

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this _____ day of _____, 2025, by and among: (1) Plaintiffs Charlesetta Lockett, Roosevelt Price, Michele Williams, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams (“Plaintiffs”), for themselves and on behalf of the Settlement Class as further defined herein, and (2) Stonegate Meadows, L.P. and Eagle Point Management, LLC (“Stonegate LP/Eagle Point”), subject to Court approval as required by Rule 52.08 of the Missouri Rules of Civil Procedure. As provided herein, Class Counsel, Plaintiffs and Stonegate LP/Eagle Point hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Approval Order and Final Judgment, all claims of the Settlement Class against Stonegate LP/Eagle Point related to the Stonegate Meadows Apartment Complex, all as defined herein, including those at issue in *Johnson v. Stonegate Meadows, L.P. and Eagle Point Management, LLC*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri, shall be settled and compromised upon the terms and conditions set forth in this Agreement.

I. Recitals

1. On April 7, 2023, Plaintiffs filed a Petition in the Circuit Court of Jackson County, Missouri styled *Johnson v. Stonegate Meadows, L.P. and Eagle Point Management, LLC*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri (the “Action”), seeking, on behalf of themselves and all others similarly situated, refund of rents paid to and monetary damages from Stonegate LP/Eagle Point, based upon the alleged conditions at the Stonegate Meadows Apartment Complex in Kansas City, Missouri (the “Property”).

2. On January 16, 2024, Stonegate LP/Eagle Point filed its Answer and Affirmative Defenses to the Petition.

3. Subsequently, Plaintiffs have filed amended Petitions to which Stonegate LP/Eagle Point has filed Answers and Affirmative Defenses.

4. Plaintiffs and Stonegate LP/Eagle Point have engaged in extensive written and deposition discovery subsequent to the filing of the Action.

5. On May 13, 2025, settlement discussions took place, per the Court's order to engage in mediation prior to trial, with outside neutral mediator Mark Kempton. A settlement was reached during the mediation between Plaintiffs and Stonegate LP/Eagle Point, subject to execution of a mutually agreeable written Settlement Agreement, under which each Settlement Class Member would fully, finally, and forever resolve, discharge and release all rights and claims as described in Section VII of this Agreement in exchange for Stonegate LP/Eagle Point agreeing to: (1) pay the sum of Nine Hundred Fifty Thousand Dollars (\$950,000) into a common fund to compensate Settlement Class Members for their claims against Stonegate LP/Eagle Point raised in Case No. 2316-CV-09588 and/or related to the habitability of the Property; (2) not oppose a request for payment of a class representative service award to Plaintiffs in an amount of up to Seven Thousand Dollars (\$7,000) to be paid from the common fund, and (3) not oppose a request for payment of attorneys' fees and expenses to Class Counsel in the amount of thirty-three percent of the common fund.

6. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims held by the Settlement Class. The Parties intend this Agreement to bind Plaintiffs, Stonegate LP/Eagle Point and all members of the Settlement Class who do not timely request to be excluded from the Settlement.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement and the attached exhibits:

7. “Action” means *Johnson v. Stonegate Meadows, L.P. and Eagle Point Management, LLC*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri.

8. “Stonegate LP/Eagle Point” means Stonegate Meadows, L.P. and Eagle Point Management, LLC

9. “Class Counsel” means:

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

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

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

11. “Class Period” means the period from April 7, 2018 through November, 2019.

12. “Court” means the Circuit Court of Jackson County, Missouri.

13. “Effective Date” means the fifth business day after which all of the following events have occurred:

- a. All Parties and Class Counsel have executed this Agreement;
- b. The Court has entered without material change the Final Approval Order and Final Judgment approved by the Parties; and
- c. The time for appeal of or petition related to the Final Approval Order and Final Judgment entered by the Court has expired, and no appeal or petition for rehearing or review has been timely filed; or the Final Approval Order, Final Judgment and Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

14. “Final Approval” means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award to the Plaintiffs.

15. “Final Approval Order” means the order that the Court enters upon finally approving the Settlement. The Parties shall tender the form of Final Approval Order attached hereto as **Exhibit B** for the Court’s consideration.

16. “Final Hearing Date” means the date set by the Court for the hearing on final approval of the Settlement.

17. “Final Judgment” means the judgment entered by the Court. The Parties shall tender the form of Final Judgment attached hereto as **Exhibit C** for the Court’s consideration.

