

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Barry Sewall, et al.,
Plaintiffs,

v.

Home Partners Holdings LLC, and
OPVHHJV LLC, d/b/a Pathlight Property
Management,
Defendants.

Case No.: 1:25-cv-07849

**DECLARATION OF BLAKE ROSS REGARDING THE IMPLEMENTATION OF THE
CLASS NOTICE PLAN AND SETTLEMENT ADMINISTRATION**

I, Blake Ross, declare as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for the Court-appointed Settlement Administrator, Eisner Advisory Group LLC (“EAG”). EAG was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. ***The Capacity and Basis of this Declaration and Verification.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EAG and our partners.

3. As the duly appointed Settlement Administrator, I verify compliance with the Class Notice¹ requirements contained in the Settlement Agreement, and the Court’s Preliminary Approval Order.

II. BACKGROUND

4. ***Preliminary Approval.*** On July 31, 2025, the Court entered its order preliminarily

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

approving the Settlement Agreement and the appointment of EAG as Settlement Administrator. After the Court's preliminary approval of the Settlement, EAG began to implement and coordinate the Class Notice program.

5. ***The Purpose of this Declaration and Verification.*** I submit this Declaration to evidence EAG's compliance with the terms of the Preliminary Approval Order, to detail EAG's execution of its role as the Administrator of the Settlement, and to verify compliance with the Class Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

III. CLASS ACTION FAIRNESS ACT NOTICE ("CAFA")

6. ***CAFA Notice.*** On July 21, 2025, pursuant to 28 U.S.C. §1715(b), EAG, on behalf of the Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of 33 U.S. states as well as the Attorney General of the United States. As of October 13, 2025, EAG has not received any objection from any Attorney General. A copy of the CAFA Notice and service list are attached as **Exhibit A**.

IV. CLASS NOTICE PROGRAM EXECUTION

7. ***Notice Database.*** EAG maintains a database of 183,340 residents which was used to effectuate the Class Notice campaign as outlined within the Settlement Agreement. EAG received the resident data from counsel for Defendants ("Class List") in multiple Excel files containing all residents² included on a lease with Defendants during the Settlement Class Periods. EAG consolidated the files based on the identifier for each individual ("Resident ID") and by the unique identifier for each household ("Household ID"). After consolidating the files and deduplicating on Resident ID, EAG determined the Class List consists of 183,340 unique residents and 58,682 Lease Households.

8. ***Email Hygiene.*** Before sending the Email Summary Notice, EAG performed a

² Residents refers to natural persons who signed leases with Home Partners, together with the household members or those listed as "occupants" listed in the leases, both current and former. The parties agree that some of these persons are not Settlement Class Members because they are minors.

hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability of the 117,592 unique email addresses provided in the Class List. This process includes syntax validation, misspelled domain detection and correction, domain validation, and risk validation. A total of 115,148 email addresses passed the hygiene and verification process. If an email address was not included for all residents within a Lease Household, and an email address was available for the primary tenant on the lease within the same Lease Household, EAG applied the primary tenant email address for those residents. This process resulted in 178,633 residents with an email address that passed the hygiene and verification process in order to effectuate notice.

9. ***Direct Email Notice.*** In sending the Email Summary Notice, EAG followed standard email best practices, including utilizing “unsubscribe” links and the Administrator’s contact information. Beginning on September 2, 2025, EAG caused the Email Summary Notice to be sent to the 178,633 residents with an email address that passed the hygiene and verification procedures outline above. Ultimately, the Email Summary Notice was successfully delivered to 175,413 email addresses, or 98.20% deliverability. A true and correct copy of the Email Notice sent is attached hereto as **Exhibit B**.

10. ***Direct Mail Notice.*** The Settlement Agreement directed that the Short Form Postcard Notice be mailed to Settlement Class Members who do not have valid email addresses. EAG coordinated and caused the Short Form Postcard Notice to be mailed via First-Class Mail to 3,422 Lease Households, covering a total of 9,293 residents. The Short Form Postcard Notice included the names of all residents included in the Lease Household, the web address to the Settlement Website for access to additional information, a description of Settlement Class Members’ rights and options and the dates by which to act on those options. A true and correct copy of the Short Form Postcard Notice is attached hereto as **Exhibit C**, with a copy of the Long Form Notice and the Claim Form.

11. ***Mailing Address Validation.*** Prior to mailing, all mailing addresses were checked

against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 3,422 Lease Households noticed via Short Form Postcard Notice, 11 addresses did not successfully pass the address validation procedures noted above.

12. ***Mail Notice Delivery.*** In the initial mailing campaign, EAG executed mailings to 9,293 residents. Mail notice delivery statistics are detailed in paragraph 17 below.

13. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box for the Settlement Program:

Home Partners Settlement Administrator
PO Box 1829
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit exclusion requests, Claim Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Class Notices, the Claim Form, and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

14. ***Settlement Website.*** On September 2, 2025, EAG published the Settlement Website, www.HPASettlement.com. Visitors to the Settlement Website can download the Email Summary Notice, the Long Form Notice, the Claim Form, as well as court documents such as the Class Action Complaint, the Settlement Agreement, motions filed by Class Counsel, orders of the Settlement Court, and other relevant documents. Visitors are also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Administrator. The date of the Fairness Hearing is also published on the website, and was updated as of the Court’s October 7, 2025 order to reflect the change from December 2, 2025 to December 1, 2025. As of October 13, 2025, the Settlement Website received 32,376 unique visits.

15. ***Dedicated Toll-Free Number.*** On September 2, 2025, EAG established a dedicated Toll-Free Number, 1-866-952-4063, which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EAG also provided copies of the Long Form Notice, paper Claim Form, as well as the Settlement Agreement, upon request to Settlement Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Class Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement program.

16. ***Email Support.*** EAG established an Email address, info@HPASettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Administrator for support.

V. NOTICE PROGRAM REACH

17. ***Notice Reach Results.*** Through the Class Notice procedures outlined above, EAG attempted to send direct notice to 183,183 (99.91%) Settlement Class Members. As of October 13, 2025, the Class Notice program reached a total of 179,440 (97.87%) Settlement Class Members.³ Table 1 below provides an overview of dissemination results and reach statistics for the Notice program.

Table 1: Notice Dissemination Statistics		
Description	Volume (#)	Percentage of Class Members (%)
Settlement Class Members	183,340	100.00%
Email Notice		
Total Email Notices Sent	178,633	97.43%
Total Email Notices Delivered	175,413	95.68%
Total Email Notices Bounced/Undeliverable	3,220	1.76%

³ A Settlement Class Member is considered “reached” by direct notice if a Short Form Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

Mail Notice		
Settlement Class Members Noticed by Postcard	9,293	5.07%
Settlement Class Members Listed on Returned Postcards	1,201	0.66%
Direct Notice Program Reach		
(+) Received Email Notice	175,413	95.68%
(+) Received Only Mail Notice	4,027	2.20%
(=) Received Direct Notice	179,440	97.87%

VI. CLAIM ACTIVITY

18. ***Claims Intake and Processing.*** Settlement Class Members can submit Claim and Change of Address Forms online by visiting the Settlement Website or by mailing a Claim and Change of Address Form to the Administrator. As of October 13, 2025, EAG has received a total of 3,992 Claim and Change of Address Form submissions. Table 2 below provides a summary of the Claim and Change of Address Forms received. The deadline for Settlement Class Members to submit a Claim and Change of Address Form is October 27, 2025. EAG will continue to intake and analyze submissions on the Settlement Website or mailed to the Settlement P.O. Box.

19. As of October 13, 2025, a total of \$1,140,451.51 has been claimed for Repair and Maintenance Costs Reimbursements. EAG has not completed intake and analysis of the submitted claims to determine whether all are valid.

Table 2: Claim Statistics (as of October 13, 2025)	
Description	Volume (#)
Total Repair and Maintenance Cost Reimbursement Claims	749
Claimed Only Lost Time	195
Claimed Only Out-of-Pocket Reimbursement	164
Claimed Both Lost Time and Out-of-Pocket Reimbursement	390
Total Change of Address Only Claims	3,243
Total Claim and Change of Address Form Received	3,992

VII. EXCLUSIONS AND OBJECTIONS

20. ***Exclusions (Opt-Outs) Received.*** The Settlement Agreement and Long Form Notice directed exclusion requests to be mailed to the Administrator. EAG has received five (5) exclusion requests from Settlement Class Members as of October 13, 2025. EAG will continue to intake exclusion requests postmarked by the exclusion deadline of October 20, 2025. A list of the individuals who have timely requested exclusion from the Settlement is attached hereto as **Exhibit D.**

21. ***Settlement Objections.*** The Settlement Agreement and Long Form Notice directed objections to be mailed to EAG or submitted to the Court. EAG has not received any objections from Settlement Class Members. The deadline to object to the Settlement is October 20, 2025.

VIII. CERTIFICATION

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 13th day of October, 2025 in Baton Rouge, Louisiana.



Blake Ross

EXHIBIT A



VIA U.S. MAIL

Date: July 21, 2025

To: All "Appropriate" Federal and State Officials Per 28 U.S.C. § 1715

Re: CAFA Notice for the proposed Settlement in *Barry Sewall, et al. v. Home Partners Holdings, LLC*, Case Number: 1:25-cv-07849, pending in the United States District Court for the Northern District of Illinois

Pursuant to Section 3 of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, Defendants Home Partners Holdings LLC and OPVHHJV LLC d/b/a Pathlight Property Management ("Defendants") hereby notify you of the proposed settlement filed on July 11, 2025 in the above-captioned action (the "Action"), currently pending in the United States District Court for the Northern District of Illinois (the "Court"). Defendants deny any wrongdoing or liability, but have nevertheless decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation.

Defendants address the eight items required by 28 U.S.C. § 1715(b) below, and all exhibits are available for review on the enclosed CD:

1. 28 U.S.C. § 1715(b)(1) – a copy of the complaint and any materials filed with the complaint and any amended complaints.

