

EXHIBIT 1

1. On April 13, 2021, Plaintiffs filed a class action lawsuit in the Circuit Court of Cook County, Chancery Division, naming Autumn Ridge Apartments I, LP, The Ferndale Realty Group, LLC, and Alon Z. Yonatan as defendants.
2. The case was assigned to Judge Allen P. Walker and captioned *Payton v. Autumn Ridge I, LP*, No. 2021-CH-01769.
3. On June 3, 2021, the Court granted Plaintiffs leave to amend the complaint to add The Ferndale Property Management Group, LLC as a defendant. Plaintiff filed their amended complaint on June 4, 2021.
4. On June 25, 2021, the three original Defendants filed an unopposed motion to stay the case pending the outcome of *Cothron v. White Castle* and *McDonald v. Symphony Bronzeville*.
5. The Court granted the motion and stayed the case.
6. Beginning in November 2021, the Parties began to discuss the potential for a class settlement.
7. The Parties were able come to an agreement on the basic terms of a class settlement at the end of August 2022.
8. A terms sheet was signed by all parties on October 21, 2022 reflecting that Defendants (or their insurers) would establish a \$135,000 fund based on an estimated class size of 150 individuals, with the costs of administration and any approved attorneys' fees and costs and incentive awards being paid out of the fund with the remainder distributed *pro rata* to each Class Member without requiring a claim form.
9. Defendants have agreed to provide a signed declaration and documents regarding class size and the method for determining the same.

10. In lieu of injunctive relief, the Defendants have represented that they have either complied with BIPA's informed consent requirements and/or no longer use any biometric time-clock. Further, Defendants represent that they will not transfer or otherwise disseminate any such biometric information or identifiers without informed written consent and will ensure the permanent deletion of any biometric data as required by BIPA.
11. This Settlement represents the Parties' agreement to resolve all matters pertaining to, arising from, or associated with the Litigation, including all Released Claims Plaintiffs and Settlement Class Members have or may have had against Defendants and the Released Parties defined below.
12. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time and expense.
13. Defendants deny all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs or Settlement Class Members have asserted in this Litigation or may in the future assert. Despite Defendants' belief that they are not liable for, and have good defenses to, the claims alleged in the Litigation, Defendants desire to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement

or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

14. Following arm's-length negotiations, the Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
15. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.
16. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and dismissed with prejudice, on the following terms and conditions.

II. DEFINITIONS

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

17. “Administrative Expenses” shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with Settlement Class Members, evaluation of claims, and disbursing payments to the proposed Settlement Class Members.
18. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the settlement class, as defined in Paragraph 18 of this Agreement, who does not timely elect to be excluded from the Settlement Class.
19. “Class Counsel” shall mean Michael Drew of Neighborhood Legal, LLC; and Celetha Chatman and Michael Wood of Community Lawyers, LLC.
20. “Class Period” shall mean August 11, 2016 through the date of preliminary approval of the Class Settlement.
21. “Counsel” or “Counsel for the Parties” shall mean both Class Counsel and Defendants’ Counsel, collectively.
22. “Court” shall mean Judge Allen Price Walker of the Circuit Court of Cook County, Illinois, or any other judge who shall have jurisdiction over the pending Litigation.
23. “Defendants” shall mean Autumn Ridge Apartments I, LP; The Ferndale Realty Group, LLC; The Ferndale Property Management Group, LLC; and Alon Z. Yonatan.
24. “Defendant’s Counsel” shall mean Laura Elkayam and Jason Rosenthal of Much Shelist, P.C.; and Johner T. Wilson III and Reginald Cloyd III of Dinsmore & Shohl LLP.
25. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.

26. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they will seek approval of an award of attorneys’ fees, costs, and expenses, as well as an Incentive Award for the Class Representative.
27. “Fee Award” shall mean the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel.
28. “Final” shall mean the later of (i) if there are no objectors, the date of entry of the Final Approval Order; (ii) if there are one or more objectors, the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.
29. “Final Approval Hearing” shall mean the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving an Incentive Award to the Class Representatives.
30. “Final Approval Order” shall mean an order entered by the Court that:
 - i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;

- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - iii. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - iv. Approves the Release provided in Section V of this Agreement and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and
 - v. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.
31. "Incentive Award" shall mean an award paid from the Settlement Fund to Plaintiffs Leroy Payton and Kyndra Byrd in acknowledgement of their participation in pursuit of this litigation and shall have the qualities further set forth in Paragraph 99 of this Agreement.
32. "Litigation" shall mean the case captioned *Payton v. Autumn Ridge I, LP*, No. 2021-CH-01769 pending in the Circuit Court of Cook County, Illinois.
33. "Long Form Notice" means notice of this Settlement, substantially in the form of Exhibit B hereto, which shall be available on the Settlement Website as described in Paragraph 68 to inform Class Members of their rights and duties under this Settlement.
34. "Notice" shall mean the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and in Exhibits A and B hereto and is consistent with the requirements of due process.

