

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

The Parties to this Settlement Agreement and General Release (“Agreement”) are:

[REDACTED], H.O.P.E. Inc. (“HOPE”), RAMP Center for Independent Living (“RAMP”), University Village Management Company (“UVMC”), University Village, an IL Ltd. Partnership (improperly sued as “University Village, a limited partnership”) (“UV”), University Village III, an IL Ltd. Partnership (improperly sued as “University Village, a limited partnership”) (“UVIII”), DDC University Village LLC (“DDC”), JDM University Village LLC (“JDM”), JDC University Village (“JDC”), Donna A. Chudacoff (“Chudacoff”), Jeffery D. Crane (“Crane”), Jon D. Mickelson (“Mickelson”), Kim Jester (“Jester”), Tracey Lindgren (“Lindgren”), Linda Smith (“Smith”) and Janice Decker (“Decker”).

██████████ and ██████████ are referenced collectively herein as the “Individual Plaintiffs”; HOPE and RAMP are referenced collectively herein as the “Institutional Plaintiffs.” The term “Defendants” as regards the Equitable Relief herein includes UVMC, UV, UVIII, DDC, JDM, JDC, Chudacoff, Crane and Mickelson, their agents, employees, successors and assigns, concerning the properties known as University Village in DeKalb, Illinois and the subject of this litigation. Defendants agree that if any portion of the subject property is transferred or sold during the course of this Agreement that: (1) Defendants shall notify the successor owners of this Agreement prior to sale; and (2) the successor owners will be bound by the terms of this Agreement, including, but not limited to, all obligations of this Agreement that specifically require compliance by Defendants.

The Parties to this Agreement voluntarily agree to completely settle and resolve all claims Plaintiffs may have against Defendants as of the date this Agreement is executed, in accordance with this Agreement, as follows:

WHEREAS, Plaintiffs have filed an Amended Complaint in the U.S. District Court for the Northern District of Illinois (Case No. 13-CV-5485) alleging violations of the Fair Housing Act of 1968, 42 U.S.C. §3601 *et seq.*, Title III of the Americans With Disabilities Act, 42 U.S.C. §12101 *et seq.*, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794(a) (the “Lawsuit”);

WHEREAS, the nature of this case concerns alleged housing discrimination, failure to reasonably accommodate and retaliation in response to complaints and requests for accommodation.

WHEREAS, nothing in this Agreement shall be construed as an admission by Defendants that they engaged in any unlawful behavior;

WHEREAS, the Parties desire to avoid any further controversy, litigation, costs, legal fees and inconvenience;

NOW, THEREFORE, for and in consideration of the provisions, covenants and mutual promises herein, the Parties hereby agree as follows:

#### **MONETARY TERMS**

1. Payment Terms. Defendants shall send the following checks (the “Settlement Payment” or the “Settlement Payments,” depending on context) in the following amounts to or in care of Plaintiffs’ counsel, Jennifer K. Soule of Soule, Bradtke & Lambert (in accordance with the schedule set forth below):

- |    |         |          |
|----|---------|----------|
| a. | ██████: | \$72,000 |
| b. | ██████: | \$20,000 |
| c. | HOPE:   | \$20,000 |
| d. | RAMP:   | \$20,000 |

e. Soule, Bradtke & Lambert: \$123,000

All parties will endeavor to promptly and expeditiously exchange completed executed copies, in counterparts, of this Agreement by e-mail and mail. Plaintiffs confirm that, on March 11, 2014, Plaintiffs' counsel contacted CMS's Benefits Coordination and Recovery Center (BCRC) to inform it of the present settlement. All of the Settlement Payments will be sent to Plaintiffs' counsel within fourteen (14) days of execution of this Agreement. [REDACTED] Settlement Payment will be held in Plaintiffs' counsel's client trust fund. Sixty-Seven Thousand Dollars (\$67,000) of [REDACTED] Settlement Payment will be held in Plaintiffs' counsel's client trust fund for up to forty-five (45) days from the date of execution of this Agreement in order for Plaintiff [REDACTED] to obtain written acknowledgement from Medicare that either: (a) Medicare has made a final determination that it will not assert a Medicare lien against [REDACTED] Settlement Payment and/or require that Medicare be reimbursed from [REDACTED] Settlement Payment for any conditional payments made by Medicare on behalf of [REDACTED]; or (b) Medicare has received reimbursement from [REDACTED] for all demands and/or Medicare liens with respect to [REDACTED] Settlement Payment and there are no other Medicare liens or outstanding demands for reimbursement of conditional payments made by Medicare on behalf of [REDACTED] which must be reimbursed from the Settlement Payment. Plaintiffs' counsel will provide these notifications to Defendants' counsel within seven (7) days of receipt. In the event that Plaintiff does not receive either of the notifications from Medicare above within forty-five (45) days of execution of this Agreement, Plaintiffs' counsel will provide to Defendants' counsel written confirmation acknowledging that they provided the BCRC with a copy of the executed settlement agreement, but that Plaintiffs' counsel has not yet received responsive documentation from the BCRC. In the event Medicare notifies [REDACTED] within the forty-five (45) day period of any liens or demands

