

# Exhibit A

## SETTLEMENT AGREEMENT & RELEASE

Plaintiffs Javanni Munguia-Brown, Angelina Magaña, Norma Rodriguez, David Bonfanti, and Shannah Smith, individually and on behalf of the Classes defined below, and Defendants Equity Residential, ERP Operating Limited Partnership, Equity Residential Management, LLC, EQR-Woodland Park A Limited Partnership and EQR-Woodland Park B Limited Partnership (“Equity”), by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Settlement, hereby stipulate and agree, subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure, as follows:

### I. RECITALS

WHEREAS, on September 3, 2014, Plaintiffs filed their initial Complaint in Alameda County Superior Court (ECF 1-1),<sup>1</sup> asserting that Equity violated California Civil Code section 1671(d) and Business and Professions Code section 17200, *et seq.* in charging its California tenants a late fee of at least \$50 for late payment of rent. Plaintiffs filed their first amended complaint on March 12, 2015, in that same court (ECF 1-8);

WHEREAS, on March 11, 2016, Equity removed the Action to the U.S. District Court for the Northern District of California (ECF 1);

WHEREAS, after the Parties engaged in extensive discovery and motion practice, Plaintiffs filed a motion for class certification (ECF 64), which this Court granted on October 23, 2017 (ECF 91) certifying the following classes: a Standard Late Fee Class comprised of “All Equity Residential tenants in California from September 3, 2010 until the date of class certification who were charged one or more late fee(s) under Equity Residential’s standard late

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<sup>1</sup> Unless specified otherwise, citations to “ECF \_\_” refer to filings made in the Action.

fee provision: 5% of the outstanding balance owed (capped at 5% of the total amount of monthly recurring charges) or \$50, whichever is greater,” and a Woodland Park Preexisting Lease Class comprised of “All Equity Residential tenants in the Woodland Park Property from December 1, 2011 until Defendant sold the property in February 2016 who were charged one or more late fee(s) of \$50 under Equity Residential’s policy of charging a flat \$50 late fee to tenants on pre-existing non-EQR leases”;

WHEREAS, on October 25, 2021, upon Plaintiffs’ motion, the Court modified the Standard Late Fee Class definition to extend the Standard Late Fee Class period to 75 days before the initial trial date (ECF 315); accordingly, the definition of the Standard Late Fee Class was revised to include “All Equity Residential tenants in California from September 3, 2010 until 75 days before the commencement of trial who were charged one or more late fee(s) under Equity Residential’s standard late fee provision: 5% of the outstanding balance owed (capped at 5% of the total amount of monthly recurring charges) or \$50, whichever is greater”; the Woodland Park Preexisting Lease Class was not affected by this motion;

WHEREAS, on November 16, 2021, Plaintiffs filed their third amended complaint (ECF 322), adding Shannah Smith as a named Plaintiff and expressly asserting that Equity violated California Civil Code section 1671(d) and Business and Professions Code section 17200, *et seq.* in charging a “standard late fee” of 5% of the balance owed or \$50, whichever was greater;

WHEREAS, on September 23, 2022, the Court approved the Parties’ stipulation to limit Standard Late Fee Class membership to those tenants who were first charged the Standard Late Fee by October 28, 2022 (ECF 388);

WHEREAS, after additional extensive discovery and motion practice, in June 2023, this Court held an eight-day bench trial for this action (ECFs 485–86, 488, 491, 493–94, 504, 509);

WHEREAS, on April 8, 2024, after the submission of post-trial briefs by the Parties, the Court issued its Findings of Fact and Conclusions of Law determining liability in favor of Plaintiffs and the Classes, determined that the “Standard Late Fee provision in Equity’s residential lease in California is null and void,” found and declared “that by including the unlawful Standard Late Fee provision in its California leases, Equity has engaged in an unlawful business practice that violates the Unfair Competition Law,” and requested additional briefing concerning the Plaintiffs’ request for injunctive relief and the final amount of late fee restitution owed to the Classes based on Plaintiffs’ experts’ methods for calculating total late fee charges and payments and Equity’s offset damages (ECF 546, 547);

WHEREAS, although Equity disagreed with the Court’s Findings of Fact and Conclusions of Law, in response Equity stopped charging the Standard Late Fee at its California properties as of May 1, 2024, removed the Standard Late Fee from its California leases, informed residents that Equity will not charge the fee, ceased collection activity on unpaid late fees, paused adverse credit reporting for residents with unpaid late fees, and commenced the process of reversing and crediting accounts that were assessed with disputed late fees (ECF 562);

WHEREAS, on September 9, 2025, the Court issued a Post-Trial Order, denying Plaintiffs’ request for a permanent injunction and denying Plaintiffs’ request for restitution payments beyond those incurred up to 75 days before trial, *i.e.*, March 25, 2023 (ECF 578);

WHEREAS, notwithstanding the Court’s order denying restitution for all Class Members who paid late fees between March 25, 2023, and April 30, 2024, the Parties below agree to provide restitution to all Class Members who paid late fees by April 30, 2024;

WHEREAS, on November 14, 2025, after engaging in extensive settlement negotiations, the Parties reached an agreement in principle and asked the Court to stay this Action until

Plaintiffs filed a motion for preliminary approval of settlement by December 31, 2025 (ECF 585);

WHEREAS, on November 17, 2025, the Court granted the Parties' stipulation, staying the case pending Plaintiffs' motion for preliminary approval of settlement (ECF 586);

WHEREAS, based upon their review, investigation, and evaluation of the facts and law, Plaintiffs and Class Counsel, on behalf of Plaintiffs and the other members of the Classes, have agreed to settle the Action pursuant to the provisions of this Settlement, after considering, among other things: (i) the substantial benefits to the Class Members under the terms of this Settlement; (ii) the risks, costs, and uncertainty of an appeal, including, but not limited to, appeals of the Court's rulings on class certification, its summary judgment ruling eliminating some of Equity's affirmative defenses and limiting the categories the damages Equity could claim against the restitution owed to the classes, the Court's post-trial ruling that Equity's late fees violated California law, and its adoption of Plaintiffs' experts' analysis of Equity's costs of late rent collection for determining Equity's offset from class restitution; and (iii) the desirability of consummating this Settlement promptly in order to provide effective relief to the Class Members without further delay;

WHEREAS, Equity has vigorously denied and continues to dispute the claims and contentions alleged in the Action, and it denies all allegations of wrongdoing or damages related to its former California late fees. Equity has also considered the risks and potential costs of continued litigation of the lawsuit in the trial court and on appeal, on the one hand, and the benefits of the proposed Settlement, on the other hand, and desires to settle the Action upon the terms and conditions set forth in this Settlement; and

WHEREAS, though Equity continues to dispute the validity of class treatment in this Action notwithstanding the Court's orders to the contrary, Equity has agreed to class action treatment of the claims alleged in this Action solely for the purpose of compromising and settling those claims on a class basis as set forth herein.

NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and between the Parties, through their respective counsel, that: (a) the Action be fully and finally compromised, settled, and released upon final settlement approval by the Court after the hearings as provided for in this Settlement; and (b) upon such approval by the Court, a Final Order and Final Judgment, substantially in the form attached hereto as **Exhibit 1**, be entered dismissing the Action with prejudice upon the following terms and conditions.

## **II. DEFINITIONS**

As used in this Settlement and the attached exhibits, the following terms have the following meanings, unless this Settlement specifically provides otherwise:

1. "Action" shall mean the lawsuit entitled *Munguia-Brown, et al. v. Equity Residential, et al.*, No. 4:16-cv-01225-JSW, pending in the United States District Court for the Northern District of California.
2. "Attorneys' Fees, Costs and Expenses" means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees, costs, and expenses in connection with the Action and the Settlement, as described in Section VII of this Settlement.
3. "Class(es)" means the individuals included in the Standard Late Fee Class and the Woodland Park Preexisting Lease Class.
4. "Class Counsel" means the law firms of Dardarian Ho Kan & Lee; Nicholas & Tomasevic, LLP; and Community Legal Services in East Palo Alto.
5. "Class Member(s)" means any member of the Classes.

6. “Court” means the United States District Court for the Northern District of California.

7. “Defense Counsel” means the law firms of Gibson, Dunn & Crutcher LLP; Duane Morris LLP; and Baker Hostetler LLP.

8. “Effective Date” means the day the following conditions have both been satisfied: (a) the Court has entered its Final Order and Final Judgment; and (b) the Final Judgment has become “Final.” Final shall mean the later of (a) 31 calendar days after the Court enters its Final Order and Final Judgment without any motion for reconsideration, (b) the time for filing of any notice of appeal has expired without any notice of appeal being filed, (c) if reconsideration is timely sought, the Court issues an order affirming in full the Final Judgment and the time for filing of any notice of appeal has expired without any notice of appeal being filed, or (d) if appellate review is timely sought from the Final Judgment, (i) the Court of Appeals has issued a mandate affirming in full the Final Judgment and (ii) the time has elapsed to petition for a writ of certiorari from the Supreme Court; such a petition, if filed, has been denied; or if a petition has been granted, the Supreme Court has affirmed the Final Judgment. If the Final Judgment after appeal differs in any respect with Final Judgment entered by the Court, except with respect to the Court’s award of Attorneys’ Fees and Expenses or Service Awards, either Party has the right to void the Settlement by sending the other Party written notice within ten (10) days of the issuance of the Final Judgment. The Parties shall then immediately and jointly move the Court to lift the stay of proceedings imposed by the Preliminary Approval Order (**Exhibit 2**), and Plaintiffs will proceed to submit their proposed Judgment to the Court pursuant to the Court’s order dated September 9, 2025 (ECF No. 578 at 3).

9. “Equity” means Equity Residential, ERP Operating Limited Partnership, Equity Residential Management, LLC, EQR-Woodland Park A Limited Partnership and EQR-Woodland Park B Limited Partnership, the defendants in this Action.

10. “Fairness Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application by Class Counsel for Attorneys’ Fees, Costs and Expenses; and (d) ruling upon an application for service awards to the named Plaintiffs. The Parties shall request that the Court schedule the Fairness Hearing for a date that complies with the provisions of 28 U.S.C. § 1715(d).

11. “Final Order and Final Judgment” means the Court’s order and judgment fully and finally approving the Settlement and dismissing the Action with prejudice, substantially in the form attached hereto as **Exhibit 1**.

12. “Long Form Notice” means the long form notice of proposed Settlement, substantially in the form attached hereto as **Exhibits 3 and 4**.

13. “Notice” shall mean the Long Form Notice, Summary Notice, and Postcard Notice provided to the Classes as provided herein and directed by the Court.

14. “Notice Date” means the first date upon which the Notice is disseminated by the Settlement Administrator.

15. “Parties” means Plaintiffs and Equity, collectively, as each of those terms is defined in this Settlement.



16. “Plaintiffs” means Javanni Munguia-Brown, Angelina Magaña, Norma Rodriguez, David Bonfanti, and Shannah Smith, in their individual capacity and in their capacity as representatives of the Class.

17. “Postcard Notice” means the postcard notice of the proposed Settlement, substantially in the form attached hereto as **Exhibits 3 and 4**.

18. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice and notice plan, substantially in the form attached hereto as **Exhibit 2**.

19. “Qualified Settlement Fund” means the non-interest-bearing account from which the Settlement Administrator will issue payments to Class Members that qualifies as a “Qualified Settlement Fund” within the meaning of 26 C.F.R. § 1.468B-1(a) (Title 26 of the Code of Federal Regulations, the “Treasury Regulations”).

20. “Release” means the release and waiver set forth in Section VIII of this Settlement and in the Final Order and Final Judgment.

21. “Released Claims” means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and description whatsoever, accrued or unaccrued, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims, up to the Notice Date by all of the Plaintiffs and all Class Members (and Plaintiffs’ and Class Members’ respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that were asserted or that could have been reasonably asserted in this Action against any or all of the Released Parties (as hereinafter defined) that arise out of or are related in any way to Equity

Residential charging or collecting the Standard Late Fee or Woodland Park \$50 Late Fee (except to the extent that such late fees are at issue in any Class Member's unlawful detainer action and have not been adjusted in accordance with this Settlement).

22. "Released Parties" means:

(a) Equity, and each of its past, present, and future employees, assigns, attorneys, agents, advertising agencies, consultants, officers, and directors;

(b) All of Equity's past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, and successors, and each of their respective employees, assigns, attorneys, agents, resellers, officers, and directors; and

(c) All persons, entities, or corporations involved in any way in the assessment of the Standard Late Fee and Woodland Park \$50 Late Fee formerly assessed by Equity to its California tenants as set forth herein.

23. "Releasing Parties" means Plaintiffs and all Class Members, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns.

24. "Service Award" means any award sought by application to and approved by the Court that is payable to the Plaintiffs for their role as the class representatives and/or named plaintiffs and for the responsibility and work attendant to those roles.

