

*Stahl v. RMK Management Corporation and 73 East Lake Street Owner, LLC,
Case No. 2015-CH-13459*

Circuit Court of Cook County, Illinois, Chancery Division

If you leased an apartment at 73 East Lake Street in Chicago during August 2014, you may be entitled to benefits under a class action settlement.

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

- Plaintiff alleges that in August 2014, agents of RMK Management Corporation and 73 East Lake Street Owner, LLC (“Defendants”) entered the apartments of numerous tenants of 73 East Lake Street in Chicago without first giving the tenants two days’ notice of the intent to enter. Plaintiff alleges that this action violated the Residential Landlord Tenant Act of Chicago, Mun. Code Ch. 5-12-050 (“RLTO”). Defendants deny Plaintiff’s allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.
- A proposed settlement will provide a total of \$175,000 (the “Settlement Fund”) to fully settle and release claims of the tenants of 93 apartments that were allegedly entered in August 2014 by Defendants’ agents without two days’ notice (the “Settlement Class”). Class Counsel estimate that each apartment’s tenants will receive around \$1,125.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient and check the website below for updates.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
REMAIN IN CLASS; DO NOTHING	To receive a portion of the settlement fund you are not required to take any further actions. All Settlement Class Members who do not “Opt-Out” of the settlement will receive a portion of the settlement proceeds. Unless you are asked to submit a W-9 and fail to submit a valid W-9, the Class Administrator will withhold the payment as required by the tax code.
EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT	If you or your co-lessee(s) ask to be excluded, you and your co-lessee(s) will not receive a payment. This is the only option that allows you to pursue your own claims against Defendants and/or other released parties in the future. The deadline for excluding yourself is August 10, 2017.
OBJECT TO THE SETTLEMENT	Write to the Court about why you believe the settlement is unfair in any respect. The deadline for this is August 10, 2017. If you choose to Opt-Out of the settlement, you are not eligible to file an Objection.
GO TO THE FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement if you object to the settlement. To speak at the Final Approval Hearing, you must file a document including your name, address, telephone number and your signature with the Court stating your intention to appear, by no later than August 10, 2017.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed settlement has been reached in the class action lawsuit entitled *Stahl v. RMK Management Corporation and 73 East Lake Street Owner, LLC*, Case No. 2015-CH-13459 (Cir. Ct. Cook Cty.). Because your rights will be affected by this settlement, you should read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received a notice about this settlement?

If you received a notice describing this settlement, it is because Defendants' records indicate that you may be a member of the Settlement Class in this action. You are a member of the Settlement Class if you leased an apartment at 73 East Lake Street in Chicago during August 2014 and, according to Defendants' records, your unit was entered without two days' notice.

3. What is this class action lawsuit about?

In a class action, one or more people called a Class Representative (here, Plaintiff) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims that Defendants violated the RLTO by entering certain tenants' units without two days' notice as required by the RLTO. Defendants deny these allegations and deny any wrongdoing. The Court has conditionally certified a class action for settlement purposes only.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class members will receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

The Court has certified this case as a class action for settlement purposes. The Settlement Class is defined as:

all persons: (a) who leased an apartment at 73 East Lake Street, Chicago IL 60601 in August 2014, (b) whose unit was entered by one or more representatives of Defendants during the term of the lease, and (c) who, according to Defendants' records, was not given at least two days' notice of the intent to enter the unit.

"Settlement Class Member" is defined as any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.73EastSettlement.com, you may write to the Class Administrator at *Stahl v. RMK Management Corporation and 73 East Lake Street Owner, LLC*, P.O. Box 43034, Providence, RI 02940-3034, or you may call Class Counsel at 866.726.1092, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed lawyers from the law firm of Keogh Law, LTD., as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to one third of the \$175,000 Settlement Fund, which is \$58,333, to them for attorneys' fees, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of up to \$7,500 to Plaintiff for his service as Class Representative. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. Defendants will pay the total amount of \$175,000 into a fund (the "Settlement Fund"), which will cover: (1) cash payments to Settlement Class Members; (2) an award of attorneys' fees to Class Counsel, in an amount not to exceed one-third, which is \$58,333, plus reasonable expenses, as approved by the Court; (3) a service award to Plaintiff, in an amount not to exceed \$7,500, as approved by the Court; and (4) the costs of notice and administration of the settlement.

Cash Payments. All Settlement Class Members are eligible to receive a cash payment.

No Portion of the Settlement Fund Will Return to Defendants. All money in the Settlement Fund beyond the funds the Court authorizes to be paid for the costs of notice and administration of the settlement, attorneys' fees and expenses to Class Counsel and any service award to Plaintiff, will be divided and paid pro rata to the Settlement Class Members. Any money remaining in the Net Settlement Fund after distribution of settlement proceeds and deduction of all amounts approved for settlement administration costs and attorneys' fees and expenses, and after the passage of the 180-day period within which the Settlement Class Members shall be able to negotiate their checks, shall be paid as *cy pres* to the Chicago Bar Foundation, a non-profit that provides *pro bono* legal services, such as court help desks, to tenants in Chicago. Except as otherwise provided in the Settlement Agreement, no money remaining in the Net Settlement Fund shall revert to or otherwise be paid to Defendants.