for reimbursement, Plaintiffs' counsel is authorized to make such payments from [REDACTED] Settlement Payment. After the forty-five (45) day period, Plaintiffs' counsel will issue all or the remaining portion of the Sixty-Seven Thousand Dollar (\$67,000) payment to [REDACTED] (who will continue to be subject to section 5 of this Agreement). Plaintiffs' counsel will issue the remaining Five Thousand Dollar (\$5,000) payment to [REDACTED] after providing Defendants' counsel with the written confirmation from Medicare referenced in Paragraph 5(i) below.

The Settlement Payments to the Individual Plaintiffs are being made in lieu of alleged compensatory damages; to the Institutional Plaintiffs in lieu of alleged diversion of resources and frustration of purpose; and to Plaintiff's counsel in lieu of Plaintiffs' claims for statutory attorneys' fees. Each Settlement Payment will be reflected on an IRS Form 1099 for each Plaintiff. Dismissal of the Lawsuit with prejudice and Plaintiffs' execution of this Agreement are pre-conditions to Defendants' obligations under this Agreement. Plaintiffs acknowledge that in this Agreement, they are receiving more money, compensation and benefits than they would otherwise be entitled to receive from Defendants.

2. Execution. This Agreement is considered to be executed after all Plaintiffs and all Defendants have signed and dated the Agreement.

#### **MMSEA AND RELEASES AND COVENANTS NOT TO SUE**

3. Definitions.

a. "CMS" means the Centers for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor ("MSPRC").

b. "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

c. "Medicare Beneficiary" or "Medicare Plaintiff" means any Plaintiff for whom Medicare has made Conditional Payments for the treatment of injuries arising out of or related to the Released Matters.

d. "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA."

e. "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b).

f. "Released Matter" means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.

[REDACTED]

4. Releases.

a. To the greatest extent permitted by law, [REDACTED] agrees to release Defendants regarding all claims she has or might have as of the time of execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, [REDACTED], hereby fully, finally and unconditionally releases, compromises, waives and forever discharges the Released Parties (as defined below) from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which was or

could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon [REDACTED] tenancy at UVMC, UV or UVIII, the cessation of her tenancy, and any alleged act or omission to act by the Released Parties, whether related or unrelated to her tenancy, occurring and/or accruing prior to the execution, by [REDACTED], of this Agreement. [REDACTED] further waives any right to any form of recovery, compensation or other remedy in any action brought by her or on her behalf.

b. Without limiting the foregoing terms, this Agreement specifically includes all claims included in the Lawsuit and Plaintiffs' HUD and IDHR Charges of Discrimination. This release also includes any tort, and any and all claims [REDACTED] may have arising from any federal, state or local constitution, statute, regulation, rule, ordinance, order, public policy, contract or common law.

c. This Agreement includes and extinguishes all claims [REDACTED] may have for equitable and legal relief, attorneys' fees and costs. More particularly, [REDACTED] acknowledges that this Agreement is intended to be a resolution of disputed claims and that [REDACTED] is not a "prevailing party." Moreover, [REDACTED] specifically intends and agrees that this Agreement fully contemplates claims for attorney's fees and costs, and hereby waives, compromises, releases and discharges any such claims and liens.

d. [REDACTED] agrees that this release includes all claims and potential claims against Defendants and any affiliated companies, organizations, including their parents, subsidiaries, divisions, partners, joint venturers, sister corporations, and as intended third-party beneficiaries, their predecessors, successors, heirs and assigns, and their past, present and future owners, directors, officers, members, agents, attorneys, employees, representatives, trustees,

administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the "Releasees" or "Released Parties").

e. [REDACTED] promises and covenants that she will not file any lawsuit against the Released Parties based upon any claim covered under the foregoing release.

f. Nothing in this release restricts [REDACTED] right to enforce this Agreement and the promises set forth herein.

5. Medicare and Social Security -- [REDACTED]. Payment will be made to [REDACTED] after the following requirements have been satisfied:

a. [REDACTED] represents and warrants that the information previously provided to Defendant regarding her name, gender, date of birth, and Social Security Number or Medicare Health Insurance Claim Number, and which is incorporated by reference as a part of this Agreement, is complete, accurate, and current as of the date of this Agreement.

b. [REDACTED] agrees to provide any and all additional information requested by Releasees as may be needed to determine or confirm [REDACTED] Medicare eligibility and enrollment status with CMS and to meet Releasees' reporting and reimbursement obligations (if any, including those that may arise after execution of this Agreement) under MMSEA Section 111, the MSP Statute and regulations, and CMS guidance, or to respond to any claim or demand asserting reporting violations, penalties, or reimbursement liabilities thereunder, within fourteen (14) days of such request by Releasees. Such information may include, but is not limited to: information regarding any Released Matter, correspondence with CMS, the COBC, and/or the MSPRC related to the coordination of benefits ("COB") for the medical services or items received by [REDACTED] and related to the releases herein, including COB questionnaires and responses thereto, Rights and Responsibilities Brochures, Rights and Responsibilities Letters,

