the fairness of the Settlement. You are NOT required to attend the hearing. You may only speak at the hearing if you have objected to the Settlement. See p. 7

Learning About the Lawsuit

What is this lawsuit about?

Several individuals who had signed a home purchase contract called a “Lease with Option to Purchase” or “LOP” contract that was arranged and managed by Vision Property Management (“Vision”) filed this class action lawsuit against Vision and several other companies in federal court.

The lawsuit claims that Vision sold homes to residents of Michigan using misleading contracts that did not give buyers the same rights and protections that homeowners usually receive. The lawsuit also claims that Vision unlawfully targeted Black neighborhoods for its contracts. The lawsuit claims that the companies’ actions violated several laws including the Fair Housing Act, the Equal Credit Opportunity Act, the Truth in Lending Act, and the Real Estate Settlement Procedures Act

This Notice does not mean that the Court has found that any of the Defendants have violated the law. By entering into the Settlement Agreement, the Settling Defendants avoid the costs and risks of taking this case to trial. The Settling Defendants deny they did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

<https://www.visionsettlement.com>

What is a class action?

In a class action, one or more people sue on behalf of a group of people who have similar claims. All the people in this group are called Class Members or a Class. One court decides the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge Shalina Kumar is in charge of this class action.

Why is there a settlement in this lawsuit?

In 2024, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the people who brought the case and all members of the Class.

The Court in charge of this case still has to decide whether to approve the settlement. The Settlement becomes final if the Court approves the settlement (and if anyone appeals that decision, after the Court of Appeals approves it).

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money or other benefits to class members.

Learning About the Settlement

What does the settlement provide?

If you signed a LOP contract that was arranged by Vision in the state of Michigan between January 1, 2013 and December 31, 2019, and you are NO LONGER living in the home under that contract, you can make a claim to receive a payment that is **likely to be over \$1,000**. The exact amount you will receive depends how many people send back a Claim Form.

The Settlement Agreement has different benefits for people who are still living in the home. Current Occupants who do not ask to be excluded from the Class may buy their home, sell the home, or move out within a 6-month period. They get a \$2,000 credit and their missed payments are waived through February 28, 2025.

The Settlement Agreement also provides a payment of \$10,000 to each of the Class Representatives for the time and effort they contributed to the case for over four years. The settlement also includes payment and costs to the lawyers and costs for carrying out the settlement as described below. If there is money left over after the claims process is completed, it will be donated to Michigan Legal Services.

All Class Members who do not opt out will release the Settling Defendants from all legal claims related to LOP contracts. This means you give up your right to sue these Defendants over the issues that are part of this lawsuit.

How do I know if I am part of this settlement?

You were identified as a member of the proposed settlement class called the “Non-Occupant Class.” This means you entered into a Lease with Option to Purchase (“LOP”) contract arranged by Vision Property Management in the state of Michigan from January 1, 2013 to December 31, 2019 and are NOT still occupying the property under an LOP Contract.

Your LOP Contract or records may have listed another company’s name other than Vision, such as: Kaja Holdings, Kaja Holdings II, MI Seven, IN Seven, RVFM 4 Series, Boom SC, Alan Investments, DSV SPV 1, DSV SPV 2, DSV SPV 3, or HOMI Holdings.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at (800) 339-3038 or email info@visionsettlement.com.

Sending in a Claim Form

I want to get a payment from the Settlement Fund.

If you wish to receive a payment from the Settlement Fund, you must send back a Claim Form (enclosed) by February 17, 2025.

A fund of \$325,000 is being divided up among the number of households that entered into an LOP contract and that send back a Claim Form.

If two people both signed the same LOP contract for one house, it is OK for just one of them

to submit a Claim Form. If they both submit a claim form, they will each get half of the amount being sent to each LOP household.

Lawyers

Do I have a lawyer in this lawsuit?

All Class Members are represented by lawyers appointed by the Court ("Class Counsel"). Class Counsel represent the interests of the Class and negotiated this settlement for the Class. These lawyers are listed on the last page.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Are the lawyers being paid?