25. "Settlement" means the settlement embodied in this Settlement Agreement and Release, including all attached Exhibits (which are an integral part of this Settlement and are incorporated in their entirety by reference) and all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

26. “Settlement Administrator” means CPT Group, which shall provide settlement notice and administration services pursuant to the terms of this Settlement. If the Court declines to appoint CPT Group as Settlement Administrator, the Parties will work in good faith to propose an alternative Settlement Administrator. If the Parties cannot agree on an alternative Settlement Administrator, the Parties will ask the Court to appoint one.

27. “Standard Late Fee” means the late fee provision of Equity’s standard lease in California through April 30, 2024: 5% of the outstanding balance owed (capped at 5% of the total amount of monthly recurring charges) or \$50, whichever is greater.

28. “Standard Late Fee Class” means all Equity Residential tenants in California who were first charged one or more late fee(s) under Equity Residential’s Standard Late Fee from September 3, 2010 until October 28, 2022.

29. “Summary Notice” means the summary notice of the proposed Settlement, substantially in the form attached hereto as **Exhibits 3 and 4**.

30. “Woodland Park \$50 Late Fee” means Equity Residential’s policy of charging a \$50 late fee to Woodland Park tenants on pre-existing non-Equity Residential leases.

31. “Woodland Park Preexisting Lease Class” means all tenants in the Equity Residential Woodland Park Property from December 1, 2011 until Defendants sold the property in February 2016 who were charged one or more Woodland Park \$50 Late Fee(s).

### **III. SUBMISSION OF SETTLEMENT TO THE COURT FOR APPROVAL**

32. No later than December 31, 2025, Class Counsel shall apply to the Court for entry of the Preliminary Approval Order (substantially in the form attached as **Exhibit 2**).

33. Following the entry of the Preliminary Approval Order, Notice shall be provided by the Settlement Administrator.

34. At the Fairness Hearing, Class Counsel shall seek to obtain from the Court a Final Order and Final Judgment in the form substantially similar to **Exhibit 1**.

35. The Parties agree that the notice plan contemplated by this Settlement is valid and effective, that if effectuated, it would provide reasonable notice to the Class, and that it represents the best practicable notice under the circumstances.

#### **IV. RESTITUTION TO CLASS MEMBERS**

36. No later than fourteen (14) days after the Effective Date, Equity will deliver to the Qualified Settlement Fund \$22,707,238.38—the sum total of restitution payments to be made to Class Members. Notwithstanding the Court’s order limiting restitution to late fees incurred by Class Members up to March 25, 2023, *see* ECF 578, this sum includes restitution for all Class Members who paid late fees by April 30, 2024, under either the Standard Late Fee or the Woodland Park \$50 Late Fee.

37. No later than seven (7) days after the Effective Date, Class Counsel shall provide to the Settlement Administrator and Defense Counsel the final calculations of restitution to be awarded to each Class Member. The restitution to be awarded to each Class Member shall be proportionally based on the amount of late fees paid by the Class Member’s tenancy (ResidentID) as reflected in Equity Residential’s tenant ledger data produced in discovery in the Action, less the amount of Equity’s offset damages caused by the lost use of the tenancy’s late rent and the personnel costs of collecting the tenancy’s late rent as calculated by Plaintiffs’ experts. The Class-Member awards shall be divided evenly between Class Members belonging to a tenancy (ResidentID) based on the updated class lists described in Paragraph 53. Class Counsel shall also adjust the calculations to make pro rata distributions to Class Members for any restitution amount that is not provided to persons who choose to exercise their right to opt out of the Settlement. The Settlement Administrator and Defense Counsel must notify Class

Counsel of any errors in those calculations within twenty-one (21) days of the Effective Date, and any errors must be resolved within thirty-five (35) days of the Effective Date.

38. No later than forty-two (42) days after the Effective Date, the Settlement Administrator shall cause funds to be distributed to Class Members via check. Before issuing payments, the Administrator shall perform a national change of address (“NCOA”) database review of Class Members’ mailing addresses.

39. For Class Members whose physical checks are returned undeliverable, the Administrator shall perform a skip trace to identify an alternative physical mailing address to which to send the payment. The Settlement Administrator shall promptly attempt one (1) additional physical mail execution for each Class Member whose check is returned undeliverable.

40. The checks shall have a stale date of one hundred and eighty (180) days after they are sent, during which they must be cashed. Once the one hundred and eighty (180) days has passed, any money remaining in the Qualified Settlement Fund because a check was uncashed shall be deposited with the state of California’s Unclaimed Property program.

#### **V. APPLICATION OF CREDITS TO CLASS MEMBERS**

41. As part of Equity’s cessation of the Standard Late Fee by May 1, 2024, all Standard Late Fee and Woodland Park Preexisting Lease Class Members who were charged, but who did not pay the applicable late fees before April 30, 2024, will receive credits to their accounts (with Equity or the applicable collections agency) and/or checks, as necessary and as further described below. Equity will credit tenant accounts with the net amount of the fee minus \$22.51 for any late fee charged prior to May 1, 2022 and \$31.98 for any late fee charged on or after May 1, 2022. Class Member credits are not divided among Class Members who share a tenancy but are applied to the tenancy. Equity has already made significant progress toward

completing the credit-adjustment process for these Class Members. Equity will use all reasonable efforts to complete the credit adjustment process by no later than forty-two (42) days after the Effective Date and inform Class Counsel that it has used all reasonable efforts to complete this process.

42. Class Members will receive notice regarding the estimated dollar value of the credits that have been or will be applied to their accounts, but they will not be allowed to opt out of receiving credits.

43. A subset of Class Members described in Paragraph 41 paid fees after April 30, 2024, but before moving out of an Equity building. As to those Class Members:

(a) No later than fourteen (14) days after the Effective Date, Equity will provide to the Settlement Administrator and Class Counsel a list containing the names of this subset of Class Members, their ResidentID, updated mailing addresses, e-mail addresses and last known phone numbers (to the extent available), and the credit amount due to each Class Member. The Class-Member credit shall be divided evenly between Class Members belonging to a tenancy (ResidentID).

(b) No later than fourteen (14) days after the Effective Date, Equity will deposit into the Qualified Settlement Fund the total amount due to this subset of Class Members, as reflected in the list provided for in the preceding sub-paragraph.

(c) No later than forty-two (42) days after the Effective Date, the Settlement Administrator shall cause funds to be distributed to this subset of Class Members via check. Prior to issuing payments, the Administrator shall perform a national change of address (“NCOA”) database review of Class Members’ mailing addresses.