35. “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than twenty-eight (28) days after entry of Preliminary Approval.
36. “Objection/Exclusion Deadline” shall mean the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately forty-five (45) days after Preliminary Approval, as approved by the Court.
37. “Parties” shall mean Plaintiffs and Defendants, collectively.
38. “Plaintiffs” or “Class Representatives” shall mean the named class representatives, Leroy Payton and Kyndra Byrd.
39. “Preliminary Approval” shall mean the date of entry of the Preliminary Approval Order.
40. “Preliminary Approval Order” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.
41. “Class Released Claims” shall mean any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, liquidated damages, punitive damages, exemplary damages, multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois Biometric Information Privacy Act or other

federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside the United States, against the Defendants, arising out of or relating to the collection, capture, receipt, storage, use, dissemination, retention, or disclosure of biometric and/or fingerprint data or information at any time prior to and up to the date of final approval by the court of the Settlement Agreement, including any and all claims that were pleaded in the Litigation.

42. “Representative Released Claims” shall mean all Class Released Claims as well as all claims, demands, liens (both general and charging), agreements, contracts, requests for injunctive relief, covenants, promises, suits, any and all manner of action or actions, causes of action, obligations, controversies, debts, costs, sanctions, expenses, attorneys’ fees, expert fees, litigation costs, damages including, but not limited to, physical and emotional distress, statutory damages, remedial benefits, expenses for treatment the Class Representatives may have received or may receive in the future, treble damages, punitive damages, special and consequential damages, judgments, penalties, fines, insurance and reinsurance coverage, and liabilities of whatever kind, amount, or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, fixed or contingent, and whether or not concealed or hidden, which have existed or may have existed, or which do exist or hereafter can, shall, or may exist, which relate in any way to Defendants, based on any acts, omissions, or facts in existence at any time up to the date of the final approval by the court of the Settlement Agreement. These claims are only released by the Class Representatives individually and not by any member of the Settlement Class.

43. “Released Parties” shall refer to Defendants as well as any and all of their respective past, present or future heirs, executors, estates, administrators, predecessors, successors, assigns, direct or indirect parent companies, subsidiaries, licensors, licensees, associates, affiliates, divisions, employers, holding companies, agents, consultants, independent contractors, insurers, reinsurers, and customers, including without limitation employees of the foregoing, directors, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.
44. “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.
45. “Settlement Administrator” shall mean, subject to Court approval, American Legal Claims Service, LLC.
46. “Settlement Fund” means or refers to the settlement fund to be established by Defendants (or their insurers) for purposes of this settlement in the total amount of \$135,000.00 (One-Hundred Thirty-Five Thousand United States Dollars) to be deposited into the Escrow Account, according to the schedule set forth herein. The Settlement Fund represents the total extent of Defendants’ monetary obligations under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of Defendants exceed \$135,000.00 (One-Hundred Thirty-Five Thousand United States Dollars). The Settlement Fund shall be used for payment of the following: (i) the pro-rata

cash benefits of Settlement Class Members pursuant to Paragraph 57 below; (ii) the Administrative Expenses actually incurred by the Settlement Administrator as described in Section VII below; (iii) the Fee Award, as described in Paragraphs 96-98 below; and (iv) any Incentive Award to the Plaintiffs, not to exceed \$5,000 per Plaintiff, as may be ordered by the Court and as described in Paragraph 99 below. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The payment of the Settlement Amount by Defendants (or their insurers) fully discharges the Defendants and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other person, under this Agreement.

47. "Settlement Website" means the website to be established by the Settlement Administrator to provide Notice and further information regarding the Litigation and the Settlement.
48. "Short Form Notice" means notice of this Settlement, substantially in the form of Exhibit A hereto, which shall be sent directly to each Class Member as described in Section VII to inform Class Members of their rights and duties under this Settlement.

