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14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 OAKLAND DIVISION

17 JAVANNI MUNGUIA-BROWN, ANGELINA
MAGAÑA, NORMA RODRIGUEZ, DAVID
18 BONFANTI, and SHANNAH SMITH individually
and on behalf of others similarly situated,

19 Plaintiffs,
20 vs.

21 EQUITY RESIDENTIAL, a real estate investment
trust, ERP OPERATING LIMITED
22 PARTNERSHIP, a partnership, EQUITY
RESIDENTIAL MANAGEMENT, L.L.C., EQR-
23 WOODLAND PARK A LIMITED
PARTNERSHIP, and EQR-WOODLAND PARK
24 B LIMITED PARTNERSHIP,

25 Defendants.

CLASS ACTION

Case No.: 4:16-cv-01225-JSW-TSH

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR CLASS REPRESENTATIVE
SERVICE AWARDS; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: June 26, 2026
Time: 9:00 a.m.
Dept: Courtroom 5
Before: Hon. Jeffrey S. White

Trial Date: June 8, 2023

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NOTICE OF MOTION

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT, on June 26, 2026 at 9:00 a.m., or as soon thereafter as the Court is available, Plaintiffs Javanni Munguia-Brown, Angelina Magaña, Norma Rodriguez, David Bonfanti, and Shannah Smith will and hereby do move the Court for an order awarding \$25,000 to each of the five Plaintiffs (totaling \$125,000) for their efforts and contributions on behalf of the Classes. The hearing of this motion will take place by Zoom video conference before the Honorable Jeffrey S. White of the United States District Court for the Northern District of California, whose Courtroom is located at 1301 Clay Street, Second Floor, Oakland, California. This motion is based on this Notice; the accompanying Memorandum of Points and Authorities; the Declarations of Javanni Brown (“Brown Decl.”),¹ Angelina Magaña (“Magaña Decl.”), Norma Rodriguez Garcia (“Rodriguez Decl.”), David Bonfanti (“Bonfanti Decl.”), and Shannah Smith (“Smith Decl.”), filed herewith; the Declaration of Linda M. Dardarian in Support of Plaintiffs’ Motion for Reasonable Attorneys’ Fees, Costs, and Expenses and for Class Representative Service Awards (“Dardarian Fee Decl.”), filed on March 12, 2026, ECF No. 591-1; fthe Declaration of Linda M. Dardarian in Supp. of Pls.’ Mot. Prelim. Approval (“Dardarian Prelim Decl.”), filed on December 31, 2025, ECF No. 587-1; all papers and pleadings from this case on file with the Court; any further evidence or argument offered to the Court at the hearing on this motion; and any other matters that the Court may consider.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Javanni Munguia-Brown, Angelina Magaña, Norma Rodriguez, David Bonfanti, and Shannah Smith initiated and litigated this class action against their landlord, despite a very real risk of retaliation and a relatively small personal stake in the outcome because they wanted to stand up for their fellow tenants and protect them from being charged unlawful late fees. Their time and efforts as Class Representatives in this long-running litigation over more than a decade made possible a

¹ Since this suit was filed, Plaintiff Javanni Munguia-Brown has changed her last name and goes by Brown. Brown Decl. ¶ 2. Plaintiffs refer to her in this motion by the name that appears on the case caption.

1 settlement that will directly benefit approximately 200,000 tenants, reimbursing them 87% of the value
2 of the unlawful late fees they paid to Equity, reduced only by Equity's actual costs of collecting late
3 rent, or crediting their tenant accounts for late fees that were charged but not yet paid, minus Equity's
4 average cost of collecting late rent. In addition, by persevering through trial and post-trial briefing, the
5 Plaintiffs won a landmark ruling invalidating Equity's Standard Late Fee. Because of this ruling,
6 Equity halted its use of the Standard Late Fee, saving Equity tenants in California millions of dollars in
7 unlawful excess late fee charges. In total, Plaintiffs have won over \$58.40 million worth of relief on
8 behalf of Class Members.

9 This outstanding result came at a significant cost for each of the Class Representatives, in terms
10 of the substantial time they devoted to this case over the past nearly twelve years, the burden of
11 shouldering that responsibility for an extraordinary amount of time, and the humiliation, harassment,
12 embarrassment, and risk of retaliation that they faced by coming forward on behalf of themselves and
13 all other Equity tenants in California to do battle with their landlord. In recognition of the significant
14 benefits they secured on behalf of the classes, the costs to themselves, the long duration of the
15 litigation, and the important public policy that this case furthered, Plaintiffs each seek a \$25,000
16 service award (totaling \$125,000). Equity does not oppose these awards. The service awards should
17 be granted.

18 **II. RELEVANT BACKGROUND**

19 In 2013, Plaintiffs Munguia-Brown, Norma Rodriguez, and Angelina Magaña began working
20 with Class Counsel to investigate Equity's excessive late fee charges. All three lived in Equity's
21 Woodland Park property in East Palo Alto, which Equity acquired on December 1, 2011, and they
22 continued to live at Woodland Park after Equity sold the property in February 2016. During the period
23 when Equity owned Woodland Park, each of these Plaintiffs was charged and paid late fees of at least
24 \$50. Brown Decl. ¶¶ 4-6; Rodriguez Decl. ¶¶ 4-6; Magaña Decl. ¶¶ 4-6.

