

## **CLASS ACTION SETTLEMENT AGREEMENT**

THIS CLASS ACTION SETTLEMENT AGREEMENT (the “Settlement Agreement”) is entered into this 4/17/2026 day of April, 2026 between named plaintiff Mary Williams on behalf of herself and the settlement Class below (the “Settlement Class”); the Defendants East Lake Management Group, Inc, East Lake Management and Development Corp, C/S Loomis Courts Limited Partnership, Loomis Courts LLC, Chicago Housing Authority and The Habitat Company LLC (the Named Plaintiff and Defendants, collectively, the “Parties”).

### **RECITALS**

WHEREAS, a putative class action has been filed (the “Class Action Lawsuit”) as Case number 2020 CH 05746, currently pending in the Circuit Court of Cook County; *entitled Mary Williams, Individually and on behalf of all similarly situated persons, v. East Lake Management Group, Inc., East Lake Management and Development Corp., C/S Loomis Courts Limited Partnership, Loomis Courts, LLC, Chicago Housing Authority and The Habitat Company, LLC*;

WHEREAS, the Named Plaintiff is authorized to act on behalf of the Settlement Class;

WHEREAS, in the Class Action Lawsuit Named Plaintiff alleges the Defendants failed to comply with certain provisions of the Chicago Residential Landlord and Tenant Ordinance (“RLTO”) with respect to its building known a Loomis Courts, located at 1314-1342 W. 15th Street in Chicago, IL 60608 (the “Subject Matter Property”);

WHEREAS, Defendants have filed their Appearances and deny on behalf of themselves, and the Defendant Releasers defined herein, any and all liability alleged in the Class Action Lawsuit, including all allegations of any statutory violation(s) or other wrongdoing;

WHEREAS, for purposes of this Settlement Agreement, Defendants C/S Loomis Courts Limited Partnership, Loomis Courts LLC and Chicago Housing Authority shall be referred to collectively as the “Loomis Courts Defendants”;

WHEREAS, for purposes of this Settlement Agreement, Defendants East Lake Management Group, Inc, East Lake Management and Development Corp, and The Habitat Company LLC shall be referred to collectively as the “Non-Loomis Courts Defendants”;

WHEREAS, the Parties, through their duly authorized representatives and attorneys, after arm’s length and non-collusive negotiations, have determined that a settlement of all disputes that were raised or could have been raised arising out of or related to all counts of the Class Action Lawsuit is in the best interest of all of the Parties, including the Settlement Class, after considering numerous factors, including the risks of trial, costs and risks of litigation, the risks of appeal, the risk of available insurance coverage, and the risks attendant with continued litigation;

WHEREAS, the Parties now wish to resolve their claims as set forth in this Settlement Agreement;

WHEREAS, the Parties understand and agree that this settlement among the Parties (the “Settlement”) is the compromise of doubtful and disputed claims, including both the alleged causes of action and the financial status of the Defendants;

WHEREAS, this Settlement Agreement is not to be construed as an admission of liability on the part of Defendants and Defendant Releasors, by whom liability is expressly denied, or an admission on the part of the Named Plaintiff that her claims are not valid, or that said claims would not prevail at trial;

WHEREAS, the Defendants shall use their best efforts to the extent commercially reasonable to obtain from their books and records the addresses and contact information for all tenants of the Subject Matter Property during the relevant time period, and will certify that said information is true and accurate to the best of their knowledge and belief;

WHEREAS, The Loomis Courts Defendants have represented that they have proceeded to conduct an extensive rehabilitation of the subject matter property and the units and premises are currently substantially or fully vacated; and

WHEREAS The Loomis Courts defendants have continued to extend their contractual indemnification between them and East Lake Management Group, Inc., East Lake Management and Development Corp., and The Habitat Company LLC, to include this lawsuit and all claims and attorney’s fees incurred therein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as set forth herein.

**I. CLASS CERTIFICATION AND CLASS MEMBER ELIGIBILITY**

1. *Recitals.* The foregoing Recitals are hereby incorporated by reference and made a part of this Settlement Agreement.
2. *Class Certification.* The Parties agree that the Settlement Class shall be certified for purposes of this Settlement, defined as follows:

All tenants who resided at Loomis Courts apartments located at 1314-1342 W. 15<sup>th</sup> Street in Chicago, IL 60608 for any period of time of thirty-two (32) continuous days or longer, between September 4, 2018 and January 31, 2025, who did not receive timely interest on their security deposits; and/or where the bank name and address where their security deposits were held was not disclosed on their lease; and/or who did not receive a receipt for their security deposit and did not receive their deposit back, and/or who did not receive the summary of the RLTO on their initial lease or on their renewal.

