

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this ____ day of April, 2026, by and among: (1) Plaintiffs Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams (“Plaintiffs”), for themselves and on behalf of the Settlement Class as further defined herein, and (2) Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC (“Stonegate”), subject to Court approval as required by Rule 52.08 of the Missouri Rules of Civil Procedure. As provided herein, Class Counsel, Plaintiffs and Stonegate hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Approval Order and Final Judgment, all claims of the Settlement Class against Stonegate related to the Stonegate Meadows Apartment Complex, all as defined herein, including those at issue in *Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri, shall be settled and compromised upon the terms and conditions set forth in this Agreement.

I. Recitals

1. On April 7, 2023, Plaintiffs filed a Petition in the Circuit Court of Jackson County, Missouri styled *Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri (the “Action”), seeking, on behalf of themselves and all others similarly situated, refund of rents paid to and monetary damages from Stonegate, based upon the alleged conditions at the Stonegate Meadows Apartment Complex in Kansas City, Missouri (the “Property”).

2. Subsequently, Plaintiffs have filed amended Petitions to which Stonegate has filed Answers and Affirmative Defenses.

3. Plaintiffs and Stonegate have engaged in extensive written and deposition discovery subsequent to the filing of the Action.

4. On May 13, 2025, settlement discussions took place, per the Court's order to engage in mediation prior to trial, with outside neutral mediator Mark Kempton. Although a settlement was not reached at that time, negotiations continued. In late December 2025 and continuing into February 2026, the Parties negotiated extensively to resolve the issues preventing a class-wide resolution. Ultimately a settlement was reached, subject to execution of a mutually agreeable written Settlement Agreement, under which each Settlement Class Member would fully, finally, and forever resolve, discharge and release all rights and claims as described in Section VIII of this Agreement in exchange for Stonegate agreeing to: (1) pay the sum of Two Million Dollars (\$2,000,000.00) into a common fund to partially refund rental payments and compensate Settlement Class Members for their claims against Stonegate raised in Case No. 2316-CV-09588 and/or related to the habitability of the Property; (2) waive the unpaid rental debt allegedly owed by Class Members from November 27, 2019 through December 31, 2025 and agree not to prosecute any collection lawsuits regarding unpaid rental debt allegedly owed by Class Members from November 27, 2019 through December 31, 2025; (3) pay the costs of notice and administration of the settlement contemplated by this Agreement; (4) not oppose a request for payment of class representative service awards as set forth herein; (5) implement prospective repairs/remediation measures as specifically described below, and (6) not oppose a request for payment of attorneys' fees and expenses to Class Counsel as set forth herein.

5. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims held by the Settlement Class. The Parties intend this

Agreement to bind Plaintiffs, Stonegate and all members of the Settlement Class who do not timely request to be excluded from the Settlement.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement and the attached exhibits:

6. “Action” means *Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri.

7. “Stonegate” means Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC, and Read Property Group, LLC.

8. “Class Counsel” means:

Joseph A. Kronawitter
Taylor Foye
HORN AYLWARD & BANDY, LLC
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
816-421-0700

Gina Chiala
Amy Sweeny Davis
Nathan Cho
HEARTLAND CENTER FOR JOBS AND FREEDOM, INC.
4044 Central St.
Kansas City, Missouri 64111
816-278-1092

9. “Class Mail Notice” means a document in a form substantially the same as that attached hereto as **Exhibit A**.

10. “Class Period” means the period from December 1, 2019, through the date of preliminary approval.

11. “Covered Rental Debt” means rental debt, fees, charges, or related amounts purportedly accrued by and not previously paid or collected from current or former tenants as a result of or arising from a tenant’s tenancy at the Property from November 27, 2019 through December 31, 2025.

12. “Court” means the Circuit Court of Jackson County, Missouri.

13. “Effective Date” means the fifth business day after which all of the following events have occurred:

- a. All Parties and Class Counsel have executed this Agreement;
- b. The Court has entered without material change the Final Approval Order and Final Judgment approved by the Parties; and
- c. The time for appeal of or petition related to the Final Approval Order and Final Judgment entered by the Court has expired, and no appeal or petition for rehearing or review has been timely filed; or the Final Approval Order, Final Judgment and Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

14. “Final Approval” means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award to the Plaintiffs.

15. “Final Approval Order” means the order that the Court enters upon finally approving the Settlement. The Parties shall tender the form of Final Approval Order attached hereto as **Exhibit B** for the Court’s consideration.

16. “Final Hearing Date” means the date set by the Court for the hearing on final approval of the Settlement.

17. “Final Judgment” means the judgment entered by the Court. The Parties shall tender the form of Final Judgment attached hereto as **Exhibit C** for the Court’s consideration.

18. “Opt-Out Period” means the period that begins the day after the earliest date on which the Class Mail Notice is first mailed to Settlement Class Members, and which ends no later than 30 days prior to the Final Hearing Date. The Opt-Out deadline will be specified in the Class Mail Notice.

