

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on the dates shown below, by and among: (1) Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams (“Plaintiffs”), for themselves and on behalf of the Settlement Class as further defined herein, and (2) Young Management Corporation (“Young”), subject to Court approval as required by Rule 52.08 of the Missouri Rules of Civil Procedure. As provided herein, Class Counsel, Plaintiffs and Young 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 Young related to the Stonegate Meadows Apartment Complex, all as defined herein, including those at issue in *Johnson, et al. v. Young Management Corporation, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri at Kansas City, 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, et al. v. Young Management Corporation, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri at Kansas City (the “Action”), seeking, on behalf of themselves and all others similarly situated, damages including, but not limited to, refund of rents paid to Young, based upon the alleged conditions at the Stonegate Meadows Apartment Complex in Kansas City, Missouri (the “Property”).

2. On January 16, 2024, Young filed an Answer to the Petition.

3. Subsequently, Plaintiffs have filed amended Petitions to which Young has filed Answers.



4. Plaintiffs and Young have engaged in extensive discovery subsequent to the filing of the Action.

5. 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 Plaintiffs and Young were unable to reach an agreement at that time, negotiations continued between the parties using the assistance of Mr. Kempton. On Friday, August 22, 2025, the parties were able to reach an agreement, 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 VII of this Agreement in exchange for Young agreeing to: (1) pay the sum of Seven Hundred Thousand Dollars (\$700,000.00) into a common fund to compensate Settlement Class Members for their claims against Young raised in Case No. 2316-CV-09588 and/or related to the habitability of the Property; (2) not oppose a request for payment of a class representative service award to Plaintiffs in an amount of up to Seven Thousand Dollars (\$7,000) to be paid from the common fund, and (3) not oppose a request for payment of attorneys' fees and expenses to Class Counsel in the amount of thirty-three percent of the common fund.

6. 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, Young 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:

7. “Action” means *Johnson, et al. v. Young Management Corporation, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri and Kansas City.

8. “Young” means Young Management Corporation

9. “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 Sweeney Davis  
Nathan Cho  
HEARTLAND CENTER FOR JOBS AND FREEDOM, INC.  
4044 Central St.  
Kansas City, Missouri 64111  
816-278-1092

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

11. “Class Period” means the period from November 27, 2019, through August 31, 2020.

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 Young.

20. “Plaintiffs” means Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby 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 VII of this Agreement. The “Releases” means all of the releases contained in Section VII of this Agreement.

24. “Released Parties” means those persons and entities released in Section VII 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 leased and/or lived at Stonegate Meadows Apartment Complex from November 27, 2019, through August 31, 2020.

Excluded from the class are officers, directors or employees of Young, 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**

36. Plaintiffs shall file a motion requesting the Court to preliminarily and finally certify the Settlement Class for purposes of this Settlement no later than August 29, 2025. Such certification shall be for a settlement damages class pursuant to Rule 52.08(b)(3) of the Missouri Rules of Civil Procedure. Young 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.

37. 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 XIII *infra*. In that event, there will have been no admission of liability and no waiver of any claim or defense of any kind whatsoever.

38. Young 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**

39. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases contained in Section VII 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, Young shall deposit the sum of Seven Hundred Thousand Dollars (\$700,000.00) into an account established by the Settlement Administrator to create the Settlement Fund as set forth herein.

40. All costs of notice to the Settlement Class Members, and all costs for the Settlement Administrator, shall be paid from the Settlement Fund.

41. 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 Young 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. Young and its counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes.

42. 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 V hereof;

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

**V. Settlement Administration and Distribution of Settlement Fund**

43. 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.

44. 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. Young does not object to Plaintiffs' apportionment of the Settlement Fund among the Settlement Class Members, which will be reflected on **Schedule A**.

45. 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.

46. 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 in paragraph 74 herein.

47. 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. Such distributions to the Settlement Class Members are referred to and defined as the “Settlement Class Member Payments.” The Settlement Administrator shall distribute the Settlement Class Member Payments to the Settlement Class Members within 60 days after the Effective Date via checks mailed directly to Settlement Class Members. The Settlement Administrator will re-mail any returned checks to any new address disclosed to or available to the Settlement Administrator. To the extent any check is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate a current address for said Settlement Class Member to remail the check.