Excluded from the Settlement Class are the Court and any family members or agents of the Defendants. The Parties agree that the Settlement Class shall be certified solely for purposes of this Settlement.

3. *Class Representative.* The sole class representative for the Settlement is the Named Plaintiff Mary Williams.

### **III CONSIDERATION TO THE CLASS**

4. *Consideration to Class Members.* In response to Counts I and II of the Second Amended Complaint in the Class Action Litigation, Loomis Courts Defendants, on behalf of all Defendants, hereby collectively agree to pay each eligible Class Member who submits a claim a one-time cash payment representing: (1) 150% of the Class Member's security deposit amount ("Security Deposit" portion), plus (2) \$90.00 for the relief based on the alleged failure to provide the applicable RLTO summary to each Class Member ("No Summary" portion), as full and final consideration to the Class Members for the Releases contained herein. These payments to Class Members are collectively held as the "Class Settlement Fund."
5. In response to Count III of the Second Amended Complaint in the Class Action Litigation, Loomis Courts Defendants, among other reasons and basis, have determined that the subject matter property shall undergo an extensive rehabilitation and the units and premises are currently substantially or fully vacated. Accordingly, Count III, , shall be dismissed as part of the Court's Preliminary Order in the Class Action Litigation.

### **IV. CONSIDERATION TO NAMED PLAINTIFF**

6. *Remuneration to Named Plaintiff.* Loomis Courts Defendants hereby agree to pay Named Plaintiff Mary Williams a one-time cash payment of FOUR THOUSAND DOLLARS (\$4,000.00) ("Williams Payment"), exclusive of attorney fees and costs, and waive and release all claims against Mary Williams, including (without limitation) claims for unpaid rent, in full and final settlement of all claims she has or may have against Defendants. Mary Williams will provide to the Class Administrator, as identified below, an IRS Form W-9 concurrently with the execution of this Settlement Agreement as a condition to receiving the Williams Payment. This remuneration in the amount of \$4,000.00 to Named Plaintiff shall include her class claims, individual claims, and an incentive award. This amount will be the full and final payment made to Mary Williams. The Named Plaintiff will not be eligible to submit a claim form for the Settlement Class. Loomis Courts Defendants or The Class administrator assuming that they have received the monies into escrow as further described below from the Loomis Court's Defendants will send the payment for Named Plaintiff to Class Counsel Berton Ring's office made payable to Mary Williams.

### **V. ATTORNEY FEES**

7. *Attorney Fees – Method and Amount.* In the event the Court does not require Berton N. Ring, P.C. to file a fee petition to effectuate or approve this Settlement, Defendants agree

to pay to Class Counsel, Berton N. Ring, P.C., the sum of \$105,000.00 (One Hundred and Five Thousand Dollars) (the “Fees Payment”) as a one-time cash payout in full and final satisfaction of all claims by Class Counsel for attorney fees, expenses, and court costs that Class Counsel has or may have against the Released Defendants under (without limitation) the RLTO or any other fee-shifting cause of action alleged in the Class Action Lawsuit. This amount also includes all claims for fees, expenses and court costs that Berton N. Ring, P.C. has or may have had in connection the Class Action Lawsuit. Acceptance of these monies by Berton N. Ring, P.C. constitutes a full, voluntary release of all liens or other claims for attorney fees, expenses and court costs, to which Berton N. Ring, P.C. may be entitled under the RLTO or other applicable statute or claim (in law or equity), without any other action required. To the extent that the Loomis Court Defendants have paid the monies to the Class Administrator as set forth below, the Class Administrator shall distribute out of the escrowed funds received from Defendants the Fees Payment five (5) business days of the Effective Date or after a completed IRS Form W-9 is supplied to the Class Administrator by Berton N. Ring, P.C., whichever is later. Defendants agree that Berton N. Ring, P.C.’s attorney lien shall not be released until full payment of attorney fees, plus, in the event of non-compliance with this section, interest at 9% per annum. In the event the Court requires the filing of a fee petition by Berton N. Ring, P.C., the Defendants agree not to oppose an award of fees up to \$105,000.00.