(d) For Class Members in this subset whose physical checks are returned undeliverable, the Administrator shall perform a skip trace to identify an alternative physical mailing address for which to send the payment. The Settlement Administrator shall promptly attempt one (1) additional physical mail execution for each Class Member whose check is returned undeliverable.

(e) The checks shall have a stale date of one hundred and eighty (180) days after they are sent, during which they must be cashed. Once the one hundred and eighty (180) days has passed, any money remaining in the Qualified Settlement Fund because a check was uncashed shall be deposited with the state of California's Unclaimed Property program.

## **VI. SETTLEMENT NOTICE**

44. Within ten (10) days of the filing of the motion for preliminary approval of the Settlement, Equity shall cause the Settlement Administrator to serve on the appropriate officials the documents required pursuant to Section 1715 of the Class Action Fairness Act of 2005 (28 U.S.C. § 1715).

45. Following the Court's preliminary approval of this Settlement and the Court's appointment of the Settlement Administrator, the Settlement Administrator shall disseminate the Notice, as specified in the Preliminary Approval Order and in this Settlement and in order to comply with all applicable laws, including, but not limited to, the Due Process Clause of the Fifth Amendment to the United States Constitution. Notice shall include an estimate of each Class Member's restitution and the amount of credits that have been or will be applied to their associated ResidentID; contact information for Class Counsel to answer questions; the address for the website maintained per paragraph 49, below; instructions on how to access the case docket via PACER or in person at any of the Court's locations; the date and time of the final approval hearing; a clear statement that the date may change without further notice to the class;

and a note to advise class members to check the settlement website or the Court's PACER site to confirm the date has not been changed.

46. The Long Form Notice: The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement as **Exhibits 3 and 4**.

47. The Summary Notice: The Summary Notice shall be in a form substantially similar to the document attached to this Settlement as **Exhibits 3 and 4**.

48. The Postcard Notice: The Postcard Notice shall be in a form substantially similar to the document attached to this Settlement as **Exhibits 3 and 4**.

49. Website: Before the dissemination of the Class Notice, the Settlement Administrator shall establish a website (the name/address of which will be jointly agreed to by the Parties) that will inform Class Members of the terms of this Settlement, their rights, dates and deadlines, and related information. The website shall include (in .pdf format) the Long Form, Summary, and Postcard Notices (as well as Spanish versions of each form of Notice prepared by the Settlement Administrator), the Court's order granting preliminary approval, this Settlement (including all of its Exhibits), Plaintiffs' Third Amended Complaint, briefing on the motion for preliminary approval, and any other materials agreed upon by the Parties and/or required by the Court. The website and all materials posted on or linked thereto must comply with version 2.1 of the Web Content Accessibility Guidelines, Level AA. Copies of the motions for attorneys' fees, class representative service awards, and final approval will be included on the website after they are filed with the Court.

50. The Parties shall have the right to review and approve the content of the website.



51. Prior to the dissemination of the Class Notice, the Administrator shall establish an e-mail address for Class Members to submit inquiries regarding the distribution of restitution payments.

52. Toll-Free Telephone Number: Prior to the dissemination of the Notice, the Settlement Administrator shall establish a toll-free telephone number that will provide recorded information about the Notice, the process for distributing restitution pursuant to the Settlement, the address of the settlement website, and the case-specific contact information for the Settlement Administrator and Class Counsel.

53. No later than ten (10) days after this Court grants preliminary approval, Equity will provide to the Settlement Administrator and Class Counsel the updated Woodland Park Preexisting Lease Class and Standard Late Fee Class lists, which shall include the Class Member's name, ResidentID, and updated mailing addresses, e-mail addresses and last known phone numbers for each class member (to the extent such information is in Equity's existing records). Class Counsel shall provide an SQL data query to Equity no later than December 31, 2025, and Equity shall use the SQL data query provided by Class Counsel to produce the Woodland Park Preexisting Lease Class and Standard Late Fee Class lists.

54. Prior to the date of the Preliminary Approval Hearing, Class Counsel shall provide to Defense Counsel and the Settlement Administrator the estimated calculations of restitution to be awarded to each Class Member, based proportionately on the amount of late fees paid by the Class Member's tenancy (ResidentID) as reflected in Equity Residential's tenant ledger data produced in discovery in the Action, less the amount of Equity's offset damages caused by the lost use of the tenancy's late rent and the personnel costs of collecting the tenancy's late rent as calculated by Plaintiffs' experts. The Class-Member restitution awards

shall be divided evenly between Class Members belonging to a tenancy (ResidentID). Class Counsel shall also provide to the Settlement Administrator and Defense Counsel the estimated amount of credits that have been or will be applied to each Class Member's associated ResidentID. The Settlement Administrator shall include these estimates in Class Members' Class Notices.

55. Prior to issuing Notice, the Settlement Administrator shall perform a national change of address ("NCOA") database review of Class Members' mailing addresses and an email change of address ("ECO") database review of Class Members' email addresses.

56. No later than twenty-eight (28) days after this Court grants preliminary approval, the Settlement Administrator shall provide Notice to Class Members. Where a Class Member's email address is available, the Settlement Administrator shall send the summary notice via email. Where the email containing the summary notice bounces back and the Class Member's physical address is available, or a Class Member's email address is not available but the Class Member's physical address is available, the Settlement Administrator shall send the postcard notice by U.S. mail, postage prepaid to the physical mailing address. A Class Member's email address shall be considered unavailable if it ends in an Equity domain address, including for example "@eqr.com" or "@equityresidential.com."

57. If any Notice is returned as undeliverable, the Settlement Administrator shall promptly notify Class Counsel of the identities and last known contact information for such Class Member and shall attempt to locate the Class Member through one skip trace. If a new email and/or physical address is identified for a given Class Member, the Settlement Administrator shall promptly mail one (1) additional email and/or one (1) additional physical mail Notice to such person.

**VII. ATTORNEYS' FEES, COSTS AND EXPENSES AND PLAINTIFFS' SERVICE AWARDS**

58. Class Counsel will make an application to the Court for an award of Attorneys' Fees, Costs and Expenses in the Action that will not exceed \$17,227,761.62, which shall be the sole aggregate compensation paid by Equity to Class Counsel for this Action. Equity will not oppose Class Counsel's application for Attorneys' Fees, Costs and Expenses. The amount of the Attorneys' Fees, Costs and Expenses for this Action will be determined by the Court, and the Parties agree that in no event shall Equity be obligated to pay any amount in excess of what the Court awards. In the event this Court or any court awards more in Attorneys' Fees, Costs and Expenses than Class Counsel requests, Equity will never have to pay Class Counsel an amount exceeding \$17,227,761.62 for this Action.