18. “Opt-Out Period” means the period that begins the day after the earliest date on which the Class Mail Notice is first mailed to Settlement Class Members, and which ends no later than 30 days prior to the Final Hearing Date. The Opt-Out deadline will be specified in the Class Mail Notice.

19. “Parties” means Plaintiffs and Stonegate LP/Eagle Point.

20. “Plaintiffs” means Charlesetta Lockett, Roosevelt Price, Michele Williams, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams.

21. “Preliminary Approval” means the date that the Court enters an order granting preliminary approval to the Settlement.

22. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement. The Parties shall tender the form of Preliminary Approval Order attached hereto as **Exhibit D** for the Court’s consideration.

23. “Released Claims” means all claims to be released as specified in Section VII of this Agreement. The “Releases” means all of the releases contained in Section VII of this Agreement.

24. “Released Parties” means those persons and entities released in Section VII of this Agreement.

25. “Releasing Parties” means Plaintiffs and all members of the Settlement Class who do not timely and properly opt out of the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

26. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and the attached exhibits.

27. “Settlement Administrator” means RG/2 Claims Administration, P.O. Box 59479 Philadelphia, PA 19102-9479.

28. “Settlement Class” means:

All Missouri tenants who leased and/or lived in a residential apartment, townhome, condo, or any other type of unit at Stonegate Meadows Apartment Complex from April 7, 2018 through November 2019.

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

29. “Settlement Class Member” means any person included in the Settlement Class who does not timely and properly opt-out of the Settlement.

30. “Settlement Fund” means the fund established under Section IV of this Agreement.

31. “Service Award” means any Court-ordered payment to Plaintiffs in addition to any payment due Plaintiffs as Settlement Class Members.

III. Certification of Settlement Class

32. Plaintiffs shall file a motion requesting the Court to preliminarily and finally certify the Settlement Class for purposes of this Settlement no later than June 30, 2025. Such certification shall be for a settlement damages class pursuant to Rule 52.08(b)(3) of the Missouri Rules of Civil Procedure. Stonegate LP/Eagle Point will not oppose a motion to certify the Settlement Class for that purpose only, and reserves all defenses and objections to certification of any class, other than for settlement purposes only.

33. If the Court declines to approve the Settlement, or if the Court changes the Settlement Class composition or the terms of the Settlement in any way not acceptable to one or more of the Parties after reasonable consultation with the other Parties, or if certification of the Settlement Class or approval of the Settlement is reversed, or if certification of the Settlement Class or approval of the Settlement is changed upon appeal or review in any way not acceptable

to one or more of the Parties, that Party or those Parties shall, after reasonable consultation with the other Parties, have the right to terminate the Settlement pursuant to Section XIII *infra*. In that event, there will have been no admission of liability and no waiver of any claim or defense of any kind whatsoever.

34. Stonegate LP/Eagle Point shall provide Class Counsel with all information in its possession or reasonable control that identifies the Settlement Class Members, to facilitate providing Notice to the Settlement Class.

IV. Establishing the Settlement Fund; Costs of Notice and Settlement Administration

35. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases contained in Section VII and the dismissal of the Action upon Final Approval, within twenty-one (21) calendar days after the Court approves the form of notice to the Settlement Class Members and establishes a Final Hearing Date, Stonegate LP/Eagle Point shall deposit the sum of Nine Hundred Fifty Thousand Dollars (\$950,000.00) into an account established by the Settlement Administrator to create the Settlement Fund as set forth herein.

36. All costs of notice to the Settlement Class Members, and all costs for the Settlement Administrator, shall be paid from the Settlement Fund. Stonegate LP/Eagle Point's maximum total payment obligation under this Agreement shall be the Settlement Fund, and nothing in this Agreement shall be construed to require Stonegate LP/Eagle Point to make any payment other than or in excess of the amount of the Settlement Fund.

37. The Settlement Fund at all times shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon Stonegate LP/Eagle Point or its counsel or Plaintiffs and Class Counsel with respect to income

earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Stonegate LP/Eagle Point and its counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes.

