

## JOINT SETTLEMENT AGREEMENT AND RELEASE

This Joint Settlement Agreement and Release (collectively, the “Agreement”), is entered into by and between Plaintiffs (as hereinafter defined), individually and on behalf of the Class Members they seek to represent, and Defendant Green Skyline Apartments, LLC.

### RECITALS

**WHEREAS**, Martina S. Carter, Anne M. McCheyne, and Lawrence I. Fuller filed a Complaint on July 1, 2021 (amended complaint filed August 11, 2021), against Defendant in the Supreme Court of the State of New York, Onondaga County, on behalf of themselves and a class of similarly situated tenants of the Skyline Apartment building located at 753 James Street, Syracuse, New York 13203 (“Skyline Apartment Building”)(“the Litigation”); and

**WHEREAS**, the Complaint alleged, *inter alia*, that Defendant violated the warranty of habitability, as codified in Real Property Law Section 235-b, by failing to maintain the common areas of the premises in a safe and habitable condition and sought damages for all putative Class Members; and

**WHEREAS**, Plaintiffs filed a motion for class certification on December 7, 2021 (Motion Sequence No. 2), requesting that the Court certify a class consisting of current and former tenants who resided in the building at any point from December 2016 through the present; and

**WHEREAS**, the Court certified the class pursuant to an Order issued on June 17, 2022; and

**WHEREAS**, Defendant denies that Plaintiffs and the class members are entitled to the relief sought by Plaintiffs; and

**WHEREAS**, Defendant desires to settle and resolve the claims asserted by the Plaintiffs solely to avoid further lengthy and time-consuming litigation and the burden, inconvenience, and expense associated therewith; and

**WHEREAS**, Class Counsel has investigated and prosecuted this case, including but not limited to, reviewing documents and other evidence produced by Plaintiffs and Defendant; and

**WHEREAS**, Class Counsel has analyzed and evaluated the merits of the claims raised by Plaintiffs and the defenses raised by Defendant, and the impact of this Agreement on Plaintiff and the Class Members; and

**WHEREAS**, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery whatsoever for the Class Members,

or might result in a recovery that is less favorable to the Class Members and that would not occur for several years, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate, and that this Agreement is in the best interests of the Class Members.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, Plaintiffs and Defendant agree to a full and complete settlement of the Litigation on the following terms and conditions:

## 1. DEFINITIONS

The defined terms set forth herein shall have the meanings ascribed to them below.

- 1.1 Allocated Amount.** “Allocated Amount” means the portion of the Net Settlement Fund attributable to an individual Class Member, calculated pursuant to Section 3.4. The Allocated Amount to an individual Class Member shall not exceed Twenty-Two Thousand, Two-Hundred Seventy-Five Dollars and No Cents (\$22,275.00), not including Service Award payments to the named Plaintiffs.
- 1.2 Adequate Proof.** For purposes of proving tenancy in the Skyline Apartment Building during the relevant period, any two (2) of the following items shall be accepted as adequate proof: utility bill; lease; driver’s license; tax return; W-2; voter registration; vehicle registration; bank statement.
- 1.3 Authorized Claimant.** “Authorized Claimant” means a Class Member who submits to the Claims Administrator a timely and properly completed Claim Form that acknowledges they lived in the Skyline Apartment Building at some point during the Class Period. Plaintiffs are deemed Authorized Claimants upon the execution of this Agreement and do not otherwise need to return a Claim Form.
- 1.4 Claims Administrator.** “Claims Administrator” shall refer to a qualified class action settlement administration firm agreed to by the Parties and retained pursuant to Section 2.1.
- 1.5 Claim Form.** “Claim Form” shall refer to the form Class Members must submit to be eligible for a settlement payment, as approved by the Court.
- 1.6 Class Counsel.** “Class Counsel” shall refer to Legal Services of Central New York, Inc. For purposes of providing any notices requires under this Agreement, Class Counsel shall refer to Joseph Maslak, Esq. and Samuel Young, Esq., Legal Services of Central New York, 221 South Warren Street, Suite 300, Syracuse, New York 13202, [jmaslak@lscny.org](mailto:jmaslak@lscny.org), [samyoung@lscny.org](mailto:samyoung@lscny.org).