III. SETTLEMENT CLASS CERTIFICATION

49. For the purposes of the Settlement only, the Parties stipulate and agree that:

- a. the Class shall be certified in accordance with the definition contained in Paragraph 52 below;
 - b. Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and
 - c. Plaintiffs' Counsel shall be appointed as Class Counsel.
50. Defendants do not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into.
51. In the event that Final Approval of the Settlement is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendants did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.
52. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All persons in the United States whose fingerprint was collected, captured, or otherwise obtained by any Defendant, in Illinois, at any time during the Class Period.

53. The following people are excluded from the Class: (1) any judge presiding over the action and their families and staff; (2) Defendants and their owners, officers, directors, parents, subsidiaries, successors, and predecessors; (3) Plaintiffs' and Defendants' counsel and their staffs; and (4) all persons who timely elect to exclude themselves from the Settlement Class.

IV. SETTLEMENT OF THE LITIGATION AND ALL CLAIMS AGAINST THE RELEASED PARTIES

54. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiffs, the Litigation and Representative Released Claims.
55. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Settlement Class, the Litigation and the Class Released Claims.

V. SETTLEMENT FUND

56. Establishment of Settlement Fund
- a. Within fourteen (14) days of Preliminary Approval, Defendants shall create the Settlement Fund by paying to the Settlement Administrator a reasonable estimate of the Administrative Expenses. Within forty-five (45) days of Preliminary Approval, Defendants (or their insurers) shall pay the remainder of the total sum of \$135,000 (One-Hundred Thirty-Five Thousand Dollars) into the Settlement Fund. The foregoing payment obligations are contingent on receipt of adequate payment instructions and a valid W-9 for the Settlement Fund.
 - b. All funds required to be paid by Defendants (or their insurers) under this paragraph shall be provided by Defendants (or their insurers) to the Settlement

Administrator and maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

- c. If the Settlement Agreement is not finally approved or if this Agreement is terminated or fails to become Effective, the Settlement Fund belongs to Defendants (including any accrued interest thereon), less any Administrative Expenses paid to date. Plaintiffs shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- d. The Settlement Fund shall be used to pay (i) Each Class Members' *pro rata* share of the Settlement Fund, (ii) Court-approved Incentive Awards to the Class Representative, (iii) any Court-approved Attorneys' Fee Award; and (iv) costs of administration of the Agreement to the Settlement Administrator, including without limitation payment of Administrative Expenses.
- e. In accordance with Paragraph 57 below, the amount of any uncashed checks after the expiration date, less any funds necessary for settlement administration, will be returned to Defendants or their designees.
- f. The Settlement Fund represents the total extent of the Released Parties' monetary obligations under the Settlement Agreement. Defendants' contribution to the Settlement Fund shall be fixed under this Section and be final. Released Parties shall have no obligation to make further payments into the Settlement Fund and

shall have no financial responsibility or obligation relating to the settlement beyond the Settlement Fund.

The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.

IV. SETTLEMENT RELIEF

57. Settlement Payments to Settlement Class Members

- a. The Settlement Administrator shall send each Settlement Class Member a Settlement Payment Check within fourteen (14) days of the Effective Date via First Class U.S. Mail to their last known mailing address, as updated through the National Change of Address Database, if necessary, by the Settlement Administrator.
- b. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.
- c. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, the check will be void, and such funds shall revert to Defendants or their designees.

58. Prospective Relief: Defendants represent that they no longer use the fingerprint scanning timeclock or any other biometric timeclock device at any of its facilities in Illinois. Defendants further represent that, to the best of their knowledge, information, and belief,

any biometric data (if any) collected by the timeclock was stored internally on the device itself and, other than the dates and times of employees' working hours, was never transmitted to, transferred to, or copied by any third party. Defendants further represent that they will comply with all of BIPA's requirements related to the retention and destruction of any biometric data they may possess.

V. RELEASE

59. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable consideration as described herein, the Released Parties shall be completely released, acquitted, and forever discharged from any and all Class Released Claims and Representative Released Claims.
60. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel all Class Released Claims and Representative Released Claims against the Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Class Released Claims and Representative Released Claims.
61. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.
62. The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed in whole or in part as an admission of fault by the Released Parties. The Released Parties agree to this settlement to avoid the burden and expense of litigation without in any way acknowledging any fault or liability.