38. The Settlement Fund shall be used for the following purposes:

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

V. Settlement Administration and Distribution of Settlement Fund

39. The Settlement Administrator, subject to supervision and direction of Class Counsel, shall be responsible for and shall administer and oversee the distribution of the Settlement Fund in accordance with the terms of this Agreement and **Schedule A**, which shall be filed under seal with the Court to protect the privacy and rights of the members of the Settlement Class Members.

40. Based upon investigation of the tenancy facts surrounding the Settlement Class Members, Class Counsel will prepare a list of Settlement Class members and their proposed settlement class payments, which will be identified on **Schedule A**, to be filed under seal with the Court prior to the Final Hearing Date. It is the intention of Plaintiffs and Class Counsel to issue

such agreed-upon settlement payments without regard to a claims process, in order to maximize the value to the Settlement Class. Stonegate LP/Eagle Point does not object to Plaintiffs' apportionment of the Settlement Fund among the Settlement Class Members, which will be reflected on **Schedule A**.

41. If any member(s) of the Settlement Class timely opt out and exclude themselves from the Settlement, the name(s) of the "opt-out" class member(s) shall be removed from **Schedule A**. The Parties shall submit any required revisions to **Schedule A** to the Court under seal prior to the Final Hearing Date.

42. The amount of the Settlement Fund shall not be reduced as a result of any member(s) of the Settlement Class electing to opt out or be excluded from the Settlement or for any other reason, except as set forth in paragraph 67 herein.

43. The Settlement Administrator shall distribute the Settlement Fund to the persons and in the amounts shown on **Schedule A**, or as the Court may otherwise determine and approve. Such distributions to the Settlement Class Members are referred to and defined as the "Settlement Class Member Payments." The Settlement Administrator shall distribute the Settlement Class Member Payments to the Settlement Class Members within 60 days after the Effective Date via checks mailed directly to Settlement Class Members. The Settlement Administrator will re-mail any returned checks to any new address disclosed to or available to the Settlement Administrator. To the extent any check is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate a current address for said Settlement Class Member to remail the check.

44. If there exist any unclaimed settlement funds (e.g., from uncashed checks or the Settlement Administrator's inability to locate a Class Member) remaining in the Settlement Fund after one hundred and eighty days following Final Approval, Settlement Class Members will be

eligible for a second supplementary pro-rata distribution of the unclaimed Settlement Fund by the Settlement Administrator.

45. Any unclaimed settlement funds remaining in the Settlement Fund after the second supplementary distribution to Settlement Class Members referenced in paragraph 44, shall be donated to Legal Aid of Western Missouri (the “Cy Pres Donation”). The Cy Pres Donation shall occur no later than two hundred and forty days following Final Approval.

46. Within fourteen days following the Cy Pres Donation or, if there is no Cy Pres Donation, then within two hundred and forty days following Final Approval, the Settlement Administrator shall file a report with the Court confirming that the entirety of the Settlement Fund has been distributed to through either: (a) payments to the Settlement Class Members pursuant to the original or any revised **Schedule A** and/or second supplementary distributions, or (b) the Cy Pres Donation.

47. The Settlement Administrator shall be responsible for preparing, filing and addressing any requisite IRS Form 1099s related to payments from the Settlement Fund, if necessary. Settlement Class Members shall be responsible for any taxes due or any tax liability arising out of the distribution of the Settlement Funds and shall defend, indemnify, and hold harmless Stonegate LP/Eagle Point in relation to any claim relating to the same. Settlement Class Members and Class Counsel have not been given nor relied upon any tax advice from the Released Parties or the Released Parties’ counsel.

48. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the investment, allocation or distribution of the Settlement Funds, the determination, administration, calculation, or payment of claims, the payment or withholding of taxes, or any losses incurred in connection therewith.

49. No person shall have any claim against the Released Parties, their counsel, Plaintiffs, Class Counsel, the Settlement Administrator, or any agent designated pursuant to this Agreement based upon any distributions made substantially in accordance with this Agreement or any Orders of the Court

VI. Service Award and Class Counsel Fees and Expenses

50. Class Counsel agree to make, and Stonegate LP/Eagle Point agrees not to oppose, an application for the award of attorneys' fees and expenses incurred in the Action not to exceed thirty-three percent of the Settlement Fund. Such application shall be filed no later than fourteen (14) days before the date by which Settlement Class Members must opt-out and/or object to the Settlement. If and when such fees and expenses payment are approved by the Court—including if the approved fees are less than those sought by Class Counsel—such fees and expenses shall be paid to Class Counsel by the Settlement Administrator from the Settlement Fund within fourteen (14) business days after the Effective Date.