- 1.7 Class Members.** “Class Members” shall be defined as all members of the Settlement Class, who are either listed on a tenant roster or who can otherwise demonstrate their tenancy in the building to Plaintiffs’ Counsel and the Class Administrator through two (2) forms of adequate proof.
- 1.8 Class Notice.** “Class Notice” shall refer to the form of notice for Class Members regarding this settlement, in the form approved by the Court.
- 1.9 Class Period.** The “Class Period” means the period from January 1, 2017 through July 14, 2023.
- 1.10 Complaint.** “Complaint” shall refer to the Amended Complaint filed by the Plaintiffs in the Litigation.
- 1.11 Court.** “Court” shall refer to the Supreme Court of the State of New York, Onondaga County.
- 1.12 Defendant.** “Defendant” shall refer to Green Skyline Apartments, LLC, owners of the Skyline Apartment Building during the class period.
- 1.13 Defense Counsel or Defendant’s Counsel.** “Defense Counsel” or “Defendant’s Counsel” shall refer to Sokoloff Stern LLP. For purposes of providing any notices required under this Agreement, Defendant’s Counsel shall refer to Annemarie Jones, Esq., Sokoloff Stern, LLP, 179 Westbury Avenue, Carle Place, New York 11514, [ajones@sokoloffstern.com](mailto:ajones@sokoloffstern.com).
- 1.14 Effective Date.** “Effective Date” shall refer to the first date on which all of the following have occurred:
- (A) The Court has issued its Order Granting Final Approval;
  - (B) The Court has ruled on all motions for final settlement approval, award of service payment for Plaintiffs pursuant to Section 3.3 and for reasonable costs pursuant to Section 3.2; and
  - (C) The Agreement has become “Final” which is the later of
    - (1) Thirty-five (35) calendar days following services of notice of entry of the Court’s Order Granting Final Approval if there are no appeals or requests for rehearing or reconsideration; or
    - (2) If rehearing, reconsideration or appellate review of the Order Granting Final Approval is sought, after any and all avenues of rehearing, reconsideration and appellate review have been exhausted and no further rehearing, reconsideration or appellate review is permitted, and the time for seeking such review has expired, and the Order Granting Final Approval has been affirmed in its entirety.

- 1.15 Fairness Hearing.** “Fairness Hearing” shall mean the hearing scheduled by the Court regarding the Order Granting Preliminary Approval.
- 1.16 Final Settlement Amount.** “Final Settlement Amount” means the aggregate Allocated Amounts for Authorized Claimants only, the Court-approved attorney’s costs as described in Section 3.2, the Court-approved service award payment to Plaintiffs as described in Section 3.3, and the Court-approved payment to the Claims Administrator as described in Section 2.1.
- 1.17 Gross Settlement Amount.** “Gross Settlement Amount” shall mean the amount of Eight Hundred Thousand Dollars and No Cents (\$800,000.00).
- 1.18 Litigation.** “Litigation” shall mean the action pending in the Court entitled Martina S. Carter, Anne M. McCheyne, & Lawrence I. Fuller, individually and on behalf of all individuals similarly situated v. Green Skyline Apartments, LLC, Index No. 005036/2021.
- 1.19 Mailing Date.** The “Mailing Date” shall mean the date on which the Claims Administrator first mails any Class Notice via USPS first class mail.
- 1.20 Net Settlement Amount.** “Net Settlement Amount” shall mean the Gross Settlement Amount, less the following amounts: (a) the Court-approved attorneys’ litigation costs and expenses as described in Section 3.2; and (b) the Court-approved service award payment to Plaintiffs as described in Section 3.3; and (c) the Court-approved payment to the Claims Administrator as described in Section 2.1.
- 1.21 Notice Response Deadline.** “Notice Response Deadline” shall mean the date sixty (60) calendar days after the Mailing Date, but shall be extended for an additional forty-five (45) days for any returned and remailed notices.
- 1.22 Order Granting Final Approval.** “Order Granting Final Approval” shall mean the final order approving this Agreement entered by the Court after the Fairness Hearing.
- 1.23 Order Granting Preliminary Approval.** “Order Granting Preliminary Approval” shall mean the order entered by the Court (a) preliminarily approving the terms and conditions of this Agreement; (b) directing the manner and timing of providing Notice of Proposed Class Action Settlement to the Class Members; and (c) setting the dates and deadlines for effectuating the settlement, including the Notice Response Deadline, the Mailing Date, and the date of the Fairness Hearing.

