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Notice to **OCCUPANT** Class



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

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

Do you have a lease-to-own contract arranged by Vision Property Management or a company listed below* to buy a home in Michigan?

If approved, this settlement will let you either:

- (1) Buy your home,**
- (2) Sell your home, or**
- (3) Move out and get money.**

To select a settlement benefit, you should:

Read this notice.

Return the enclosed Option Form.

*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 when you must start paying rent **if you want to avoid an eviction.**
- If you take no action, you will still be included in the settlement, and your rights will be affected, including your ability to remain in your home.
- 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 on 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.
- For those interested in purchasing their homes, you can attend **a Homebuyer's Workshop at 8:00 a.m. CST/ 9:00 a.m. EST on Saturday January 11, 2025 at Prayer temple of Love Cathedral 12375 Woodward Ave Detroit, MI 48203.** Email visionlawsuit@nclc.org to RSVP or to receive a Zoom link for virtual participation.

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 "occupant class." The occupant class are people who (1) signed a contract arranged by Vision in Michigan from January 1, 2013, through December 31, 2019, and (2) are still living in the home.

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 **already moved out of the home**, contact the Settlement Administrator by calling (800) 339-3038 or emailing info@visionsettlement.com right away. You may be entitled to different benefits.

How do I weigh my options?

This chart shows what happens with different options, explained further in later pages:

Options	More information about your legal rights and options
Pick a Settlement Option	To pick a settlement benefit, you must mail back the Option Form attached to this Notice or submit the form online at https://www.visionsettlement.com by 60 days after the Settlement Effective Date, which will be no sooner than February 27, 2025. You will be bound by the settlement. See p. 7
Do Nothing	If you do nothing, you will be put in the Payoff Option or the Cash for Keys Option (explained below) depending on how many days you are behind on rent. If you still do nothing, the Defendants may be able to evict you.
Opt Out	Get no benefits. Allows you to bring another lawsuit against Settling Defendants about the same issues. See p. 8
Object	Tell the Court why you don't like the settlement by writing to the Settlement Administrator. If you object and the court approves the settlement, you will be bound by the settlement. See p. 8
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. 9

What are the most important dates?

The proposed settlement described in this notice is not yet final. The Court must approve the proposed settlement before it becomes final. The Court will hold a public hearing to decide whether the settlement is fair on February 27, 2025. The Court will approve or reject the settlement after the hearing. If the Court approves the settlement, it becomes effective on that date. That date is called the **Settlement Effective Date**.

If the settlement is approved, you will receive a letter sometime after February 27, 2025 notifying you of the Settlement Effective Date. You can also visit <https://visionsettlement.com> for updates on the status of the settlement. The Settlement Effective Date will be no sooner than February 27, 2025.

Key deadlines in this settlement:

- Your deadline to object or opt out: **February 17, 2025**
- Settlement approval hearing: **February 27, 2025**
- Your deadline to submit an Option Form: 60 days after the Settlement Effective Date (which will be after the approval hearing)

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 by 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:
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.

What does the settlement provide?

If you signed a LOP contract that was arranged by Vision or other entity listed on page 1 of this Notice in the state of Michigan between January 1, 2013 and December 31, 2019, and are still living in the home, you have two different options for what benefits you could receive if:

- (1) You want to purchase your home or sell it, or
- (2) You want to move out in exchange for cash (often called "cash for keys").

Both options are explained in the next sections.

The Settlement Agreement also provides compensation to people who used to live in a Vision property, but who **already moved out of the home (Non-Occupants)**. The Settlement Agreement creates a Settlement Fund of \$325,000 to be distributed among the Non-Occupants and who do not ask to be excluded from the Class. The amount of the payment each Non-Occupant will receive depends on the number of claims filed, but it is likely to be over \$1,000 per person.

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 "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 still occupying the property under an LOP Contract.

Your LOP 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.

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

#1 Payoff Option: Purchase or Sell Your Home

I want to continue to purchase my home or sell my home.

If you wish to continue with the purchase of your home, you may pay off the Option Price Balance and get the deed to the home.

If you want to sell the home, you can keep the sale proceeds over the balance owed.

If you complete this option, you will get:

- A \$2,000 credit off the balance owed, and
- All missed payments waived up through February 28, 2025, and
- The right to either pay off the balance on your home with a mortgage or cash, or sell the home and keep the money above the balanced owed.
- You must start paying rent on your LOP Contract starting on March 1, 2025.
- If you keep paying the rent you will have at least 6-months from the Settlement Effective Date to either pay off the balance with a mortgage loan or with cash, or sell the home.
- You must allow the home to be inspected inside and outside if you select this option and then just before you pay off the balance of the option price.
- If you fall behind on rent after March 1, 2025, then the Defendant who holds your contract may try to evict you.

How do I get approved for a mortgage loan?