48. If there exist any unclaimed settlement funds (e.g., from uncashed checks or the Settlement Administrator’s inability to locate a Class Member) remaining in the Settlement Fund after one hundred and eighty days following Final Approval, Settlement Class Members will be eligible for a second supplementary pro-rata distribution of the unclaimed Settlement Fund by the Settlement Administrator.

49. Any unclaimed settlement funds remaining in the Settlement Fund after the second supplementary distribution to Settlement Class Members referenced in paragraph 48, shall be donated to Legal Aid of Western Missouri (the “Cy Pres Donation”). The Cy Pres Donation shall occur no later than two hundred and forty days following Final Approval.

50. Within fourteen days following the Cy Pres Donation or, if there is no Cy Pres Donation, then within two hundred and forty 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 the Settlement Class Members pursuant to the original or any revised **Schedule A** and/or second supplementary distributions, or (b) the Cy Pres Donation.

51. 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.

52. 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.

53. 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

**VI. Service Award and Class Counsel Fees and Expenses**

56. Class Counsel agree to make, and Young agrees not to oppose, an application for the award of attorneys' fees and expenses incurred in the Action not to exceed thirty-three percent of the Settlement Fund. 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 fourteen (14) business days after the Effective Date.

57. 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.

58. Class Counsel agrees to make, and Young agrees not to oppose, an application for Service Awards to Plaintiffs in the amount of Seven Thousand Dollars (\$7,000) each. If awarded by the Court, such awards shall be paid by the Settlement Administrator from the Settlement Fund within fourteen (14) 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**.

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

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

## **VII. Releases**

61. 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 Young and its present and former parent companies, holding companies, subsidiaries, divisions, predecessors, successors, assigns, directors, officers and employees, 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 Young's management of the Property, **however** nothing in this Agreement or the Settlement between Plaintiffs and Young 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, including but not limited to: Stonegate Meadows Apartments LLC; Elite Management Group, LLC d/b/a Elite Management MO LLC, and Prime Midwest LLC.

62. 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 paragraph 61, 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 against Young with respect to all of the matters described in paragraph 61.

63. In exchange for the promises set forth herein, within thirty (30) days after the Effective Date, or before at Young's discretion, Young will dismiss without prejudice all cross-claims it asserted in the Action.

#### **VIII. Preliminary Approval Order**

64. 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 Young 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.

**IX. Opt Outs, Class Member Objections, and Intervention**

65. 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. Young Management Corporation*, Case No. 2316-cv09588” and be mailed to:

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

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 65 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 Class Counsel Joseph Kronawitter. Class Counsel shall, at least fourteen days (14) days before the Final Hearing Date, provide the Court and Young 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.

66. 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.

67. 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

Ian M. Bartalos  
Kevin D. Looby  
McCAUSLAND BARRETT & BARTALOS, P.C.  
9233 Ward Parkway, Suite 270  
Kansas City, MO 64111  
Attorneys for Young Management Corporation

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

- A. The name, address, and telephone number of the class member filing the objection;
- B. A statement of each objection asserted;
- C. A detailed description of the facts underlying each objection;
- D. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- E. If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- F. 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;
- G. 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;
- H. A statement of whether the objector intends to appear at the final approval hearing; and
- I. A copy of any exhibits which the objector may offer during the final approval hearing.

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.

**X. Final Approval Order and Final Judgment**

68. 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.

69. 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 Young in the Action on the merits and with prejudice as to the Releasing Parties; dismiss all cross-claims asserted by Young against other defendants in the Action with prejudice; declare the Settlement Class Members are bound by the Releases contained in Section VII 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.

**XI. Certifications to the Court**

70. 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.

71. 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 in paragraph 72 with respect to all Class Mail Notices returned as undeliverable.

**XII. Class Notice Forms**

72. Young 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.

**XIII. Termination of Settlement and Effect of a Termination**

73. This Settlement may be terminated by Plaintiffs or Young 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;
- 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 Young reasonably considers material;
- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement.

74. In addition to the grounds set forth in paragraph 73, Young 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 in paragraph 65 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**

75. In the event of a termination of the Settlement before Final Approval, the balance of the Settlement Fund shall be refunded and remitted to Young. Young 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.

76. In the event of a termination as provided herein, this Agreement shall be considered null and void; all of Young's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Young 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, Young's right to oppose class certification on the merits, and Young's Cross-Claims. 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 Young's right to oppose class certification on the merits.

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

**XIV. No Admission of Liability**

78. Young disputes the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Young 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.

79. 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.

80. 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.

81. 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.