25 Plaintiffs filed their complaint on September 3, 2014, bringing this action on behalf of
26 themselves and all other California tenants who were charged late fees by Equity. *See* ECF No. 546 at
27 Findings of Fact ("FOF") No. 15-23. In February 2017, after Equity sold the Woodland Park Property,
28 Plaintiffs amended their complaint to add Plaintiff David Bonfanti because he lived in a property

1 Equity continued to own, and therefore had standing to assert claims for injunctive relief. *See* ECF No.
2 45 (Second Am. Compl.). Plaintiff Bonfanti lived in Equity's Bella Vista property in Woodland Hills,
3 California, between October 2014 and July 2017, and had been charged Equity's Standard Late Fee of
4 5% of his outstanding balance (minimum \$50) numerous times. Bonfanti Decl. ¶¶ 3-6. Plaintiff
5 Bonfanti moved out of his Equity-owned building in 2017, so Plaintiff Shannah Smith later came
6 forward to serve as a Named Plaintiff and Class Representative with standing to pursue injunctive
7 relief and was added to the third amended complaint on November 16, 2021. Plaintiff Smith had lived
8 in Rive Terra II, an Equity property in Redwood City, California for over fifteen years when she
9 became a Named Plaintiff, and she continues to live there. Bonfanti Decl. ¶ 3; Smith Decl. ¶¶ 2, 8.

10 The Court has appointed all five Named Plaintiffs to serve as Class Representatives. ECF No.
11 91 at 11; ECF No. 315 at 4-5. All of the Class Representatives took their responsibilities to the classes
12 extremely seriously, dedicated substantial time throughout the course of this lengthy litigation, and
13 took on significant risks and burdens in order to obtain an excellent result. Brown Decl. ¶¶ 11-32.
14 Bonfanti Decl. ¶¶ 10-31; Magaña Decl. ¶¶ 10-30; Rodriguez Decl. ¶¶ 10-29; Smith Decl. ¶¶ 10-26.

15 The Class Representatives were actively involved in investigation and discovery, which was
16 vital to filing the complaints, supporting class certification, and building a case against Equity. They
17 all provided information and documentation regarding their leases, late fees, and experiences with
18 Equity. Aside from Plaintiff Smith, to whom Equity did not issue discovery requests, each of the other
19 Named Plaintiffs also responded to interrogatories, requests for production of documents, and requests
20 for admissions. Brown Decl. ¶¶ 13, 21; Magaña Decl. ¶¶ 13, 23; Rodriguez Decl. ¶¶ 13, 22; Bonfanti
21 Decl. ¶¶ 12, 21.

22 In 2017, Plaintiffs Munguia-Brown, Rodriguez, Magaña, and Bonfanti worked with Counsel to
23 draft and revise declarations in support of class certification, recounting their experiences with
24 Equity's late fees and describing their willingness to put the Classes' interests before their own.
25 Brown Decl. ¶ 15; Rodriguez Decl. ¶ 14; Magaña Decl. ¶ 14; Bonfanti Decl. ¶ 13. These declarations
26 were essential to securing certification of the two classes of Equity tenants in California. *See* ECF No.
27 91.

1 Prior to class certification, Plaintiffs Munguia-Brown, Magaña, Rodriguez, and Bonfanti all
2 spent many hours preparing to be deposed by Equity's counsel. Brown Decl. ¶ 16; Magaña Decl. ¶ 15;
3 Rodriguez Decl. ¶ 15; Bonfanti Decl. ¶ 14. The depositions, which took place in August 2017, each
4 took nearly the whole day and were draining and challenging experiences. Ms. Magaña and Ms.
5 Rodriguez speak Spanish as their primary language, and Equity's counsel questioned them using an
6 interpreter, which prolonged the depositions, required additional mental effort, and even led to
7 misunderstandings that Equity's attorney seized on to harass Ms. Magaña. All four Class
8 Representatives were subject to difficult, invasive, and repetitive questioning. Equity's counsel asked
9 about their personal financial circumstances, including financial struggles, and their job histories and
10 sources of income. The Class Representatives were questioned on their spending habits in detail, with
11 Equity's counsel asking them about car payments, credit card bills, daycare costs, and library fees for
12 late books. Equity's counsel also asked the Class Representatives about their personal relationships,
13 living situations, other lawsuits and evictions. Counsel for Equity tried to intimidate the Class
14 Representatives by asking them repeatedly about legal terminology to imply, incorrectly, that they did
15 not understand the lawsuit. He also intimated that they could be required to pay for Equity's costs if
16 Equity won the lawsuit and asked if they had saved enough money in event that Plaintiffs lost. Brown
17 Decl. ¶¶ 17-19; Rodriguez Decl. ¶¶ 16-19; Magaña Decl. ¶¶ 16-20; Bonfanti Decl. ¶¶ 15-17.

18 In spite of Equity's efforts to intimidate or make the Named Plaintiffs feel inadequate, they
19 successfully withstood the scrutiny of the depositions and maintained their commitment to the classes.
20 The Court granted class certification and appointed Munguia-Brown, Rodriguez, Magaña, and
21 Bonfanti as Class Representatives on October 23, 2017. ECF No. 91 at 11.

22 In 2020, Shannah Smith joined the lawsuit in order to ensure that tenants could pursue
23 injunctive relief against Equity. Smith Decl. ¶ 8. Like the other Plaintiffs, Ms. Smith provided
24 information about her lease and her late fee charges. Though the Court did not permit Plaintiff Smith
25 to be formally added to the case until discovery had closed, Plaintiff Smith nonetheless provided all of
26 the information Equity had sought from the other plaintiffs via a declaration, made herself available for
27 deposition knowing how grueling they had been for the other Plaintiffs, and produced all relevant
28 documents in her possession. Smith Decl. ¶¶ 9, 12-13. Ms. Smith had only ever paid one late fee, so

1 her potential individual recovery in this case was particularly low, but she was willing to step in to
2 represent tenants and help make changes to Equity’s policies. *Id.* ¶¶ 7-8. Ms. Smith worked with
3 counsel to draft and revise a declaration in support of certifying an injunctive relief class, which she
4 filed on October 20, 2020. Smith Decl. ¶ 13. The Court appointed Ms. Smith as a Class
5 Representative on October 25, 2021. ECF No. 315 at 4-5.