- 1.24 Parties.** “Parties” shall mean, collectively, the Plaintiffs, the Class Members, and the Defendant.
- 1.25 Plaintiffs.** “Plaintiffs” shall mean, collectively, Martina S. Carter, Anne M. McCheyne, and the Estate of Lawrence I. Fuller, their heirs and executors for all purposes in this Agreement.
- 1.26 Qualified Settlement Fund.** “Qualified Settlement Fund” shall mean a qualified settlement fund, as defined by the Internal Revenue Code, administered and/or controlled by the Claims Administrator.
- 1.27 Settlement Class.** “Settlement Class” shall be defined as all tenants who resided in the Skyline Apartment building owned by Defendants at any time during the period of January 1, 2017 through July 14, 2023 who are either listed on a tenant roster or who timely demonstrate their tenancy in the building to Plaintiffs’ Counsel and the Claims Administrator through two (2) forms of adequate proof.

## **2. APPROVAL AND CLASS NOTICE**

- 2.1 Retention of Claims Administrator.** Within thirty days after the execution of this Agreement, Plaintiffs shall retain the Claims Administrator to administer the claims process based on the terms contained herein. Plaintiffs shall direct the Claims Administrator to do the following: (a) administer the Class Notice and Claim Form process; (b) calculate the individual Allocated Amount for each Class Member pursuant to Section 3.4; (c) create the Qualified Settlement Fund, as defined by the Internal Revenue Code; (d) cut and send each of the settlement checks to be paid to each Authorized Claimant and to Class Counsel; (e) issue any tax forms required by law; (f) calculate and make any reversion payments; and (g) report to Defendant’s Counsel and Class Counsel regarding the aforementioned activities. Plaintiffs shall direct the Claims Administrator to respond to any requests for information from Defendant’s Counsel. The Claims Administrator shall also issue to Defendant’s Counsel and Class Counsel a report every thirty (30) calendar day setting forth a summary of its recent activity. Plaintiff shall direct the Claims Administrator to pay itself from the Qualified Settlement Fund any fees and costs for its services that are approved by the Court in the Order Granting Final Approval; these fees and costs shall not exceed Fifty Thousand Dollars and No Cents (\$50,000.00).
- 2.2 Preliminary Approval by the Court.** Within twenty (20) calendar days after the execution of this Agreement, Plaintiffs will file a motion with the Court seeking an Order Granting Preliminary Approval, as defined above. Plaintiffs will submit the proposed Class Notice (attached hereto as Exhibit A), the proposed Claim Form

(attached hereto as Exhibit B), and the proposed Order Granting Preliminary Approval (attached hereto as Exhibit C). If the Court denies preliminary approval and the Litigation resumes, the case will proceed as if no settlement had been attempted. Plaintiffs shall request that the Court schedule the Fairness hearing at least 135 calendar days after the entry of the Court's Order Granting Preliminary Approval on a mutually agreeable date for all counsel.