82. In addition to any other defenses Young 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.

**XV. Miscellaneous Provisions**

83. 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.

84. 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.

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. 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 Young, provided for herein, shall be sent by email or facsimile with a hard copy sent by overnight mail to:

Ian M. Bartalos  
Kevin D. Looby  
McCAUSLAND BARRETT & BARTALOS, P.C.  
9233 Ward Parkway, STE 270  
Kansas City, MO 64114  
Counsel for Young Management Corporation

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

93. 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.

94. 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.

95. 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 Young 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.

96. Agreement Mutually Prepared. Neither Plaintiffs nor Young 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.

97. 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.

98. 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 VII 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.

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Charlesetta Lockett

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Roosevelt Devoe Price III

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Aaliyah Ross

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Malik Weeks

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Michele Williams

\_\_\_\_\_  
Jill Harris

\_\_\_\_\_  
Young Management Corporation

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

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

\_\_\_\_\_  
Horn Aylward & Bandy, LLC

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

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

\_\_\_\_\_  
Heartland Center for Jobs and Freedom, Inc.

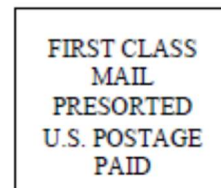
By: \_\_\_\_\_

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

LEGAL NOTICE

**Current or Former Tenants of  
Stonegate Meadows  
Apartments from  
November 27, 2019 to  
August 31, 2020.**

*Johnson v. Young Management Co.*  
c/o RG/2 Claims Administration  
PO Box 59479  
Philadelphia, PA 19102-9479



*A Missouri State Court authorized this notice.  
This is not a solicitation from a lawyer.*

<<Barcode>>

Postal Service: Please do not mark barcode

Control # BST-<<ClaimID>> <<MailRec>>

**1-800-\_\_\_\_\_ - \_\_\_\_\_  
www.\_\_\_\_\_.com**

Current or Former Stonegate Tenant

<<Addr2>>

<<Addr1>>

<<City>>, <<St>> <<ZIP>>

**If you are a Missouri tenant who leased and/or lived at Stonegate Meadows Apartment Complex from November 27, 2019, through August 31, 2020, you may benefit from a Proposed Class Action Settlement.**

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**A Missouri State Court authorized this Notice. This is not a solicitation from a lawyer.**

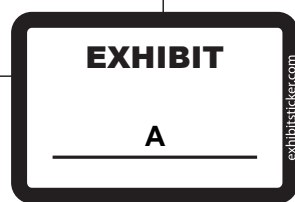
A settlement has been proposed in a class action lawsuit against Young Management Corporation (“Young”) regarding its management of the Stonegate Meadows Apartment Complex in Kansas City, Missouri, which may affect your rights. This notice summarizes the proposed settlement, but for additional information, including the longer notice of settlement and the settlement agreement with the precise terms and conditions of the settlement, please see [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You may also access the Court docket in this case through the CaseNet system at <https://www.courts.mo.gov/cnet/welcome.do>, or by visiting the office of the Office of the Clerk of Court, Jackson County, Missouri, 415 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The case is called *Johnson, et al. v. Young Management Corporation, et al.*, Case No. 2316-cv09588. Please do not telephone the Court or the Court Clerk’s Office to inquire about this settlement or the claim process.

Plaintiffs allege that Young breached class members’ rights to habitable property during the course of its management of the Property. Young vigorously denies these allegations and states that it acted properly at all times. Young denies the conditions at the property were unsafe or uninhabitable. Young contends that it was not ultimately responsible for the conditions of the Property and that the actual authority and means to rehabilitate the Property were outside of its control. The Court did not rule in favor of either party. Instead, the parties agreed to a proposed settlement in order to avoid the expense and risks of continuing the lawsuits.

You are a settlement class member if you are a Missouri tenant who leased and/or lived at Stonegate Meadows Apartment Complex from November 27, 2019 through August 31, 2020. Young is paying \$700,000.00 into a common fund for the benefit of Class Members. If the settlement is approved, class members will automatically be sent a check from the common fund, which constitutes a partial rent refund based upon the length of time the class member resided at the Property during the Class Period. Class Counsel will ask the Court to be awarded up to 33% of the common fund in attorneys’ fees and expenses, and an incentive payment up to, but not more than, \$7,000 for each class representative. The Court will decide whether to approve the Settlement at the Final Fairness Hearing on \_\_\_\_\_. This date may be moved, canceled, or otherwise modified; see [www.\\_\\_\\_\\_\\_.com](http://www._____.com) for more information.