6 In 2020, Equity filed a motion for summary judgment seeking to dismiss Plaintiff Bonfanti
7 from the case by contending that he had “voluntarily paid” the late fees in spite of believing they were
8 unlawful. ECF No. 195. Equity planned to apply this “voluntary payment” defense broadly, using this
9 summary judgment motion as a gateway to say that the Court must decertify the Classes. *See* ECF No.
10 522 ¶¶ 454-467 (“voluntary payment” defense raised in Equity’s post-trial proposed findings of fact
11 and conclusions of law in support of argument that the Court should decertify the Classes). Although
12 it was intimidating for Mr. Bonfanti to be singled out among the Named Plaintiffs and to have his
13 deposition testimony recast to support one of Equity’s defenses, Plaintiff Bonfanti assisted in
14 successfully defeating this motion by working with Class Counsel to draft and finalize a detailed
15 declaration opposing summary judgment. Bonfanti Decl. ¶¶ 22-23; ECF No. 219-2 (Bonfanti Decl. in
16 Opp’n to Equity’s Mot. for Summ. J.), ECF No. 315 (Order denying Equity’s motion for summary
17 judgment).

18 All of the Class Representatives were critical to preparing for trial. The date for the bench trial
19 was moved several times, which required them to keep their schedules clear and take on the mental
20 strain of trial for multiple blocks of time. All of the Class Representatives were listed on the Parties’
21 witness lists for trial, and they each spent significant time preparing to testify. ECF No. 415 (Joint
22 [Proposed] Final Pretrial Order) at 82, 98, 101-103; ECF No. 454 ([Proposed] Joint Updated Final
23 Pretrial Order) at 89, 103, 105-106, Brown Decl. ¶¶ 22-23; Magaña Decl. ¶¶ 24-25; Rodriguez Decl. ¶¶
24 23-24; Bonfanti Decl. ¶¶ 24-25; Smith Decl. ¶¶ 19-20.

25 Ms. Smith was the first witness at trial, where she testified in the Plaintiffs’ case in chief, and
26 was then cross-examined by Equity’s counsel regarding the circumstances of her late rent payment, the
27 three-day notices to pay or quit she received, and her knowledge of the costs to Equity to collect late
28 rent. Ms. Smith was tasked with setting up the Plaintiffs’ case by explaining her experience with

1 Equity charging her the Standard Late Fee. In doing so, she was bravely testifying in open court
2 against her current landlord. Smith Decl. ¶¶ 21-22.

3 Equity called Mr. Bonfanti and Ms. Munguia-Brown to testify during their case, in order to try
4 to elicit testimony that would support Equity's defenses. Bonfanti Decl. ¶¶ 26-28; Brown Decl. ¶ 24.
5 In an attempt to embarrass them for making late rent payments, Counsel for Equity questioned Mr.
6 Bonfanti about his personal spending habits and bills, including questions about the make and models
7 of his cars (Dardarian Fee Decl. Ex. 9, Trial Tr. vol. 2, 345:8-347:9), and asked argumentative
8 questions to Ms. Munguia-Brown regarding her late rent payments. Dardarian Fee Decl. Ex. 9, Trial
9 Tr. vol. 5, 830:2-12; Bonfanti Decl. ¶¶ 26-27; Brown Decl. ¶ 24. In order to support Equity's
10 voluntary payment defense, Equity's counsel yet again subjected Mr. Bonfanti to intimidating
11 questioning about why he continued to pay late fees. *See* Dardarian Fee Decl. Ex. 9 Trial. Tr. vol. 2,
12 341:24-342:2 ("Q: You paid the late fees knowing that you believed they were unlawful, correct? A: I
13 paid the late fees because I was afraid that I would be evicted if I didn't."). After trial, the Court ruled
14 that Equity's voluntary payment defense was not persuasive. ECF No. 546, COL No. 63. The Class
15 Representatives' willingness to testify on behalf of the classes was crucial to Plaintiffs' success at trial,
16 leading to the Court's findings of facts and conclusions of law resolving nearly every question in
17 Plaintiffs' favor. *See* ECF No. 546.

18 Although Ms. Magaña and Ms. Rodriguez did not testify, they spent hours preparing because
19 Equity insisted that they would be called to testify at trial. Magaña Decl. ¶¶ 24-25; Rodriguez Decl. ¶¶
20 23-24. Like the Class Representatives who were called to testify, they also had to secure the time off
21 work and arrange childcare to be ready for when Equity would call them as a witness in their case with
22 very short notice. Magaña Decl. ¶ 25; Rodriguez Decl. ¶ 24. Equity only informed Plaintiffs that Ms.
23 Magaña and Ms. Rodriguez would not be called shortly before they were expected to testify, while trial
24 was underway.

25 The Plaintiffs' testimony was essential to securing Plaintiffs' victory. After post-trial briefing,
26 the Court ruled that Equity's late fees were unlawful and instructed the Parties to calculate restitution
27 owed to the Class and ordered the Plaintiffs to prepare a proposed final judgment. *See* ECF No. 546,
28 Conclusion of Law ("COL") Nos. 18, 25; ECF No. 547. Soon after the Court issued its declaratory

1 ruling invalidating Equity's Standard Late Fee, Equity ceased charging this fee and started crediting
2 accounts for tenants who had been assessed the fee but not yet paid it. Dardarian Prelim Decl. ¶ 55.
3 Plaintiff Smith, who still resided in an Equity property, continued to help provide counsel with
4 information regarding whether Equity had ceased its fee or changed its leases and the nature of
5 Equity's communications with current class member tenants. Smith Decl. ¶ 15.