### **2.3 Class Notice and Class Member Opt-In**

- (A) Within twenty (20) calendar days after the entry of the Court's Order Granting Preliminary Approval, Plaintiffs will provide the designated Claims Administrator with a list of names, last known addresses, and dates of residence of all Class Members who resided in the Skyline Apartment building during the Class Period ("Class Data").
- (B) Plaintiffs shall direct the Claims Administrator to mail, via First Class United States mail, postage prepaid, the Class Notice and the Claim Form to all Class Members for whom it has a mailing address, within forty (40) calendar days after the Court issues its Order Granting Preliminary Approval. Class Counsel shall direct the Claims Administrator to conduct a skip-trace to obtain the updated addresses of the Class Members. Further, Class Counsel shall direct the Claims Administrator to take reasonable steps to obtain the correct addresses of the Class Members for whom the notices are returned by the post office as "undeliverable" and to attempt a second re-mailing. The Claims Administrator shall notify Class Counsel and Defendant's Counsel of any mailing sent to Class Members that are returned as undeliverable after the first mailing as well as any such mail returned as undeliverable after any subsequent mailing(s). Class Counsel, Defendant, and Plaintiffs shall have no further obligation to search for Class Members.
- (C) In order to be an Authorized Claimant and be eligible to receive payment of their Allocated Amount, a Class Member must mail a completed Claim Form with their original signature that acknowledges that they lived in the Skyline Apartment Building for at least one month during the Class Period, which must be post-marked before the Notice Response Deadline. Plaintiffs shall direct the Claims Administrator to stamp the receipt date on the original or each executed Claim Form. Plaintiffs shall direct the Claims Administrator to send copies of each executed Claim Form to Class Counsel and Defendant's Counsel by email no later than five (5) business days after the Notice Response Deadline. Plaintiffs shall further direct the Claims Administrator to retain the stamped originals of all executed Claim Forms and all original envelopes accompanying those documents in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement, at which time all originals shall be provided to Class Counsel by mail. Plaintiffs shall direct the Claims

Administrator to provide a list of all Authorized Claimants to Class Counsel and Defendant's Counsel by e-mail no later than ten (10) calendar days after the Notice Response Deadline. Plaintiffs shall direct the Claims Administrator not to share Class Members' social security numbers, if provided, with the Parties or their counsel.

- (D) Individuals who do not wish to participate in this Settlement, and who want to retain the right to sue or continue to sue the Defendant separately, must simply do nothing. Individuals who do not complete a claim form will not participate in the Settlement and will retain the right to sue the Defendant.
- (E) The Notice Response Deadline shall be extended an additional forty-five (45) days for any re-mailed Class Notice or Claim Form.
- (F) Any Class Member who fails to timely submit a completed and signed Claim Form before the Notice Response Deadline will not be eligible to receive a settlement payment pursuant to this Agreement, and will be excluded from the Settlement and Release.

#### **2.4 Objections to Settlement/Disputes About Allocated Amounts.**

- (A) Class Members who wish to present objections to this Agreement at the Fairness Hearing must first do so in a written statement mailed to the Claims Administrator. To be considered, the written objections must be post-marked prior to the Notice Response Deadline. Plaintiff shall direct the Claims Administrator to stamp the date received on the original of each objections, and to send copies of each objection to Class Counsel and Defendant's Counsel by email no later than five (5) business days after receipt thereof. An objector may withdraw his/her/their objections at any time. Plaintiffs shall file all objections with their Motion for Final Approval, unless such objections have been withdrawn by that date.
- (B) An objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Fairness Hearing must state his/her/their intention to do so at the time he/she/they submits his/her/their written objections. No Class Member may appear at the Fairness Hearing unless he/she/they has mailed a timely objection that complies with the procedures provided in Section 2.4(A). A Class Member's objection must state the reasons for the objection. The Class Member's objection must also include his/her/their name and the dates he/she/they resided in Skyline Apartment Building.
- (C) The Parties may each file with the Court any written responses to any filed objections not later than four (4) calendar days before the Fairness Hearing
- (D) A Class Member who has submitted a Claim Form, and who subsequently objects and is not satisfied with the outcome of their objection, shall have 20 days after entry of the Order Granting Final Approval to withdraw their Claim Form and no longer be a part of the Class. They may do so by

mailing a written statement to the Claims Administrator identifying themselves, clearly stating they no longer wish to be a part of the Class, no longer wish to collect any money from the Settlement, and directing the Claims Administrator to remove them from the Class. Such individuals shall be viewed as never having submitted a Claim Form and will be excluded from the Settlement and Release.

