

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“*Agreement*”) is entered into as of the last date of any signature below (“*Execution Date*”) by and among:

- (a) Guadalupe Chavez, Lorenza Romero, Alice Sanchez, Susie Trujillo, and Petra Velarde (Representative Plaintiffs), on the one hand, and
- (a) Bosley Management Inc., on the other hand

RECITALS

A. Nature of the case: This lawsuit is brought on behalf of a proposed class of low-income individuals who are current or former tenants at La Vista Del Rio Apartment complex in Española, New Mexico, which until September 15, 2023, was deeply subsidized affordable housing under the United States Department of Agriculture (USDA)’s Rural Development (RD) Section 515 loan program and Section 521 Rental Assistance deep subsidy program. Plaintiffs filed this case challenging: 1) the U.S. Department of Agriculture Rural Development's approval of a request to prepay a Multifamily Housing Program loan on the Property issued by RD pursuant to Section 515 of the Housing Act of 1949, 42 U.S.C. § 1485 (“Section 515”); 2) the private Defendants; (Villas Management and Bosley Management Inc) management of the property preceding and following pre-payment; and 3) RD’s prepayment approval processes and administration of the Rural Development Voucher Program. This settlement agreement concerns claims against Defendant Bosley Management Inc.

B. No Admission of Fault: This agreement is the result of the Bosley Management Inc. and Representative Plaintiffs compromising and settling disputed claims. Neither this Agreement nor any representations made by Plaintiffs and Bosley Management, Inc. in the course of negotiating this Agreement shall constitute or be construed as any admission of liability or wrongdoing by any Party, or by their officers, employees, agents, successors, assigns, or representatives, related to any claims or defenses that were raised (or could have been raised) with regard to the Litigation.

C. Class Counsel Review: Class Counsel have analyzed and evaluated the merits of all contentions of Defendant BMI, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, would be further protracted and will further delay any relief to the proposed class, Representative Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the claims against BMI on the terms described in this Agreement is in the best interests of the proposed Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties, for themselves and through their undersigned counsel, agree to the following Settlement, subject to Court approval, under the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined parenthetically herein, the following definitions apply to this Agreement.

1. “Action” means the Action in the United States District Court for the District of New Mexico under the caption *Guadaupe Chavez, et. al. v. Vilsack et. al.*, No. 1:23-cv-00572-JB-KK.
2. “Class Counsel” means National Housing Law Program and the New Mexico Center on Law and Poverty.
3. “Class Notice” means the notice provided to the Settlement Class of the class action status and proposed settlement of the Action. Plaintiffs Counsel will develop the Class Notice. The Class Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.
4. “Defendant BMI” means Bosley Management Inc., one of the defendants in the Action.
5. “Distribution Date” means no later than 14 days after Final Approval.
6. “Eligible Class Member” means a Settlement Class Member who does not exclude himself or herself from the Action.
7. “Final Approval” means that all of the following have occurred:
 - (a) The Court has entered the Settlement Order and Final Judgment;
 - (b) The Court has made its final award of any Service Award; and
 - (c) Thirty-One (31) days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals or requests for review of the Court’s Settlement Order and Final Judgment being filed, or, if appeals or requests for review have been filed, the time has passed for seeking further review after orders on appeal affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.
9. “Parties” means Representative Plaintiffs and Bosley Management Inc.
8. “Preliminary Approval” means the Court has entered an order approving the Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing Class Notice to the Settlement Class. The Parties will confer on the form of the Order.

9. “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorney fees, obligations, contracts, liabilities, agreements, costs, interest, expenses, or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that were alleged or asserted in the Action, as well as any claims that could have been brought, arising out of or relating to the same nucleus of operative facts as alleged in the Action, by way of pleadings, motions, or briefs.

10. “Released Party” means the Bosley Management Inc. along with their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies actually or allegedly under common control with any of them, and each of their respective predecessors, successors, past and present owners, shareholders, members, partners, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

11. “Representative Plaintiffs” means the named plaintiffs in the Action, specifically Guadalupe Chavez, Lorenza Romero, Alice Sanchez, Susie Trujillo, and Petra Velarde.

12. “Service Award” means the payment to Representative Plaintiffs for their time and effort in connection with this Action in an amount approved by the Court.

13. “Settlement Administration” means the process under the Court’s supervision, that includes, but is not limited to, the manner in which the Class Notice and the making of payments, and distributions required under this Agreement, are effectuated. The cost for Settlement Administration will be deducted from the Settlement Fund.