6 The Parties reached this settlement on November 14, 2025, just prior to Plaintiffs' deadline to
7 submit a proposed final judgment. Dardarian Prelim. Decl. ¶ 33. The Class Representatives played an
8 important role in the settlement process. The Parties engaged in five mediation sessions prior to
9 reaching their settlement without the assistance of a mediator. *Id.* ¶ 93. The Class Representatives all
10 made themselves available during the mediations to evaluate any proposed settlement offers. They
11 reviewed the final settlement offer and the full settlement agreement, and evaluated the benefits and
12 risks associated with settlement, prior to accepting the settlement on the Class's behalf.² Brown Decl.
13 ¶¶ 28-29; Magaña Decl. ¶ 28; Rodriguez Decl. ¶ 27; Bonfanti Decl. ¶ 30; Smith Decl. ¶ 25.

14 Throughout the long duration of this litigation, the Class Representatives have been active
15 participants, kept in contact with Class Counsel, communicated with other class members, asked
16 questions about the litigation, and diligently pursued the rights of the classes. Their work on this
17 litigation required them to take time and attention away from their work, family, and other
18 responsibilities. Moreover, they continued to be steadfast in their support of this case despite the stress
19 they carried from being the face and backbone of this litigation for up to twelve years.

20 In addition to putting in many years of work to support this case, the Class Representatives
21 each took a personal risk by putting their names on a lawsuit involving hundreds of thousands of
22 tenants and a large corporate landlord. All of the Class Representatives came forward while they and
23 their families resided at Equity properties, placing them at risk of retaliation by Equity or its property-
24 level staff. *See* Brown Decl. ¶ 10; Magaña Decl. ¶ 10; Rodriguez Decl. ¶ 10; Bonfanti Decl. ¶ 9; Smith
25 Decl. ¶ 8; *see generally Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009); *Staton v.*
26 *Boeing Corp.*, 327 F.3d 938, 977 (9th Cir. 2003). In fact, the Class Representatives all had received

27 _____
28 ² Plaintiffs described the settlement in detail in their motion for preliminary approval. ECF No. 587.

1 three-day notices to pay or quit and several went through eviction proceedings with Equity prior to
 2 joining the lawsuit, situations which caused great stress to them because they were worried about
 3 losing their homes and being forced to find another home for their family under duress. *See* Brown
 4 Decl. ¶ 7; Magaña Decl. ¶¶ 6-7; Rodriguez Decl. ¶¶ 7, 10; Bonfanti Decl. ¶ 6; Smith Decl. ¶ 6. Yet
 5 they were still willing to represent the classes and publicly stand up to their landlord knowing that they
 6 could be subjecting themselves to scrutiny and possible retaliation. Indeed, after Ms. Smith testified at
 7 trial, Equity began raising issues with Ms. Smith that had never been raised in the over fifteen years
 8 she lived in her apartment. *See* Smith Decl. ¶¶ 16-18.

9 In sum, the Class Representatives have dedicated an extraordinary amount of time and effort to
 10 this case, and taken on the burden of having a large case involving hundreds of thousands of tenants
 11 pending for over a decade. They also took on substantial risks by challenging their landlord, especially
 12 in light of California’s housing shortage. Their contributions and risks go well beyond those of typical
 13 named plaintiffs in class actions.

14 III. ARGUMENT

15 The Ninth Circuit has “repeatedly held that reasonable incentive awards to class representatives
 16 are permitted.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 785-87 (9th Cir. 2022)
 17 (quotation marks and citation omitted). Indeed, service awards are “fairly typical in class action
 18 cases.” *Rodriguez*, 563 F.3d at 958; *accord Radcliffe v. Experian Info. Sols., Inc.*, 715 F.3d 1157, 1163
 19 (9th Cir. 2013) (noting their function as “payments to class representatives for their service to the class
 20 in bringing the lawsuit”); *Staton*, 327 F.3d at 977 (“named plaintiffs ... are eligible for reasonable
 21 incentive payments”).³ The purpose of such awards is “to compensate class representatives for work
 22 done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the
 23 action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez*,
 24 563 F.3d at 958-59; *see also Staton*, 327 F.3d at 977. In evaluating requests for service awards, courts

25
 26
 27 ³ California law also permits service awards to reasonably compensate plaintiffs for undertaking and
 28 fulfilling a fiduciary duty to represent the absent class members. *See In Re Cellphone Term. Fee
 Cases*, 186 Cal. App. 4th 1380, 1393-94 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715,
 725-26 (2004).

1 consider the following factors: (1) the amount of time and effort spent by the class representatives on
2 the litigation; (2) the degree to which the class representatives' efforts benefitted the class; (3) the
3 personal difficulties encountered by the class representatives; (4) the duration of the litigation; (5) the
4 risk to the class representatives in commencing suit, whether financial, reputational, or otherwise; and
5 (6) whether the litigation has promoted important public policy. *Rodriguez*, 563 F.3d at 958-59;
6 *Staton*, 327 F.3d at 977. The decision to approve such an award is a matter within the Court's
7 discretion. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000).