The Complaint is available as **Exhibit A**

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

There are currently two hearings scheduled in this matter: July 29, 2025 at 9:30 am (motion to stay) and September 25, 2025 at 9:15 am (initial status hearing).

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.

Copies of the proposed Email Notice, Postcard Notice, and Long Form Notice are available as **Exhibits B, C, and D**, respectively.

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

The Settlement Agreement is available as **Exhibit E**.

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between class counsel and counsel for defendants.

The Parties' contemporaneous side letter is attached as **Exhibit F**.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

The Court has not entered a final judgment or notice of dismissal.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State’s appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

A table providing a reasonable estimate of the number of class members residing in each state and the estimated proportionate share of the claims of such members to the settlement is attached as **Exhibit G**.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

There has been no written judicial opinion.

If you have any questions about this notice, the Action, or the enclosed materials, please contact the undersigned below.

Respectfully submitted,

Eisner Advisory Group LLC

CAFA Notice Service List							
Sewall, et al., v. Home Partners, LLC, Case No. 1:25-CV-07849							
Name1	Name2	Address1	Address2	Address3	City	State	Zip
Office of the Attorney General		501 Washington Avenue	PO Box 300152		Montgomery	AL	36104
Office of the Attorney General		323 Center Street, Suite 200			Little Rock	AR	72201-2610
Office of the Attorney General		2005 N Central Ave			Phoenix	AZ	85004-2926
Office of the Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102
Office of the Attorney General		Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203
Office of the Attorney General		The Capitol	PL-01		Tallahassee	FL	32399-1050
Office of the Attorney General		40 Capitol Square SW			Atlanta	GA	30334
Office of the Attorney General		Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319
Office of the Attorney General		954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010
Office of the Attorney General		100 West Randolph Street			Chicago	IL	60601
Office of the Attorney General		Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204
Office of the Attorney General		120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597
Office of the Attorney General		700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449
Office of the Attorney General		PO Box 94005			Baton Rouge	LA	70804
Office of the Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place			Boston	MA	02108
Office of the Attorney General		G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909
Office of the Attorney General		445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131
Office of the Attorney General		Supreme Court Building	207 West High Street		Jefferson City	MO	65102
Office of the Attorney General	ATTN: Consumer Protection	114 West Edenton Street			Raleigh	NC	27603
Office of the Attorney General		2115 State Capitol	PO Box 98920		Lincoln	NE	68509
Office of the Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300			Albuquerque	NM	87102
Office of the Attorney General		Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701
Office of the Attorney General		State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215
Office of the Attorney General		313 NE 21st Street			Oklahoma City	OK	73105
Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE			Salem	OR	97301-4096
Office of the Attorney General		16th Floor, Strawberry Square			Harrisburg	PA	17120
Office of the Attorney General		PO Box 11549			Columbia	SC	29211-1549
Office of the Attorney General and Reporter		PO Box 20207			Nashville	TN	37202
Office of the Attorney General		Capitol Station	PO Box 12548		Austin	TX	78711-2548
Office of the Attorney General		Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320
Office of the Attorney General		202 North Ninth Street			Richmond	VA	23219
Office of the Attorney General		1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100
Office of the Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857
United States Office of the Attorney General	US Department of Justice	950 Pennsylvania Ave, NW			Washington	DC	20530-0001

EXHIBIT B

Class Member:

Settlement Claim ID:

United States District Court, Northern District of Illinois
Sewall, et al. v. Home Partners Holdings LLC, et al.
Case No. 1:25-cv-07849

Class Action Settlement Notice

Authorized by the U.S. District Court

Why did you get this notice?

This notice is to tell you about a \$34 million settlement of a class action lawsuit, *Sewall, et al. v. Home Partners Holdings LLC, et al.*, brought on behalf of people who are or were parties to leases with Home Partners, or were household members or occupants listed in such leases, and occupied the home at any time during their applicable Settlement Class Period. Although Home Partners denies any liability or wrongdoing of any kind, the parties have settled this case to avoid the uncertainty of future litigation. You received this notice because **you may be a member of the group of people affected**, called the "Settlement Class," and **you may be entitled to money as part of the settlement**. This notice tells you how to get more information about the settlement.

You can learn more by clicking this link to the website long form notice [HERE](#).

You have the following options available to you. Each option is outlined below with additional information.

Do Nothing

Get an automatic pro rata base payment. Give up rights by releasing certain claims against Defendants, other related companies, persons, and agents, as explained in this Notice. Give up the right to sue these entities about the same issues.

Submit a Claim for additional Repair and Maintenance Expense Reimbursement by October 27, 2025

File a claim form to get an additional payment from the settlement. The claim form is available [HERE](#).

Submit a timely request to opt out by October 20, 2025

Get no payment. This is the only option that allows you to pursue or be part of any other lawsuit against Defendants that involves the same legal claims in this case.

Object by October 20, 2025

Tell the Court why you don't like the settlement.

You can verify that your contact information is correct, file a claim and learn more at: www.HPASettlement.com.