14. “Settlement Administrator” means American Legal Claim Services LLC (“ALCS”), or another third-party settlement administrator mutually agreed on by the Parties.

15. Except as otherwise provided in this Paragraph, “Settlement Class” means:

“All current and former residents of La Vista Del Rio Apartments since September 8, 2022 who are or were eligible to receive low-income housing assistance under the United States Department of Agriculture’s Sections 515 and 521 Programs.”

The Settlement Class does not include Defendant BMI or any entity that has a controlling interest in any of them, and any of their current or former owners, current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any persons who request exclusion from the Class.

For purposes of settlement only, there are approximately 70 persons from approximately 35 units in the Settlement Class based on data provided by Defendant BMI.

16. “Settlement Class Members” means persons meeting the definition of the Settlement Class.

17. “Settlement Fund” means the amount of \$150,000, consisting of an agreed-upon settlement amount of \$140,000 from Defendant Bosley Management Inc. for damages and \$10,000 for administrative costs.

18. “Settlement Hearing” means the hearing to be set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

19. “Settlement Order and Final Judgment” means an order and judgment entered by the Court approving this Agreement as final and binding on the Parties, Settlement Class Members, and Released Parties.

20. The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

II. GENERAL TERMS OF SETTLEMENT

1. Payment of the Settlement Fund. Defendant BMI shall fund \$150,000 to the Settlement Administrator by the date set by the Court in the Order granting Preliminary Approval. This sum includes: \$140,000 for payments to class members and Representative Plaintiff incentive payments; \$10,000 for the cost of administering the class. This sum and their payment shall be Defendant Bosley Management Inc.’s total financial obligation under this Agreement. These payments shall be paid to the Settlement Administrator and held in an account solely to be used to effectuate this settlement. Notwithstanding the foregoing, if the Court has not approved the Settlement Administrator by the time tender of payment is required to the Settlement Fund, then such payment shall be deposited in the trust accounts of respective Parties’ counsel, to be held in such account until such time as the Settlement Administrator is approved by the Court.

2. Payments to Settlement Class Members. On or before the Distribution Date, Defendant BMI will pay to each Eligible Class Member, through the Settlement Administrator:

- a. Payments to class member household broken down as follows:
 - i. \$ 3,428 per unit for 35 units.
 - ii. An additional \$1,000 for households that include class members that no longer live in the complex as of January 1, 2024.

3. Class List. Defendant BMI has already provided to Class Counsel a Class List consisting of rent rolls that are consistent with the class definition that includes the name, unit number and size, as well as the last known address of every member of the Settlement Class.

4. Settlement Administration. Settlement Administration shall occur under the Court's supervision. The Parties will engage ALCS, a third-party administrator (or another third-party settlement administrator mutually agreed on by the Parties), to provide Settlement Administration, including but not limited to making the payments to Settlement Class Members, payment of the Representative Plaintiff Service Award, and payment of costs of Settlement Administration and Class Notice, plus any other distributions required under this Agreement. Costs of Settlement Administration will be paid by Defendant BMI up to a cap of \$10,000. If the class administration costs are less than \$10,000, the unspent portion will revert back to Defendant BMI. Any fees and costs that exceed \$10,000 will be paid by Class Counsel.

5. Representative Plaintiff Service Award: Subject to Court approval, Plaintiffs may request an amount not to exceed \$1,000 per representative Plaintiff. If the Final Approval occurs, Settlement Administrator shall pay from the Settlement Fund to the Class Counsel, the Representative Plaintiff Service Award, in the manner and at the time set forth herein.

6. No Reversion to Defendants. Any remainder left in the Settlement Fund after all other distributions have been made will be distributed by the Settlement Administrator to a cy pres recipient with no reversion to Defendants.

7. Cy Pres. The Parties agree that Espanola Pathways Shelter shall be the cy pres recipient.

8. Use Restriction Disclosures. Within 1 business day of executing this agreement, Defendant BMI shall provide to Class Counsel documentation showing that Defendant BMI disclosed to Villas de Avenida Canada the existence of a use restriction concerning the La Vista Del Rio Apartment complex prior to purchase.

9. Priority Admission: Defendant BMI shall provide priority admission for class members at other Section 515 properties owned by Defendant BMI. This priority admission is conditional upon the class member identifying the specific property for which they are seeking admission, applying for admission, and qualifying to reside at the property. This priority admission requirement will terminate two years after final approval of the Settlement.