## VI. ADMINISTRATION AND NOTICE

8. *Class Administrator.* The “Class Administrator” is the third-party claims administrator who is The Notice Company, Inc. of Hingham, MA; Joseph Fisher and Naomi Preble are the agents of the Class Administrator.
9. *Administration and Notice.* Administration of the Settlement shall occur as follows:
  - (a) Administration – Costs. The costs of administration, notices, and mailings, as required and approved by the Court from time to time, will be invoiced by the Class Administrator to Chicago Housing Authority and paid by Loomis Courts Defendants directly to the Class Administrator. The parties agree that the Class Administrator’s compensation is fixed at \$35,100 with \$29,600 due within five (5) days of Preliminary Approval and \$5,500 due within five (5) days of Final Approval.
  - (b) Class Notice. Each Class Member will be sent a “Notice of Settlement” in the form attached to this Settlement Agreement as “**Exhibit A**” with the Class Member claim form, hereto attached as **Exhibit B**” (the “Notice Package”). The Notice Package will be mailed to each Class Member by the Class Administrator via First Class Mail at that Class Member’s last known address but with an update provided by U.S. Postal Service NCOA (“National Change of Address”) data service within 35 days after Preliminary Approval, as provided in subpart (d) below. Defendants have agreed to employ the Class

Administrator to produce and host a website at [www.LoomisClassSettlement.com](http://www.LoomisClassSettlement.com) which shall contain the claim form, the notice, the Settlement Agreement and such other Court documents as may be designated by Class Counsel for a period of at least three months following Preliminary Approval.

- (c) Class Members List. Not later than twenty-one (21) days following Preliminary Approval of this Settlement, the Loomis Courts Defendants will use their best efforts to provide to Plaintiff's counsel and to the Class Administrator a list in electronic format that includes the following information for all Class Members: first name, middle name, last name, their mailing address at the Subject Matter Property including street address, unit number, city, state, zip code, their last known mailing address (street address, unit number, city, state and zip code), the Class Members' dates of birth and/or the last 4-digits of their social security number (if available), the move-in and move-out dates for each Class Members' tenancy at the Subject Matter Property, the amount of each Class Members' security deposit(s). The list will be formatted as a spreadsheet in the manner and form requested by the Class Administrator. For purposes of this Settlement, the lists provided by the Loomis Courts Defendants will be presumed exhaustive. If the Class Administrator does not receive a complete Class Members List in an acceptable format within the 21-day period referenced above, the Class Administrator has the authority to extend the Notice Period (*see* paragraph 11 below) to accommodate any such delayed receipt of the Class Members List.
- (d) Mailing. No later than fourteen (14) days after receipt of the Class Members List, the Class Administrator will send a Notice Package to all Class Members at their last known mailing addresses as contained in the Loomis Courts Defendant's records, or as updated by the Class Administrator using NCOA and/or skip trace. When the landlord identifies a Class Member as having moved away from the Subject Matter Property and the NCOA update identifies no new address for that Class Member, the Class Administrator will perform a skip trace, prior to mailing, in attempt to identify a current mailing address for the Class Member. Notice will be sent by First Class U.S. mail to the Class Members' updated addresses or last known addresses. Class Administrator will conduct an address update or skip trace of all Notice Packages that are returned undeliverable. Loomis Courts Defendants will timely provide all available information to the Class Administrator to assist it in its investigation of any Class Member's current address. All Notice Packages will be deemed to be dated as of the date of mailing.

10. *Claim Process.*

(a) Claim Required. All Class Members will be required to submit a Claim Form to be eligible to receive payment under the terms of the Settlement for the Security Deposit portion. There is no claim required for the No Summary portion of the Class Considerations, the \$90 award, as all Class Members shall be entitled to that payout. All Class Members will be bound by the terms of the Settlement, whether or not they file claims, unless they request exclusion from the Settlement. The claim form must be mailed to: Loomis Courts Settlement, c/o The Notice Company, P.O. Box 455, Hingham, MA 02043. The claim form may also be submitted to an email address as designated by the Class Administrator.