59. Any Attorneys' Fees, Costs and Expenses awarded by the Court shall be paid directly by Equity into a single account designated by Class Counsel. Such payment will be in satisfaction of statutory or contractual fees Plaintiffs, Class Members, and/or their attorneys might otherwise have been entitled to recover from Equity for this Action. This amount shall be inclusive of all fees and costs of Class Counsel to be paid by Equity in this Action. Prior to the payment of any Attorneys' Fees, Costs and Expenses pursuant to Paragraphs 60 and 61, Class Counsel receiving payment set forth in Paragraph 60 from Equity shall provide Equity with a duly executed and properly completed IRS Form W-9 (and any applicable state and local equivalent forms).

60. Any Attorneys' Fees, Costs, and Expenses awarded by the Court shall be paid by Equity within forty-two (42) days after the Effective Date, three (3) business days after the Effective Date in the event there is an appeal specifically related to Attorneys' Fees, Costs and Expenses, or the date on which Class Counsel provides account details to Equity for executing

the transfer of funds and the duly executed and properly completed IRS Form W-9 (and any applicable state and local equivalent forms), whichever comes latest. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees, Costs and Expenses amongst Class Counsel. Equity shall have no liability or other responsibility for allocation of any such Attorneys' Fees, Costs and Expenses awarded, and, in the event that any dispute arises among Class Counsel relating to the allocation of fees, Class Counsel agree to hold Equity harmless from any and all such liabilities, costs, and expenses of such dispute.

61. The procedure for and the allowance or disallowance by the Court of any application for attorneys' fees, costs, expenses, or reimbursement to be paid to Class Counsel are not part of the settlement of the Released Claims as set forth in this Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement of the Released Claims as set forth herein. Any such separate order, finding, ruling, holding, or proceeding relating to any such applications for attorneys' fees, costs and expenses, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement or otherwise affect or delay the finality of the Final Order and Final Judgment or the Settlement.

62. Class Counsel will ask the Court for Service Awards payable to each of the Plaintiffs of \$25,000 (*i.e.*, \$125,000 total). Equity will not oppose this request. Any Service Awards approved by the Court shall be paid by Equity forty-two (42) days after the Effective Date or the date on which Class Counsel provides account details to Equity for executing the transfer of funds, whichever comes later. The Court's award of any Service Award shall be

separate from its determination of whether to approve the Settlement as set forth in this Agreement.

### **VIII. RELEASES AND DISMISSAL OF ACTION**

63. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

64. Members of the Class who previously opted out of the Class (*see Exhibit 6*) do not release their claims and will not obtain any benefits of the Settlement.

65. To the extent applicable to the Released Claims, which are limited by the Ninth Circuit Court of Appeals' "identical factual predicate doctrine," the Releasing Parties waive any right or benefit available to them with respect to the Released Claims under the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

66. Upon the Effective Date, the Action shall be dismissed with prejudice. Plaintiffs and Class Counsel shall have the responsibility for requesting that the Court dismiss the Action with prejudice in accordance with the terms of this Settlement.

67. The Court shall enter an order retaining jurisdiction over the Parties to this Settlement with respect to the future performance of the terms of this Settlement. In the event that any applications for relief are made, such applications shall be made to the Court.

68. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Class Members; and (b) Plaintiffs and Class

Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

#### **IX. ADMINISTRATION OF THE SETTLEMENT**

69. The Settlement Administrator shall abide by the obligations of this Settlement, the orders issued by the Court, and any subsequent written agreements entered by the Parties.

70. The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with its duties under this Settlement as confidential and shall not disclose any such documents, communications, or other information to any person or entity except as provided for in the Settlement or by Court order. The Settlement Administrator shall use reasonable and appropriate safeguards to protect the confidentiality and security of data provided to the Settlement Administrator and will specify its procedures for securely handling class member data (including technical, administrative, and physical controls; retention; destruction; audits; crisis response; etc.) in its engagement agreement or in a declaration.

71. The Settlement Administrator shall be responsible for, without limitation, (a) coordinating with Defense Counsel to provide notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, (b) printing, emailing, mailing, or otherwise disseminating Notice as described in Paragraphs 55–57; (c) establishing a website, as described in Paragraph 49; (d) establishing a toll-free voice response unit (compatible with Video Relay Service systems) with message and interactive voice response (IVR) capabilities to which Class Members may refer for information about the Action and the Settlement, as described in Paragraph 52; (e) receiving and maintaining any Class Member correspondence, including but not limited to correspondence regarding objections to the Settlement; (f) providing copies of that

correspondence to counsel for the Parties if requested by either party, unless the Class Member indicates that a communication is to be confidential from Equity because it was intended for Class Counsel only and mistakenly provided to the Settlement Administrator; (g) providing restitution to Class Members as set forth in Paragraphs 37–38; (h) distributing any unclaimed funds to the State of California’s unclaimed property department; (i) establishing an account that shall qualify as a qualified settlement fund as described in Treasury Regulations § 1.468B-1; (j) retaining bank and tax documents for such a period as it determines is required to maintain compliance with federal and state law; and (k) destroying all remaining settlement-related information no later than three (3) years after the distribution of all money in the Qualified Settlement Fund.

72. The Settlement Administrator shall be reimbursed by Equity for the reasonable costs, fees, and expenses associated with the Settlement Administrator’s duties, as outlined in this Settlement Agreement (capped at \$300,000, per agreement between Equity and CPT Group).

73. The Parties are entitled to observe and monitor the performance of the Settlement Administrator to assure compliance with this Settlement. The Settlement Administrator shall promptly respond to all inquiries and requests for information made by Equity, Defense Counsel, Plaintiffs, or Class Counsel.

74. Class Members who have not already opted out of the Class in accordance with the pre-trial notice process will be bound by all of the terms of this Settlement, including the terms of the Final Order and Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning the Released Claims, unless such Class Members opt out pursuant to Paragraphs 88–89 below.

75. No person shall have any claim against Equity, Defense Counsel, Plaintiffs, Class Members, Class Counsel, and/or the Settlement Administrator based on any restitution allocations made in accordance with this Settlement.

76. Not later than seven (7) calendar days before Plaintiffs move for final approval of the Settlement, unless the Court orders an earlier date, the Settlement Administrator shall file with the Court a declaration concerning (a) the provision of notice under CAFA, (b) the provision of Notice to Class Members, and (c) any objections to the Settlement or opt outs by Class Members that the Settlement Administrator received.