19. “Parties” means Plaintiffs and Stonegate.

20. “Plaintiffs” means Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown and Ratasha Williams.

21. “Preliminary Approval” means the date that the Court enters an order granting preliminary approval to the Settlement.

22. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement. The Parties shall tender the form of Preliminary Approval Order attached hereto as **Exhibit D** for the Court’s consideration.

23. “Released Claims” means all claims to be released as specified in Section VIII of this Agreement. The “Releases” means all of the releases contained in Section VIII of this Agreement.

24. “Released Parties” means those persons and entities released in Section VIII of this Agreement.

25. “Releasing Parties” means Plaintiffs and all members of the Settlement Class who do not timely and properly opt out of the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

26. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and the attached exhibits.

27. “Settlement Administrator” means RG/2 Claims Administration, P.O. Box 59479 Philadelphia, PA 19102-9479.

28. “Settlement Class” means:

All Missouri tenants who signed leases to live in a residential apartment, townhome, or any other type of unit at Stonegate Meadows Apartment Complex from December 1, 2019, through the date of preliminary approval.

Excluded from the class are officers, directors or employees of Stonegate, any trial judge who may preside over this action, court personnel and their family members and any juror assigned to this action.

29. “Settlement Class Member” means any person included in the Settlement Class who does not timely and properly opt-out of the Settlement.

30. “Settlement Fund” means the fund established under Section IV of this Agreement.

31. “Service Award” means any Court-ordered payment to Plaintiffs in addition to any payment due Plaintiffs as Settlement Class Members.

III. Certification of Settlement Class

32. Plaintiffs shall file a motion requesting the Court to preliminarily and finally certify the Settlement Class for purposes of this Settlement no later than March 6, 2026. Such certification shall be for a settlement damages class pursuant to Rule 52.08(b)(3) of the Missouri Rules of Civil Procedure. Stonegate will not oppose a motion to certify the Settlement Class for that purpose

only, and reserves all defenses and objections to certification of any class, other than for settlement purposes only.

33. If the Court declines to approve the Settlement, or if the Court changes the Settlement Class composition or the terms of the Settlement in any way not acceptable to one or more of the Parties after reasonable consultation with the other Parties, or if certification of the Settlement Class or approval of the Settlement is reversed, or if certification of the Settlement Class or approval of the Settlement is changed upon appeal or review in any way not acceptable to one or more of the Parties, that Party or those Parties shall, after reasonable consultation with the other Parties, have the right to terminate the Settlement pursuant to Section XIV *infra*. In that event, there will have been no admission of liability and no waiver of any claim or defense of any kind whatsoever.

34. Stonegate shall provide Class Counsel with all information in its possession or reasonable control that identifies the Settlement Class Members, to facilitate providing Notice to the Settlement Class.

IV. Establishing the Settlement Fund; Costs of Notice and Settlement Administration

35. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases contained in Section VIII and the dismissal of the Action upon Final Approval, within twenty-one (21) calendar days after the Court approves the form of notice to the Settlement Class Members and establishes a Final Hearing Date, Stonegate shall deposit the sum of Two Million Dollars (\$2,000,000.00) into an account established by the Settlement Administrator to create the Settlement Fund as set forth herein.

36. All costs of notice to the Settlement Class Members, and all costs for the Settlement Administrator, shall be paid by Stonegate, separate and apart from the Settlement Fund. Other than the cost of notice to the Settlement Class, Stonegate's maximum total payment obligation under

this Agreement shall be the Settlement Fund, and nothing in this Agreement shall be construed to require Stonegate to make any payment other than or in excess of the amount of the Settlement Fund and the cost of notice to the Settlement Class.

37. The Settlement Fund at all times shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon Stonegate or its counsel or Plaintiffs and Class Counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Stonegate and its counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes.

38. The Settlement Fund shall be used for the following purposes:

- a. Distribution of payments to and for the benefit of Settlement Class Members pursuant to Section VI hereof;
- b. Payment of Court-approved fees and expenses to Class Counsel, pursuant to Section VII hereof;
- c. Payment of Court-approved class representative service awards, pursuant to Section VII hereof;
- d. Distribution of residual funds, if any, pursuant to Section VI hereof and/or as ordered by the Court.

V. **Prospective Relief for Debt Forgiveness and Repairs/Remediation**

Rental Debt Forgiveness and Non-Collection

39. Stonegate, including their parents, subsidiaries, affiliates, agents, successors, assigns, and any entity acting on their behalf, agree to fully and permanently forgive any Covered Rental Debt purportedly accrued by, and uncollected from or paid by current or former tenants of the property from November 27, 2019 through December 31, 2025.