8 In this district, service awards for \$5,000 are "presumptively reasonable," (*see Salamanca v.*
9 *Sprint/United Mgmt. Co.*, No. 4:15-cv-05084-JSW, 2018 WL 1989568, at *4 (N.D. Cal. Mar. 9,
10 2018)), and courts routinely award higher amounts where, as here, the litigation is impactful,
11 prolonged, and difficult and where the service award represents a small percentage of the total
12 recovery for the class. *See Wren v. RGIS Inventory Specialists*, No. 3:06-cv-05778-JCS, 2011 WL
13 1230826, at *32 (N.D. Cal. Apr. 1, 2011), *supplemented*, No. 3:06-cv-05778-JCS, 2011 WL 1838562
14 (N.D. Cal. May 13, 2011) (higher award may be appropriate where class representatives expend
15 significant time and effort on the litigation and face the risk of retaliation or other personal risks; where
16 the class overall has greatly benefitted from the class representatives' efforts; and where the incentive
17 awards represent an insignificant percentage of the overall recovery); *In re Xyrem (Sodium Oxybate)*
18 *Antitrust Litig.*, No. 3:20-md-02966-RS, 2025 WL 3006647, at *4 (N.D. Cal. Oct. 27, 2025)(\$40,000
19 for each of the four class representatives who were preparing to testify at trial); *Montera v. Premier*
20 *Nutrition Corp.*, No. 3:16-cv-06980-RS, 2022 WL 10719057, at *5 (N.D. Cal. Oct. 18, 2022), *aff'd*,
21 111 F.4th 1018 (9th Cir. 2024) (\$25,000 awarded to class representative); *In re Wells Fargo & Co.*
22 *S'holder Derivative Litig.*, 445 F. Supp. 3d 508, 534 (N.D. Cal. 2020), *aff'd*, 845 F. App'x 563 (9th Cir.
23 2021) (\$25,000 awarded to each of the two named plaintiffs who closely participated in each aspect of
24 th[e] case"); *Rabin v. PricewaterhouseCoopers LLP*, No. 4:16-cv-02276-JST, 2021 WL 837626, at
25 *10 (N.D. Cal. Feb. 4, 2021) (\$20,000 each to two named plaintiffs); *Carter v. XPO Logistics, Inc.*,
26 No. 3:16-cv-01231-WHO, 2019 WL 5295125, at *4 (N.D. Cal. Oct. 18, 2019) (\$20,000 to five class
27 representatives); *In re High-Tech Emp. Antitrust Litig.*, No. 5:11-cv-02509-LHK, 2015 WL 5158730,
28 at *17 (N.D. Cal. Sept. 2, 2015) (awards ranging from \$80,000 to \$120,000 each granted to five class

1 representatives); *In re Nat'l Collegiate Athletic Ass'n Athletic Grant-in-Aid Cap Antitrust Litig.*, No.
 2 4:14-md-2541-CW, 2017 WL 6040065, at *11 (N.D. Cal. Dec. 6, 2017), *aff'd*, 768 F. App'x 651 (9th
 3 Cir. 2019) (\$20,000 each to four class representatives); *Vedachalam v. Tata Consultancy Servs., Ltd.*,
 4 No. 4:06-cv-00963-CW, 2013 WL 3929129, at *2 (N.D. Cal. July 18, 2013) (\$35,000 and \$25,000
 5 awarded to named plaintiffs); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. 4:08-cv-01365-CW, 2010
 6 WL 1687832, at *17 (N.D. Cal. Apr. 22, 2010) (\$20,000 to named plaintiff); *Glass v. UBS Fin. Servs.,*
 7 *Inc.*, No. 3:08-cv-04068-MMC, 2007 WL 221862, at *17 (N.D. Cal. Jan. 26, 2007), *aff'd*, 331 F.
 8 App'x 452 (9th Cir. 2009) (\$25,000 each to four named plaintiffs for risks undertaken and
 9 contributions to informal discovery).

10 **A. The Class Representatives' Actions Have Resulted in Outstanding Benefits for the**
 11 **Classes and Promoted an Important Public Policy.**

12 The Classes will receive excellent benefits due to the Class Representatives' willingness to
 13 devote more than a decade to this litigation despite the burdens and anxiety it caused them. Nearly
 14 200,000 class members will receive restitution payments, totaling \$22,707,238, or credits, totaling
 15 approximately \$2,939,639.52. Separate from these amounts, Equity will pay \$17,227,761.62 for
 16 attorneys' fees, costs, and expenses, and up to \$300,000 to administer the settlement. The Plaintiffs'
 17 efforts also will have a continuing and lasting impact on all of Equity's California tenants by securing
 18 declaratory relief invalidating Equity's Standard Late Fee in April 2024. As a direct result, Equity
 19 ceased charging its Late Fee, which represents a savings to Class Members of approximately \$6.6
 20 million to date, plus at least an additional \$8.5 million of value going forward. Dardarian Fee Decl.
 21 ¶115. In total, the value won for the Classes represents over \$58.40 million. *Id.* ¶ 4. Courts have
 22 granted similar service awards where, as here, named plaintiffs have secured similarly large benefits
 23 for the class. *See, e.g., Vedachalam*, 2013 WL 3929129, at * 2 (\$25,000 to \$35,000 awarded where
 24 benefit to class was worth \$29.75 million), *Carter*, 2019 WL 5295125, at *4 (\$20,000 for five named
 25 plaintiffs in settlement worth \$16,500,000).

26 Plaintiffs' request for a total of \$125,000 for the Class Representatives represents only 0.2% of
 27 this total value, which further supports granting the Service Awards. *See, e.g., Rabin*, 2021 WL
 28 837626, at *10 (\$40,000 in service awards reasonable in part because it was only 0.34% of the gross

1 settlement fund); *Carter*, 2019 WL 5295125, at *4 (considering the fact that the requested service
2 awards totaled 0.6% of 16.5 million dollar settlement and granting motion for service awards); *In re*
3 *Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947-48 (9th Cir. 2015) (finding incentive awards
4 which made up “a mere .17% of the total settlement fund of \$27,250,000” reasonable). Significantly,
5 the awards sought here are not coming out of the funds designated for class member payments.