Conditional Payment Letters, Conditional Payment Notices, Payment Summary Forms, Demand/Recovery Letters, Final Settlement Detail Documents, Relatedness Letters, Notices of Medicare involvement, Intent to Refer Letters, and any related correspondence; and any other information regarding such medical services or items paid by Medicare, including ICD-9-CM codes.

c. [REDACTED] represents and warrants that:

1. [REDACTED] is a Medicare Beneficiary, having enrolled in Medicare Parts A and B as of the following date(s): 2010
2. [REDACTED] has received no physical or mental health care services or items related to, arising from, or in connection with the Released Matters, and [REDACTED] has received no Medicare benefits for medical services or items related to, arising from, or in connection with the Released Matters.

d. [REDACTED] acknowledges and agrees that it is [REDACTED] responsibility pursuant to this Agreement, and not the responsibility of Releasees, to reimburse Medicare for any Conditional Payments made by Medicare on behalf of [REDACTED] that have been or may be identified by CMS and/or for Medicare liens asserted against the Settlement Payment.

e. [REDACTED] represents and warrants that no Medicaid payments have been made to or on behalf of [REDACTED] and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Matters. [REDACTED] further agrees that [REDACTED], and not Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.



f. To the extent that [REDACTED] representations and warranties related to [REDACTED] Medicare status and receipt of medical services and items related to the Released Matters are inaccurate, not current, or misleading, [REDACTED] agrees to indemnify and hold harmless Releasees from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, arising from or related to this Release, the payment of the Settlement Payment, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any Released Matters. Regardless of the accuracy of the representations and warranties made above, [REDACTED] agrees to indemnify and hold Releasees harmless for taxes on the payments made to [REDACTED] under this Agreement and any tax consequences related thereto, except those prohibited by law.

g. Included in this release is [REDACTED] release of any claim or cause of action that Wallace may have against Releasees under the MPS statute, including any private cause of action under 42 U.S.C. § 1395y(b)(3)(A).

h. Notwithstanding anything to the contrary, nothing in this Agreement shall prevent the disclosure of confidential information or the terms hereunder to lawyers, accountants, auditors, insurers/reinsurers (if any), together with such insurers/reinsurers' third party service providers, actuaries or intermediaries (collectively "Recipients") or regulators, provided the disclosure of the information is reasonably necessary to effectuate the terms of this Agreement, or is required for tax, financial reporting, or governmental compliance purposes, or to transact the business of insurance. Prior to disclosure, the Recipients shall be informed of the confidential nature of the information and shall agree to keep such information confidential.

i. [REDACTED] must provide the Defendants and their insurance carrier with written confirmation from Medicare that no Medicare liens remain outstanding and/or that no conditional payments which must be reimbursed for settlement monies to Medicare remain outstanding, in accord with Paragraph 1, above.

[REDACTED]

6. Releases.

a. To the greatest extent permitted by law, [REDACTED] agrees to release Defendants regarding all claims she has or might have as of the time of execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, [REDACTED], hereby fully, finally and unconditionally releases, compromises, waives and forever discharges the Released Parties from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which was or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon [REDACTED] tenancy with UVMC, UV or UVIII, and any alleged act or omission to act by the Released Parties, whether related or unrelated to her tenancy, occurring and/or accruing prior to the execution, by [REDACTED], of this Agreement. [REDACTED] further waives any right to any form of recovery, compensation or other remedy in any action brought by her or on her behalf.

b. Without limiting the foregoing terms, this Agreement specifically includes all claims [REDACTED] has identified in the Lawsuit and Plaintiffs' HUD and IDHR Charges of Discrimination. The release also includes any tort, and any and all claims [REDACTED] may have

arising from any federal, state or local constitution, statute, regulation, rule, ordinance, order, public policy, contract or common law.

c. This Agreement includes and extinguishes all claims [REDACTED] may have for equitable and legal relief, attorneys' fees and costs. More particularly, [REDACTED] acknowledges that this Agreement is intended to be a resolution of disputed claims. Moreover, [REDACTED] specifically intends and agrees that this Agreement fully contemplates claims for attorney's fees and costs, and hereby waives, compromises, releases and discharges any such claims and liens.

d. [REDACTED] agrees that this release includes all claims and potential claims against Defendants and any affiliated companies, organizations, including their parents, subsidiaries, divisions, partners, joint venturers, sister corporations, and as intended third-party beneficiaries, their predecessors, successors, heirs and assigns, and their past, present and future owners, directors, officers, members, agents, attorneys, employees, representatives, trustees, administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the "Releasees" or "Released Parties").

e. [REDACTED] promises and covenants that she will not file any lawsuit against the Released Parties based upon any claim covered under the foregoing release.

f. Nothing in this release restricts [REDACTED] right to enforce this Agreement and the promises set forth herein.