- 2.5 Motion for Final Approval.** No later than fifteen (15) calendar days before the Fairness Hearing, Plaintiff will file a Motion for Final Approval with a proposed Order Granting Final Approval. Defendant shall not oppose such motion, unless the motion seeks relief beyond the express terms of this Agreement or is inconsistent with this Agreement.
- 2.6 Entry of Judgment.** At the Fairness Hearing, the Parties will request that the Court, among other things: (a) enter the proposed Order Granting Final Approval agreed upon by the Parties prior to the Fairness Hearing; (b) approve the Agreement as final, fair, reasonable, adequate, and binding on all Class Members who have opted-in to the Agreement by submitting a timely Claim Form; (c) dismiss the Litigation with prejudice; (d) enter an order permanently enjoining all bound Class Members from pursuing and/or seeking to reopen claims that have been released by this Agreement; (e) approving the amounts of Class Counsel's costs, the service awards for Plaintiffs, and the Claims Administrator's fees and costs; and (f) ordering Defendant to pay the Final Settlement Amount into the Qualified Settlement Fund.
- 2.7 Effect of Failure to Grant Final Approval.** In the event the Court denies Plaintiff's Motion for Final Approval or such Order Granting Final Approval does not become final and effective for any reason whatsoever, the Parties shall proceed as follows:
- (A) Attempt to resolve and reconcile the issue raised by the Court and if mutually agreed by Plaintiffs and Defendant, resubmit additional documents and information to attempt to obtain final approval.
  - (B) If the Court again declines such final approval, then the Litigation will proceed as if no settlement had been attempted.
  - (C) Plaintiffs and Defendant shall ask the Court to approve a notice to Class Members that the Agreement did not receive final approval and that, as a result, no payments will be made to Class Members under the Agreement. Plaintiffs shall direct the Claims Administrator to mail any Court-approved notice via First Class United States Mail, postage prepaid, to the addresses used by the Claims Administrator in mailing the Court-approved Class Notice, and the parties shall split the cost of mailing such notice.
  - (D) Any and all fees paid to the Claims Administrator will be split evenly between Plaintiffs and Defendant.

### 3. SETTLEMENT TERMS

#### 3.1 Settlement Payments from the Gross Settlement Amount.

- (A) The Final Settlement Amount shall fully resolve and satisfy any and all amounts to be paid to the Authorized Claimants, any Court-approved service payment to Plaintiffs, Court-approved attorneys' costs, and any Court-approved Claims Administrator fees and costs.
- (B) Within ten (10) calendar days after the Notice Response Deadline has ended for all Class Members the Claims Administrator shall provide by email to Class Counsel and Defendant's Counsel its preliminary calculations of the Class Members' Allocated Amounts, based on the assumption that the Court will approve the maximum permitted Claims Administrator fees and costs under Section 2.1, the maximum permitted attorneys' costs under Section 3.2(A), and the maximum permitted Service Award to Plaintiffs under Section 3.3(A).
- (C) **Funding the Qualified Settlement Fund.** Defendant shall deposit the Final Settlement Amount into the Qualified Settlement Fund no more than thirty (30) days after the Effective Date.
- (D) **Distributing the Final Settlement Amount.** Within thirty (30) calendar days after the Effective Date, the Claims Administrator shall distribute the Final Settlement Amount by making the following payments:
  - (1) Reimbursing Class Counsel for its Court-approved costs as described in Section 3.2(A);
  - (2) Paying the Court-approved service award payment to Plaintiffs as described in Section 3.3;
  - (3) Paying the Authorized Claimants their individual Allocated Amounts as described in Section 3.4;
  - (4) Paying the Claims Administrator for its Court-approved fees and costs under Section 2.1.
- (E) If any payments made to Plaintiffs or Authorized Claimants as described in Sections 3.1, 3.3, and 3.4 are not cashed within ninety (90) calendar days of the initial check mailing date or are returned as undeliverable to the Claims Administrator, the funds will be re-deposited into the Qualified Settlement Fund and shall be donated to the Greater Syracuse Tenants Network, located at 751 James Street, Syracuse, New York 13203.