III. SETTLEMENT APPROVAL AND CLASS NOTICE

1. Preliminary Approval. Within 14 days of the execution of this agreement, the Representatives Plaintiffs will move for an order ("Preliminary Approval Order"), which, among other things, provisionally certifies the Settlement Class for settlement purposes only; appoints Representative Plaintiff as the representative of the Settlement Class; appoints Class Counsel as counsel for the Settlement Class; approves the Settlement Administrator selected by the Parties; grants the Court's Preliminary Approval of this Agreement; approves the form of Class Notice; and sets a Settlement Hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

2. Class Notice. The Parties will request that the Preliminary Approval Order direct that, within 45 days of entry of the Preliminary Approval Order, the Settlement Administrator shall provide Class Notice of the provisional class certification and proposed settlement to all Settlement Class Members.

3. Finding class members for whom there is no current address. Prior to sending the class notice, the Settlement Administrator will attempt to find addresses for class members for whom Defendant BMI does not have a current address. These are class members who have moved from the complex that is the subject of this litigation and may not have left a forwarding address with Defendant BMI. Within 7 days of the Order for Preliminary Approval, Defendant BMI will provide class counsel with the applicant certifications submitted by class members who no longer live at La Vista Del Rio. Provision of the applicant certifications is subject to the entry of an appropriate confidentiality/protective Order.

4. Returned Mail. Class Notices will be remailed if notice for any class member is returned by the USPS, either to the forwarded address provided by USPS or to a new address obtained via skip trace, with the opt out and objection deadline to remain the same. If the notice is returned 30 days after the initial mailing, no remailing will be required. Only one remailing shall be required and none shall be required if the USPS provides no forwarding address and skip tracing does not turn up an address. The Class administrator shall handle all mailing and remailing and all skip tracing. Any amounts left in the class fund due to failure to deliver notice despite the above notice plan will revert to the cy pres fund.

5. Submission of Exclusion Requests or Objections. Representative Plaintiffs will request that the Preliminary Approval Order direct that Settlement Class Members be allowed 60 days after the date established by the Court for the Settlement Administrator to provide Class Notice as set forth in Paragraph III(2) above to request exclusion from the Settlement Class or to submit objections to the proposed Settlement. The Class Notice described in Paragraph III(2) above shall direct that exclusion requests, if any, be sent to the Settlement Administrator, which will provide periodic updates on exclusion requests to Defendant BMI's counsel and Class Counsel. The Class Notice described in Paragraph III(2) above shall direct that objections, if any, be sent to Class Counsel, who shall file copies with the Court. Any re-sending of Class Notice shall not extend the time for a Settlement Class Member to request exclusion or submit objections.

6. Entry of Final Judgment. Representative Plaintiffs will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claim Payments be paid to Eligible Class Members, and the Representative Plaintiff Service Award, be paid in the amounts approved by the Court, approving the form and manner of Class Notice provided, ordering that any remainder left in the Settlement Fund be distributed to the cy pres recipient with no reversion to Defendants, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

IV. ADMINISTRATION AND DISTRIBUTION OF PAYMENTS

1. Responsibility for Distributions. The Settlement Administrator will be responsible for making all distributions required under this Agreement. The Settlement Administrator will have authority to make all decisions reasonably necessary for the orderly implementation and administration of this Agreement and the distribution of all payments prescribed in this Agreement. The Settlement Administrator shall have no liability for any Settlement Administration decision made in good faith and not inconsistent with the express terms of this Agreement.

2. Distribution of Representative Plaintiff Service Award. No later than 14 days after the date of Final Approval, the Settlement Administrator shall distribute the Representative Plaintiff Service Award, in amounts approved by the Court by a check or wire transfer as directed by Class Counsel.

3. Eligibility for Distribution. To be eligible for distribution pursuant to this Agreement, Settlement Class Members are not required to do anything other than not exclude themselves.

4. Notification to Class Counsel. No later than 30 days after Final Approval, the Settlement Administrator shall provide Defendant BMI, its undersigned counsel, and Class Counsel with (i) the names and addresses of Eligible Class Members and the Payment payable to each Eligible Class Members, and (ii) the names and addresses of Eligible Class Members who excluded themselves. The Settlement Administrator may provide this information in such form or media as Defendant BMI and Class Counsel reasonably agree, subject to approval by the Settlement Administrator.