7. Medicare and Social Security -- [REDACTED].

a. [REDACTED] represents that [REDACTED] is not enrolled in the Medicare program, was not enrolled in the Medicare program at the time of the Released Matters or any

time thereafter through the date of this Agreement, and has not received Medicare benefits for medical services or items related to, arising from, or in connection with the Released Matters.

b. [REDACTED] represents and warrants that the information previously provided to Defendants regarding [REDACTED] Medicare status, including [REDACTED] name, gender, date of birth, and Social Security Number, is complete, accurate, and current as of the date of this Agreement.

c. [REDACTED] represents and warrants that [REDACTED] has not received any medical services or items related to, arising from, or in connection with the Released Matters.

d. [REDACTED] represents and warrants that no Medicaid payments have been made to or on behalf of [REDACTED] and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Matters. [REDACTED] further agrees that [REDACTED], and not Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.

e. To the extent that [REDACTED] representations and warranties related to [REDACTED] Medicare status and receipt of medical services and items related to the Released Matters are inaccurate, not current, or misleading, [REDACTED] agrees to indemnify and hold harmless Releasees from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or persons or entities acting on behalf of Medicare, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Payment, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any Released Matters that is subject to this Agreement or the release set forth herein. Regardless of

the accuracy of the representations and warranties made above, [REDACTED] agrees to indemnify and hold Releasees harmless for taxes on the payments made to [REDACTED] and any tax consequences related thereto, except those prohibited by law.

### **INSTITUTIONAL PLAINTIFFS**

#### **8. Releases.**

a. To the greatest extent permitted by law, the Institutional Plaintiffs agree to release Defendants regarding all claims they have or might have as of the time of execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, the Institutional Plaintiffs, hereby fully, finally and unconditionally release, compromise, waive and forever discharge the Released Parties (as defined below) from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which was or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon [REDACTED] tenancy at UVMC, UV or UVIII, the cessation of their tenancy, and any alleged act or omission to act by the Released Parties related to the facts which gave rise to the Amended Complaint, occurring and/or accruing prior to the execution, by the Institutional Plaintiffs, of this Agreement. The Institutional Plaintiffs further waive any right to any form of recovery, compensation or other remedy in any action brought by Plaintiffs or on their behalf.

b. Without limiting the foregoing terms, this Agreement specifically includes all claims included in the Lawsuit and Plaintiffs' HUD and IDHR Charges of Discrimination. This release also includes any tort, and any and all claims the Institutional Plaintiffs may have

arising from any federal, state or local constitution, statute, regulation, rule, ordinance, order, public policy, contract or common law.

c. This Agreement includes and extinguishes all claims the Institutional Plaintiffs may have for equitable and legal relief, attorneys' fees and costs. More particularly, the Institutional Plaintiffs acknowledge that this Agreement is intended to be a resolution of disputed claims and that the Institutional Plaintiffs are not "prevailing parties." Moreover, the Institutional Plaintiffs specifically intend and agree that this Agreement fully contemplates claims for attorney's fees and costs, and hereby waive, compromise, release and discharge any such claims and liens.

d. The Institutional Plaintiffs agree that this release includes all claims and potential claims against Defendants and any affiliated companies, organizations, including their parents, subsidiaries, divisions, partners, joint venturers, sister corporations, and as intended third-party beneficiaries, their predecessors, successors, heirs and assigns, and their past, present and future owners, directors, officers, members, agents, attorneys, employees, representatives, trustees, administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the "Releasees" or "Released Parties").

e. The Institutional Plaintiffs promise and covenant that they will not file any lawsuit against the Released Parties based upon any claim covered under the foregoing release.

f. Nothing in this release restricts the Institutional Plaintiffs' right to enforce this Agreement and the promises set forth herein.

### **EQUITABLE RELIEF**

9. **General Injunction.** Defendants, their officers, employees (of UVMC, UV and UVIII), agents, successors and assigns are enjoined from:

a. Making, printing, or publishing, or causing to be made, printed, or published, any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination, in violation of 42 U.S.C. §3604(c);

b. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling because of a disability of the renter, of any person residing in or intending to reside in the dwelling after it is rented or made available, or of any person associated with the renter, in violation of 42 U.S.C. §3604(f)(1);

c. Discriminating against a person in the terms, conditions, or privileges of the rental of a dwelling or in the provision of services or facilities in connection with such dwelling, because of a handicap of that person, a person residing or intending to reside in the dwelling after it is rented, or any person associated with that person, in violation of 42 U.S.C. §3604(f)(2);

d. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford residents with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. §3604(f)(3);

e. Coercing, intimidating, threatening, retaliating against or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or

enjoyment of, any right granted or protected by the Acts forming the basis of the Lawsuit, including the Individual Plaintiffs, as well as anyone who participated in HUD's investigation of the administrative complaints that gave rise to this action, in violation of 42 U.S.C. §3617;

1. Upon any inquiry concerning the Individual Plaintiffs, Defendants shall limit their response to the dates of their tenancy and to affirm [REDACTED] were tenants in good standing and moved out voluntarily.; and

- f. Penalizing, fining or evicting residents who pay rent in accord with the regular schedule of receipt of their Disability Insurance payments.