#### 3.2 Settlement Amounts Payable as Attorney's Costs.

- (A) At the Fairness Hearing, Class Counsel shall petition the Court for reimbursement of reasonable actually incurred litigation costs and expenses from the Final Settlement Amount. Class Counsel shall not seek more than

\$5,000.00 for litigation costs and expenses. Defendants shall take no position on Class Counsel's petition for fees and costs pursuant to this Section except to the extent Class Counsel's petition is in any way inconsistent with the terms of this Agreement.

- (B) Class Counsel has agreed not to seek attorneys' fees, and will only seek reimbursement of actually incurred litigation costs and expenses as described in Section 3.2(A).
- (C) The substance of Class Counsel's application for reimbursement of litigation costs and expenses pursuant to this Agreement is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of any proceeding related to Class Counsel's application for reimbursement of litigation costs and expenses shall not terminate this Agreement, extinguish any Party's obligations under this Agreement, or otherwise affect the Court's ruling on the motion seeking an Order Granting Final Approval.

### 3.3 Service Payments

- (A) **To Plaintiffs Martina S. Carter, Anne M. McCheyne, and Estate of Lawrence I. Fuller.** In the motion seeking an Order Granting Final Approval, Plaintiffs Martina S. Carter, Anne M. McCheyne, and the Estate of Lawrence I. Fuller will apply to the Court to receive a service award payment from the Gross Settlement Amount for services rendered to the Settlement Class, in exchange for a general release of claims. Plaintiffs will apply to the Court for a service award of no more than Five Thousand Dollars and No Cents (\$5,000.00) each. Defendant will not oppose such application, except to the extent it is inconsistent in any way with this Agreement. This service award, and the requirements for obtaining such payment, are separate and apart from, and in addition to, other recovery to which Plaintiffs might be entitled, and other requirements for obtaining such recovery, under other provisions of this Agreement.
- (B) The substance of the above-referenced application for a service award is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of the Court's ruling on the application for service award shall not terminate this Agreement or otherwise affect the Court's ruling on the motion seeking an Order Granting Final Approval.

### 3.4 Distribution to Class Members.

- (A) Only Authorized Claimants shall receive payment of Allocated Amounts from the Qualified Settlement Fund. No other Class Members shall be entitled to any payments from the Qualified Settlement Fund.
- (B) The Allocated Amounts for each Class Member shall be determined by the following formula and allocation mechanisms:
  - (1) First, the Claims Administrator shall calculate the Net Settlement Payment in accordance with this Agreement by deducting the Following from the Gross Settlement Amount: (a) any Court-approved attorneys' litigation costs and expenses as described in Section 3.2; and (b) any Court-approved Service Award payment to Plaintiffs as described in Section 3.3; and (c) any Court-approved costs and fees for the Claims Administrator as described in Section 2.1.
  - (2) Second, the Claims Administrator shall provide each Class Member with one (1) point for each month that Class Member resided in the Skyline Apartment building during the Class Period.
  - (3) Third, the Claims Administrator shall aggregate the eligible points for all Class Members.
  - (4) Fourth, the Claims Administrator shall divide the Net Settlement Amount by the total number of points of all Class Members to reach a per point monetary value.
  - (5) Fifth, the Claims Administrator shall take each Class Members' number of points and multiply it by the per point monetary value to calculate each Class Member's Allocated Amount.
  - (6) The maximum amount of any Class Member's Allocated Amount shall be capped at \$22,275.00. This does not include the service award to the Plaintiffs, if awarded by the Court.
  - (7) Sixth, if this calculation results in Allocated Amounts that, in the aggregate, exceed the Net Settlement Amount, the Claims Administrator shall recalculate as necessary to ensure that the aggregate Allocated Amounts for all Class Members do not exceed the New Settlement Amount.
- (C) The Plaintiffs shall direct the Claims Administrator to calculate the Allocated Amounts for each Class Member based on the allocation formula described above and to provide the calculations to Class Counsel and Defendant's Counsel by email within seven (7) calendar days after the Court issues an Order Granting Final Approval. The Parties shall have ten (10) calendar days after receipt to challenge the calculations through written notice to the Claims Administrator and to the opposing party's counsel. If any Party challenges the calculations, Plaintiffs and Defendant shall have ten (10) calendar days to resolve the challenge. If the Parties are unable to

resolve a challenge, they shall then seek the assistance of the Court. No payments shall be made under this Agreement and all pending deadlines under this Agreement shall be tolled until such challenges are resolved through Court order or mutual agreement of the Parties. If no challenges are made by the deadline above, the Claims Administrator's determinations regarding the Allocated Amounts for each Authorized Claimant shall be final, binding, and not subject to subsequent challenge by the Parties, Class Counsel, or Defendant's Counsel.