(b) Claim Disputes. Any dispute concerning a claim or a request for payment shall be resolved by the Class Administrator. If there are any claim disputes, the Class Administrator shall review the supporting documentation and make the determination. . Such determination shall be final and binding, with the Class Member and the Loomis Courts Defendants waiving all rights to appeal or challenge such determination.

11. *Notice Period.* The Notice Period begins on the date of Preliminary Approval and ends 80 days after the date of Preliminary Approval. All claims and requests for exclusion must be postmarked or emailed within 80 days of Preliminary Approval to be considered valid.

12. *Opt Outs.* If the Class Member wishes to opt out or exclude him/herself from the Proposed Settlement, he/she shall do so by submitting a written request to the Class Administrator by the end of the Notice Period. Requests for exclusion must include the name of the case, be signed, dated, and postmarked prior to the expiration of the Notice Period to be considered valid. Class Members who opt out shall not be permitted to recover any monies under this Settlement.

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

14. *Timing of Payments.* Except as otherwise provided in this Settlement Agreement, all payments to Class Members under this Settlement will be made if the Court gives Final Approval to this Settlement and within 30 days of the Class Administrator’s determination of amounts due to such Class Members. This paragraph does **not** apply to the payments required for the Notice and Administration Fund. In addition, the Class

Administrator shall require in accordance with IRS regulation W9s for claimants, prior to any payment to such claimants, if distribution is \$2,000.00 or more.

15. *Funding.* The Loomis Courts Defendants shall fund the Class Settlement Fund within seven (7) days of the court entering the Preliminary Order. They shall send to the Class Administrator the sum of \$184,747 which shall comprise their expected notice costs and fees, the legal fees, the class rep fees and the monies payable to the class. Such sum shall be held by the Class Administrator in a segregated, non-interest bearing account. Class Administrator shall provide evidence of payments to the Class Members to Class Counsel and proof of the checks being cashed as requested by Class Counsel. Class Counsel may reasonably require an affidavit of compliance. If the Class Administrator determines that additional funding is needed then they shall set forth that demand with the basis to the defendants with a copy to class counsel. The Loomis Court Defendants shall within 7 days comply with the Class Administrator's request.

(a) *Administration.* Loomis Courts Defendants shall fund the Notice and Administration Fund by depositing all related costs with the Class Administrator within seven (7) calendar days of Preliminary Approval of this Settlement as set forth above. The Class Administrator shall make all payments necessary to effectuate the Notice and Administration of this Settlement as set forth herein.

(b) *Attorney Fees.* Loomis Courts Defendants shall fund the attorney fees payout as set forth above..

(c) *Assurances.* The Loomis Courts Defendants have expressly represented that they possess funds, equity, and/or assets available sufficient to satisfy the requirements set forth herein, and the Parties stipulate and agree that those representations are of the essence of this Settlement Agreement. The Loomis Courts Defendants shall provide a certification of the class lists upon request.

(d) *Manner of Payment.* All payments required by Loomis Courts Defendants in this Settlement Agreement from the Class Settlement Fund shall be made by check, direct pay, digital, electronic or some other method of verifiable funds in U.S. Dollars distributed by the Class Administrator and funded by Loomis Courts Defendants.

(e) *Payments to Class Members – Deadline.* In the event a Class Member fails to cash, deposit, or otherwise negotiate a settlement payment within one hundred eighty (180) days of its issuance, such payment shall become void and the Class Member shall have no further claim or entitlement to payment of such amount. The Class Administrator may reissue payment if Settlement funds are then available and if it determines, upon

reasonable inquiry, that the check was lost in the mail or was rendered otherwise undeliverable. The unused or uncashed checks shall be returned to the payor.

## **VII. EXCLUSIONS AND OBJECTIONS**

16. *Objections to Claims.* If the Loomis Courts Defendants have any objection to any claim submitted by any Class Member or Claimant, such objection must be submitted to Class Counsel, and the Class Administrator and that Class Member in writing, within seven (7) days of receipt of the claim by the Loomis Courts Defendants' counsel. All claims not specifically and timely objected to by Loomis Courts Defendants shall be deemed granted, and all untimely objections shall be deemed waived. All objections shall be heard and resolved by the Class Administrator.
17. *Objections to the Settlement.* Any Class Member, other than a Class Member who validly and timely requests exclusion, who wishes to object to the Settlement must file a written objection with the Clerk of the Court, and serve copies of the written objection to Class Counsel, the Class Administrator, and counsel for Loomis Courts Defendants, by the end of the Notice Period as set forth in paragraph 11 above. The date of delivery to Class Counsel and Loomis Courts Defendants' Counsel of the written objection is deemed to be the date the objection is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Unless otherwise ordered by the Court, Class Members will not be entitled to speak at the Final Approval Hearing unless they have submitted a timely written objection pursuant to this subsection and provided notice of their intention to appear and be heard at the Final Approval hearing. Class Members who have properly and timely submitted objections may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense. Class Members who opt out of the Settlement will have no standing to object or comment on the Settlement.