10. Posting, Advertising and Notice.

- a. Posting. Within thirty (30) days of the date of the execution of this Agreement and the dismissal of the Lawsuit, Defendants shall post and prominently display in the rental offices and in any other places at those properties in which announcements or vacancies are posted a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

- b. Advertising. Within sixty (60) days of the date of the execution of this Agreement and the dismissal of the Lawsuit, Defendants shall ensure that any advertising for their rental properties, in newspapers, telephone directories, radio, television, the Internet, or other media, and on signs, pamphlets, brochures and other promotional literature, include a fair housing logo, the words "equal housing opportunity provider," and/or the following sentence:

*We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, sexual orientation, or disability.*



The words or logo should be prominently placed and clearly legible.

c. Notice to Tenants. Within ninety (90) days of the execution of this Agreement and the dismissal of the Lawsuit, Defendants will submit to HUD, with a copy to Plaintiff HOPE, a written notice describing their Nondiscrimination Policy. The Nondiscrimination Policy will be approved by HUD, and, within thirty (30) days of obtaining HUD's approval, will be provided to all current tenants and to prospective tenants at the time of application. Defendants shall also establish and issue a "Fair Housing Information Sheet," that includes a description of "reasonable accommodations" and "reasonable modifications," and that informs applicants and tenants of Defendants' Complaint Policy. Defendants shall also provide this Policy of Nondiscrimination and Information Sheet to all prospective tenants at the time of application.

11. Reasonable Accommodation Policy. Within ninety (90) days after the execution of this Agreement and the dismissal of the Lawsuit, Defendants will submit to HUD, with a copy to Plaintiff HOPE, specific written guidelines for receiving and handling requests made by people with disabilities for reasonable accommodations (the "Reasonable Accommodation Policy"). The Reasonable Accommodation Policy will be approved by HUD and, within thirty (30) days of obtaining HUD's approval, will be provided to all tenants and prospective tenants at the time of application. The Reasonable Accommodation Policy will comply with the requirements of 42 U.S.C. §§ 3601 et seq., and will include the following elements:

a. A provision describing where and how requests for accommodations in the rules, policies, practices, services or structural modifications are to be accepted and processed for tenants and applicants;

- b. A provision describing how transfer requests will be addressed and considered in the context of reasonable accommodations;
- c. A provision describing the policy and guidelines for consideration and approval of Live-In Aide requests;
- d. A provision stating that each request for reasonable accommodation and response thereto shall be fully documented by Defendants;
- e. A statement identifying the Section 504 Coordinator;
- f. Reference to and description of the role of the Section 504 Coordinator in processing and determining reasonable accommodation requests;
- g. Confidentiality provisions;
- h. A statement concerning non-retaliation;
- i. A description of federal, state and local laws governing disabled individuals' housing rights;
- j. A statement of definitions related to disability;
- k. A provision stating that all requests for accommodation shall be acknowledged, in writing, within seven (7) days of receipt of any oral or written request;
- l. A provision stating that those individuals requesting a reasonable accommodation shall be notified in writing of the decision regarding their request for accommodation within fourteen (14) days of receipt of the request, if a request is denied, an explanation of the basis for such denial shall be included in this written notification.
- m. A provision stating that the final written decision regarding the reasonable accommodation request will be retained in the files of Defendants;

n. A provision stating that Defendants shall consider all requests for accommodations because of disability and shall grant those requests that are reasonable within the meaning of the Fair Housing Act and other applicable laws;

o. A provision stating that Defendants shall not impose any additional fees, costs, or otherwise retaliate against any person who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests and, if applicable, receive a reasonable accommodation;

p. The Reasonable Accommodation Policy shall be posted in a conspicuous location in the management office, easily visible to residents and prospective residents;

q. Defendants shall keep written records of each request for reasonable accommodation they receive during the duration of this Agreement. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date on which the request was received; (c) the nature of the request; (d) whether the request was granted or denied; and (e) if the request was denied, the reason(s) for the denial including the final written decision;

r. A provision setting forth criteria to be considered when processing reasonable accommodation requests from applicants and current residents;

s. Guidelines for making a decision on an applicant's or resident's reasonable accommodation request;

t. Incorporation of Defendants' nondiscrimination policy;

u. A description of federal, state and local laws governing disabled individuals' housing rights;

v. Defendants shall compile and adopt the use of the following, subject to HUD and HOPE approval:

- a. Applicant/Resident Request for Reasonable Accommodation or Structural Modification Form;
- b. Applicant Request for Reasonable Accommodation or Structural Modification Guide;
- c. Reasonable Accommodation/Structural Modification Determination Notice (applicants and residents);
- d. Certification form concerning Reasonable Accommodations/Structural Modification;
- e. Certification form concerning need for Live-In Aide.

w. A Statement affirming and describing Defendants' Complaint Procedure;  
and

x. Defendants shall modify their tenant application forms in accord with the Nondiscrimination Policy and Reasonable Accommodation Policy described herein.