Any request by a class member to be excluded from the settlement, and any objection to the settlement by a class member, must be postmarked by \_\_\_\_\_. Instructions on what to include in requests for exclusion and/or objections can be found at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

BY ORDER OF THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI



IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

NATHANIEL JOHNSON, et al.,	)	
	)	
individually and on behalf of those	)	
similarly situated,	)	
	)	
Plaintiffs,	)	Case No.: 2316-cv09588
v.	)	
	)	
STONEGATE MEADOWS	)	
APARTMENTS, LLC, et al.,	)	
	)	
Defendants.	)	

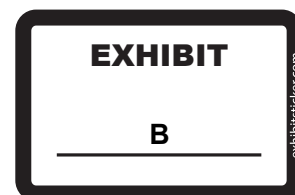
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**[PROPOSED] FINAL APPROVAL ORDER**

On \_\_\_\_\_, this matter came before the Court for a Final Hearing pursuant to Missouri Supreme Court Rule 52.08(e). On \_\_\_\_\_, 2025, the Court entered an Order Preliminarily Approving Class Action Settlement, Certifying the Settlement Class and Providing For Notice To the Settlement Class that preliminarily approved the proposed Settlement Agreement and Release (the “Agreement”) between Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams (“Plaintiffs”) and Young Management Corporation (“Young”), and specified the manner in which the Class Mail Notice was to be provided to the Settlement Class.<sup>1</sup>

Following dissemination of Class Mail Notice, members of the Settlement Class

<sup>1</sup> Unless otherwise indicated, capitalized terms used in this Order have the meaning defined in the Agreement filed as Exhibit 1 to the Unopposed Motion of Plaintiff for Order Conditionally Certifying Settlement Class, Preliminarily Approving Class Action Settlement, Directing Distribution of Class Notice, Setting Hearing for Final Approval of Class Action Settlement and Appointing Class Counsel.



were given an opportunity to: (a) request exclusion from the Settlement Class; (b) object to the Settlement (including Class Counsel's Fee and Costs Application and the Service Award application; or (c) take no action. [There were \_\_\_\_\_ objections filed/There were no objections filed.]

The Final Hearing was held on \_\_\_\_\_, 2025.

After careful consideration of the terms of the Agreement and the presentations of the Parties, the Court concludes that the Settlement provides a fair, reasonable and adequate recovery for Settlement Class Members. The Settlement constitutes an excellent result for the Settlement Class Members under the circumstances and challenges presented by the Action. The Court specifically finds that the Settlement is fair, reasonable and adequate, and a satisfactory good faith compromise of the Settlement Class Members' claims against Young only. The Settlement fully complies with Rule 52.08(e), and thus, the Court grants Final Approval to the Settlement, certifies the Settlement Class, and awards the fees and costs requested by Class Counsel as well as the requested Service Award for the representative Plaintiffs. The Court finds that the Agreement should be finally approved and this case dismissed with prejudice as to all Settlement Class Members' claims against Young only.

IT IS HEREBY ORDERED that:

1. The prior provisional certification of the Settlement Class is hereby finally confirmed for purposes of the Settlement approved by this Final Order. The final Settlement Class is defined as:

All Missouri tenants who leased and/or lived at Stonegate Meadows

Apartment Complex from November 27, 2019, through August 31, 2020.

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

2. The Court finds that the prerequisites of Rule 52.08 have been satisfied with respect to the Settlement. The Court specifically finds that the Settlement Class consists of hundreds of persons, and joinder of all the members of the Settlement Class in a single proceeding would be impracticable, if not impossible, because of their number and dispersion. The Court further finds that the Plaintiffs and their counsel have capably prosecuted the claims of this lawsuit. The Court finds no conflict between the Plaintiffs or their counsel and the Settlement Class. Plaintiffs and their counsel are adequate representatives for the Settlement Class. The Plaintiffs are also typical of the Settlement Class. They are members of the Settlement Class and are representative of the claims and defenses presented by the parties in this case. Commonality is also satisfied in this case for settlement purposes as a number of common issues exist among the members of the Settlement Class. Common issues predominate over individual issues in the context of settlement, and certification of an agreed-upon settlement class is a superior mechanism for resolving these claims.