77. The Settlement Administrator may retain one or more persons to assist in the completion of its responsibilities.

78. If the Settlement is not approved or for any reason the Effective Date does not occur, no restitution, Attorneys' Fees, Costs and Expenses, or Service Awards shall be paid pursuant to this Settlement, except for the costs and expenses of the Settlement Administrator, for which Equity is solely responsible.

79. In the event the Settlement Administrator fails to perform its duties, and/or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Plaintiffs, Class Counsel, Equity, and/or Defense Counsel, then the party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. No party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith, and, if they are unable to do so, will refer the matter to the Court for resolution.



## **X. TAX INFORMATION**

80. The Settlement Administrator will establish an account that shall qualify as a qualified settlement fund as described in Treasury Regulations § 1.468B-1. Upon depositing funds with the Qualified Settlement Fund, Equity shall have no further liabilities, obligations, or rights with respect to those funds.

81. Without limiting the generality of the preceding Paragraph, Equity will not (i) be liable for any failure by the Qualified Settlement Fund to make appropriate distributions or disbursements, (ii) be a party or signatory to any Qualified Settlement Fund documents, or (iii) have any obligation with respect to any tax payment or tax reporting by the Qualified Settlement Fund.

82. As a condition to Equity's obligation to pay and deliver the amounts to the Administrator, as provided for in Paragraph 72, at the earliest available date, the Qualified Settlement Fund will provide Equity with a duly executed and properly completed IRS Form W-9 (and any applicable state and local equivalent forms) and such evidence as is reasonably satisfactory to Equity that the Qualified Settlement Fund meets the requirements of Treasury Regulations § 1.468B-1 *et seq.* Equity will timely provide the Qualified Settlement Fund with, and include with Equity's tax return, a statement meeting the requirements of Treasury Regulations § 1.468B-3(e).

83. The Parties acknowledge and agree that the Settlement Administrator will perform all tax reporting, compliance, withholding, and other tax related actions necessary to comply with the requirements of the Treasury Regulations and other applicable tax laws. Except as provided in the preceding sentence, no party shall have any responsibility with respect to the tax and tax-related liabilities or responsibilities of any other party.

84. The Parties agree that each of Plaintiffs, Class Counsel, Equity, Defense Counsel, and each Class Member is solely responsible for determining the tax consequences (including penalties and interest related thereto) of the benefits each of them is receiving from this settlement, including any restitution payments, credit adjustments, Attorneys' Fees, Costs and Expenses, and Service Awards, and for paying taxes, if any, that any taxing authority determines are owed by such person.

#### **XI. OBJECTIONS AND OPT-OUTS BY CLASS MEMBERS**

85. Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement may do so by timely filing a written objection with the Court through the Court's CM/ECF system (or any other method in which the Court will accept filings, if any) or sending the written objection by U.S. mail to the Clerk of the United States District Court for the Northern District of California postmarked no later than forty-five (45) calendar days after the commencement of notice issuance to the Classes. Class Members who object must set forth: (a) their full name; (b) current address; (c) a written statement of their objection(s) and the specific reasons for each objection; (d) a statement of whether their objection(s) apply only to the objector, to a specific subset of the class, or to the entire class; (e) their signature; and (f) the case name and case number (*Munguia-Brown, et al. v. Equity Residential, et al.*, No. 4:16-cv-01225-JSW).

86. If Class Members send any objections to the Settlement Administrator, the Settlement Administrator shall promptly provide copies of all objections and/or related correspondence from Class Members to Class Counsel and Defense Counsel, and Class Counsel shall promptly file the objections with the Court.

87. The Parties shall request that the Court allow any interested party to file a response to any objection, as described in Paragraphs 85–86, no later than seven (7) calendar days before the Fairness Hearing, or as the Court may otherwise direct.

88. Class Members who are receiving restitution for late fees charged and paid, as described in Section IV, above, will have the opportunity to opt out of the settlement. Class members who have received or will receive a credit to their accounts for late fees that were not paid by April 30, 2024, as described in Section V, above, may not opt out of the settlement.

89. Class members who wish to opt out of the settlement must submit a request for exclusion to the Settlement Administrator postmarked no later than forty-five (45) calendar days after the commencement of notice issuance to the Classes.

90. The Settlement Administrator shall promptly provide copies of all requests for exclusions and/or any related correspondence from Class Members to Class Counsel and Defense Counsel.

91. Notwithstanding any other provision of this Settlement, if more than one thousand (1,000) Class Members opt out, Equity, in its sole discretion, may rescind and revoke the entire Settlement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Equity revokes the settlement pursuant to this paragraph to Class Counsel within ten (10) days following the date the Settlement Administrator informs Equity of the number of Class Members who have requested to opt out of the Settlement pursuant to the provisions set forth above. If Equity rescinds the Settlement pursuant to this paragraph, it shall have no further obligations to make payments or distributions of any kind pursuant to this Settlement, except for the fees and expenses actually incurred by the Settlement Administrator, for which Plaintiffs, Class Members, and Class Counsel shall not be liable, and the Parties shall immediately and

jointly move the Court to lift the stay of proceedings imposed by the Preliminary Approval Order (**Exhibit 2**), and Plaintiffs will proceed to submit their proposed Judgment to the Court pursuant to the Court's order dated (ECF No. 578 at 3).

92. Not later than five (5) business days after the deadline for submission of objections or opt-out requests, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a complete list identifying and providing contact information for all Class Members who have opted out or objected. Class Counsel shall note in the motion for final approval which Class Members have, to that date, opted out of or objected to the settlement.

93. On the date set forth in the Preliminary Approval Order or as otherwise ordered by the Court, a Fairness Hearing shall be conducted to determine final approval of the Settlement.

## **XII. MODIFICATION OR TERMINATION OF THE SETTLEMENT**

94. The terms and provisions of this Settlement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however that, after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not materially alter, reduce or limit the rights of the Parties under this Settlement.

95. In the event the terms or conditions of this Settlement are materially modified by any court without the prior written agreement of the Parties, either party in its sole discretion to be exercised within fourteen (14) days after such a material modification may declare this Settlement null and void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Class, Class Members, or Released

Claims, and/or any modifications to the terms of the plan for allocating restitution described in Paragraphs 36–37, and 54. In the event that a party exercises his/her/their/its option to withdraw from and terminate this Settlement, then the Settlement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Settlement, the Parties will be returned to their respective positions existing immediately before the execution of this Settlement, the Parties shall immediately and jointly move the Court to lift the stay of proceedings imposed by the Preliminary Approval Order (**Exhibit 2**), and Plaintiffs will proceed to submit their proposed Judgment to the Court pursuant to the Court’s order dated September 9, 2025 (ECF No. 578 at 3). In the event this Settlement is not approved or is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any costs of providing Notice and administration associated with this Settlement, except that each Party shall bear its own attorneys’ fees and costs incurred from November 14, 2025, until the date the Settlement is not approved, declared null and void, or the Effective Date does not occur (except for time and costs that contribute to a subsequent settlement of the Action) and Equity’s future payment obligations to the Settlement Administrator shall cease on that same date.