6 Class Representatives have also undoubtedly promoted an important public interest in
7 undertaking this difficult and lengthy litigation to enforce tenant and consumer rights. *See Beasley v.*
8 *Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1418 (1991), *disapproved on other grounds in Olson v.*
9 *Auto. Club of S. Cal.*, 42 Cal. 4th 1142 (2008) (finding lawsuits under Cal. Civ. Code § 1671(d) to be
10 “vital to the public interest”); *Skinner v. Ken’s Foods, Inc.*, 53 Cal. App. 5th 938, 951 (2020) (“[T]he
11 enforcement of the California consumer protection laws [is] an important right affecting the public
12 interest.”) (citation and quotation marks omitted); *see generally Rodriguez*, 563 F.3d at 958-59;
13 *Staton*, 327 F.3d at 977. Because they were willing to stand up and represent tenants in this case, the
14 Class Representatives helped secure an important, and first-of-its-kind ruling invalidating a
15 percentage-based late fee (*see* ECF No. 546 COL No. 18), a result that has no doubt sent waves
16 through the industry, deterring other landlords from charging excessive late fees or setting late fees
17 without engaging in a reasonable endeavor to estimate fair average compensation for their actual late
18 rent costs. On this basis alone, the requested service awards are justified.

19 **B. Class Representatives Dedicated Substantial Amounts of Time and Effort on Behalf of**
20 **the Class During this Long-Running Lawsuit.**

21 All five Class Representatives took their roles as representatives of the class very seriously and
22 have spent significant amounts of time and effort litigating this class action through trial and post-trial
23 settlement. They have all submitted declarations detailing the hours spent and efforts made on behalf
24 of the class, which, because of the duration and complexity of this hard-fought litigation, was more
25 than the “typical” class representative. *See Carter*, 2019 WL 5295125, at *4 (awarding higher service
26 awards is appropriate where “the demands on the named plaintiffs and the time commitments required
27 were atypical and particularly significant”).

28 As described above, the Class Representatives contributed greatly to the litigation by assisting

1 with case investigation, reviewing pleadings and other case documents, working with Class Counsel
2 attorneys to prepare class certification and summary judgment declarations, responding to discovery
3 requests, preparing for and sitting through challenging and tiring day-long depositions, preparing for
4 trial testimony and testifying at trial, being available for multiple mediations, evaluating the settlement
5 offer and agreement, and communicating with Class Counsel and class members. The depositions,
6 which each lasted over five hours, and, in the case of Ms. Magaña and Ms. Rodriguez, required the use
7 of Spanish language interpreters, were particularly arduous, as counsel for Equity asked repetitive and
8 harassing questions, probed irrelevant questions about their personal lives, and attempted various
9 intimidation tactics. *See* Brown Decl. ¶¶ 17-18; Magaña Decl. ¶¶ 16-20; Rodriguez Decl. ¶¶ 16-19;
10 Bonfanti Decl. ¶¶ 15-18.

11 Service Awards of \$25,000 each are also reasonable in light of the fact that all five of the Class
12 Representatives worked with Class Counsel to prepare to testify, and Ms. Munguia-Brown, Mr.
13 Bonfanti, and Ms. Smith did testify at trial, which is not typical for class litigation. *See In re Xyrem*
14 *(Sodium Oxybate) Antitrust Litig.* 2025 WL 3006647, at *4 (awarding \$40,000 in service awards to
15 each of the class representatives who were prepared to testify at trial). This experience is necessarily
16 time-consuming and requires a high degree of effort from the Class Representatives to prepare to be
17 questioned under oath by Class Counsel and by counsel for their current or former landlord whom they
18 knew, from their depositions, would be aggressive if not outright hostile. Moreover, because the trial
19 date was postponed first from October 2022 to February 2023, then to June 2023, the Class
20 Representatives were required to stay mentally prepared and available for multiple periods of time.
21 Brown Decl. ¶¶ 22-24; Magaña Decl. ¶ 24; Rodriguez Decl. ¶ 23; Bonfanti Decl. ¶ 24; Smith Decl.
22 ¶ 19.

23 In addition, the long duration of this litigation weighs in favor of granting the requested relief.
24 All of the Class Representatives have participated in this litigation from six to over twelve years,
25 which is comparable to or greater than the duration of cases wherein Courts have granted similar or
26 larger service awards. *See, e.g., In re Wells Fargo & Co. S'holder Derivative Litig.*, 445 F. Supp. 3d at
27 534 (\$25,000 service awards for named plaintiffs after five years of litigation); *Vedachalam*, 2013 WL
28 3929129 (service awards of \$25,000-\$35,000 for named plaintiffs after less than ten years of

1 litigation). The Class Representatives continue to represent the classes, and, had a settlement not been
 2 reached, were prepared to maintain their duties to their classes knowing that the litigation could go on
 3 for many more years. Brown Decl. ¶¶ 3, 31-32; Magaña Decl. ¶¶ 2, 29-30; Rodriguez Decl. ¶¶ 4, 28-
 4 29; Bonfanti Decl. ¶¶ 2, 31; Smith Decl. ¶¶ 2, 26.

5 In total, the five class representatives each spent between 54 and 110 hours to help reach this
 6 excellent settlement and result for the class. This significant time commitment over the course of
 7 many years further supports granting the requested service awards. *In re Nat'l Collegiate Athletic*
 8 *Ass'n Athletic Grant-in-Aid Cap Antitrust Litig.*, 2017 WL 6040065, at *11.