3. Pursuant to Missouri Rule of Civil Procedure 52.08, the Court hereby approves the terms of the Agreement as fair, reasonable, and adequate as it applies to the Settlement Class, and directs consummation of all Settlement terms and provisions including the payments to Settlement Class Members from the Settlement Fund as contemplated by the Settlement.

4. [The Court overrules the objections to the Settlement, and finds them to be without merit.]

5. The Court hereby finds and concludes that Class Mail Notice has been given to all members of Settlement Class known and reasonably identifiable in the best manner practicable, and in full satisfaction of the requirements of Rule 52.08 and due process.

6. The Agreement, including the Releases provided for therein, shall be binding on the Parties to the Settlement, including all Settlement Class Members. The individuals set forth on Exhibit A hereto are members of the Settlement Class who timely and properly excluded themselves from the Settlement and therefore, are not bound by the terms of the Settlement.

7. The Court approves Class Counsel's Fee and Costs Application and orders payment to Class Counsel from the Settlement Fund in the sum of \$ \_\_\_\_\_ for their work on this matter on behalf of the Settlement Class..

8. The Court approves Plaintiffs' Service Award application, and orders payment to the Plaintiffs from the Settlement Fund in the sum of \$ \_\_\_\_\_ each for their work on this matter on behalf of the Settlement Class.

9. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, or the Settlement becomes null and void pursuant to the terms of the Agreement, this Final Order shall be deemed vacated and shall have no force or effect whatsoever.

IT IS SO ORDERED.

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Charles H. McKenzie  
United States District Judge

Dated: \_\_\_\_\_  
Kansas City, Missouri

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

NATHANIEL JOHNSON, et al.,	)	
	)	
individually and on behalf of those	)	
similarly situated,	)	
	)	
Plaintiffs,	)	Case No.: 2316-cv09588
v.	)	
	)	
STONEGATE MEADOWS	)	
APARTMENTS, LLC, et al.,	)	
	)	
Defendants.	)	

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**[PROPOSED] PARTIAL JUDGMENT IN A CIVIL ACTION**

WHEREAS on \_\_\_\_\_, 2025, Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams (“Plaintiffs”) entered into a Settlement Agreement and Release (the “Agreement”) with Young Management Corporation (“Young”);

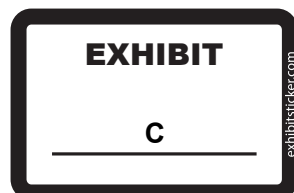
WHEREAS on \_\_\_\_\_, 2025, the Court granted preliminary approval of the Settlement with the terms set forth in the Agreement in all respects;

WHEREAS on \_\_\_\_\_, 2025, the Court granted final approval of the Settlement with the terms set forth in the Agreement in all respects;

WHEREAS there is no just reason for delay in entry of judgment on Plaintiffs’ claims as to Young *only* in this matter;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

This Court has personal jurisdiction over the Parties and all Settlement Class Members, and jurisdiction to approve the Settlement at issue in the Court’s



\_\_\_\_\_, 2025 Final Approval Order.

The Court hereby approves of the Releases set forth in the Agreement.

The Settlement Class Members, and anyone acting on their behalf, are hereby enjoined from asserting, or attempting to assert, any of the claims against Young released by the terms of the Agreement approved in the Court’s \_\_\_\_\_, 2025 Final Approval Order.

All claims against Young only are hereby dismissed with prejudice and without costs, except those fees and expenses reflected in the Court’s \_\_\_\_\_, 2025 Final Approval Order. This partial judgment is entered as to Plaintiffs’ claims against Young only, and nothing in this partial judgment shall extinguish, release or otherwise affect Plaintiffs’ claims against any other defendant in this action.

All claims asserted by Young in this matter are hereby dismissed with prejudice and without costs;

The members of the Settlement Class who timely and properly excluded themselves from the Settlement are set forth on Exhibit A hereto, and are not bound by this Judgment.

The Court hereby reserves its exclusive, general and continuing jurisdiction over the parties to the Settlement as needed or appropriate in order to administer, supervise, implement, interpret or enforce the Agreement in accordance with its terms.

IT IS SO ORDERED.