9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of requests for exclusion that Settlement Class Members submit. Class Counsel estimate that the amount of the cash award (while dependent upon the number of exclusions) may be around \$1,125 for each of the 93 apartments whose tenants are in the Class. **This is an estimate only. The final cash payment amount may be higher or lower than \$1,125 and will depend on the total number of valid and timely opt-outs submitted by Settlement Class Members.** The payment will be divided among you and any Settlement Class Member who was your co-lessee.

Because the estimated payment is greater than \$600, you must submit a valid W-9 if the Class Administrator requests it. If you choose not to submit a valid W-9, you will not receive a payment.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue or continue to sue any Defendant Releasee, whether on your own or as part of any other lawsuit.

“Defendant Releasees” means Defendants and their predecessors, successors, and assigns, as well as each of their past or present owners, investors, directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants, auditors, banks, associates, representatives, consultants, vendors, contractors, volunteers, and assigns.

“Released Claims” means any and all claims, demands, rights, liabilities and causes of action, based on the RLTO or otherwise, that arose or could have arisen from Defendants’ or their agents’ entries into Plaintiff’s or the Settlement Class Members’ apartments in August 2014, that were asserted or could have been asserted in this Litigation based on the facts alleged in the complaint, as well as all claims, demands, rights, liabilities and causes of action, based on the RLTO or otherwise, that arose or could have arisen from Defendants’ or their agents’ entry into Plaintiff’s apartment on June 17, 2014, that were asserted or could have been asserted in this Litigation based on the facts alleged in the complaint.

Upon the Effective Date of the Settlement Agreement, the Defendant Releasees shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member covenants and agrees that he, she, or it shall not hereafter seek to establish liability against any Defendant Releasee based, in whole or in part, on any of the Released Claims. The Class Representative, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order of Final Approval shall have, nevertheless, fully, finally, and forever waived, settled and released any and all Released Claims.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To receive a payment, you are not required to take any further action except that the Class Administrator may ask you to submit a valid W-9. If you are asked to submit a valid W-9 and fail to do so, the Class Administrator will withhold the payment as required by the tax code.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing to decide whether to grant final approval to the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient and check the website for updates.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue or continue to sue Defendants or a released party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

To exclude yourself from the settlement, you must send an exclusion request to the Class Administrator. To be valid, an exclusion request must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name and address of the person in the Settlement Class requesting exclusion; and (iii) state that he or she desires to opt-out of the settlement or otherwise does not want to participate in the settlement. No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

Because the claim belongs to all Settlement Class Members who co-leased an affected apartment, a valid request for exclusion by one Settlement Class Member effectively excludes all Settlement Class Members who co-leased that apartment.

To be valid, you must mail your exclusion request postmarked no later than August 10, 2017 to the Class Administrator at *Stahl v. RMK Management Corporation and 73 East Lake Street Owner, LLC*, P.O. Box 43034, Providence, RI 02940-3034.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendants or any released parties for the claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you ask to be excluded, you will not receive a settlement payment and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement or the award of any attorneys' fees and expenses and/or service award.

To object, you must make your objection in writing, stating that you object to the settlement in *Stahl v. RMK Management Corporation and 73 East Lake Street Owner, LLC*, Case No. 2015-CH-13459 (Cir. Ct. Cook Cty.). To be considered by the Court, the written objection must: (i) attach documents establishing, or provide information sufficient to allow the parties to confirm that the objector is a Settlement Class Member; (ii) include a statement of the specific objections; and (iii) state the grounds for objection, as well as identify any documents which the objector desires the Court to consider.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than August 10, 2017.

For Plaintiff:

Keith J. Keogh
Michael Hilicki
KEOGH LAW, LTD.
55 W. Monroe Street, Suite 3390
Chicago, IL 60603

For Defendants:

Christopher A. Wadley
Walker Wilcox Matousek LLP
One North Franklin Street
Suite 3200
Chicago, IL 60606-3610

If you request to Opt-Out of the settlement you are not eligible to file an objection.

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you oppose something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on September 14, 2017 at the Circuit Court of Cook County, Daley Center, 50 West Washington Street, Rm. 2601, Chicago, Illinois 60602. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court will also consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

19. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than August 10, 2017. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice is only a summary of the proposed settlement. You can get a complete copy of the Settlement Agreement by visiting the Settlement Website, www.73EastSettlement.com, or you can write to the Class Administrator's address in Section 5 above or call Class Counsel with any questions at 866.726.1092.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL ABOUT THE SETTLEMENT. THEY CANNOT ANSWER YOUR QUESTIONS.