40. Stonegate shall be permanently barred from making any attempts to collect, enforce, recover, sell, transfer, or assign any Covered Rental Debt after the Effective Date of the Settlement, whether directly or through any third party. Defendants further agree that they shall not initiate or maintain any lawsuit, collection action, or other proceeding relating to Covered Rental Debt after the Effective Date of the Settlement. Nothing in this Agreement shall be construed to prevent Defendants from attempting to collect, recover, sell, transfer, or assign any rental debts outside of the Covered Rental Debt period.

41. Stonegate shall not report, furnish, or cause to be reported any Covered Rental Debt to any consumer reporting agency or credit reporting agency. To the extent any Covered Rental Debt has previously been reported, Defendants shall take all reasonable steps necessary to request deletion or correction consistent with this provision.

42. This covenant applies to all Covered Rental Debt allegedly owed, uncollected from or unpaid by both current and former tenants of the Property and which survives the Effective Date of the Settlement.

Repairs/Remediation Efforts

43. Within twenty-one (21) days of the Effective Date, Defendants shall begin implementation of the repair/remediation efforts set forth below.

Pest Control Issues

44. Stonegate agrees to enter into a contract with a licensed pest control company for pest control services, which utilizes the Integrated Pest Management methods reflected on Exhibit E hereto, at the Property, including but not necessarily limited to services for German cockroaches, rodents, and bed bugs, to be performed at the Property for a term of not less than 36 months or until closing on the sale of the Property. Stonegate agrees it will not rescind the contract at any point during the term of the agreement.

Roofing Issues

45. Within fourteen (14) days after Preliminary Approval, Stonegate will immediately proceed with all minor or temporary repairs on all roofs at the Property that are necessary to avert any active leaks that have been reported by tenants.

46. Stonegate agrees to replace all roofs at the Property utilizing a licensed contractor within three (3) years from the Effective Date, with such replacements to begin within one (1) year of the Effective Date. In the event the property is sold within three (3) years of the Effective Date, Stonegate will ensure that replacement of the roofs will be a condition of such sale.

47. To ensure compliance with this Section of the Agreement, Stonegate will obtain a firm bid for the roof replacement project within three (3) months of Preliminary Approval; if all roofs at the Property are not replaced by the time the Property is sold by Stonegate, at closing on the Property Stonegate will retain from the proceeds of such sale an amount sufficient to cover all remaining roof replacement costs, per the roofing bid referenced above (the "Retained Roofing Funds"). Stonegate will place the Retained Roofing Funds in an escrow account held by the title company involved in the closing, and the Retained Roofing Funds may be used by the subsequent purchaser of the Property to complete the Property roof replacements contemplated herein at the

Property. The Retained Roofing Funds will either be released to the Purchaser to pay for the roof replacement, or to the seller when the roofs are fully completed.

Plumbing Issues

48. Within thirty (30) days of Preliminary Approval, Stonegate agrees to retain a licensed plumbing company to perform an examination of the main brown water sewage lines at the Property (the “Plumbing Inspection”). Stonegate further agrees to repair or replace any deficiencies or issues identified from the Plumbing Inspection within one (1) year of the Effective Date, and will enter into a contract with a qualified plumbing company (the “Plumbing Contract”) to remediate any clogs, broken pipes, broken sections, broken cleanouts and ensure that each main line at the Property is in good working condition and free and clear of any obstructions within one (1) year of the Effective Date. Stonegate agrees it will not rescind the Plumbing Contract prior to completion of the repairs contemplated herein. Plaintiffs agree and acknowledge that entry into the Plumbing Contract, and Stonegate’s promise not to rescind the Plumbing Contract described herein, will be considered compliance with this term of the Agreement.

Miscellaneous and Micro Repair/Remediation Issues

49. The Parties understand, acknowledge, and agree that issues affecting habitability will occur at the property from time to time. The Parties further understand, acknowledge, and agree that issues affecting habitability should be remedied within a reasonable time in accordance with Missouri law after a request is made by the tenant through Stonegate’s tenant designated portal. Stonegate will agree to send a message, whether through electronic means or otherwise, to the current tenants at the Property specifically advising them of the designated portal system and requesting that if any tenant is experiencing issues with a shower/bath liner and/or insert and/or tub surround, or any in-unit plumbing issues, to promptly submit a work order through the

designated portal system. Stonegate will use their best efforts to record, in the portal, tenant complaints made to the Property Manager either in person, by telephone or in writing (i.e., email, written note, etc.) just as if the complaint was made by the tenant through the portal with the understanding that the work order is not valid until it is entered into the portal¹ and that the best practice for the tenant is to directly submit said work order through the portal. When addressing any work order submitted related to a shower/tub surround, if signs of water intrusion, leaks, moisture intrusion, and/or mold exist, Stonegate will remediate these issues identified during the maintenance. Stonegate further agree to hire a licensed/certified contractor to repair all tub/shower surrounds that have reported issues on the Property for signs of water intrusion/leaks/moisture intrusion/mold and to remediate those issues within one (1) year of the Effective Date.