5. Manner of Distribution. The Settlement Administrator shall make the payments required to Eligible Class Members by check on or before the Distribution Date. The Settlement Administrator shall not have any obligation to re-mail any check returned after a payment in accordance with this Paragraph. Checks issued pursuant to this Paragraph shall remain valid for 60 days after issuance, and shall recite that limitation on the face of the check. The value of any Payments remaining uncashed after 60 days will be paid to the Court approved cy pres recipient.

6. Notification to Eligible Claimants. At the time of payment by check, Eligible Class Members will be notified that the check represents their payment under this Agreement. The determination of the payment amount is final and not subject to challenge by the Eligible Class Member to whom the check is sent.

7. Distribution to Heirs of Deceased Eligible Class Members. If an Eligible Class Member is deceased, payment of the amount due to that Eligible Class Member shall be made to any heir, or, if multiple heirs, to each heir, or to the Estate of the deceased Eligible Class Member, upon acceptable proof of eligibility. Acceptable proof of eligibility may include providing a copy of the Death Certificate, along with either court documents that establish the Estate or decide the heirs, or if no such documents exist and no Estate was

established, or the Estate proceedings have been completed, an affidavit that states the identities of the heirs and the respective percentage due to each heir.

V. RELEASES

1. Sole and Exclusive Remedy. This settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Eligible Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

2. Class Release to Defendant BMI. Effective upon Final Approval, the Representative Plaintiff, for himself and as representatives of the Settlement Class, and on behalf of each Settlement Class Member who did not exclude himself or herself from the Action, and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through the Representative Plaintiff or the Eligible Class Members in any manner, shall have fully, finally, and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

3. Effect of Releases. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval, the Representative Plaintiff and eligible Class Members, for themselves and on behalf of their respective parents, affiliates, directors, officers, employees, owners, shareholders, members, partners, agents, successors, heirs, assigns, and any other person who can claim by or through each or any of them, shall expressly waive, and each Eligible Class Member and each Eligible Class Members' respective agents, successors, heirs, assigns, and any other person who can claim by or through each or any of them, in any manner, shall be deemed to have waived, and by operation of the judgment of the Court, shall have expressly waived, any and all claims, rights, or benefits they may have under and any federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of this Agreement.

VI. MISCELLANEOUS PROVISIONS

1. Settlement Purpose of Agreement. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of Defendant BMI, Representative Plaintiff, or Settlement Class Members of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form substantially agreed to by the Parties, decline to enter the Settlement Order and Final Judgment or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and

Final Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. If this Agreement terminates or is nullified, the provisional class certification shall be vacated by its terms, and the Action shall revert to the status that existed before the initial date of settlement between the Parties. Upon nullification of this Agreement, Representative Plaintiff shall be free to pursue any claims available to him, and Defendants shall be free to assert any defenses available to them. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims or defenses. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including via mediation.

2. Cooperation. The Parties and their counsel will cooperate fully in the process of seeking settlement approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give Released Parties full and final peace from further prosecution of the Released Claims, and to give the Settlement Class Members the benefits they enjoy under this Agreement.

3. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of New Mexico, without regard to its rules regarding conflict of laws.

4. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement that may adversely affect Settlement Class Members' substantive rights must be in writing and signed by Representative Plaintiff and Defendant BMI; any other modification of the Agreement must be in writing and signed by Class Counsel and BMI's undersigned counsel.

5. Construction of Agreement. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

Susie Trujillo, P.

7. **Waiver.** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

8. **Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon the last date of its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be fax or PDF/electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

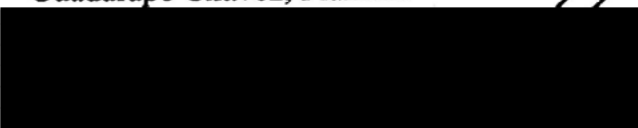
9. **Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement, subject to the dispute resolution mechanism set forth in Paragraph VI(2).

10. **Authority.** Each individual signing this Agreement represents and warrants that he or she has the authority to sign on behalf of the Party for which that individual signs.