Key things to Know:

- This is an important legal document.
- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- If you have questions or need assistance, please call 1-866-952-4063

Home Partners Settlement Administrator
P.O. Box 1829
Baton Rouge, LA 70821

[Unsubscribe](#) - [Unsubscribe Preferences](#)

EXHIBIT C

Home Partners Settlement Administrator

P.O. Box 1829

Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE

PAID
FPI

Court-Approved Legal Notice

United States District Court for the
Northern District of Illinois

Sewall, et al. v. Home Partners Holdings, LLC, et al.

Case No. 1:25-cv-07849

**This is an important notice about a proposed
Class Action Settlement.**

[LEASE HOUSEHOLD]
[NAME 2 - CLAIM ID 2]
[NAME 3 - CLAIM ID 3]
[NAME 4 - CLAIM ID 4]
[NAME 5 - CLAIM ID 5]
[NAME 6 - CLAIM ID 6]
[NAME 7 - CLAIM ID 7]
[NAME 8 - CLAIM ID 8]
[NAME 9 - CLAIM ID 9]
[NAME 10 - CLAIM ID 10]
[NAME 11 - CLAIM ID 11]
[NAME 12 - CLAIM ID 12]
[NAME 13 - CLAIM ID 13]
[NAME 14 - CLAIM ID 14]

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID [ID]
[FIRST NAME] [LAST NAME]
[LEASE HOUSEHOLD]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

KL68

Class Action Settlement Notice

If you signed a lease with Home Partners, or were listed as an occupant or household member on a Home Partners lease, you may be a member of a “Settlement Class” and may be entitled to money from a proposed \$34 million settlement. To receive an automatic base payment, you do not have to do anything, because payments will be distributed automatically if the settlement is finally approved. But if you want additional payment for repair and maintenance costs you incurred, you must submit a claim. Although Home Partners denies any liability or wrongdoing of any kind, the parties have settled this case to avoid the uncertainty of future litigation.

To learn more about the settlement and your options, visit www.HPASettlement.com to learn more. Important deadlines may apply to you. If you want to submit a claim to seek additional payment, you must act by **October 27, 2025**. If you want to opt out of the settlement, get no payment, but retain your potential right to bring your own lawsuit against the defendants about the same issues, you must opt out by **October 20, 2025**. If you want to tell the court why you don’t like the settlement, you must object by **October 20, 2025**. All of these options are explained further at www.HPASettlement.com.

Key things to know:

- **This is an important legal document.**
- **If you take no action, any ruling from the court will apply to you, and you will not be able to sue the defendants about the same issues.**
- **If you have questions or need assistance, please call 1-866-952-4063.**

www.HPASettlement.com

1-866-952-4063

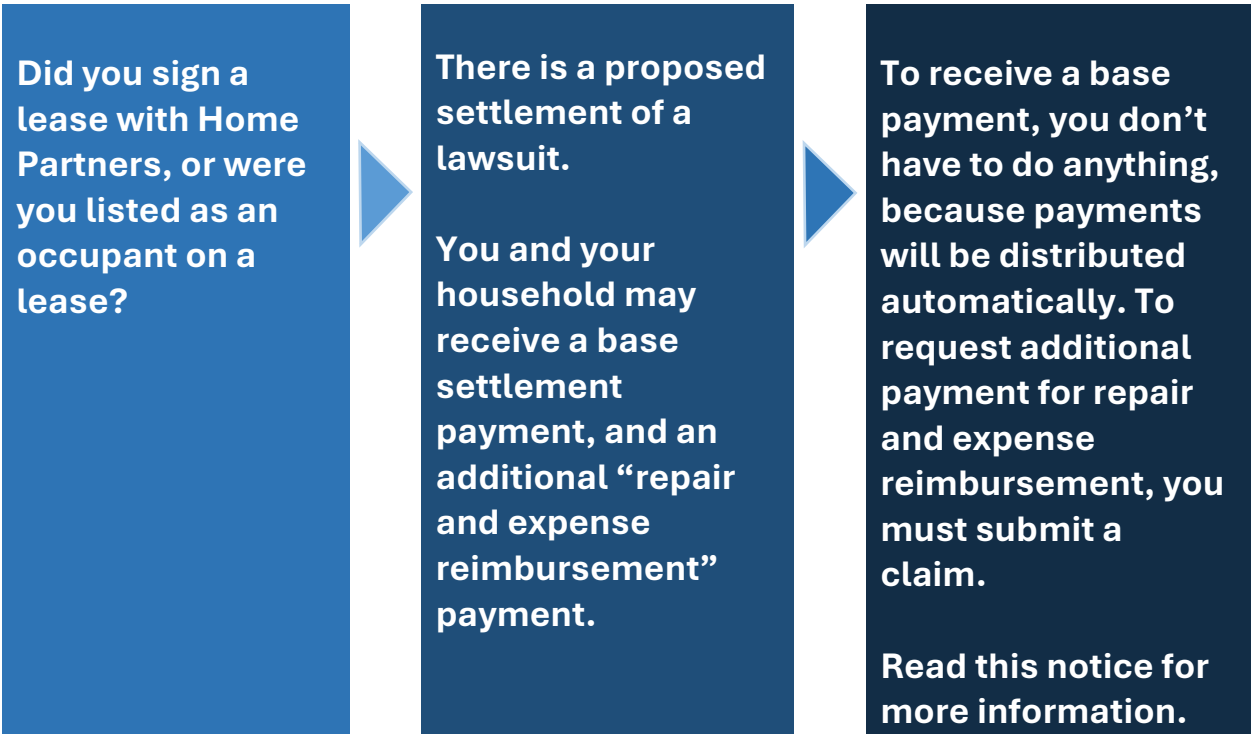
United States District Court for the Northern District of Illinois