Monitoring/Enforcement

50. Pest Control Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any pest control complaints or pest control records during the three (3) years following the Effective Date.
- b. Every six months during the three (3) years following the Effective Date, Stonegate shall report to Class Counsel the number and type of pest control complaints received from tenants.
- c. Every six months during the three (3) years following the Effective Date, Stonegate shall disclose pest control records generated by their pest control vendor to Class Counsel.

¹ This term assumes the portal is available and operative for the tenant's use; if the portal is unavailable or if the tenant has a disability that prevents the tenant from being able to use the portal, complaints made through the other delineated means shall be considered valid.

51. Roofing Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any complaints of leaks or water intrusion or vendor invoices and work orders during the three (3) years following the Effective Date.
- b. Every six months during the three (3) years following the Effective Date, Stonegate shall disclose to Class Counsel all complaints from tenants relating to ceiling leaks and all work orders from vendors responding to same.
- c. After one (1) year following the Effective Date, Stonegate shall report to Class Counsel the company hired to replace the roofs at the Property, along with the timeline and process for the roofing work, and shall provide such reports every year thereafter until the Property is sold or until three (3) years following the Effective Date.

52. Plumbing Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any plumbing complaints or repair and maintenance records during the three (3) years following the Effective Date.
- b. Every six months during the year following the Effective Date, Stonegate shall send Class Counsel a progress report regarding the plumbing repairs agreed upon in paragraph 48 of this agreement.
- c. Every six months during the one (1) year following the Effective Date, Class Counsel may obtain from Stonegate copies of all work orders from contractors involved in performing plumbing repairs at the Property.

53. Miscellaneous/Micro Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any tenant complaints or work orders made by tenants relating to the subject matter of this subsection 53 for (3) years following the Effective Date. Stonegate shall maintain, and shall not delete nor destroy, any maintenance or repair records generated in response to such complaints or work orders during this period.
 - b. Every six months during the one (1) year following the Effective Date, Class Counsel may request from Stonegate any tenant work orders and responses thereto.
54. Sale
- a. The reporting and/or monitoring requirements contained in this Agreement shall not survive the sale of the Property and will not bind any subsequent purchaser of the Property to the requirements set forth in this Section V.
 - b. Stonegate shall provide Class Counsel with notice that the Property is being sold at least thirty (30) days before the closing on the Property. By the same date, Stonegate will provide Class Counsel with a status report regarding all aspects of the repairs and remediation efforts contemplated by this Section V.
 - c. Prior to a closing on the sale of the Property, Stonegate will allow Class Counsel the opportunity to inspect the Property to view the status of the repairs and remediation efforts contemplated by this Section V, and to ask questions of Stonegate's representative regarding the foregoing status report.
 - d. Neither Plaintiffs nor Class Counsel shall contact any potential buyer of the Property prior to the finalization of the sale and/or closing.
55. Enforcement

- a. All reports and records to be provided to Class Counsel that are contemplated by this Section V can be delivered as follows:
 - i. By electronic mail to: amysweenydavis@jobsandfreedom.org; or
 - ii. By postal mail to: 4120A Baltimore Street, Kansas City, MO 64111
- b. In the event of a dispute regarding Stonegate's compliance with the relief contemplated by this Section V, Class Counsel shall provide Stonegate with a 30-day written notice to cure such defect or deficiency (a "Cure Notice"). Such Cure Notice shall be delivered as follows:

- c. If the defects, deficiencies or issues reflected in a Cure Notice are not resolved to the Parties' mutual satisfaction within sixty (60) days after the date of the Cure Notice, the obligations of Stonegate reflected in this Section V may be fully enforceable through arbitration administered by JAMS, and the prevailing party may be awarded its attorneys' fees and costs.

VI. Settlement Administration and Distribution of Settlement Fund

56. The Settlement Administrator, subject to supervision and direction of Class Counsel, shall be responsible for and shall administer and oversee the distribution of the Settlement Fund in accordance with the terms of this Agreement and **Schedule A**, which shall be filed under seal with the Court to protect the privacy and rights of the members of the Settlement Class Members.

57. Based upon investigation of the tenancy facts surrounding the Settlement Class Members, Class Counsel will prepare a list of Settlement Class members and their proposed settlement class payments, which will be identified on **Schedule A**, to be filed under seal with the

Court prior to the Final Hearing Date. It is the intention of Plaintiffs and Class Counsel to issue such agreed-upon settlement payments without regard to a claims process, in order to maximize the value to the Settlement Class. Stonegate does not object to Plaintiffs' apportionment of the Settlement Fund among the Settlement Class Members, which will be reflected on **Schedule A**.

58. If any member(s) of the Settlement Class timely opt out and exclude themselves from the Settlement, the name(s) of the "opt-out" class member(s) shall be removed from **Schedule A**. The Parties shall submit any required revisions to **Schedule A** to the Court under seal prior to the Final Hearing Date.

59. The amount of the Settlement Fund shall not be reduced as a result of any member(s) of the Settlement Class electing to opt out or be excluded from the Settlement or for any other reason, except as set forth herein.