11. **Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Settlement Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

12. **Calculation of Time.** All time listed in this Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

SIGNED:


Guadalupe Chavez, Plaintiff3/15/2025
Date
Lorenza Romero, Plaintiff3-15-2025
Date
Alice Sanchez, Plaintiff03-15-2025
Date



Susie Trujillo, Plaintiff

3-15-25
Date


Petra Velarde, Plaintiff

3-15-25
Date

Counsel for Plaintiffs:



Maria Griego
Sovereign Hager
NEW MEXICO CENTER ON LAW & POVERTY
Natalie N. Maxwell
Marcos Segura
NATIONAL HOUSING LAW PROJECT

3-15-2025
Date


Defendant Bosley Management, Inc.

3/17/2025
Date

Counsel for Defendant:


Rick Cravens,
PRIEST & MILLER

3/24/25
Date

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Addendum modifies the following three paragraphs of the Settlement Agreement and Release of Claims ("*Agreement*"), in the following sections as follows:

II. GENERAL TERMS OF SETTLEMENT

1. Replacing Paragraph 2.a. with the following:
 - a. Payments to class member household broken down as follows:
 - i. \$2,500 per unit for 46 households.
 - ii. An additional \$1,000 for households that include class members that no longer live in the complex as of January 1, 2024.
2. Replacing the second sentence of Paragraph 4, with the following:

The Parties will engage ALCS, a third-party administrator (or another third-party settlement administrator mutually agreed on by the Parties), to provide Settlement Administration, including but not limited to making the payments to Settlement Class Members, and payment of costs of Settlement Administration and Class Notice, plus any other distributions required under this Agreement.
3. Striking Paragraph 5, "Representative Plaintiff Service Award."
4. Amending Paragraph 6, "No Reversion to Defendants" as follows:

No Reversion to Defendants. Any remainder left in the Settlement Fund after all other distributions have been made will be redistributed to class members who have already received a portion of the settlement with no reversion to Defendants.
5. Striking Paragraph 7, "Cy Pres."

III. SETTLEMENT APPROVAL AND CLASS NOTICE

6. Replacing the final sentence of Paragraph 4, "Returned Mail" with the following:

Any amounts left in the class fund due to failure to deliver notice despite the above notice plan will be redistributed to class members who receive a portion of the settlement.
7. Replacing Paragraph 6, "Entry of Final Judgment" with the following:

Entry of Final Judgment. Representative Plaintiffs will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claim Payments be paid to Eligible Class Members in the amounts approved by the Court, approving the form and manner of Class Notice provided, ordering that any remainder left in the Settlement Fund be

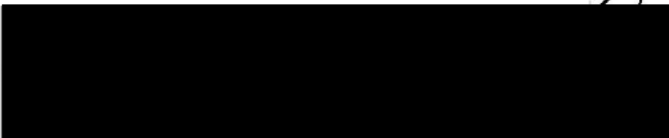
Notice provided, ordering that any remainder left in the Settlement Fund be redistributed to class members who receive a portion of the settlement with no reversion to Defendants, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

IV. ADMINISTRATION AND DISTRIBUTION OF PAYMENTS


8. Striking Paragraph 2, "Distribution of Representative Plaintiff Service Award."

9. Replacing the final sentence of Paragraph 5, "Manner of Distribution" with the following:

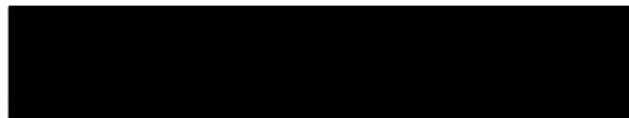
The value of any Payments remaining uncashed after 60 days will be redistributed to class members who have already received a portion of the settlement.


Guadalupe Chavez, Plaintiff

4/6/25
Date


Lorenza Romero, Plaintiff

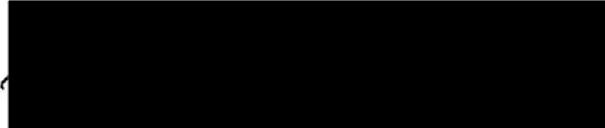
4-6-2025
Date


Alice Sanchez, Plaintiff


4-7-2025
Date


Susie Trujillo, Plaintiff

4-6-2025
Date


Petra Velarde, Plaintiff

4-6-2025
Date


Maria Griego

4/7/2025
Date

Sovereign Hager
NEW MEXICO CENTER ON LAW & POVERTY
Natalie N. Maxwell
Marcos Segura
NATIONAL HOUSING LAW PROJECT

[REDACTED]

Defendant Bosley Management, Inc.

4/07/25
Date

[REDACTED]

Rick Cravens,
PRIEST & MILLER

4/7/25
Date