12. Complaint Policy. Within ninety (90) days of the execution of this Agreement, Defendants will submit to HUD, with a copy to HOPE, a written Complaint Policy that will inform applicants and tenants of Defendants how and where to file a complaint with the management about the practices of Defendants, their employees, and agents that relate to the Nondiscrimination Policy, the Reasonable Accommodation Policy or to other rights afforded by the Fair Housing Act, Section 504 of the Rehabilitation Act and Title III of the Americans with Disabilities Act. The Complaint Policy will also inform applicants and tenants of their right to file a fair housing complaint with HUD and the Illinois Department of Human Rights. The Complaint Policy will be approved by HUD and, after obtaining HUD's approval, will be provided to all current tenants and prospective tenants at the time of application. The Complaint Policy shall include, among other things, procedures for:

- a. documenting the complaint in writing, and directives as to how the complaints will be promptly investigated and resolved;
- b. ensuring that a copy of the written complaint is provided to the management office within seven (7) days of the complaint being raised;
- c. providing the complaining party or parties with a copy of the Complaint Policy, and the name and contact information for a person in management who can answer questions about the complaint process; and
- d. shall be posted and prominently displayed in the rental offices of UVMC, UV and UVIII and in any other places at those properties in which announcements or vacancies are posted, and shall be provided to residents.

13. Changes to Guidelines. If Defendants propose to change the guidelines referenced in Paragraphs 10-12, they shall first notify Plaintiff HOPE and HUD with a copy of the proposed changes. If neither Plaintiff HOPE nor HUD delivers written objections within sixty (60) days of receiving the proposed changes, the changes may be effected. If Plaintiff HOPE and/or HUD make any objections to the proposed changes within the sixty (60) day period, the specific changes to which Plaintiff HOPE or HUD objects shall not be effected until the objections are resolved.

14. Tenant Rent Payment Schedule. Defendants shall affirmatively accommodate all monthly tenant rent payment schedules in accord with the date a tenant regularly receives Social Security Disability Insurance payments and shall refrain from posting eviction notices and collecting late fees or other penalties as a result of tenants paying their rent on a schedule that is in accord with their monthly receipt of Social Security Disability payments.

15. Training. Within ninety (90) days of the date of this Agreement is executed, Defendants shall prepare and submit to Plaintiff HOPE for review and approval a summary of the affirmative provisions of this Agreement (Paragraphs 10-12) to provide to all of their agents and employees whose duties, in whole or in part, involve the management or rental of units at UVMC, UV and UVIII. The summary shall cite this Agreement as the source of the obligations set forth in the document. Any revisions to the summary required by Plaintiff HOPE will be made within thirty (30) days of receipt of HOPE's revisions.

Within thirty (30) days of HOPE's approval of the summary, Defendants shall provide it and the Nondiscrimination Policy to all such agents and employees, and shall secure a signed statement from each such agent or employee acknowledging that s/he has received and read, and understands the summary and the Nondiscrimination Policy, and has had her or his questions about the affirmative requirements of the Agreement and the nondiscrimination policy answered.

Within one hundred and twenty (120) days of the execution of this Agreement, Defendants and all employees whose duties, in whole or in part, involve the management or rental of units at UVMC, UV and UVIII shall undergo fair housing training. The training shall include a focus on discrimination because of disability and shall inform these individuals of their obligations under the Agreement, as well as applicable federal, state and local laws. The training shall be conducted by HOPE, and any expenses associated with this training shall be borne by Defendants. The cost of training will be \$7,500.

During the term of this Agreement, each new employee or agent of Defendants, whose duties, in whole or in part, involve the management of rental of units at properties owned and/or managed at UVMC, UV and UVIII, shall be given the approved summary of the affirmative provisions of this Agreement and the Nondiscrimination Policy. Each such new employee or

agent shall sign a statement acknowledging that s/he has received and read, and understands the summary and Nondiscrimination Policy, and has had her or his questions about the affirmative requirements of the summary and Nondiscrimination Policy answered.

16. HUD Voluntary Compliance Agreement. The Parties anticipate that the Plaintiffs' administrative Complaints pending with the United States Department of Housing and Urban Development (HUD) will be resolved through a Voluntary Compliance Agreement (VCA) between HUD and Defendants. The HUD VCA will reference and incorporate this Agreement. Defendants agree that HOPE will receive from Defendants copies of all reports required by HUD under the VCA for the duration of the VCA.