51. The Parties negotiated and reached an agreement regarding the attorneys' fees and expenses to be requested by Class Counsel only after reaching agreement on all other material terms of this Settlement.

52. Class Counsel agrees to make, and Stonegate LP/Eagle Point agrees not to oppose, an application for Service Awards to Plaintiffs in the amount of Seven Thousand Dollars (\$7,000) each. If awarded by the Court, such awards shall be paid by the Settlement Administrator from the Settlement Fund within fourteen (14) business days after the Effective Date. Any Service Award authorized by the Court shall be in addition to any payment the Plaintiffs are entitled to receive as Settlement Class Members pursuant to **Schedule A**.

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

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

VII. Releases

55. As of the Effective Date, Plaintiffs and each Settlement Class Member, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Stonegate LP/Eagle Point and its present and former partners, members, parent companies, holding companies, subsidiaries, divisions, predecessors, successors, assigns, directors, officers, and their insurers Axis Surplus Insurance Company (concerning policy number P-001-000091117-01 with policy periods 03/01/2019 to 03/01/2020) and Great American Insurance Group (concerning policy number GLO2274678 for policy periods 03/01/2018 to 03/01/2019) and employees, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies relating to or based upon allegations of habitability, negligence, tort, violations of merchandising practices acts or breach of contract relating to or arising out of Stonegate LP/Eagle Point's management of the Property, **however** nothing in this Agreement or the Settlement between Plaintiffs and Stonegate LP/Eagle Point shall release, extinguish, bar, dismiss or otherwise affect any claim, demand or cause of action that Plaintiffs and/or the Settlement Class Members have against any other defendant in the Action, including: Stonegate Meadows

Apartments LLC; Elite Management Group, LLC d/b/a Elite Management MO LLC, Yarco Company, Inc.; Young Management Corporation, and Prime Midwest LLC.

56. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraph 55, or the law applicable to such claims may change. Nonetheless, each Settlement Class Member expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims against Stonegate LP/Eagle Point with respect to all of the matters described in paragraph 55.

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

VIII. Preliminary Approval Order

57. Plaintiffs shall move the Court for a Preliminary Approval Order substantially similar to **Exhibit D** that accomplishes the following:

- a. Certifying the proposed Settlement Class pursuant to Missouri Rule of Civil Procedure 52.08(b)(3) for settlement purposes only;
- b. Preliminarily approving the Agreement as fair, reasonable and adequate, subject to a final determination by the Court;
- c. Approving the appointment of Plaintiffs as representative of the Settlement Class for settlement purposes;
- d. Approving the appointment of Class Counsel as counsel for the Settlement Class for settlement purposes;

- e. Approving a form of mailed notice substantially similar to the Class Mail Notice attached as **Exhibit A** to be sent to the Settlement Class;
- f. Directing the Settlement Administrator to mail the Class Mail Notice promptly after entry of the Preliminary Approval Order by first-class mail to the last known address of the Settlement Class;
- g. Establishing a procedure for members of the Settlement Class to opt out and setting a date, approximately thirty (30) days prior to the Final Hearing Date but in no event less than thirty (30) days after the mailing of the Class Mail Notice, after which no member of the Settlement Class shall be allowed to opt out of the Settlement Class;
- h. Establishing a procedure for the members of the Settlement Class to object to the Settlement and setting a date, approximately thirty (30) days prior to the Final Hearing Date but in no event less than thirty (30) days after the mailing of the Class Mail Notice, after which no member of the Settlement Class shall be allowed to so object;
- i. Scheduling a Final Hearing Date for purposes of final approval of this Agreement and establishing a procedure for the Settlement Class Members to appear at the hearing;
- j. Staying the Action as against Stonegate LP/Eagle Point only until further order of the Court, other than as may be necessary to effectuate the Settlement and carry out the terms of the Agreement or the responsibilities related or incidental thereto; and

- k. Containing such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable.