### **3.5 Taxability of Settlement Payments.**

- (A) Plaintiffs, on behalf of the Class Members, acknowledge and agree that they have not relied upon any advice whatsoever from Class Counsel, the Defendant, or Defendant's Counsel as to any provision of this Agreement, as to the taxability, whether pursuant to federal, state, or local income tax statutes or regulations or otherwise of the payments made, actions taken, or consideration transferred hereunder and that each Class Member shall be solely responsible for the reporting and payment of any federal, state, and/or local taxes (including penalties and interest) on the payments described above.
- (B) Plaintiffs shall be solely responsible for all taxes, interest, and penalties due with respect to any Court-approved service award payments. Plaintiffs agree to and hereby indemnify and hold harmless Defendant and Defendant's Counsel from and against any and all tax liabilities, interest, and penalties that may be assessed or incurred as a result of not withholding money or issuing or reporting payments made under this paragraph.
- (C) Plaintiffs and Class Counsel warrant and represent that they are not aware of any liens and/or pending legal claims applicable to the Gross Settlement Amount.

## **4. RELEASE**

### **4.1 Release of Claims.**

- (A) By operation of the entry of the Order Granting Final Approval, and except as to claims to enforce this Agreement and except as otherwise provided below, all Authorized Claimants, each on his or her own behalf, and on behalf of their families, heirs, executors, administrators, agents, successors, attorneys, and assigns, hereby release and forever discharge Defendant as well as Defendant's parent companies, affiliates, predecessors, successors, subsidiaries, officers, directors, owners, trustees, shareholders, employees, spouses, agents, attorneys, insurers, and re-insurers, and each of their heirs, executors, administrators, agents, successors, and assigns (all of whom jointly and severally with Defendant, constitute and are hereinafter collectively referred to herein as

“Releasees”), both individually and in their official capacities, from any and all claims, causes of actions, suits, attorneys’ fees, pain and suffering, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, charges, complaints and demands whatsoever, in law, or equity, of any and every kind, nature and character, known or unknown, which against Releasees, Authorized Claimants as well as their families, heirs, executors, administrators, agents, successors, attorneys, and assigns, ever had, may now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement.

- (B) In addition to the claims released above, Plaintiffs agree to release all suits, actions, claims, causes of action, and damages whatsoever, known or unknown, which they ever had or now have against Defendant.
- (C) Any individual who does not submit a timely claim form, or who timely withdraws a previously filed claim form pursuant to the instructions in 2.4(D) of this Agreement and is thus excluded from this Agreement and Release, is not bound by the terms of this Agreement, including the Release of Claims, and retains the right to sue Defendant separately.
- (D) Defendants agree to release and waive any and all claims they may have against any Authorized Claimant, including but not limited to claims for unpaid rent or damages.

**4.2 Release of Fees and Costs for Settled Matters.** Class Counsel and Plaintiff, individually and on behalf of all Class Members, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Defendants for attorneys’ fees and costs associated with Class Counsel’s representation of Plaintiff and the Class Members in the Litigation, other than those approved by the Court pursuant to Section 3.2 above. Class Counsel further understands and agrees that any fee and costs payments approved by the Court will be the full, final, and complete payment of all attorneys’ fees and costs associated with Class Counsel’s representation of these individuals in the Litigation. Class Counsel represents that there are no liens for attorneys’ fees or costs applicable to the Final Settlement Amount in the Litigation. This provision is only valid if the Court gives this Agreement final approval.