## **VIII. CLASS RELEASES**

### *18. Mutual Releases.*

For good and valuable consideration herein acknowledged by the Class Members, including but not necessarily limited to receipt and acceptance of the payments made pursuant to this Settlement, each Class Member, on behalf of himself or herself, and his or her respective heirs, successors-in-interest, executors, administrators, insurers, attorneys, and assigns ("Class Releasers"), shall thereby release and forever discharge the Defendants, including all Defendants named in this action, and their heirs, executors, administrators, subsidiaries, predecessors, affiliates, officers, directors, employees, divisions, shareholders, members, managers, partners, representatives, agents, assigns, attorneys, successors-in-interest, and insurers and their reinsurers, from any and all actions, whether in theory, statute causes of action, claims, controversies, suits and all sums of money whatsoever, whether known or unknown, in law or in equity, under statute, ordinance, common law or otherwise, regarding any and all claims they now

have or may have including but not limited to actions, causes of action, claims, or controversies arising from or related to in any way the Class Action Lawsuit, Defendants' actual or alleged failure to comply with any of the requirements of the RLTO (Counts I and II), and any other claims concerning the Subject Matter Property (Count III) that could have been brought from the beginning of time through the Effective Date of this Settlement Agreement. This release does not include personal injury claims, except as to the Named Plaintiff.

For good and valuable consideration herein acknowledged by Defendants, including but not necessarily limited to the Class Releases above, each Defendant on behalf of himself/itself, including all Defendants named in this action and their respective heirs, executors, administrators, subsidiaries, predecessors, affiliates, officers, directors, employees, divisions, shareholders, members, managers, partners, representatives, agents, assigns, attorneys, successors-in-interest, insurers and their reinsurers ("Defendant Releasers"), hereby release and forever discharge the Class Releasers from any and all actions, causes of action, claims, controversies, suits and all sums of money whatsoever, whether known or unknown, in law or in equity, under statute, ordinance, common law or otherwise, regarding any and all claims they now have or may have including but not limited to actions, causes of action, claims, controversies arising from or related to the Class Action Lawsuit, Defendants' actual or alleged failure to comply with any of the requirements of the RLTO (Counts I and II) and any other claims concerning the Subject Matter Property (Count III) that could have been brought from the beginning of time through the Effective Date of this Settlement Agreement. This release does not include Class Members' individual contractual obligations owed under their respective leases or the Class Members' and Defendants' respective rights regarding rental security deposits, as described herein.

For good and valuable consideration herein acknowledged by Named Plaintiff, and with the sole exception being the enforcement of this Settlement Agreement, Named Plaintiff, on behalf of herself and her respective heirs, executors, administrators, insurers, attorneys, successors-in-interest, and assigns ("Named Plaintiff Releasers"), hereby releases and forever discharges the Defendant Releasers from any and all actions, causes of action, claims, controversies, suits and all sums of money whatsoever, whether known or unknown, in law or in equity, under statute, ordinance, common law or otherwise, regarding any and all claims they now have or may have including but not limited to actions, causes of action, claims, or controversies arising from or related in any way to the Class Action Lawsuit and all of the Counts therein, as well as all claims for rent, breach of contract, lost income, mental anguish and suffering, emotional distress, punitive damages or for any losses or damages of any and every kind or nature whatsoever, whether known or unknown, from the beginning of time through the Effective Date of this Settlement Agreement.