IX. Opt Outs, Class Member Objections, and Intervention

58. The deadline for opt out requests shall be set forth in the Preliminary Approval Order. Any request to opt-out must be in writing and must include the name, address, telephone number and a statement that the Settlement Class Member is seeking exclusion, and be signed by that person. Any opt-out request must include a reference to “*Johnson v. Stonegate Meadows, L.P. and Eagle Point Management, LLC*, Case No. 2316-cv09588” and be mailed to:

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

To be considered timely and effective, any opt-out request must be postmarked on or prior to the date established by the Court in the Preliminary Approval Order for the mailing of such opt-out requests. No person may opt out of the Settlement by having an actual or purported agent or attorney submit an opt-out request on said person’s behalf, nor may an opt-out request be submitted or made on behalf of a group of persons. Each member of the Settlement Class who does not submit an opt-out request substantially in compliance with this paragraph 58 shall be included in the Settlement Class and deemed a Settlement Class Member. For purposes of determining timeliness, an opt-out request shall be deemed to have been submitted when received by Class Counsel Joseph Kronawitter. Class Counsel shall, at least fourteen days (14) days before the Final Hearing Date, provide the Court and Stonegate LP/Eagle Point with copies of all timely opt-out requests and a list of any persons who timely and adequately filed a request to opt out and be excluded from the Settlement.

59. Any Settlement Class Member who properly opts-out shall: (a) not be bound by any orders or judgments entered in the Action relating to the Settlement; (b) not be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) not be entitled to object to any aspect of the Settlement.

60. Any member of the Settlement Class who wishes to object to any aspect of the Settlement must file a written notice of objection with the Court as provided below (“Notice of Objection”) postmarked on or before the date established by the Court in the Preliminary Approval Order. For purposes of determining timeliness, a Notice of Objection shall be deemed to have been submitted when filed by the Clerk of the Court. Notices of Objection must be filed with the Clerk of the Court at:

Clerk of the Court
Jackson County Courthouse
415 E 12th Street
Kansas City, Mo 64106

Copies of the Notice of Objection must also be postmarked and mailed, or delivered, to the following on or before the date for filing a Notice of Objection:

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

Class Counsel

and

Natalie Stanton
Timothy Niedbalski
Sandberg Phoenix & von Gontard
P.C.
701 Market St., Ste. 600
St. Louis, MO 63101
314-231-3332

Tyler M. Waugh
 Sandberg Phoenix & von Gontard
 P.C.
 4600 Madison Ave., Suite 1000
 Kansas City, MO 64112
 816-627-5332

Counsel for Stonegate Meadows, L.P. and
 Eagle Point Management, LLC

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

1. The name, address, and telephone number of the class member filing the objection;
2. A statement of each objection asserted;
3. A detailed description of the facts underlying each objection;
4. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
5. If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
6. If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts;
7. If the objector plans to call a witness or present other evidence at the final approval hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present;
8. A statement of whether the objector intends to appear at the final approval hearing; and
9. A copy of any exhibits which the objector may offer during the final approval hearing.

Any member of the Settlement Class who does not make his or her objection in the manner provided above shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the fairness, adequacy, or reasonableness of the Settlement or to any other provision of this Agreement.

X. Final Approval Order and Final Judgment

61. Plaintiffs and Class Counsel agree they will request the Court to enter, after the hearing on final approval of this Agreement, a Final Approval Order substantially in the form attached as **Exhibit B**. In accordance with **Exhibit B**, the Final Approval Order will certify the Settlement Class and find that the Settlement and this Agreement are fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Final Approval Order will require the Parties to carry out the provisions of this Agreement.

62. Plaintiffs and Class Counsel agree they will request the Court to enter a Final Judgment in the Action in a form substantially the same as that attached as **Exhibit C**. In accordance with **Exhibit C**, the Final Judgment will: dismiss all remaining claims and motions of the Plaintiffs on behalf of the Settlement Class Members against Stonegate LP/Eagle Point in the Action on the merits and with prejudice as to the Releasing Parties; dismiss all cross-claims asserted by Stonegate LP/Eagle Point against other defendants in the Action with prejudice; declare the Settlement Class Members are bound by the Releases contained in Section VII of this Agreement as of the Effective Date; contain an express determination by the Court that “there is no just reason for delay,” and reserve continuing jurisdiction over the enforcement of this Agreement and the administration and distribution of the Settlement Fund.

XI. Certifications to the Court

63. On or before the Final Hearing Date, the Settlement Administrator shall file in the Action an affidavit verifying the court-approved Class Mail Notices have been sent by first-class mail to the Settlement Class.