9 **C. Class Representatives Experienced Personal Difficulties and Risks by Participating in**
 10 **the Litigation.**

11 The Class Representatives dedicated significant amount of time to successfully litigating this
 12 class action, in spite of the relatively low personal recovery that they could expect to and will receive.⁴
 13 The time spent working on this litigation, including preparing for and taking depositions, preparing for
 14 and testifying at trial required Class Representatives to take time away from work and other
 15 responsibilities, and arrange child care. See Brown Decl. ¶¶ 12-32; Magaña Decl. ¶¶ 12-31; Rodriguez
 16 Decl. ¶¶ 12-29; Bonfanti Decl. ¶¶ 11-31; Smith Decl. ¶¶ 11-15; 19-26.

17 The Class Representatives were also burdened by the difficult and personal questioning Equity
 18 subjected them to in deposition and at trial. As described above, Equity probed Plaintiffs' financial
 19 information, their sources of income, and their family relationships along with other personal
 20 information. *Garner*, 2010 WL 1687832, at *17 (\$20,000 awarded to plaintiff who was subjected to
 21 deposition questioning regarding personal financial affairs and other sensitive subjects).

22 In addition, as several Class Representatives commented on during their depositions, Equity's
 23 counsel asked repetitive questions and unnecessarily quizzed Class Representatives on legal concepts
 24 in order to intimidate them and make them feel as though they did not understand the lawsuit, which
 25 was not the case. See, e.g., Dardarian Fee Decl. Ex. 5, Munguia-Brown Dep. 61:25-62:2 (A: "I think
 26
 27

28 ⁴ The Class Representatives will receive up to \$1,299.30 in restitution and up to \$333.34 in credits
 under the Settlement. Dardarian Fee Decl. ¶ 126.

1 that you're trying to ask the questions again and again, kind of like the SATs"); 62:11-14 (A: "I'm not
2 a lawyer, and I think some of the jargon that you're using there is kind of lawyerspeak, and I don't
3 understand the process as a landlord. So I'm neither."); *id.* Ex. 8, Bonfanti Dep. 107:13-24 (Q: "I'm
4 asking whether you're aware of the fact that Equity Residential can offset the late fees you believe are
5 reimbursed with the costs and damages they actually incurred as a result of your payment of rent? . . . Is
6 that a new concept for you? Have you heard about that at all?"); 185:9-10 (A: "I think I've answered
7 this question ten or 15 times. Not to be disrespectful. I thought I've answered the question."); 102:18
8 (A: "I'm no lawyer"); 111:1-2 (A: "I'm not an attorney. . . ."); *id.* Ex. 7, Rodriguez Dep. 100:24-102:3
9 (A: "[T]his is just putting a lot of pressure on me with all of this . . . It's just one question that he's
10 asking me again and again, and all over, and it's very frustrating to me."); 102:15-16 (A: "No. I'm not
11 an attorney, and I don't have the knowledge of an attorney, so I don't know what you mean with
12 that."). The Class Representatives also felt that Equity's attorney tried to shame them by saying there
13 would be no need for a suit if they paid their rent on time. Bonfanti Dep. 17:16-24 (Q: "Do you agree
14 that if you paid your rent on time, we wouldn't be here today? . . . Why would we be here today if you
15 had paid your rent on time?"). During the depositions, Class Representatives also described how tiring
16 and draining the experience was. *Id.* Ex. 6, Magaña Dep. 159:16 ("Sorry, I've gotten very tired"); Ex.
17 7, Rodriguez Dep. 151:4-5 ("[I]t's just been a really long day, very tough").

18 Knowing that the Class Representatives have experienced financial hardships, Equity's counsel
19 also attempted to intimidate them by asking if they had enough money to pay Equity's costs should
20 Plaintiffs lose the lawsuit. Dardarian Fee Decl. Ex. 5, Munguia-Brown Dep. 133:9-24 (Q: "Do you
21 understand that if you lose this case you may be required to pay the defendants' costs . . . Do you
22 understand that those costs might exceed \$100,000?"), 134:7-11 (Q: "Now that you know how much it
23 would be, have you made any plans for how you would pay those costs?"); Ex. 6, Magaña Dep. 74:23-
24 24 (Q: "Do you understand that if you lose this case you may be obligated to pay defendants costs?");
25 Ex. 7, Rodriguez Dep. 145:1-2 (Q. Are you aware that, if you lose this case, you may be required to
26 pay the costs of the defendants?"); 145:12-13 ("Q. Do you know that the costs could exceed
27 \$20,000?"); 145:19-20 ("Q. Have you set aside any money to pay the costs for defendants should
28 defendants win this case?"). In the case of Ms. Magaña, Equity's counsel took advantage of a

1 mistaken translation (that she was suing “Collin,” which the interpreter misheard when she said
2 “Equity”) and continued to do so even after she corrected the misunderstanding on the record, seizing
3 on the translation error to paint Ms. Magaña as too stupid to know who she was suing and as a liar.
4 Equity’s counsel continued to attempt to shame and discourage her by questioning her adequacy as a
5 Class Representative on the record during her deposition, simply because of this mistake and because
6 she was not familiar with the legal terms he quizzed her on. Dardarian Fee Decl. Ex. 6, Magaña Dep.
7 41:23-42:4 (Counsel for Equity: “Our position is that the witness has made it clear that she’s not an
8 adequate class representative. We offered to let you withdraw the witness so we don’t have to waste
9 time proceeding in the deposition, and I understand you’ve declined that offer.”).