17. Reporting and Recordkeeping Requirements.

a. Compliance Report. Within thirty (30) days of the submission to current tenants of the Nondiscrimination Policy and Complaint Policy, and thereafter on an annual basis, UVMC, UV and UVIII shall submit to HUD, with a copy to HOPE, a Compliance Report, except that a final report shall be submitted sixty (60) days prior to the third anniversary of this Agreement. The Compliance Report shall include:

- (1) the signed statement of each agent and employee referred to in Paragraph 15 above;
- (2) copies of the Nondiscrimination and Complaint Policies submitted pursuant to Paragraph 10(c) and 12, above;
- (3) copies of any advertisements, pamphlets, brochures or other promotional literature concerning the rental properties at UVMC, UV and UVIII;
- (4) a description of events undertaken in compliance with this

Agreement and with the HUD VCA during the reporting period;

- (5) a brief description of any Fair Housing complaints received during the reporting period; and
- (6) a brief description of any reasonable accommodation requests or determinations during the reporting period.

b. Certifications. Within thirty (30) days after the training required by Paragraph 15, above, Defendants shall provide to HUD, with a copy to HOPE: (a) certification that Defendants have retained any materials distributed by the trainers; and (b) the signed certifications confirming attendance at the training.

c. Notification of Complaints. For the duration of this Agreement, Defendants shall notify HUD in writing, with a copy to HOPE, within thirty (30) days of receipt of any complaint of housing discrimination against them or any of their agents or employees. Such notification shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and contact information for the complaining party. Within thirty (30) days of the resolution of any such complaint, Defendants shall notify HUD with a copy to HOPE, providing the details of the resolution.

d. Record Retention. For the duration of this Agreement, Defendants shall preserve all records related to this Agreement and any other documents related to the management or rental of units at UVMC, UV and UVIII. Such documents include, but are not limited to, applications, leases, resident assessment materials that Defendants are required to maintain, tenant files, policies and procedures, and tenant tracker and unit availability logs. Upon reasonable notice to Defendants, representatives of the HUD shall be permitted to inspect and copy any of their records or inspect their rental properties at any and all reasonable times so as to



determine compliance with this Agreement; provided, however, that HUD shall endeavor to minimize any inconvenience from such inspections.

18. Duration of Agreement and Termination of Legal Action. The duration of this Agreement shall be three (3) years after the full execution of this Agreement or the dismissal of the Lawsuit, whichever is later. The expiration of this Agreement shall not impede efforts by HUD, if any, to extend the term of its VCA with Defendants beyond the term of this Agreement.

19. Dispute Resolution. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Agreement prior to bringing such matters to a court of competent jurisdiction. In the event that any Plaintiff believes that any Defendant is not in material compliance with this Agreement, that Plaintiff will provide written notice to the alleged non-compliant Defendant regarding the manner in which that Defendant is not in compliance with this Agreement, and that Defendant will be provided thirty (30) days within which to become compliant. In the event of a failure by any of the Defendants to perform in a timely manner any act required by this Agreement or otherwise to act in violation of any provision thereof, and after the expiration of the thirty (30) day cure, any Plaintiff may move to impose any remedy authorized by law or equity in a court of competent jurisdiction, or in HUD, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform.

20. Time for Performance. Any time limits for performance imposed by this Agreement may be extended by the mutual, written agreement of the parties.

### MISCELLANEOUS

21. Nonassignment. Plaintiffs expressly promise that they have not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against the Released Parties; (b) any rights that they have or may have had to assert claims on their behalf or on behalf of others against the Released Parties; and (c) any right they have or may have to the Settlement Payments. The Institutional Plaintiffs promise that any monies, benefits or other consideration they receive from Defendants are not subject to any liens, garnishments, mortgages or other charges, and no one else has any claim to any portion of the Settlement Payments.

22. Confidentiality. The parties acknowledge that one of Defendants' reasons for entering into this Agreement is to avoid the expense and inconvenience involved in continuing to defend their actions in court and/or to their employees, former or prospective employees, friends, competitors, people doing business with them, and to the media. The parties therefore agree that [REDACTED] will not disclose anything relating to this litigation or its resolution to any of the foregoing or any other person, except as may be necessary in response to lawful process of any judicial or adjudicative authority, as otherwise allowed by law, or in order to secure housing in the future. In addition, except as otherwise required by law, [REDACTED] agree that they will not disclose the terms of this Agreement to anyone except their attorneys, tax advisors and immediate family, and that such persons shall be told that the information must be kept confidential. The Parties agree that HOPE and RAMP will keep the monetary amount of the Parties' settlement confidential in any press release, if any is issued.

23. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

24. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, other than the “Whereas” clauses which are informational, are contractual and not a mere recital.

25. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

26. Amendment. This Agreement may be amended only by a written document signed by the Parties and/or their successors in interest.

27. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

28. Nonadmission. This Agreement is being entered into solely for the purpose of settling disputed claims, and shall not be construed as: (a) an admission by Defendants or the Released Parties of any (i) liability or wrongdoing, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement. Nothing in this Agreement shall be construed as an admission by Defendants that they engaged in any unlawful behavior.