## **5. NON-ADMISSION OF LIABILITY.**

By entering into this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs and/or the Class Members, individually or collectively, all

such liability being expressly denied. Rather, Defendant enters into this Agreement to avoid further protracted litigation and to resolve and settle all disputes with Plaintiffs and the Class Members. Settlement of the Litigation, negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant, or any other entity or individual released under Section 4 or of the truth of any of the factual allegations in any of the Complaints filed in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of fault or omission on the part of Defendant, or any other released entity or individual in any civil, criminal, administrative or arbitral proceeding; and (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification or administration or collective action treatment other than for purposes of administering this Agreement. The Parties understand and agree that this Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of the Agreement.

## 6. NOTICES.

Except as provided in Section 2.3 or otherwise expressly provided in this Agreement, any notices required or permitted to be given under this Agreement shall be given by overnight delivery (such as FedEx) or e-mail with read receipt requested and obtained. If notice is given by overnight delivery, it shall be deemed effective on the date that it is received, as confirmed by the courier. If notice is given by e-mail, it shall be deemed effective on the date the sender receives a read receipt.

## 7. MISCELLANEOUS

**7.1 Disclosure.** It is hereby understood and agreed by the Parties that Class Counsel, and the Class Administrator, may use methods other than mail to find and contact Class Members. The Parties agree that websites, social media, traditional media (newspaper, radio, television) and all other methods may be used to publicize the existence of this settlement and the methods by which Class Members may notify the Class Administrator of their current mailing address for the mailing of the Class Notice and Claim Form.

**7.2 Cooperation Between the Parties; Further Acts.** The Parties shall cooperate fully with each other and shall use reasonable efforts to obtain the Court's approval of this Agreement and all of its terms. Each of the Parties, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

- 7.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed superseded by this Agreement. The Parties acknowledge that they have not relied on any promises, representations, or discussions in agreeing to execute this Agreement.
- 7.4 Arm’s Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arm’s length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.
- 7.5 Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 7.6 Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.
- 7.7 Blue Penciling.** Following the Effective Date, if any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, in the event a court of competent jurisdiction finds that any of the release provisions in Section 4 are void, voidable, unlawful or unenforceable, the Parties agree that Plaintiff and any Class Members seeking to assert claims covered by such release provisions shall promptly execute a release that is legal, enforceable, and acceptable to the releasee against whom claims are asserted. In the event no such release may be executed, then the Plaintiff or Class Member(s) pursuing such claims forfeits their rights to any payments made under this Agreement and must return any payments already received pursuant to this Agreement.
- 7.8 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to its conflict of law principles.
- 7.9 Continuing Jurisdiction/Forum Selection.** The Parties shall request that the Court retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or

implementation of this Agreement and of the settlement contemplated thereby. The Parties do not consent to permit the Court to modify any of the terms of this Agreement, including but not limited to any payment obligations hereunder. The Parties hereby submit to the exclusive jurisdiction of the Court for the purpose of any suit, action, or other proceeding arising out of or relating to this Agreement.


**7.10 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless it is in writing, and signed by Plaintiffs, Defendant and Class Counsel. To the extent any such waiver, modification or amendment is contrary to any existing Court orders in the Litigation, Court approval shall be required. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**7.11 No Assignment.** Class Counsel and Plaintiffs, on behalf of the Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

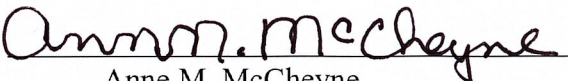
**7.12 Signatures.** Any signature made and transmitted by facsimile or electronically for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement.

**IT IS SO AGREED:**

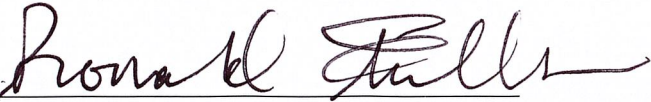
DATED: 3/31/26

  
Martina S. Carter

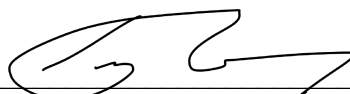
DATED: 03/24/2026

  
Anne M. McCheyne

DATED: 3/24/2026

  
Lawrence I. Fuller by Ronald Fuller, as Administrator  
of the Estate of Lawrence I. Fuller

DATED: 3/20/2026



Green Skyline Apartments, LLC

By: Troy Green