64. On or before the Final Hearing Date, Class Counsel or the Settlement Administrator shall file with the Court an affidavit verifying they have complied with the procedures described in paragraph 65 with respect to all Class Mail Notices returned as undeliverable.

XII. Class Notice Forms

65. Stonegate LP/Eagle Point shall provide Class Counsel with all information in its possession or reasonable control that identifies the Settlement Class, to facilitate providing Notice to the Settlement Class. Prior to mailing, the Settlement Administrator will update the addresses by use of the United States Postal Service's National Change of Address database or another address database service (e.g., Accurint, Intelius). The Settlement Administrator will re-mail any returned notices to any new address disclosed. To the extent any notice is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate current addresses for said class member(s). The Class Mail Notice shall be mailed within thirty (30) days of the entry of the Preliminary Approval Order.

XIII. Termination of Settlement and Effect of a Termination

66. This Settlement may be terminated by Plaintiffs or Stonegate LP/Eagle Point before the Effective Date by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days after any of the following occurrences:

- a. The Court rejects, materially modifies, materially amends or changes, or declines to grant Preliminary Approval or Final Approval of the Settlement (a Court ruling reducing or disapproving of Class Counsel's attorney's fees or costs is not grounds for termination of the Settlement under this paragraph);
- b. An appellate court reverses the Final Approval Order or Final Judgment and the Settlement is not reinstated without material change by the Court on remand;
- c. Any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, Final Judgment or the Settlement in a way that Plaintiffs or Stonegate LP/Eagle Point reasonably considers material;

- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement.

67. In addition to the grounds set forth in paragraph 66, Stonegate LP/Eagle Point may terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within ten (10) days of its receipt of the final report specified in paragraph 58 above, if the number of members of the Settlement Class who timely request exclusion from the Settlement Class equals or exceeds ten percent (10%) of the Settlement Class Members set forth on **Schedule A**.

68. In the event of a termination of the Settlement, the balance of the Settlement Fund shall be refunded and remitted to Stonegate LP/Eagle Point. Stonegate LP/Eagle Point shall have no right to seek reimbursement from Plaintiffs or Class Counsel for any Settlement Funds disbursed prior to termination of this Agreement, with the exception of any attorneys' fees, costs, and expenses actually paid to Class Counsel.

69. In the event of a termination as provided herein, this Agreement shall be considered null and void; all of Stonegate LP/Eagle Point's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Stonegate LP/Eagle Point in accordance with the terms herein; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiffs' right to seek class certification on the merits and Stonegate LP/Eagle Point's right to oppose class certification on the merits. Any discussions, offers, or negotiations between the Parties about the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose, without prejudice

to Plaintiffs' right to seek class certification on the merits or to Stonegate LP/Eagle Point's right to oppose class certification on the merits.

70. In the event of a termination as provided herein, the Settlement Administrator shall return any amounts held in the Settlement Fund to Stonegate LP/Eagle Point within seven (7) days of receiving notice of the termination.

XIV. No Admission of Liability

71. Stonegate LP/Eagle Point disputes the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Stonegate LP/Eagle Point has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

72. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the potential benefits and risks to the Settlement Class associated with the continued prosecution of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims, have conducted formal and informal discovery, and have conducted independent investigation of the challenged practices. Class Counsel has concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

73. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties related to settlement either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

74. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

75. In addition to any other defenses Stonegate LP/Eagle Point may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein, after the Agreement and Settlement are given Final Approval.

XV. Miscellaneous Provisions

76. Gender and Plurals. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

77. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

78. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

79. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

80. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

81. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

82. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri without regard to the principles thereof regarding choice of law.

83. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

84. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement.

85. Notices. All notices to Class Counsel provided for herein, shall be sent by email or facsimile with a hard copy sent by overnight mail to:

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

All notices to Stonegate LP/Eagle Point, provided for herein, shall be sent by email or facsimile with a hard copy sent by overnight mail to:

Natalie Stanton
Timothy Niedbalski
Sandberg Phoenix & von Gontard
P.C.
701 Market St., Ste. 600
St. Louis, MO 63101
314-231-3332

Tyler M. Waugh
Sandberg Phoenix & von Gontard
P.C.
4600 Madison Ave., Suite 1000
Kansas City, MO 64112
816-627-5332

Counsel for Stonegate Meadows, L.P. and
Eagle Point Management, LLC

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

86. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties and their respective counsel and approved by the Court.