### **XIII. SETTLEMENT NOT EVIDENCE AGAINST PARTIES**

96. The Settlement and its accompanying Exhibits set forth the entire understanding of the Parties. In no event shall this Settlement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement, where the Settlement and its accompanying Exhibits may be used. Without limiting the foregoing, neither this Settlement nor any related negotiations, statements, or court

proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, Equity, the Released Parties, Plaintiffs, or the Class, or as a waiver by Equity, the Released Parties, Plaintiffs, or the Class of any applicable privileges, claims or defenses.

97. The provisions contained in this Settlement are not and shall not be deemed a presumption, concession, or admission by Equity of any liability or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative. Equity expressly denies the allegations in the Action. Equity does not admit that it or any of the Released Parties has engaged in any wrongful activity or that any person has sustained any damage by reason of any of the facts complained of in the Action. Equity does not agree with the Court's certification of the Class or the maintenance thereof, other than to effectuate the Settlement of the Action.

#### **XIV. BEST EFFORTS**

98. Class Counsel shall take all necessary actions to timely move for and support approval of the Settlement and dismissal of the Action. The Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good faith with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of this Settlement, carrying out the terms of this Settlement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. In the event that the Court fails to approve the Settlement or fails to issue the Final Order and Final Judgment, the Parties agree

to use all reasonable efforts, consistent with this Settlement, to cure any defect identified by the Court.

99. Any requests for cooperation shall be reasonably necessary for the requesting party to recommend the Settlement to the Court, and to carry out its terms.

#### **XV. MISCELLANEOUS PROVISIONS**

100. The Parties agree that the recitals are contractual in nature and form a material part of this Stipulation of Settlement.

101. No extrinsic evidence or parol evidence shall be used to interpret this Settlement.

102. All of the Parties warrant and represent that they agree to the terms of this Settlement based upon the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

103. The waiver by any party of a breach of any term of this Settlement shall not operate or be construed as a waiver of any subsequent breach by any party. The failure of a party to insist upon strict adherence to any provision of this Settlement shall not constitute a waiver or forfeiture or thereafter deprive such party of the right to insist upon strict adherence.

104. Unless otherwise noted, all references to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

105. This Settlement may be executed by electronic signature or facsimile and in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The date of execution shall be the latest date on which any party or party counsel signs this Settlement.

106. This Settlement has been negotiated among and drafted by Class Counsel and Defense Counsel. Plaintiffs, Class Members, and Equity shall not be deemed to be the drafter of this Settlement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon of construction. Accordingly, this Settlement should not be construed in favor of or against one party as to the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this Settlement during extensive arms' length negotiations.

107. Equity represents and warrants that the individual(s) executing this Settlement on behalf of Equity are authorized to enter into this Settlement on behalf of Equity.

108. Any disagreement and/or action to enforce this Settlement shall be commenced and maintained only in this Court.

109. Whenever this Settlement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:

Upon Class Counsel at:

Linda M. Dardarian  
Andrew P. Lee  
Katharine F. Trabucco  
Stephanie Tilden  
DARDARIAN HO KAN & LEE  
155 Grand Avenue, Suite 900  
Oakland, CA 94612  
Email: ldardarian@dhkl.law; alee@dhkl.law; ktrabucco@dhkl.law;  
stilden@dhkl.law



Upon Defense Counsel at:

Theane D. Evangelis  
Jeremy S. Smith  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, California 90071  
Email: TEvangelis@gibsondunn.com; JSSmith@gibsondunn.com

110. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement.

111. The Parties believe that this Settlement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms'-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement as of the date set forth below.

**PLAINTIFFS**

Dated: December 29, 2025  
\_\_\_\_\_

Signed by:  
  
288433A9F173420...  
Javanni Munguia-Brown  
Plaintiff

Dated: December \_\_, 2025

\_\_\_\_\_  
Angelina Magaña  
Plaintiff

Dated: December \_\_, 2025

\_\_\_\_\_  
Norma Rodriguez  
Plaintiff

Upon Defense Counsel at:

Theane D. Evangelis  
Jeremy S. Smith  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, California 90071  
Email: TEvangelis@gibsondunn.com; JSSmith@gibsondunn.com

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**PLAINTIFFS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Javanni Munguia-Brown  
Plaintiff

Dated: December 29, 2025

Firmado por:  
Angelina P.A.  
Magaña Carrero  
2A5CC8C1476F4F8...  
\_\_\_\_\_  
Angelina Magaña  
Plaintiff

Dated: December \_\_, 2025

\_\_\_\_\_  
Norma Rodriguez  
Plaintiff

Upon Defense Counsel at:

Theane D. Evangelis  
Jeremy S. Smith  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, California 90071  
Email: TEvangelis@gibsondunn.com; JSSmith@gibsondunn.com

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IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement as of the date set forth below.

**PLAINTIFFS**

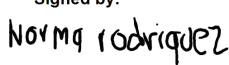
Dated: \_\_\_\_\_

\_\_\_\_\_  
Javanni Munguia-Brown  
Plaintiff

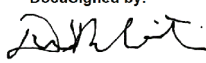
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Angelina Magaña  
Plaintiff

Dated: December 31, 2025

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Norma Rodriguez  
Plaintiff

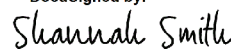
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David Bonfanti  
Plaintiff

Dated: December 29, 2025

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Shannah Smith  
Plaintiff

### CLASS COUNSEL

Dated: December \_\_, 2025

By: Linda M. Dardarian  
Dardarian Ho Kan & Lee  
Attorneys for Plaintiffs and the Class

Dated: December 29, 2025

DocuSigned by:  


8897CC3688594EF...

By: Craig Nicholas  
Nicholas & Tomasevic, LLP  
Attorneys for Plaintiffs and the Class

Dated: December 29, 2025

Signed by:  


0B7941F62F7C48C...