VI. PRELIMINARY APPROVAL ORDER

63. This Settlement shall be subject to approval of the Court. As set forth in Section XIII, either Party shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement.
64. Plaintiffs, through Class Counsel, shall submit this Agreement, together with its Exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of Exhibit C, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.
65. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately one hundred (100) days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.
66. Procedure for Approving Settlement
 - a. Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Unopposed Motion for Preliminary Approval”) under the terms specified herein.
 - b. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary

Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the forms of notice to the Settlement Class; and setting the Final Approval Hearing.

- c. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives, and that Plaintiffs' Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

VII. SETTLEMENT ADMINISTRATOR'S DUTIES

67. The Settlement Administrator shall provide notice to class members as outlined below, in Section VIII.
68. Within fourteen (14) days after the entry of the Preliminary Approval, the Settlement Administrator will develop, host, administer and maintain the Settlement Website at an available URL reasonably acceptable and approved in advance by the Parties, containing the notice substantially in the form of Exhibit B, the "Long Form Notice".
69. If any Notice is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding address provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator will utilize a national address locator

service to attempt to obtain the most recent address for the Settlement Class Member.

For any Notice sent to Class Members that are returned undeliverable, Settlement Class Members will have the longer of the remaining time to object/opt-out of the Settlement or fourteen (14) days from the date of any re-mailing to object or opt-out of the Settlement as provided herein.

70. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, requests for exclusion, administration, and implementation of the Settlement.
71. The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendants' Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel.
72. The Settlement Administrator shall make the Settlement Payments as described in Paragraph 57 by check and mail them to Settlement Class Members within fourteen (14) days after the Effective Date.

73. The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9s from Settlement Class Members, performing back-up withholding as necessary, and making any required “information returns” as that term is used in 26 U.S.C. § 1 *et seq.*

VIII. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

74. Class List

- a. Defendants shall provide the Settlement Administrator with a list of all names and last known addresses, in their possession, of all persons in the Settlement Class (the “Class List”) as soon as practicable, but no later than fourteen (14) days after entry of the Preliminary Approval Order.
- b. The Settlement Administrator shall keep the Class List, and all personal information obtained therefrom, strictly confidential.
- c. Prior to mailing Notice, the Settlement Administrator will update the addresses on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Class Members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described above.

75. Direct Notice

- a. No later than the Notice Date, the Settlement Administrator shall send Notice via first-class U.S. Postal Service to each Settlement Class Member substantially in the form attached as Exhibit A.

- b. The Notice shall advise Settlement Class Members prior to the Final Approval Hearing that there is a pending settlement and to further inform Settlement Class Members of their rights under the Settlement, including:
 - i. Their right to be excluded from the settlement and the deadlines and procedure for doing the same;
 - ii. Their right to object to the settlement and the procedure and deadlines for doing the same;
 - iii. The address to the Settlement Website and that such website contains further information regarding the Settlement.

IX. EXCLUSIONS

- 76. Exclusion Period. On or before the Objection/Exclusion Deadline, Settlement Class Members may exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not validly excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.
- 77. Exclusion Process
 - a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
 - b. To exercise the right to be excluded, a member of the Settlement Class must timely request exclusion by providing his/her/their name, address, and telephone

number; the name and number of this case, a statement that he/she/they wish(es) to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

c. Any member of the Settlement Class who elects to be excluded shall not:

- i. be bound by any order or final judgment;
- ii. be entitled to relief under this Settlement Agreement;
- iii. gain any rights by virtue of this Settlement Agreement; or
- iv. be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement.

78. The request for exclusion must be personally signed by the person requesting exclusion.

So-called “mass” or “class” exclusion requests shall not be permitted.

79. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendants’ Counsel a written list reflecting the name and address of all persons who make a timely and valid exclusion from the Settlement Class. If the number of persons making a timely and valid exclusion from the Settlement Class reaches or exceeds 25 individuals, Defendants may elect to terminate this Agreement on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. Defendants may exercise its right to terminate this Agreement under this subsection by notifying Class Counsel by email of its election

within seven (7) days of receiving the list of persons making a timely and valid exclusion from the Settlement Class.

80. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the Settlement.