For good and valuable consideration herein acknowledged by Defendants, and with the sole exception being the enforcement of this Settlement Agreement, Defendants, on behalf of themselves and the Defendant Releasers, hereby release Named Plaintiff Releasers from any and all actions, causes of action, claims, controversies, suits and all sums of money whatsoever, whether known or unknown, in law or in equity, under statute, ordinance, common law or otherwise, regarding any and all claims they now

have or may have including but not limited to actions, causes of action, claims, or controversies arising from or related in any way to the Class Action Lawsuit and all of the Counts therein, as well as all claims for rent, breach of contract, lost income, mental anguish and suffering, emotional distress, punitive damages or for any losses or damages of any and every kind or nature whatsoever, whether known or unknown, from the beginning of time through the Effective Date of this Settlement Agreement.

It is understood by the Parties that the payments and other consideration aforesaid shall not be deemed an admission of liability, which the Defendants expressly deny. The Parties and their respective attorneys acknowledge that Settlement of this claim shall not serve as evidence or notice of any wrongdoing, liability or insurance coverage.

19. *Waiver of Appeal.* Upon approval of this Settlement Agreement by the Court, and in consideration of the mutual agreements and covenants herein, all parties hereby agree not to pursue any appeal of any Order made by the Court in this Class Action Lawsuit up to the date of this Settlement Agreement, and further hereby waive their right to same. This waiver shall *not* apply to the disposition of any objection to this Settlement by any Class Member or purported class member, or to the denial of approval of any portion of this Settlement, including without limitation the award of attorney fees.
20. *Dismissal.* Within seven (7) days of the Effective Date, the Parties shall jointly seek an order dismissing all remaining Counts of this Class Action Lawsuit with prejudice, with the Court retaining jurisdiction to enforce the terms of the Settlement Agreement. No part of this Settlement Agreement shall become effective unless and until the Final Approval Order becomes final as defined herein.
21. *Return of Unused Class Notice and Administration Funds.* Loomis Courts Defendants will be entitled to the unused portion of the Notice and Administration Fund if the Court does not issue a Final Approval Order. Within seven (7) days of the Court's order denying Final Approval Counsel, Named Plaintiff will instruct the Class Administrator to return to Loomis Courts Defendants any unused portion of the Notice and Administration Fund.
22. *Return of Unused Class Settlement Funds.* The total amount from unclaimed, unallocated and undeliverable Class Settlement Fund payments ("Unclaimed Funds") shall be used to pay any unanticipated Class Notice and Class Administration costs, if any, with remainder being paid to the payor of those funds. If there are unpaid expenses over and above the monies paid to the Class Administrator then those unused monies shall be used to pay those additional expenses.
23. *Time is of the Essence.* The Parties agree that time is of the essence of this Settlement Agreement.
24. *Signatures.* The signatories may sign this document in mutual counterpart, and signatures delivered electronically or by facsimile shall be deemed binding. The signatories represent that they have the requisite authority to sign this document. In the event the attorneys sign this document without their respective client's execution, those signatures may be appended at such later date.

25. *Choice of Law.* This Settlement Agreement shall be governed by the laws and rules of the State of Illinois, County of Cook.
26. *Court Retains Jurisdiction.* The Court shall retain jurisdiction of the Class Action Lawsuit to enforce all terms of this Settlement Agreement.
27. *Representations.* The parties agree that the representations made by the Parties are true and that each Party has authority to enter into this Settlement Agreement. Defendants agree that their representations regarding the size of the Certified Class are from the only records in the possession of the Loomis Courts Defendants, which records have been produced in their entirety to Named Plaintiff.
28. *Mailing.* All mailing required by and pursuant to this Settlement Agreement shall be via First Class Mail provided by the United States Postal Service, or some substantial equivalent thereto.
29. *Maintenance of Records.* The Loomis Courts Defendants shall maintain, at their own expense, a complete list of all Class Members for two (2) years following the Effective Date of this Settlement.
30. *Best Efforts.* The Parties agree to use their best efforts to carry out the terms of this Settlement. The Parties and their counsel will not solicit or otherwise encourage Class Members to submit written objections to this Settlement or requests for exclusion from the Settlement, or encourage Class Members to appeal from the Court's Final Approval Order. The Parties further agree to oppose any objectors to this Settlement.
31. *Representation by Counsel.* All of the Parties have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement is made with the consent and advice of counsel.
32. *Extension of Deadlines By Reason of Actions of the Class Administrator.* In the event the Class Administrator fails to meet any of the deadlines set forth herein, such failure shall not be grounds for termination of this Settlement Agreement, but instead all deadlines thereafter shall be re-set commensurate with the delay without the need for further notice or order of Court.
33. *Amendment or Modification.* This Settlement Agreement may not be modified or amended, except in a writing that is signed by the respective counsel of record for the Parties and approved by the Court.
34. *Entire Agreement.* This Settlement Agreement and the exhibits attached hereto constitute the entire agreement between the Parties concerning the subject matter hereof, and supersede and replace all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms will modify, vary or contradict the terms of the Settlement Agreement unless made in writing and signed by duly authorized representatives of all Parties and approved in writing by a final order of the Court. No

waiver of any term, provision or condition of this Settlement Agreement, whether by conduct or otherwise, in any one or more instance will be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition.