10 In spite of these difficulties, during their depositions, the Class Representatives admirably
11 reaffirmed their commitment to the classes and their goal of standing up for their fellow tenants. *See*,
12 *e.g.*, Dardarian Fee Decl. Ex. 5, Munguia-Brown Dep. 121:14-17 (Q. “If the defendants agreed to
13 refund all the late fees they collected from you, would you still have any interest in this lawsuit?” A.
14 “Yes, because I just don’t represent myself.”); 123:1-8 (Q. “What are you expecting to get from this
15 case?” A. “Oh. Those late-fee charges to be given back to those people that were — that had to go
16 through this process, as well as a policy that can be put in place that minimizes displacement of
17 families so they can actually catch up when they get these late-fee charges and is fair. So I’m in it for
18 that. I’m not in it for anything else.”); Ex. 6, Magaña Dep. 51:14-25 (explaining that her goal was to
19 stop late fees for all of her fellow tenants); Ex. 8, Bonfanti Dep. 106:7-10 (“I have an obligation in this
20 as a class representative to ensure everyone’s interests, not simply my own. So, I have to make sure
21 everyone’s needs are met before I can resolve my situation.”).

22 The Class Representatives were all prepared to testify at trial, knowing that they could be
23 subjected to similar questioning of their personal finances. Plaintiffs Smith, Bonfanti, and Munguia-
24 Brown were called to testify. Ms. Smith, as the first witness at trial, stood up for the class by
25 explaining her experience with late fees, even though this required her to testify about her current
26 landlord. Smith Decl. ¶ 21. Counsel for Equity later called Plaintiff Bonfanti in an unsuccessful
27 attempt to shame him into saying he had money to pay his late fees but chose not to and that he
28 voluntarily paid the fees believing they were unlawful, and therefore was not owed restitution. This

1 led Equity's counsel to grill Mr. Bonfanti with embarrassing questions about his spending habits and
2 the kind of car he drove. *See* Bonfanti Decl. ¶¶ 26-27; Dardarian Fee Decl. Ex. 9, Trial Tr. vol. 2,
3 345:8-347:9. Equity also called Ms. Munguia-Brown and attempted to interrogate her with
4 argumentative questions regarding each of her late rent payments. *See* Brown Decl. ¶ 24; Dardarian
5 Fee Decl. Ex. 9, Trial Tr. vol. 5, 830:2-12. Plaintiff Magaña and Plaintiff Rodriguez also prepared to
6 testify at trial because Equity had insisted it would put them on the stand. During trial, Equity refused
7 to confirm when or if they in fact would call Ms. Magaña and Ms. Rodriguez, meaning the Plaintiffs
8 had to live with the mental stress of being ready to testify throughout the duration of the trial. The
9 negative experiences they had during their depositions further augmented this stress. All of the Class
10 Representatives took time away from their personal lives and work in order to prepare for trial and be
11 available for trial, and many of them needed to arrange for childcare and days off work in order to
12 participate. Brown Decl. ¶¶ 22-25; Magaña Decl. ¶ 24-25; Rodriguez Decl. ¶¶ 23-24; Bonfanti Decl.
13 ¶¶ 24-25; Smith Decl. ¶¶ 19-20, 22.

14 In addition to the burden of having this litigation unresolved and carrying the duties of
15 representing nearly 200,000 class members for many years, the Class Representatives also took a
16 significant risk by putting their names on a lawsuit involving a large corporate landlord. All of the
17 Class Representatives, who were current Equity tenants when they stepped forward to join the lawsuit,
18 risked retaliation. Because they had all experienced receiving three-day notices to pay or quit from
19 Equity and three of the Class Representatives had endured eviction proceedings, they were familiar
20 with the stress that the threat of losing your home can bring. Indeed, Ms. Smith, who continues to live
21 in an Equity-owned property, experienced a negative change in her relationship with property-level
22 personnel after she came forward as a Named Plaintiff. Smith Decl. ¶¶ 16-18. Yet, the Class
23 Representatives were willing to endure the possibility of increased scrutiny from Equity and its staff.
24 They all also face continued risks to their reputations, including that other landlords may retaliate
25 against them and their families because of their role in a lawsuit against a prominent landlord. *See*
26 Brown Decl. ¶ 10; Magaña Decl. ¶ 10; Rodriguez Decl. ¶ 10; Bonfanti Decl. ¶ 9; Smith Decl. ¶ 18; *see,*
27 *e.g., In re High-Tech Emp. Antitrust Litig.*, 2015 WL 5158730, at *17 (“[E]ach of the class
28 representatives risked significant workplace retaliation by serving as a named plaintiff in this high-

1 profile lawsuit.”); *Lusby v. GameStop Inc.*, No. 5:12-cv-03783-HRL, 2015 WL 1501095, at *9 (N.D.
2 Cal. Mar. 31, 2015) (noting that class representatives “risked having their participation in this litigation
3 be an impediment to future employment”). In California’s competitive and expensive housing market,
4 these fears are particularly acute.

5 These risks and burdens that the Plaintiffs have endured for a prolonged period of time further
6 justify the requested service awards.

7 **IV. CONCLUSION**

8 Given the outstanding efforts and significant time spent by the Class Representatives over the
9 past twelve years, the risks and burdens they experienced by participating in this hard-fought litigation,
10 and the benefits to the Classes and to the public as a whole they achieved through their success at trial
11 and through settlement, Plaintiffs’ request for \$25,000 service awards for each of the five Class
12 Representatives is reasonable and should be granted.

13 Dated: March 12, 2026

Respectfully submitted,

DARDARIAN HO KAN & LEE

16
17 /s/ Stephanie E. Tilden

Stephanie E. Tilden

18 Attorneys for Plaintiffs and the Certified Classes
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