\_\_\_\_\_  
Honorable Charles H. McKenzie

Dated: \_\_\_\_\_, 2025  
Kansas City, Missouri

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

NATHANIEL JOHNSON, et al.,	)	
	)	
individually and on behalf of those	)	
similarly situated,	)	
	)	
Plaintiffs,	)	Case No.: 2316-cv09588
v.	)	
	)	
STONEGATE MEADOWS	)	
APARTMENTS, LLC, et al.,	)	
	)	
Defendants.	)	

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**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT, CERTIFYING THE SETTLEMENT CLASS, PROVIDING FOR  
NOTICE TO THE SETTLEMENT CLASS AND SETTING A FINAL APPROVAL  
HEARING**

Pending before the Court is Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams’ Unopposed Motion for Order Conditionally Certifying Settlement Class, Preliminarily Approving Class Action Settlement, Directing Distribution of Class Notice, Setting Hearing for Final Approval of Class Action Settlement and Appointing Class Counsel (“Motion for Preliminary Approval”).

Plaintiffs and Young Management Corporation (“Young”) have entered into a Settlement Agreement and Release dated \_\_\_\_\_, 2025 (the “Agreement”), to settle Plaintiffs’ claims against Young *only* in the above-captioned putative class action. All capitalized terms used in this Order have the meaning as defined in the Agreement.

1. The Court finds that it has jurisdiction over the subject matter and parties to



this proceeding, venue is proper in this Court and there is a sufficient basis for granting preliminary approval of the Agreement and authorizing the steps necessary to determine whether the Agreement should be finally approved and this case dismissed.

IT IS HEREBY ORDERED that:

1. For purposes of settlement only, pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure, the Court certifies that this action may proceed as a class action on behalf of a Settlement Class consisting of:

All Missouri tenants who leased and/or lived at Stonegate Meadows Apartment Complex from November 27, 2019 through August 31, 2020.

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

2. The Court hereby appoints Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams to serve as the class representatives, and Joseph Kronawitter and Taylor Foye of the law firm Horn Aylward & Bandy, LLC, 2600 Grand Blvd., Ste. 1100, Kansas City, MO 64108 and Gina Chiala, Amy Sweeny Davis, and Nathan Cho of the Heartland Center for Jobs and Freedom, Inc., 4044 Central St., Kansas City, MO 64111, to serve as Class Counsel.

3. The Court finds that the prerequisites of Rule 52.08 of the Missouri Supreme Court Rules have been satisfied, and hereby certifies a settlement class as defined above. The Court specifically finds that the Settlement Class consists of hundreds of persons

distributed across the country, and joinder of all the members of the Settlement Class in a single proceeding would be impracticable, if not impossible, because of their number and dispersion. The Court further finds that the Plaintiffs and their counsel have capably prosecuted the claims of this lawsuit. The Court finds no conflict between the Plaintiffs or their counsel and the Settlement Class. Plaintiffs and their counsel are adequate representatives for the Settlement Class. The Plaintiffs are also typical of the Settlement Class. They are a member of the Settlement Class and are representative of the claims and defenses presented by the parties in this case. Commonality is also satisfied in this case for settlement purposes as a number of common issues exist among the members of the Settlement Class. Common issues predominate over individual issues in the context of settlement, and certification of an agreed-upon settlement class is a superior mechanism for resolving these claims.

4. The declaration that this litigation may be maintained for settlement purposes only as a class action and the appointment of Class Counsel shall be without force or effect if: (a) the Court does not give Final Approval to the Agreement and enter the Final Judgment contemplated by the Agreement, or (b) this Court's approval of the Agreement and/or entry of the Final Judgment are reversed on appeal.

5. The terms of the Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the Class Mail Notice to the members of the Settlement Class. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arms-length negotiations between the Parties and their capable and experienced counsel, and was reached with the assistance of a well-qualified and

experienced mediator, Mark Kempton. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Final Judgment. This determination permitting notice to the Settlement Class is not a final finding that the Agreement is fair, reasonable and adequate, but simply a determination that there is probable cause to disseminate Class Mail Notice to the Settlement Class and to hold a hearing on final approval of the Settlement.

6. Class Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs reimbursement associated with the legal services provided to the Plaintiffs and Settlement Class in connection with these claims and Settlement of the Action (the "Fee and Cost Application"). Class Counsel also may submit an application for a Service Award to be paid to each named Plaintiff for their services as the class representatives. Class Counsel shall file their Fee and Cost Application and Service Award application with the Court at least fourteen (14) days prior to the deadline for members of the Settlement Class to opt out and/or object to the Settlement. The requests made in the Fee and Cost Application and Service Award application shall be consistent with the terms of the Agreement.