You can apply for a mortgage loan with any lender of your choosing. The Neighborhood Assistance Corporation of America (NACA), a mortgage company that makes loans at a competitive interest rate without any minimum credit score, has agreed to take applications from Class Members who wish to apply for a mortgage through NACA. More information is available at www.naca.com. **NACA is holding a Homebuyer's Workshop at 8:00 a.m. CST/9:00 a.m EST on Saturday, January 11, Prayer temple of Love Cathedral 12375 Woodward Ave Detroit, MI 48203.** Email visionlawsuit@nclc.org to RSVP or to receive a Zoom link for virtual participation.

You may also be eligible to receive a mortgage loan through another lender.

How do I sell my home?

You may work with a licensed realtor to list the home for sale. Defendants will cooperate in the sale of the home and provide a letter to any realtor or closing agent upon request. If you enter into a sale contract, the closing agent would send the payoff amount to the Defendant who holds your contract, and you would keep any money from the sale above (1) the balance owed, and (2) closing costs.

What happens if I pick this option, but I cannot complete the requirements?

- If you are unable to pay off the balance due, you may move out of the property by the end of the new 6-month lease term and receive \$2,000.
- If you damage the home after the date of the interior/exterior inspection, Defendants may subtract the cost of that damage from the \$2,000 payment and may require you to pay for any extra damage.

#2: Cash for Keys Option

I do not want to purchase or sell my home. How can I benefit from the Settlement?

If you do not wish to purchase or sell the home, you may enter a “cash for keys” agreement that will give you a cash payment to help you move.

If you complete this option, you will:

- have 90 days after the Settlement Effective Date to move out and do not have to pay rent or any other fees during this time,
- receive \$4,000 split into two equal payments,
- you must allow an interior and exterior inspection of the home when you elect this option and at the time of moving out, and
- have all missed payments waived up through the Settlement Effective Date.

What if I choose this option but I cannot complete the requirements?

If you do not move out before the end of the 90 day move-out period, you will not get your second \$2,000 payment.

If you damage the home after the date of the interior/exterior inspection, Defendants may subtract the cost of that damage from the \$2,000 payment and may require you to pay for any damage over \$2,000 from you.

Deciding What to Do

How do I select an option and what do I have to do?

If you want to choose Option #1: Payoff Option (to purchase or sell your home), you must:

- Return an Option Form with “Payoff Option” selected;
- Allow an interior and exterior inspection of the property, and
- Come up with the money to pay off the Option Price Balance either through cash, getting approved for a mortgage loan, or selling the house.

If you want to choose Option #2: Cash for Keys, and move out, you must:

- Return an Option Form with “Cash for Keys” selected;
- Allow an interior and exterior inspection of the property, and
- Move out by the end of the 90-day move-out period. The move-out period begins on the Settlement Effective Date. You will receive a notice that will tell you what date the move-out period ends if the Court approves this Agreement. After you move out and leave the home in the same condition as the time of the inspection, you will receive your second payment of \$2,000 within 5 business days.

You will have 60 days from the Settlement Effective Date to select your preferred option. To select an option, you must return the enclosed Option Form by mail or fill out the Option Form online at <https://www.visionsettlement.com>. The Settlement Effective Date will be no sooner than February 27, 2025. If you do not opt out of the settlement, you will receive a letter sometime after February 27, 2025 notifying you of the Settlement Effective Date and confirming when your Option Form is due. You can also visit <https://www.visionsettlement.com> for updates on when your Option Form is due.

You can contact (800) 339-3038 if you have questions about your options.

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
c/o Settlement Administrator
PO Box 23668
Jacksonville, Florida 32241
info@visionsettlement.com
(800) 339-3038

What 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 Settlement Administrator 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); and

4. A statement explaining why you object to the settlement;
5. Your signature.

Mail or Email the letter to:

Settlement Administrator
Henderson v. Vision
PO Box 23668
Jacksonville, Florida 32241
(800) 339-3038
info@visionsettlement.com

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 Occupant Class and 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 Option Form within the time allowed, you will be placed into the Payoff group if you are less than 60 days behind on rent, and the Cash for Keys group otherwise.

If you do not allow an inspection or complete the other steps, you will not receive any of the listed benefits and the Defendants may start to evict you.

You will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against the Settling Defendants about the 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, at <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. If the Court does not approve the settlement, it will be void.

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. EST 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. 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>

Resources	Contact Information
Case website	https://www.visionsettlement.com
Settlement Administrator	Settlement Administrator Henderson v. Vision PO Box 23668 Jacksonville, Florida 32241 info@visionsettlement.com (800) 339-3038
Lawyers for the Class	You can reach class counsel by calling the Settlement Administrator at (800) 339-3038 or emailing visionlawsuit@nclc.org Sarah B. Mancini Shennan Kavanagh NATIONAL CONSUMER LAW CENTER https://www.nclc.org Bonsitu Kitaba-Gaviglio Daniel S. Korobkin AMERICAN CIVIL LIBERTIES UNION FUND OF MICHIGAN https://www.aclumich.org Lorray S.C. Brown MICHIGAN POVERTY LAW PROGRAM https://mplp.org Jennifer A. Holmes Alexandra Sloane Thompson Tiffani Burgess Pilar Whitaker NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC. https://www.naacpldf.org