60. The Settlement Administrator shall distribute the Settlement Fund to the persons and in the amounts shown on **Schedule A**, or as the Court may otherwise determine and approve (the "Settlement Class Member Payments"). The Settlement Administrator shall distribute the Settlement Class Member Payments to the Class Members within thirty (30) days after the Effective Date via checks mailed directly to Class Members. To the extent any check is returned, the Settlement Administrator shall undertake reasonable efforts to locate a current address for said Class Member to remail the check. If there exist any unclaimed settlement funds (e.g., from uncashed checks or the Settlement Administrator's inability to locate a Class Member) after one hundred and twenty days (120) following the Effective Date, the Settlement Administrator will divide pro rata the remaining Settlement Fund among all Class Members that cashed an earlier check issued by the Settlement Administrator, and mail such final checks within one hundred and forty days (140) following the Effective Date. All Class Member checks issued by the Settlement

Administrator shall bear prominent language indicating that the check is void if not cashed or deposited within sixty (60) days.

61. After two hundred and ten (210) days following the Effective Date, any unclaimed balance remaining in the Settlement Fund shall revert to the Defendants in a manner that the Defendants agree upon (the “Reversion”). Plaintiffs take no position on the method by which Defendants allocate any reversion of the Settlement Fund.

62. Within fourteen (14) days following any Reversion or, if there is no Reversion then within two hundred and forty (240) days following Final Approval, the Settlement Administrator shall file a report with the Court confirming that the entirety of the Settlement Fund has been distributed to through either: (a) payments to Class Members, or (b) the Reversion.

63. The Settlement Administrator shall be responsible for preparing, filing and addressing any requisite IRS Form 1099s related to payments from the Settlement Fund, if necessary. Settlement Class Members shall be responsible for any taxes due, or any tax liability arising out of the distribution of the Settlement Funds and shall defend, indemnify, and hold harmless Stonegate in relation to any claim relating to the same. Settlement Class Members and Class Counsel have not been given nor relied upon any tax advice from the Released Parties or the Released Parties’ counsel.

64. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the investment, allocation or distribution of the Settlement Funds, the determination, administration, calculation, or payment of claims, the payment or withholding of taxes, or any losses incurred in connection therewith.

65. No person shall have any claim against the Released Parties, their counsel, Plaintiffs, Class Counsel, the Settlement Administrator, or any agent designated pursuant to this

Agreement based upon any distributions made substantially in accordance with this Agreement or any Orders of the Court

VII. Service Award and Class Counsel Fees and Expenses

66. Class Counsel agree to make, and Stonegate agrees not to oppose, an application for the award of attorneys' fees not to exceed thirty-three percent of the Settlement Fund, in addition to a request for reimbursement of their litigation expenses and costs incurred in this case. Such application shall be filed no later than fourteen (14) days before the date by which Settlement Class Members must opt-out and/or object to the Settlement. If and when such fees and expenses payment are approved by the Court—including if the approved fees are less than those sought by Class Counsel—such fees and expenses shall be paid to Class Counsel by the Settlement Administrator from the Settlement Fund within three (3) business days after the Effective Date.

67. The Parties negotiated and reached an agreement regarding the attorneys' fees and expenses to be requested by Class Counsel only after reaching agreement on all other material terms of this Settlement.

68. Class Counsel agrees to make, and Stonegate agrees not to oppose, an application for Service Awards in the amount of Seven Thousand Dollars (\$7,000) to each Plaintiff that has not received a Service Award from a prior settlement in this case. Class Counsel agrees to make, and Stonegate agrees not to oppose, an application for an additional Service Award in the amount of Eight Thousand Dollars (\$8,000) to Plaintiff Shimailyn Brown for her continuing service as a class representative. If awarded by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within three (3) business days after the Effective Date. Any Service Award authorized by the Court shall be in addition to any payment the Plaintiffs are entitled to receive as Settlement Class Members pursuant to **Schedule A**.

69. The Parties negotiated and reached an agreement regarding the Service Award only after reaching agreement on all other material terms of this Settlement.

70. Except as provided in this Section VII, each Party shall bear its own attorneys' fees, costs and expenses incurred in the prosecution, defense or settlement of the Action.

VIII. Releases

71. As of the Effective Date, Plaintiffs and each Settlement Class Member, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Stonegate and their respective present and former partners, members, parent companies, holding companies, subsidiaries, divisions, predecessors, successors, assigns, directors, officers, employees and their insurers, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies relating to or based upon allegations of habitability, negligence, tort, violations of merchandising practices acts or breach of contract relating to or arising out of Stonegate's ownership and/or management of the Property, **however** nothing in this Agreement or the Settlement between Plaintiffs and Stonegate shall release, extinguish, bar, dismiss or otherwise affect any claim, demand or cause of action that Plaintiffs and/or the Settlement Class Members have against any other defendant in the Action.

72. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter

of the claims released pursuant to the terms of this Section, or the law applicable to such claims may change. Nonetheless, each Settlement Class Member expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims that accrued prior to the Final Approval Order against Stonegate with respect to all of the matters described in the foregoing paragraphs.

73. This Release is not intended to exclude actions initiated to enforce this Agreement, nor is it intended to exclude the assertion of affirmative or non-affirmative defenses by any Class Member sued by Defendants with respect to the Property.

IX. Preliminary Approval Order

74. Plaintiffs shall move the Court for a Preliminary Approval Order substantially similar to **Exhibit D** that accomplishes the following:

- a. Certifying the proposed Settlement Class pursuant to Missouri Rule of Civil Procedure 52.08(b)(3) for settlement purposes only;
- b. Preliminarily approving the Agreement as fair, reasonable and adequate, subject to a final determination by the Court;
- c. Approving the appointment of Plaintiffs as representative of the Settlement Class for settlement purposes;
- d. Approving the appointment of Class Counsel as counsel for the Settlement Class for settlement purposes;
- e. Approving a form of mailed notice substantially similar to the Class Mail Notice attached as **Exhibit A** to be sent to the Settlement Class;

- f. Directing the Settlement Administrator to mail the Class Mail Notice promptly after entry of the Preliminary Approval Order by first-class mail to the last known address of the Settlement Class;
- g. Establishing a procedure for members of the Settlement Class to opt out and setting a date, approximately thirty (30) days prior to the Final Hearing Date but in no event less than thirty (30) days after the mailing of the Class Mail Notice, after which no member of the Settlement Class shall be allowed to opt out of the Settlement Class;
- h. Establishing a procedure for the members of the Settlement Class to object to the Settlement and setting a date, approximately thirty (30) days prior to the Final Hearing Date but in no event less than thirty (30) days after the mailing of the Class Mail Notice, after which no member of the Settlement Class shall be allowed to so object;
- i. Scheduling a Final Hearing Date for purposes of final approval of this Agreement and establishing a procedure for the Settlement Class Members to appear at the hearing;
- j. Staying the Action as against Stonegate only until further order of the Court, other than as may be necessary to effectuate the Settlement and carry out the terms of the Agreement or the responsibilities related or incidental thereto; and
- k. Containing such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable.

X. Opt Outs, Class Member Objections, and Intervention

75. The deadline for opt out requests shall be set forth in the Preliminary Approval Order. Any request to opt-out must be in writing and must include the name, address, telephone

number and a statement that the Settlement Class Member is seeking exclusion and be signed by that person. Any opt-out request must include a reference to “*Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588” and be mailed to the Settlement Administrator:

STONEGATE OPT OUT
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479.

To be considered timely and effective, any opt-out request must be postmarked on or prior to the date established by the Court in the Preliminary Approval Order for the mailing of such opt-out requests. No person may opt out of the Settlement by having an actual or purported agent or attorney submit an opt-out request on said person’s behalf, nor may an opt-out request be submitted or made on behalf of a group of persons. Each member of the Settlement Class who does not submit an opt-out request substantially in compliance with this paragraph shall be included in the Settlement Class and deemed a Settlement Class Member. For purposes of determining timeliness, an opt-out request shall be deemed to have been submitted when received by the Settlement Administrator. The Settlement Administrator shall, at least fourteen days (14) days before the Final Hearing Date, provide the Court and Stonegate with copies of all timely opt-out requests and a list of any persons who timely and adequately filed a request to opt out and be excluded from the Settlement.

76. Any Settlement Class Member who properly opts-out shall: (a) not be bound by any orders or judgments entered in the Action relating to the Settlement; (b) not be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) not be entitled to object to any aspect of the Settlement.

77. Any member of the Settlement Class who wishes to object to any aspect of the Settlement must file a written notice of objection with the Court as provided below (“Notice of

Objection”) postmarked on or before the date established by the Court in the Preliminary Approval Order. For purposes of determining timeliness, a Notice of Objection shall be deemed to have been submitted when filed by the Clerk of the Court. Notices of Objection must be filed with the Clerk of the Court at:

Clerk of the Court
Jackson County Courthouse
415 E 12th Street
Kansas City, Mo 64106

Copies of the Notice of Objection must also be postmarked and mailed, or delivered to the following on or before the date for filing a Notice of Objection:

Joseph A. Kronawitter
HORN AYLWARD & BANDY, LLC
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
816-421-0700

Class Counsel

and

Timothy J. Wolf
WATTERS WOLF BUB & HANSMANN, LLC
600 Kellwood Parkway, Suite 120
St. Louis, Missouri 63017
636-798-0570

*Attorneys for Defendants Stonegate Meadows,
Apartments LLC, Elite Management Group, LLC d/b/a Elite
Management MO, LLC and Prime Midwest, LLC*

The Notice of Objection must be in writing, and shall specifically include:

- The name, address, and telephone number of the class member filing the objection;
- A statement of each objection asserted;
- A detailed description of the facts underlying each objection;

- Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts;
- If the objector plans to call a witness or present other evidence at the final approval hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present;
- A statement of whether the objector intends to appear at the final approval hearing; and
- A copy of any exhibits which the objector may offer during the final approval hearing.