7. Pursuant to Rule 52.08(e), a hearing (the "Final Hearing") shall be held on \_\_\_\_\_ at \_\_\_\_\_ a.m., before the undersigned, at the Jackson County,

Missouri Courthouse, 415 E. 12<sup>th</sup> Street, Kansas City, Missouri, 64106 for the purpose of finally determining whether the Agreement is fair, reasonable, and adequate and should be approved by the Court via entry of the Final Approval Order and Final Judgment contemplated by the Agreement and, if so, what amount of attorneys' fees and reimbursement of costs should be awarded to Class Counsel and whether a Service Award shall be awarded to the Plaintiffs.

8. Approval is hereby given to the form of, and the provisions, for disseminating the Class Mail Notice containing the text indicated in the draft Class Mail Notice attached to the Motion for Preliminary Approval. The Court finds that the Class Mail Notice to be given constitutes the best notice practicable under the circumstances, including individual notice to all members of the Settlement Class who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including Due Process. The costs of providing Class Mail Notice to the Settlement Class shall be paid from the Settlement Fund. The Court also appoints RG/2 Claims Administration, PO Box 59479, Philadelphia, PA 19102-9479 as the Settlement Administrator.

9. Within thirty (30) days after entry of this Order, the Settlement Administrator shall deliver to the United States Postal Service for first-class mailing, postage prepaid, copies of the Class Mail Notice containing the text indicated in the Class Mail Notice attached to the Motion for Preliminary Approval, addressed to each member of 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).

10. Each member of the Settlement Class who wishes to be excluded from the Settlement Class must submit a request for exclusion to the address(es) specified in the Class Mail Notice. Such requests for exclusion must be postmarked by \_\_\_\_\_, 2025. To be effective, the request for exclusion must comply with the instructions set forth in the approved Class Mail Notice. Any member of the Settlement Class who fails to submit a timely and complete request for exclusion shall be subject to and bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class pursuant to the Agreement. Any member of the Settlement Class who timely and properly submits a request for exclusion shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11. Class Counsel shall notify counsel for Young upon receipt of any opt-out requests and shall provide the Court with a list of any persons who timely and adequately file a request to opt out and be excluded from the Settlement at least fourteen days (14) days before the date of the Final Hearing Date.

12. Any member of the Settlement Class who intends to object to any aspect of the Settlement (including Class Counsel's Fee and Costs Application or the Service Award

application) must, by \_\_\_\_\_, file any such objection with the Court, and provide copies to the Parties, as set forth in the Class Mail Notice. Any such objection must comply with all requirements set forth in the approved Class Mail Notice, including the requirements that such objection be in writing and contain:

- A. The name, address, and telephone number of the class member filing the objection;
- B. A statement of each objection asserted;
- C. A detailed description of the facts underlying each objection;
- D. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- E. If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- F. 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;
- G. If the objector plans to call a witness or present other evidence at the Final 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;
- H. A statement of whether the objector intends to appear at the Final Hearing; and
- I. A copy of any exhibits which the objector may offer during the Final Hearing.

13. Any member of the Settlement Class who does not make his or her objection in the manner provided above and in the Class Mail Notice 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. Any member of the Settlement Class who does not file a timely written

objection to the Settlement and notice of his intent to appear at the Final Hearing shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

14. The Parties to the Settlement shall file any motions, memoranda or other material in support of final approval of the Agreement, including any response to timely and properly filed objections to the Agreement, no later than ten (10) days after the deadline for the filing of objections and opt out requests as provided in this order. Such material shall be served on Class Counsel, counsel for Young, and on any member of the Settlement Class (or their counsel, if represented by counsel) filing an objection to the Settlement.

15. Following the Final Hearing, and based upon the entire record in this matter, the Court will decide whether the Agreement should be approved and, if so, what amount of fees and expenses should be awarded to Class Counsel. If appropriate, the Court will issue a Final Approval Order and Final Judgment memorializing its decision.

16. In the event the Settlement is not approved by the Court, or for any reason the parties fail to obtain a Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Plaintiffs or Young on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Mail Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

17. Pending final determination of this application for approval of the Agreement, and subject to further order of this Court, all proceedings in the Action related to Plaintiffs' claims against Young only, other than as may be necessary to effectuate the Settlement and carry out the terms of the Agreement and responsibilities related or incidental thereto, shall be stayed.

IT IS SO ORDERED.

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Honorable Charles H. McKenzie

Dated: \_\_\_\_\_  
Kansas City, Missouri