Sewall, et al. v. Home Partners Holdings LLC, et al.

Case No.1:25-cv-07849

Class Action Settlement Notice

Authorized by the U.S. District Court



Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more by reading this Notice, or by visiting www.HPASettlement.com.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Sewall, et al. v. Home Partners Holdings LLC, et al.* brought on behalf of people who leased homes from Home Partners Holdings LLC or any entity directly or indirectly owned in whole or in part by it (collectively, “Home Partners”). **You received this notice because you may be a member of the group of people affected, called the “settlement class.”** This notice gives

you a summary of the terms of the proposed settlement agreement, explains what rights and obligations settlement class members have, and helps settlement class members make informed decisions about what action to take.

The settlement of this class action lawsuit does not mean that Home Partners has admitted any wrongdoing in connection with the lawsuit or that there was any finding of wrongdoing by the Court. Home Partners expressly denies any wrongdoing or liability of any kind related to any of the claims in the class action lawsuit.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Do Nothing	Get an automatic pro rata payment after final approval of the Settlement by the Court. Give up rights and claims resolved by settlement.
Submit a Claim Form for an additional Repair and Maintenance Cost Reimbursement by October 27, 2025	You must submit a claim to request additional payment. You will be bound by the settlement. You may submit a claim online at www.HPASettlement.com .
Opt Out by October 20, 2025	Get no payment. Allows you to bring your own lawsuit against Defendants about the same issues.
Object by October 20, 2025	Tell the Court why you don't like the settlement.

Which choice you make is entirely yours. Read on to understand the specifics of the settlement and what each choice would mean for you.

Learning About the Lawsuit

What is this lawsuit about?

Beginning on March 3, 2022, six class action lawsuits were filed against Home Partners Holdings LLC, and OPVHHJV LLC d/b/a Pathlight Property Management and related companies (collectively “Defendants” or “Home Partners”), in state and federal courts in Minnesota, Washington, Colorado, Georgia, Illinois, and Maryland. The lawsuits were brought on behalf of consumers who leased homes from Defendants. The lawsuits claim that Home Partners leased residential homes to Settlement Class Members through leases containing misleading, unenforceable or otherwise unlawful provisions, including related to repair and maintenance obligations.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
www.HPASettlement.com

Defendants deny Plaintiffs’ allegations and claims, and deny that Defendants have violated any laws. Defendants contend their leases and conduct were lawful. Defendants do not admit liability of any kind.

No final decision or judgment in favor of either side has been entered by any court.

The parties have now agreed to settle, which means they have reached an agreement to resolve the lawsuits without any admission or finding of wrongdoing by Defendants. Both sides want to avoid the risk and expense of further litigation.

What happens next in this lawsuit?

The Court still has to decide whether to approve the Settlement. The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Courtroom 1925 of the Everett McKinley Dirksen United States Courthouse located at 219 South Dearborn Street in Chicago, Illinois.

When: 9:30 a.m. CT on December 2, 2025. This time and date are subject to change. Consult this website for updates.

The Court has directed that this notice about the proposed settlement be sent to you. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don’t have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties

decide to end it, it will be void and the litigation will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to www.HPASettlement.com.

Learning About the Settlement

What does the settlement provide?

The Settlement, if approved, will provide \$34,000,000 to pay Settlement Class members, as well as to pay Class Counsel's fees, costs, expenses, and service awards to the Class Representatives. The Settlement will also require Defendants to make certain disclosures in their form leases and advertising.

All Class Members who do not submit a timely opt out request—as explained below—are eligible to receive two kinds of cash Settlement Benefits from the Net Settlement Fund: a Pro Rata Base Payment, and a Repair and Maintenance Cost Reimbursement. These two kinds of payments are explained below.

How do I know if I am part of this settlement?

The settlement is on behalf of the people in every state and the District of Columbia in which Home Partners has leased homes who are or were parties to leases with Home Partners, or were household members or occupants listed in such leases, and occupied the home at any time during the applicable Settlement Class Periods. These people are called Settlement Class Members.