29. Right to Counsel. The Parties acknowledge they have each relied upon the advice of counsel with respect to all aspects of this Agreement, including but not limited to the terms of

and obligations arising under MMSEA, the MSP statute, and CMS regulations and guidance with respect to the reimbursement of Medicare for conditional payments. it is understood and agreed that no mistake of law or mistake of fact, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments or any mistake with respect to the amount of such obligation, shall constitute a basis for rescission or reformation or render any portion of this agreement void or voidable.

30. Notices, Reports and Communications.


- a. Jennifer K. Soule, Attorney for Plaintiffs  
Soule, Bradtke & Lambert  
533 Division Street, Suite B  
Elmhurst, IL 60126
- b. Clifford R. Perry III, Attorney for Defendants  
Laner Muchin, Ltd.  
515 N. State Street  
Suite 2800  
Chicago, Illinois 60654
- c. Kimberly Nevels  
Chicago FHEU Center Director  
77 W. Jackson, Room 2101  
Chicago, IL 60604

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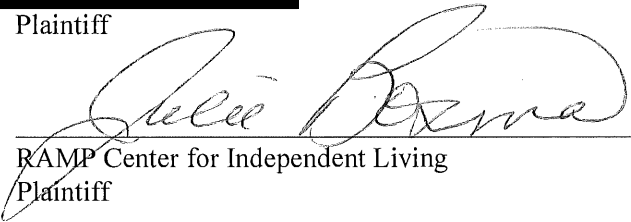
Signatures of the Parties

  
Plaintiff

4/16/14  
Date

  
Plaintiff

\_\_\_\_\_  
Date

  
RAMP Center for Independent Living  
Plaintiff

4/16/14  
Date

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30. Notices, Reports and Communications.

- a. Jennifer K. Soule, Attorney for Plaintiffs  
Soule, Bradtke & Lambert  
533 Division Street, Suite B  
Elmhurst, IL 60126
- b. Clifford R. Perry III, Attorney for Defendants  
Lancr Muchin, Ltd.  
515 N. State Street  
Suite 2800  
Chicago, Illinois 60654
- c. Kimberly Nevels  
Chicago FHEU Center Director  
77 W. Jackson, Room 2101  
Chicago, IL 60604

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Signatures of the Parties

Plaintiff

Date

Plaintiff

Date

4/16/14

RAMP Center for Independent Living  
Plaintiff

Date

Anne V. Hyatt

4/16/14

HOPE Fair Housing Center  
Plaintiff

Date

University Village Management Company  
Defendant

Date

University Village, an IL Ltd. Partnership  
Defendant

Date

University Village III, an IL Ltd. Partnership  
Defendant

Date

DDC University Village LLC  
Defendant

Date

JDM University Village LLC  
Defendant

Date

JDC University Village  
Defendant

Date

Donna A. Chudacoff  
Defendant

Date

Jeffery D. Crane  
Defendant

Date

Jon D. Mickelson  
Defendant

Date

HOPE Fair Housing Center  
Plaintiff

Date

Donna Chudacoff, President

4/15/14

University Village Management Company  
Defendant

Date

Donna Chudacoff

4/15/14

University Village, an IL Ltd. Partnership  
Defendant

Date

Donna Chudacoff

4/15/14

University Village III, an IL Ltd. Partnership  
Defendant

Date

Donna Chudacoff, manager

4/15/14

DDC University Village LLC  
Defendant

Date

JDM University Village LLC

4/15/14  
Date

Defendant

Jeffery D. Crane

April 15, 2014

JDC University Village  
Defendant

Date

Donna Chudacoff

April 15, 2014

Donna Chudacoff  
Defendant

Date

Jeffery D. Crane  
Defendant

Date

Jon D. Mickelson

4-15-14  
Date

Defendant

HOPE Fair Housing Center  
Plaintiff

Date

University Village Management Company  
Defendant

Date

University Village, an IL Ltd. Partnership  
Defendant

Date

University Village III, an IL Ltd. Partnership  
Defendant

Date

DDC University Village LLC  
Defendant

Date

JDM University Village LLC  
Defendant

Date

*Jeffery D. Crane*  
JDC University Village  
Defendant

*April 15, 2014*  
Date

Donna A. Chudacoff  
Defendant

Date

*Jeffery D. Crane*  
Jeffery D. Crane  
Defendant

*April 16, 2014*  
Date

Jon D. Mickelson  
Defendant

Date



*Kim Jester*  
Kim Jester  
Defendant

*4-15-2014*  
Date

*Tracey Lindgren*  
Tracey Lindgren  
Defendant

*4-15-14*  
Date

*Linda Smith*  
Linda Smith  
Defendant

*4-15-14*  
Date

*Janice Decker*  
Janice Decker  
Defendant

*4-15-14*  
Date