X. OBJECTIONS

81. The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms.
82. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her/their intention to do so and at the same time:
 - a. file copies of such papers he/she/they proposes to submit at the Final Approval Hearing with the Clerk of the Court; and
 - b. send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendants' Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

83. Any Settlement Class Member who intends to object to this Settlement must include in any such objection:
- a. his/her/their full name, address, email address, and current telephone number;
 - b. the case name and number of the Litigation;
 - c. all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials;
 - d. the identification of any other objections he/she/they has filed, or has had filed on his/her/their behalf, in any other class action cases in the last four years; and
 - e. the objector's signature.
84. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her/their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she/they must state as such in the written objection, and must also identify any witnesses he/she/they may call to testify at the Final Approval Hearing and all exhibits he/she/they intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
85. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.
86. Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. The Settlement Administrator shall attempt to contact any

Settlement Class Member who submits both a request for exclusion and an objection at least one time by e-mail or, if no e-mail address is available, by telephone to give the Settlement Class Member an opportunity to clarify whether they choose to exclude themselves or proceed with their objection. The Settlement Class Member shall have until twenty-one (21) days prior to the Final Approval Hearing to inform the Settlement Administrator regarding their final choice. Any Settlement Class Member who attempts to both object to and exclude themselves from this Settlement Agreement and fails to clarify their final choice, or if the Settlement Administrator is unable to contact such Settlement Class Member after reasonable effort as set forth in this paragraph, will be deemed to have excluded themselves and will forfeit the right to object to this Settlement Agreement or any of its terms.

XI. FINAL APPROVAL HEARING

87. The Parties will jointly request that the Court hold a Final Approval Hearing approximately one hundred (100) days after entry of the Preliminary Approval Order. The Final Approval Hearing will be conducted by Zoom videoconference or as the Court otherwise directs.
88. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representatives and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment consistent with Section XII below, and file a memorandum in support of the motion for final approval. Plaintiffs shall provide a copy of the motion for final approval

and supporting memorandum at least five (5) business days in advance of filing to Defendants' counsel for review.

89. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so,
 - a. consider any properly and timely filed objections,
 - b. determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and
 - c. enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and Fee and Incentive Awards.

XII. FINAL APPROVAL ORDER

90. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.
91. The Parties shall jointly submit to the Court a proposed final order that, without limitation:
 - a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;

- b. Dismisses, with prejudice, all claims of the Settlement Class against Defendants in the Litigation, without costs and fees except as explicitly provided for in this Agreement; and
 - c. Reserves continuing and exclusive jurisdiction over the Settlement and this Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, Defendants, and the Settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.
92. Class Counsel shall use their best efforts to assist Defendants in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XIII. TERMINATION OF THE SETTLEMENT

93. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, any Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:
- i. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
 - ii. The Court refuses to grant Preliminary Approval of this Agreement;

- iii. The Court refuses to grant final approval of this Agreement in any material respect;
 - iv. The Court refuses to enter a final judgment in this Litigation in any material respect; or
 - v. The Court's order granting preliminary or final approval is substantially modified or reversed.
94. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES AND INCENTIVE AWARD

95. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees plus their reasonable costs and expenses.
96. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendants, to limit their request for fees, costs, and reasonable expenses to no more than \$40,500 of the Settlement Fund. Defendants agree to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for attorneys' fees, costs, and expenses if limited to this amount. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in

the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members.

97. The Fee Award shall be paid solely from the Settlement Fund by wire transfer from the Settlement Administrator within seven (7) days of the Effective Date and sent to an account designated by Class Counsel.
98. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.
99. Prior to or at the same time as Plaintiffs seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representatives in an amount not to exceed \$5,000 (Five Thousand Dollars) for each Class Representative, and Defendants agree that it will not oppose the requested Incentive Award. The Incentive Awards shall be paid solely from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members.
100. Payment of the Incentive Awards shall be made by check payable to each Plaintiffs and mailed by the Settlement Administrator to Plaintiff's Counsel within seven (7) days of the Effective Date.

101. In no event will Defendants' liability for attorneys' fees, expenses, and costs, Administration Expenses, and/or an Incentive Award exceed the funding obligations set out this Agreement. Defendants shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendants will have no responsibility, obligation or liability for allocation of fees and expenses among Class Counsel.