87. No Waiver. The waiver by any party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

88. Authority. The Parties represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Stonegate LP/Eagle Point to

all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

89. Agreement Mutually Prepared. Neither Plaintiffs nor Stonegate LP/Eagle Point shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

90. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

91. Liens and Subrogation Interest: Indemnity: Plaintiffs represent there is no person or entity who has any lien against or interest in the proceeds of this settlement, who may claim through Plaintiffs in a derivative manner against Stonegate LP/Eagle Point for any cause arising from or related to the Action, or who may maintain an action against or recover damages from Stonegate LP/Eagle Point for the alleged damages incurred by Plaintiffs, including without

limitation any spouse, child, parent, relative, employer, insurer, attorney lienholder, workers' compensation lienholder, health care provider, or other subrogated interest. To the extent such a lien is asserted with respect to a Plaintiff, that Plaintiff agrees to be responsible for such liens, interests, claims, actions, and recoveries and agree to hold harmless Stonegate LP/Eagle Point against any claim, demand, action, cost, expense, attorneys' fee, loss, judgment or liability Stonegate LP/Eagle Point may be subjected to by any person or entity who may have a lien against or interest in the proceeds of this settlement or who may claim through that Plaintiff in a derivative manner against the Stonegate LP/Eagle Point for any cause arising from or related to the Action.

92. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section VII above, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Charlesetta Lockett
Charlesetta Lockett

Roosevelt B Price III
Roosevelt Price

Michele Williams
Michele Williams

Jill Harris
Jill Harris

Anga Crosby
Anga Crosby

J.L. Epps
J.L. Epps

Richarda Scott
Richarda Scott

Ratasha Williams
Ratasha Williams

limitation any spouse, child, parent, relative, employer, insurer, attorney lienholder, workers' compensation lienholder, health care provider, or other subrogated interest. To the extent such a lien is asserted with respect to a Plaintiff, that Plaintiff agrees to be responsible for such liens, interests, claims, actions, and recoveries and agree to hold harmless Stonegate LP/Eagle Point against any claim, demand, action, cost, expense, attorneys' fee, loss, judgment or liability Stonegate LP/Eagle Point may be subjected to by any person or entity who may have a lien against or interest in the proceeds of this settlement or who may claim through that Plaintiff in a derivative manner against the Stonegate LP/Eagle Point for any cause arising from or related to the Action.

92. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section VII above, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Charlesetta Lockett

Roosevelt Price

Michele Williams

Jill Harris

Anga Crosby

_____
J.L. Epps

_____
Richarda Scott

Ratasha Williams

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92. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section VII above, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Charlesetta Lockett

Roosevelt Price

Michele Williams

Jill Harris

Anga Crosby

J.L. Epps

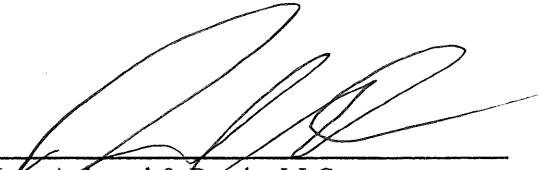
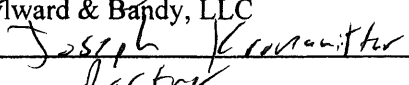
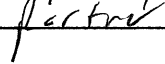
Richarda Scott



Ratasha Williams (Sep 28, 2025 19:45:25 CDT)

Ratasha Williams


Stonegate Meadows, L.P. and Eagle Point
Management, LLC By: Laura E. Burns
Title: Authorized Signatory of EPPS, LLC, the Manager of Eagle
Point Ventures, LLC, the Manager of EPV Stonegate GP, LLC, the General Partner of Stonegate
Meadows, LP and Manager of EPTS 2, LLC, the Manager of Eagle Point Management, LLC


Horn Aylward & Bandy, LLC
By: 
Title: 

Heartland Center for Jobs and Freedom, Inc.
By: _____
Title: _____

Stonegate Meadows, L.P. and Eagle Point
Management, LLC By: _____
Title: _____

Horn Aylward & Bandy, LLC
By: _____
Title: _____

Heartland Center for Jobs and Freedom, Inc.
By: Gina Chisla
Title: Attorney