To date, the lawyers for the Class have not been paid any money for their work or the expenses that they have paid for the case. As part of the settlement, the Settling Defendants have agreed to pay no more than \$375,000.00 towards attorneys' fees and costs to reimburse them for their time and expenses spent on this case. Part of those funds will go towards paying the fees and costs of carrying out the Settlement. **You will not have to pay the lawyers directly.**

The attorneys' fees and costs will not affect the benefits to the Settlement Class members and will only be awarded if approved by the Court as a fair and reasonable amount.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive any settlement benefits and cannot object to the settlement. You will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

To opt out of the settlement class, you must complete send a written letter or email to the Settlement Administrator and mail it by February 17, 2025 stating that you wish to opt out of the settlement.

Your letter must include: (a) your name; (b) your address; (c) your email address, (d) your telephone number, and (e) the statement, "[Name] requests exclusion from the Class in Henderson v. Vision Property Management, CASE NO. 20-cv-12649."

Settlement Administrator:
Henderson v. Vision Prop Mgmt
c/o Settlement Administrator
PO Box 23668
Jacksonville, Florida 32241
info@visionsettlement.com
(800) 339-3038

What if happens if I don't opt out?

If you do not send a letter or email to opt out, you will be bound by the Settlement Agreement and give up your right to sue.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the American Legal Claims Services that:

1. Is postmarked by February 17, 2025;
2. Includes the case name and number (Henderson, et al. v. Vision Property Management, LLC, et al., Case No. 2:20-cv-12649)
3. Includes your full name, address, telephone number and email address (if you have one);
4. Includes a statement explaining why you object to the settlement; and
5. Includes your signature.

Mail the letter to the Settlement Administrator:

Settlement Administrator:
Henderson v. Vision Prop Mgmt
c/o Settlement Administrator
PO Box 23668
Jacksonville, Florida 32241

What happens if the Court approves the settlement even though I objected?

If the Court approves the Settlement despite your objection, you will automatically be included in the Settlement Class and you must submit a Claim Form to be entitled to receive the benefits of the Settlement Agreement.

Doing Nothing

What are the consequences of doing nothing?

If you do not return the Claim Form within the time allowed, you will not receive any money from the Settlement Fund AND you will give up the right to be part of any other lawsuit against the Defendants about the same issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found in the Settlement Agreement on the Settlement Administrator's website <https://www.visionsettlement.com>

What happens next in this lawsuit?

Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Federal Building and U.S Courthouse for the Eastern District of Michigan, 600 Church Street, Flint, MI 48502.

When: 1:00 p.m. on February 27, 2025

You don't have to attend, but you may attend. You may also ask the Court for permission to speak at the hearing if you have objected. If the Court does not approve the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to: <https://www.visionsettlement.com>.

Key Resources

How do I get more information?

The complete settlement with all its terms can be found at <https://www.visionsettlement.com>. To get a copy of the settlement agreement or get answers to your questions, contact:

Resource	Contact Information				
Case website	https://www.visionsettlement.com				
Settlement Administrator	Henderson v Vision Prop Mgmt c/o Settlement Administrator PO Box 23668 Jacksonville, Florida 32241 info@visionsettlement.com (800) 339-3038				
Lawyers for the Class	<p>You can reach class counsel by calling the Settlement Administrator at (800) 339-3038 or by email to visionlawsuit@nclc.org</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Sarah B. Mancini Shennan Kavanagh NATIONAL CONSUMER LAW CENTER https://www.nclc.org </td> <td style="width: 50%; vertical-align: top;"> Lorray S.C. Brown MICHIGAN POVERTY LAW PROGRAM https://mplp.org </td> </tr> <tr> <td style="vertical-align: top;"> Bonsitu Kitaba-Gaviglio Daniel S. Korobkin AMERICAN CIVIL LIBERTIES UNION FUND OF MICHIGAN https://www.aclumich.org </td> <td style="vertical-align: top;"> Jennifer A. Holmes Alexandra Sloane Thompson Tiffani Burgess Pilar Whitaker NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC. https://www.naacpldf.org </td> </tr> </table>	Sarah B. Mancini Shennan Kavanagh NATIONAL CONSUMER LAW CENTER https://www.nclc.org	Lorray S.C. Brown MICHIGAN POVERTY LAW PROGRAM https://mplp.org	Bonsitu Kitaba-Gaviglio Daniel S. Korobkin AMERICAN CIVIL LIBERTIES UNION FUND OF MICHIGAN https://www.aclumich.org	Jennifer A. Holmes Alexandra Sloane Thompson Tiffani Burgess Pilar Whitaker NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC. https://www.naacpldf.org
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