78. Any member of the Settlement Class who does not make his or her objection in the manner provided above shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the fairness, adequacy, or reasonableness of the Settlement or to any other provision of this Agreement.

XI. Final Approval Order and Final Judgment

79. Plaintiffs and Class Counsel agree they will request the Court to enter, after the hearing on final approval of this Agreement, a Final Approval Order substantially in the form attached as **Exhibit B**. In accordance with **Exhibit B**, the Final Approval Order will certify the Settlement Class and find that the Settlement and this Agreement are fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Final Approval Order will require the Parties to carry out the provisions of this Agreement.

80. Plaintiffs and Class Counsel agree they will request the Court to enter a Final Judgment in the Action in a form substantially the same as that attached as **Exhibit C**. In accordance with **Exhibit C**, the Final Judgment will: dismiss all remaining claims and motions of

the Plaintiffs on behalf of the Settlement Class Members against Stonegate in the Action on the merits and with prejudice as to the Releasing Parties; dismiss all cross-claims asserted by Stonegate against other defendants in the Action with prejudice; declare the Settlement Class Members are bound by the Releases contained in Section VIII of this Agreement as of the Effective Date; contain an express determination by the Court that “there is no just reason for delay,” and reserve continuing jurisdiction over the enforcement of this Agreement and the administration and distribution of the Settlement Fund.

XII. Certifications to the Court

81. On or before the Final Hearing Date, the Settlement Administrator shall file in the Action an affidavit verifying the court-approved Class Mail Notices have been sent by first-class mail to the Settlement Class.

82. On or before the Final Hearing Date, Class Counsel or the Settlement Administrator shall file with the Court an affidavit verifying they have complied with the procedures described below with respect to all Class Mail Notices.

XIII. Class Notice Forms

83. Stonegate shall provide Class Counsel with all information in its possession or reasonable control that identifies the Settlement Class, to facilitate providing Notice to the Settlement Class. Prior to mailing, the Settlement Administrator will update the addresses by use of the United States Postal Service’s National Change of Address database or another address database service (e.g., Accurint, Intelius). The Settlement Administrator will re-mail any returned notices to any new address disclosed. To the extent any notice is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate current addresses for said class member(s). The Class Mail Notice shall be mailed within thirty (30) days of the entry of the Preliminary Approval Order.

XIV. Termination of Settlement and Effect of a Termination

84. This Settlement may be terminated by Plaintiffs or Stonegate before the Effective Date by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days after any of the following occurrences:

- a. The Court rejects, materially modifies, materially amends or changes, or declines to grant Preliminary Approval or Final Approval of the Settlement (a Court ruling reducing or disapproving of Class Counsel's attorney's fees or costs is not grounds for termination of the Settlement under this paragraph);
- b. An appellate court reverses the Final Approval Order or Final Judgment and the Settlement is not reinstated without material change by the Court on remand;
- c. Any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, Final Judgment or the Settlement in a way that Plaintiffs or Stonegate reasonably consider material;
- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement.

85. In addition to the grounds set forth above, Stonegate may terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within ten (10) days of its receipt of the final report specified regarding opt-outs described above, if the number of members of the Settlement Class who timely request exclusion from the Settlement Class equals or exceeds ten percent (10%) of the Settlement Class Members set forth on **Schedule A**.

86. In the event of a termination of the Settlement, the balance of the Settlement Fund shall be refunded and remitted to Stonegate. Stonegate shall have no right to seek reimbursement from Plaintiffs or Class Counsel for any Settlement Funds disbursed prior to termination of this

Agreement, with the exception of any attorneys' fees, costs, and expenses actually paid to Class Counsel.

87. In the event of a termination as provided herein, this Agreement shall be considered null and void; all of Stonegate's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Stonegate in accordance with the terms herein; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiffs' right to seek class certification on the merits and Stonegate's right to oppose class certification on the merits. Any discussions, offers, or negotiations between the Parties about the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose, without prejudice to Plaintiffs' right to seek class certification on the merits or to Stonegate's right to oppose class certification on the merits.

88. In the event of a termination as provided herein, the Settlement Administrator shall return any amounts held in the Settlement Fund to Stonegate within seven (7) days of receiving notice of the termination.

XV. No Admission of Liability

89. Stonegate disputes the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Stonegate has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

90. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the potential benefits and risks to the Settlement Class associated

with the continued prosecution of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims, have conducted formal and informal discovery, and have conducted independent investigation of the challenged practices. Class Counsel has concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

91. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties related to settlement either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

92. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

93. In addition to any other defenses Stonegate may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein, after the Agreement and Settlement are given Final Approval.