The Settlement Class Periods cover the time periods below:

- **Multistate class:** This covers Settlement Class Members in a Home Partners home in any state and the District of Columbia except Minnesota, Washington, or Colorado, from December 22, 2019, through July 31, 2025.
- **Minnesota:** This covers Settlement Class Members in a Home Partners home in Minnesota any time from March 1, 2016, through July 31, 2025.
- **Washington:** Class Members in a Home Partners home in Washington any time from September 21, 2016, through July 31, 2025.
- **Colorado:** Class Members in a Home Partners home in Colorado from May 1, 2017, through July 31, 2025.

Other people rented with me—are they part of the settlement?

Each person listed on a lease as a tenant, occupant or household member, and for whom Defendants have a valid email or address, will directly receive a Notice of this Settlement. Each group of Settlement Class Members who are listed on a lease is referred to as a “Lease Household” in this Notice and the Settlement Agreement.

Is anyone excluded from the settlement?

You are NOT a Settlement Class Member if you have timely and validly opted out of the Settlement, if you did not start renting a Home Partners home until on or after January 10, 2025, if you were a minor at the time Preliminary Approval was entered, are an employee or officer of any of the Defendants or any of their parents, affiliates or subsidiaries, Defendants’ legal representatives, any judge, or judicial staff and any immediate family of any judge to whom this case is assigned.

How much will my payment be?

Your payment depends on how much you paid in total rent to Home Partners, and whether you submit a claim for additional “Repair and Maintenance Cost Reimbursement.” Your payment will not be calculated until after all claims are submitted, and the Court gives Final Approval to the Settlement and to the Service Awards, and Class Counsel’s Fees, Costs and Expenses.

The proposed settlement amount of \$34 million will first be reduced by the amounts used to pay (1) Class Counsel’s fees, costs, and expenses, as awarded by the Court, (2) notice and administration costs, as awarded by the Court, and (3) Class Representative Service Awards, as awarded by the Court. These amounts are explained below.

The remaining amount is the “Net Settlement Fund.” The Net Settlement Fund will be used to pay Settlement Class Member Repair and Maintenance Cost Reimbursement requests, not to exceed \$7.5 million in total. The remainder of the Net Settlement Fund (“Net Settlement Fund Remainder”) will be used to pay Base Payments, which will be allocated pro rata to each Lease Household. The Net Settlement Remainder will not be determined until all Repair and Maintenance Cost Reimbursement claims are submitted by Class Members, and unless the Court gives Final Approval to the Settlement and to the Settlement administration costs, Service Awards, and

Class Counsel's Fees, Costs and Expenses.

If a Lease Household has more than one Settlement Class Member, the payment will be split equally between each of the Settlement Class Members.

Pro Rata Base Payment: A Pro Rata Base Payment is each Lease Household's share of the Net Settlement Fund Remainder. Each Lease Household's percentage share will be calculated as:

(Lease Household's monthly base rent paid through July 31, 2025 / Total monthly base rent paid by Settlement Class Members through the July 31, 2025).

For example, if the total monthly base rent paid by Settlement Class Members is calculated to be \$250 million, your Lease Household's total monthly base rent paid is \$50,000, and the Net Settlement Fund Remainder is \$13,000,000, the Pro Rata Base Payment to your Lease Household is \$2,600. This is only an example, not a guaranteed minimum or maximum payment.

Repair and Maintenance Cost Reimbursement Payment: A maximum of \$7,500,000 will be allocated to reimburse Settlement Class Members for repairs they performed, or paid others to perform, for which the Settlement Class Members were not reimbursed, and which they contend were Home Partners' responsibility. Each Lease Household may submit claims for up to \$2,500, using the Claim and Change of Address Form that is available online at www.HPASettlement.com. If the total amount in approved claims exceeds the \$7,500,000 maximum, each Lease Household's share will be reduced pro rata. If the total in approved claims is less than \$7,500,000, the remainder will be added to the Net Settlement Fund and distributed to Class Members in the form of Pro Rata Base Payments.

How do I get a payment if I am a Settlement Class Member?

Payments can be applied as credits to your rent balance, or you may receive a direct payment by check, provided your Lease Household does not owe a substantial outstanding balance.

If you are a **Current Resident**, your household may receive a Base Payment credit toward their Lease Household's rent, i.e., their total Lease Household payment may be applied to their ledger to pay any amounts due. Alternatively, you may submit a Request for direct payment by check, using the Claim and Change of Address Form available online at www.HPASettlement.com. If any Settlement Class Member in the Lease Household requests payment by check, but others do not, each Settlement Class Member in the Lease Household will receive a check. But if you have

an outstanding balance of more than three times your monthly base rent, you may only receive your payment in the form of a ledger credit.

A Late-Term Resident is someone with less than 60 days remaining on their lease term, as of the Effective Date of the Settlement. If you are a late-term resident, you may also be eligible to receive a direct payment by check. But if you have an outstanding balance of three times or more your monthly base rent, you may only receive your payment in the form of a ledger credit.

Former Residents will only be able to receive a direct payment by check. You should check your mailing address listed on the email you receive about this settlement to ensure that your contact information is correct. If you owe an outstanding balance of more than one month's base rent, your balance will be reduced by the amount of your payment. If your payment exceeds your unpaid balance, the payment will be reduced by the amount of your outstanding balance and you will receive direct payment for the difference.