35. *Governing Law.* This Settlement Agreement will be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws, both in its procedural and substantive aspects, and will be subject to the continuing jurisdiction of the Court. This Settlement Agreement will be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted (or was principally responsible for drafting) this Settlement Agreement or any specific term or condition thereof.
36. *Acknowledgement that the Settlement is Fair and Reasonable.* The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Class Action Lawsuit and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.
37. *Invalidity of Any Provision.* Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
38. *Binding on Successors and Assigns.* The Settlement will be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, spouses, marital communities, executors, administrators and legal representatives. The Settlement Agreement and Settlement are not designed to and do not create any third-party beneficiaries either express or implied.
39. *Authorization to Enter into Settlement Agreement.* Each individual signing this Settlement Agreement warrants that he and/or she has the authority and is expressly authorized to enter into this Settlement Agreement on behalf of the party for which that individual signs.
40. *Binding Agreement.* The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

Signed:

DocuSigned by:  
*Mary L. Williams*  
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\_\_\_\_\_  
**Mary Williams**  
**Named Plaintiff**

Date: 4/18/2026  
\_\_\_\_\_

Defendants:

**East Lake Management Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**East Lake Management and Development Corp.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**C/S Loomis Courts Limited Partnership**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Loomis Courts LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

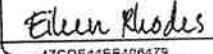
Signed:

\_\_\_\_\_  
**Mary Williams**  
**Named Plaintiff**


Date: \_\_\_\_\_

Defendants:

**East Lake Management Group, Inc.**

By:   
Name: Eileen Rhodes  
Title: President  
Date: 4/19/2026

**East Lake Management and Development Corp.**

By:   
Name: Eileen Rhodes  
Title: Authorized Representative  
Date: 4/19/2026

**C/S Loomis Courts Limited Partnership**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Loomis Courts LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FILED DATE: 4/20/2026 12:00 AM 2020CH05746

Signed:

\_\_\_\_\_  
**Mary Williams**  
**Named Plaintiff**

Date: \_\_\_\_\_

Defendants:

**East Lake Management Group, Inc.**

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**East Lake Management and Development Corp.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**C/S Loomis Courts Limited Partnership**

By: 

Name: Ryan Harrington

Title: It's a lawyer

Date: 4/18/26

**Loomis Courts LLC**

By: 

Name: Ryan Harrington

Title: It's Attorney

Date: 4/18/26

The Habitat Company LLC

By: Lori F. Chacos

Name: LORI F. CHACOS

Title: VP / Asst General Counsel

Date: 4/19/26 Authorized Representative

Counsel for Defendants

MAH.

Ryan Harrington. Chicago Housing Authority and The Habitat Company LLC

Date: 4/20/26

Counsel for Plaintiff and the Class

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Date: \_\_\_\_\_

Larry Brady, East Lake Management Group, Inc., and East Lake Management and Development Corp.

Date: \_\_\_\_\_

Marvin Husby III, East Lake Management Group, Inc., and East Lake Management and Development Corp.

Date: \_\_\_\_\_

FILED DATE: 4/20/2026 12:00 AM 2020CH05746

**The Habitat Company LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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DocuSigned by:

*Lawrence Brady*

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Larry Brady, **East Lake Management Group, Inc., and East Lake Management and Development Corp.**

4/19/2026

Date: \_\_\_\_\_

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*Marvin Husby*

\_\_\_\_\_  
Marvin Husby III, **East Lake Management Group, Inc., and East Lake Management and Development Corp.**

4/19/2026

Date: \_\_\_\_\_

**The Habitat Company LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Counsel for Plaintiff and the Class**

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**Counsel for Defendants**

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Date: \_\_\_\_\_