XVI. Miscellaneous Provisions

94. Gender and Plurals. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

95. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

96. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

97. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

98. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

99. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

100. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri without regard to the principles thereof regarding choice of law.

101. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

102. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement.

103. Notices. All notices to Class Counsel provided for herein, shall be sent by email or facsimile with a hard copy sent by overnight mail to:

Joseph A. Kronawitter
HORN AYLWARD & BANDY, LLC
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
816-421-0700

All notices to Stonegate, provided for herein, shall be sent by email or facsimile with a hard copy sent by overnight mail to:

Timothy J. Wolf
WATTERS WOLF BUB & HANSMANN, LLC
600 Kellwood Parkway, Suite 120
St. Louis, Missouri 63017
636-798-0570

The notice recipients and addresses designated above may be changed by written notice.

104. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties and their respective counsel and approved by the Court.

105. No Waiver. The waiver by any party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

106. Authority. The Parties represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Stonegate to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

107. Agreement Mutually Prepared. Neither Plaintiffs nor Stonegate shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

108. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject

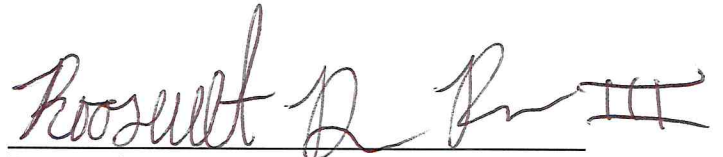
to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

109. Liens and Subrogation Interest: Indemnity: Plaintiffs represent there is no person or entity who has any lien against or interest in the proceeds of this settlement, who may claim through Plaintiffs in a derivative manner against Stonegate for any cause arising from or related to the Action, or who may maintain an action against or recover damages from Stonegate for the alleged damages incurred by Plaintiffs, including without limitation any spouse, child, parent, relative, employer, insurer, attorney lienholder, workers' compensation lienholder, health care provider, or other subrogated interest. To the extent such a lien is asserted with respect to a Plaintiff, that Plaintiff agrees to be responsible for such liens, interests, claims, actions, and recoveries and agree to hold harmless Stonegate against any claim, demand, action, cost, expense, attorneys' fee, loss, judgment or liability Stonegate may be subjected to by any person or entity who may have a lien against or interest in the proceeds of this settlement or who may claim through that Plaintiff in a derivative manner against the Stonegate for any cause arising from or related to the Action.

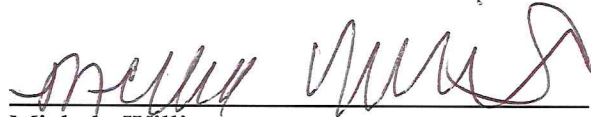
110. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section VIII above, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.



Breonna Mondaine



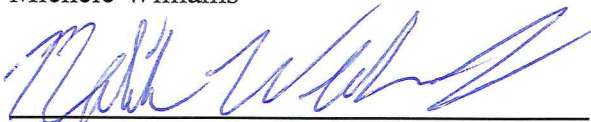
Roosevelt Devoe Price III



Michele Williams



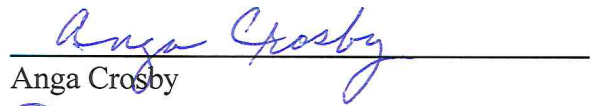
Aaliyah Ross



Malik Weeks



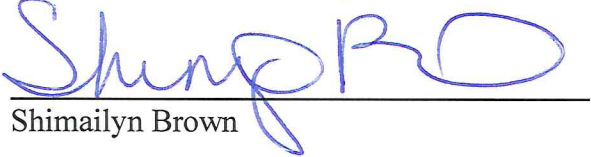
Jill Harris



Anga Crosby



Katasha Williams



Shimailyn Brown

Stonegate Meadows Apartments LLC

By: _____

Title: _____

Elite Management MO LLC

By: _____

Title: _____

Prime Midwest, LLC

By: _____

Title: _____

Read Property Group, LLC

By: _____

Title: _____

Michele Williams

Aaliyah Ross

Malik Weeks

Jill Harris

Anga Crosby

Ratasha Williams

Shimailyn Brown



Stonegate Meadows Apartments LLC

By: Michael Wolf

Title: Member



Elite Management MO LLC

By: Eli Feller

Title: CEO

Prime Midwest, LLC

By: Michael Stimler

Title: _____



Read Property Group, LLC

By: Michael Wolf

Title: CEO

Michele Williams

Aaliyah Ross

Malik Weeks

Jill Harris

Anga Crosby

Ratasha Williams

Shimailyn Brown

Stonegate Meadows Apartments LLC

By: _____

Title: _____

Elite Management MO LLC

By: _____

Title: _____

Prime Midwest, LLC

By: Tannya Lewton

Title: Authorized Signatory



Read Property Group, LLC

By: _____

Title: _____