If you are a Former Resident and have a balance that has been referred to a third party for collection, Home Partners will instruct the collection agency to reduce the debt owed by the amount of your Payment under the Settlement.

Payments will not be distributed until after the Effective Date of the Settlement, which is after the Court gives Final Approval to the Settlement. Check the settlement website for specific timelines that may apply.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers (here, called Class Counsel), to represent members of the class, including to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers: Anne Regan at Hellmuth & Johnson PLLC; Joseph Bourne at Lockridge Grindal Nauen P.L.L.P.; and Scott Harris at Milberg Coleman Bryson Phillips Grossman PLLC. These are the lawyers who litigated the lawsuits and negotiated this settlement on your behalf.

Class Counsel may be contacted by contacting:

Anne Regan
Hellmuth & Johnson, PLLC
8050 W. 78th Street
Edina, Minnesota 55439
aregan@hjlawfirm.com
(952) 460-9285

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees, costs, and expenses, in an amount approved by the Court, will be paid from the Settlement Fund of \$34 million. You will not have to pay the lawyers directly.

To date, Class Counsel have not been paid any money for their work or the expenses that they have paid for the litigation. To pay for some of their time and risk in bringing this litigation without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$11,300,000 maximum total in attorneys' fees. Class Counsel will also seek reimbursement of out-of-pocket expenses and costs advanced in litigating the cases since March 3, 2022 (currently approximately \$1,175,000). The costs associated with providing class notice and administering the settlement, currently estimated at \$200,000, will also be paid from the Settlement Fund. Class Counsel will also ask the Court to approve a total payment of \$105,000 in Service Awards to the Class Representatives for the time and effort they contributed to the case, in amounts ranging from \$5,000-\$12,500.

All awards are subject to Court approval and will be paid from the Settlement Fund only after the Court approves them.

Class Counsel's motion for the payment of attorneys' fees, costs, and expenses will be available in the **Court Documents** page of the website after October 14, 2025.

Lawyers' fees, costs, and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees, costs and expenses even if you think the other settlement terms are fair.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive any payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the lease and advertising changes described in the settlement.

How do I opt out?

To opt out of the settlement, you must send a letter by mail. Each request to opt out must: (1) state the individual's name, address, email, and phone number; (2) be personally signed by the individual and not the individual's attorney or anyone acting on the individual's behalf; and (3) include the statement "I/we request to be excluded from the *Home Partners* class settlement." Opt-outs must be submitted on an individual basis to be valid, and you cannot opt out on behalf of other Settlement Class Members in your same Lease Household.

Your request to opt out must be postmarked by **October 20, 2025**, and mailed to the Settlement Administrator at:

Home Partners Settlement
Administrator
PO Box 1829
Baton Rouge, LA 70821
1-866-952-4063

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

How do I object?

To object, you must send a letter to the Court or Administrator that:

- (1) is postmarked or filed by October 20, 2025;
- (2) includes the case name and number;
- (3) the full name, address, email, and telephone number of the Settlement Class Member;
- (4) a written statement of all grounds for the objection accompanied by legal support (if any) for the objection;

- (5) any papers, briefs or other documents upon which the objection is based;
- (6) a list of all persons (if any) who will be called to testify in support of the objection;
- (7) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing;
- (8) proof of membership in the Settlement Class, or a signed statement attesting, under penalty of perjury, that the individual objecting is or was a party to a lease with Home Partners, or a household member or occupant listed in such a lease, and occupied the home at any time during the applicable Settlement Class Period;
- (9) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and
- (10) the signature of the Settlement Class Member and her or his counsel, if any.

Mail the letter by post-marked date October 20, 2025 to:

Home Partners Settlement
Administrator
PO Box 1829
Baton Rouge, LA 70821
1-866-952-4063

You may also file the letter in person by October 20, 2025 at:

U.S. District Court for the
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604
815-987-4354

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you are entitled to a Pro Rata Base Payment, and you will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Defendants about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found at www.HPASettlement.com.

The following claims are excluded from the release: personal injury claims; claims against debt collectors for violations of the Fair Debt Collection Practices Act, Fair Credit Reporting Act, and similar state laws; or claims related to alleged habitability issues that occur after the Class Period or claims related to alleged habitability issues that occur during the Settlement Class Period and which have been asserted or are being litigated by Settlement Class Members in the context of pending formal Tenant Remedies actions, Rent Escrow actions, or Eviction actions, through the Effective Date.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found online at www.HPASettlement.com. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at www.HPASettlement.com

Resource	Contact Information
Case website	www.HPASettlement.com
Settlement Administrator	Home Partners Settlement Administrator PO Box 1829 Baton Rouge, LA 70821 1-866-952-4063
Your Lawyers	Anne T. Regan HELLMUTH & JOHNSON, PLLC 8050 West 78 th Street Edina, MN 55439

Home Partners Settlement Administrator
PO Box 1829
Baton Rouge, LA, 70821

**Your Claim Form Must Be Submitted
On or Before October 27, 2025**

Sewall, et al. v. Home Partners Holdings LLC, et al.
UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS
(Case No. 1:25-cv-07849)

Claim and Change of Address Form

I. General Instructions

Submit this form only if you need to update your address, request a check payment, or claim additional reimbursements. You do not need to submit this Claim Form if you want only a pro-rata Base Payment and your address on file has not changed.