XV. MISCELLANEOUS REPRESENTATIONS

102. For income tax purposes, the Parties agree that payments made pursuant to this Agreement shall be allocated as statutory penalties and shall not be subject to required withholdings and deductions and may be reported as non-wage income, as required by law. If required by IRS regulations, the Settlement Administrator shall issue to each Class Participant who cashes a Settlement Check, and the Class Representative who cashes any Incentive Award, an IRS Form 1099. Other than the reporting requirements herein, Class Participants shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement. It is understood and agreed that Defendants take no position and offer no advice regarding how any Class Member chooses to treat any payment made hereunder for tax or any other purpose.

103. Each Party to this Settlement Agreement acknowledges and agrees that:

- a. no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
- b. each Party (A) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and
- c. no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

104. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

105. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendants' Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.
106. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand.
107. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasing Parties.
108. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have

been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

109. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
110. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
111. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.
112. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.
113. The Parties agree that Exhibits A through C to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
114. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
115. Except as otherwise provided herein, each Party shall bear its own costs.
116. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

117. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.
118. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
119. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

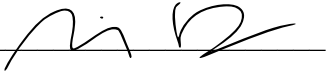
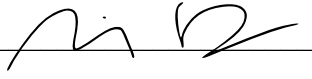

120. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) to establish payment, or an affirmative defense of preclusion or bar or other defense in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.
121. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.
122. This Agreement shall be binding upon, and insure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
123. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.
124. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
125. This Agreement is deemed to have been prepared by Counsel for the Parties as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.




126. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

| Class Counsel | Defendants' Counsel |
|--|---|
| Michael Drew Neighborhood Legal, LLC 20 N. Clark Street #3300 Chicago, IL 60602 mwd@neighborhood-legal.com | Johner T. Wilson III Dinsmore & Shohl LLP 222 W. Adams Street #3400 Chicago, IL 60606 JT.Wilson@dinsmore.com Jason M. Rosenthal Laura Elkayam Much Shelist, P.C. 191 N. Wacker Drive #1800 Chicago, IL 60606 jrosenthal@muchlaw.com lelkayam@muchlaw.com |

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AGREED:

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|--|---------------------------|---|---------------------------|
|  _____ Leroy Payton <i>By and through his Attorneys</i> | <u>12/27/2022</u> Date |  _____ Kyndra Byrd <i>By and through her Attorneys</i> | <u>12/27/2022</u> Date |
|  _____ Michael Drew Neighborhood Legal, LLC 20 N. Clark St. #3300 Chicago, IL 60602 s/ Michael Wood _____ Michael Wood Celetha Chatman Community Lawyers, LLC 980 N. Michigan Ave. #1400 Chicago, IL 60611 <i>Attorneys for Plaintiffs</i> | <u>12/27/2022</u> Date | | |

| | |
|--|---|
| <p>Autumn Ridge Apartments I, LP</p> <p><u></u> <u>12/20/22</u></p> <p>By: ALON ZONATAN Date</p> <p>Its: AUTHORIZED REPRESENTATIVE</p> | <p>The Ferndale Property Management Group, LLC</p> <p><u></u> <u>12/20/22</u></p> <p>By: ALON ZONATAN Date</p> <p>Its: AUTHORIZED REPRESENTATIVE</p> |
| <p><u></u> <u>12/20/22</u></p> <p>Alon Z. Yonatan Date</p> <p><i>By and through his Attorneys</i></p> | |
| <p><u>Reginald Cloyd III</u> <u>12-22-22</u></p> <p>John T. Wilson III Date</p> <p>Reginald Cloyd III Dinsmore & Shohl, LLP 222 W. Adams Street #3400 Chicago, IL 60606</p> <p><i>Attorneys for above Defendants</i></p> | |

| | |
|--|--|
| <p>The Ferndale Realty Group, LLC</p> <p><u><i>[Signature]</i></u> <u>12/20/22</u></p> <p>By: <i>Andrew Rosenthal</i> Date</p> <p>Its: <i>AUTHORIZED REPRESENTATIVE</i></p> | |
| <p><u>s/ Jason M. Rosenthal</u> <u>12/20/22</u></p> <p>Laura Elkayam Date</p> <p>Jason Rosenthal</p> <p>Much Shelist, P.C.</p> <p>191 N. Wacker Drive #1800</p> <p>Chicago, IL 60606</p> <p><i>Attorneys for above Defendant</i></p> | |