You may submit this form if you are a Current Resident and would like to request payment by check, or if you are a Former Resident and your address has changed.

You may also submit this form if you would like to request additional payment for unreimbursed out-of-pocket time and expenses for repairs you personally made, or hired others to perform, in the home you leased, and which you contend were Home Partners' (or Pathlight's) responsibility. Your completed Claim Form must be submitted under penalty of perjury with the required documentation postmarked by **October 27, 2025**, via U.S. mail or electronically through the Settlement Administrator's website: www.HPASettlement.com

If more than one member of a Lease Household submits a Claim Form, the Settlement Administrator will review and determine the award for the Lease Household, and split any payment equally between the submitting Lease Household members.

YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT WWW.HPASETTLEMENT.COM.

II. Identification or Change of Address

First Name*	Middle Initial
Last Name*	Suffix
Current Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)*	
City*	State* Zip Code*
Current Email Address*	
State the address you lived at while leasing from Defendants*	
List other persons who also signed the lease, or were listed as occupants or household members*	
You, along with these individuals (if any), are a "Lease Household"	
Current Phone Number	Settlement Claim ID*

Your Settlement Claim ID is printed on the notice you received by email or by mail. If you no longer have your notice, contact the Settlement Administrator at 1-866-952-4063.

III. Request for Direct Payment by Check

If you are a Former Resident, you will have any payment you are eligible to receive sent to you by check at your current address listed above.

If you are a Current Resident, check this box if you would like a check payment sent directly to your current address listed above:

☐

As explained in the Notice, the Settlement Administrator may decline to issue a direct payment if you owe a balance to Home Partners. Any direct payments will be split equally between Lease Household members.

IV. Request Reimbursement for Out-of-Pocket Costs for Repairs*

You may be eligible for additional payment if you paid for repairs or non-routine maintenance to the home you leased, which you contend were Home Partners or Pathlight's responsibility under the lease, or paid others to perform those repairs. You are not eligible for reimbursement if Home Partners (or Pathlight) previously reimbursed you for repairs, whether on your tenant ledger or through a separate agreement, such as a settlement or lease termination agreement. If you purchased the home from Home Partners, you are not eligible for reimbursement if you paid for any repairs, or hired others to do so, 90 days before you purchased the home.

If you were not previously reimbursed, describe in the greatest detail possible what repairs were performed, the dates they were performed, by whom, why you performed these repairs, and whether you requested that Home Partners or Pathlight first perform the repair:

I am filing a Request for Out-Of-Pocket Costs for Repairs for (you must select one):

☐

Individual (Claiming full amount for myself)

☐

Lease Household (Claimed amount to be split amongst household members)

Total Amount Claimed (\$)

\$2,500.00 max.

Use a separate sheet if necessary. The Settlement Administrator may reject any Claims that do not have this information.

You must provide copies of receipts, invoices, and financial statements that clearly state the amount or nature of the expenditure, or similar documentation. "Self-prepared" documents, such as handwritten receipts or photographs, will not count as documentation, but may be submitted as clarification of other, official documentation.

V. Request Reimbursement for Time Spent Making Repairs*

If you personally made a repair or performed non-routine home maintenance (for example, you repaired appliances or did your own plumbing or electrical work) that you contend was the responsibility of Home Partners under the lease, detail the work you performed below, including the date you performed the repair, and how long it took you to repair. Your time may be compensated in quarter-hour increments:

I spent a total of hours making repairs.
10 hr max.

Use a separate sheet if necessary. You do not need to submit additional documentation.

*Reimbursements under Part IV and Part V may not exceed \$2,500.00 total payment (for both).

VI. Certification and Signature

By submitting this Claim Form, I swear and affirm under penalty of perjury, that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I understand that this claim may be subject to audit, verification and Court review, and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claims for payments under this Settlement are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

I also swear and affirm under penalty of perjury, that neither I nor any other member of my Lease Household previously received reimbursement from Home Partners or Pathlight for any of the repairs itemized with this Claim Form, and that we were not previously compensated through a court order or a settlement for any of the repairs itemized with this Claim Form.

Signature

Printed Name

Date

EXHIBIT D

Exclusion Requests				
<i>Sewall, et al., v. Home Partners, LLC, Case No. 1:25-CV-07849</i>				
Count	First Name	Last Name	State	Submission Date
1	Mark	York	IN	September 8, 2025
2	Mark	Linger	FL	September 18, 2025
3	Ryan	Pomeroy	GA	September 24, 2025
4	Tracey	Worden	CO	October 1, 2025
5	Lisa	Cowan Reynolds	GA	October 6, 2025