By: Margaret McBride  
Community Legal Services in East Palo Alto  
Attorneys for Plaintiffs and the Class

### EQUITY

Dated: December 29, 2025

Equity Residential, a Maryland real estate  
investment trust

By: Karen Fine  
Senior Vice President – Legal Services

Dated: December \_\_, 2025

---

David Bonfanti  
Plaintiff


Dated: December \_\_, 2025

---

Shannah Smith  
Plaintiff

**CLASS COUNSEL**

Dated: December 29, 2025

  
By: Linda M. Dardarian  
Dardarian Ho Kan & Lee  
Attorneys for Plaintiffs and the Class

Dated: December \_\_, 2025

---

By: Craig Nicholas  
Nicholas & Tomasevic, LLP  
Attorneys for Plaintiffs and the Class

Dated: December \_\_, 2025

---

By: Margaret McBride  
Community Legal Services in East Palo Alto  
Attorneys for Plaintiffs and the Class

**EQUITY**

Dated: December 29, 2025

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Equity Residential, a Maryland real estate  
investment trust

By: Karen Fine  
Senior Vice President – Legal Services

**EQUITY**

Dated: December 30, 2025

Equity Residential, a Maryland real estate investment trust



By: Karen Fine  
Senior Vice President – Legal Services

Dated: December 30, 2025

ERP Operating Limited Partnership, an Illinois limited partnership

By: Equity Residential, a Maryland real estate investment trust, Its general partner

By: 

Karen Fine  
Senior Vice President – Legal Services

Dated: December 30, 2025

Equity Residential Management, LLC, a Delaware limited liability company



By: Karen Fine  
Vice President

Dated: December 30, 2025

EQR-Woodland Park A Limited Partnership, a Delaware limited partnership

By: EQR-Woodland Park A, LLC, a Delaware limited liability company, its general partner

By: ERP Operating Limited Partnership, an Illinois limited partnership, its member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By: Karen Fine  
Karen Fine  
Senior Vice President – Legal Services

Dated: December 30, 2025

EQR-Woodland Park B Limited Partnership, a Delaware limited partnership

By: EQR-Woodland Park B, LLC, a Delaware limited liability company, its general partner

By: ERP Operating Limited Partnership, an Illinois limited partnership, its member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By: Karen Fine  
Karen Fine  
Senior Vice President – Legal Services

# **EXHIBIT 1**



1 Margaret McBride (SBN 294066)  
mmcbride@clsepa.org  
2 COMMUNITY LEGAL SERVICES IN EAST PALO ALTO  
1861 Bay Road  
3 East Palo Alto, CA 94303  
Tel: (650) 326-6440  
4 Fax: (866) 688-5204

5 Linda M. Dardarian (SBN 131001)  
ldardarian@dhkl.law  
6 Andrew P. Lee (SBN 245903)  
alee@dhkl.law  
7 Katharine F. Trabucco (SBN 305413)  
ktrabucco@dhkl.law  
8 DARDARIAN HO KAN & LEE  
155 Grand Avenue, Suite 900  
9 Oakland, CA 94612  
Tel: (510) 763-9800

10 Attorneys for Plaintiffs and the Certified Classes  
11 *(Additional Counsel for Plaintiffs and the*  
12 *Certified Classes listed on following page)*

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

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

19 Plaintiff,  
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 B  
24 LIMITED PARTNERSHIP,

25 Defendants.  
26  
27  
28

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

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND ENTERING FINAL  
JUDGMENT**

Date: Date  
Time: Time  
Dept: Courtroom 5  
Before: Hon. Jeffrey S. White

1 Craig Nicholas (SBN 178444)  
craig@nicholaslaw.org  
2 Alex Tomasevic (SBN 245595)  
alex@nicholaslaw.org  
3 NICHOLAS & TOMASEVIC, LLP  
225 Broadway, 19th Floor  
4 San Diego, CA 92101  
Tel: (619) 325-0492  
5 Fax: (619) 325-0496

6 Attorneys for Plaintiffs and the Certified Classes  
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## [PROPOSED] ORDER

This matter comes before the Court upon consideration of Plaintiffs Javanni Munguia-Brown, Angelina Magaña, Norma Rodriguez, David Bonfanti, and Shannah Smith’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement. The Court will issue a separate order addressing Plaintiffs’ Motions for Reasonable Attorneys’ Fees, Costs, and Expenses and Class Representative Service Awards. The Court preliminarily approved the Settlement Agreement (“Settlement”) on \_\_\_\_\_, 2026, ECF No. \_\_, and held a Fairness Hearing on \_\_\_\_\_, 2026. Having carefully reviewed the papers, considered the arguments, and the relevant legal authority, and good cause appearing, the Court GRANTS Plaintiffs’ Motion for Final Approval of Class Action Settlement.

### I. BACKGROUND

This action arises out of the Standard Late Fee of 5% of monthly rent, minimum \$50, that Defendants Equity Residential, *et al.* (“Equity”) charged their California tenants from September 3, 2010 through April 2024, and the Woodland Park Late Fee (\$50) that Equity charged tenants at the Woodland Park Property in East Palo Alto from December 2011 to February 2016. On October 23, 2017, the Court certified two classes pursuant to the Federal Rule of Civil Procedure 23(b)(3): the Standard Late Fee Class and the Woodland Park Class (collectively “the Classes” or “Class Members”). ECF No. 91. In October 2021, the Court granted Plaintiffs’ motions to certify an injunctive relief class and expand membership in the Standard Late Fee Class. ECF No. 315.

After an eight-day bench trial in June 2023 and the Parties’ post-trial briefing, this Court found that the Standard Late Fee and Woodland Park \$50 Late Fee violated California Law and that class members were entitled to restitution. ECF No. 546. The Parties reached a Settlement after additional briefing regarding the proper calculation of restitution and just prior to Plaintiffs’ submission of a proposed final judgment. Under the Settlement, the nearly 200,000 Class Members who paid the late fees will receive \$22,707,238.38 in restitution, which is 87% of the full value of the restitution calculated by Plaintiffs’ experts. Class Members will each receive as restitution 87% of the difference between the amount of the Standard Late Fees or Woodland Park Late Fees they paid and Equity’s actual cost-per-late fee, as determined by Plaintiffs’ experts. Because late fees were assessed based on

1 tenancies, which may include multiple residents, restitution will be divided evenly among the residents  
2 that are part of a tenancy.

3 After this Court granted declaratory relief declaring that Equity's Standard Late Fee was null  
4 and void, Equity stopped charging the Standard Late Fee as of May 1, 2024 (as noted above, Equity  
5 stopped charging the Woodland Park \$50 Late Fee in 2016). At that time Equity also began the  
6 process of crediting tenant accounts for tenants who were charged a late fee but had not yet paid it.  
7 Equity applied credits in the net amount of the late fees minus \$22.51 for any late fee charged prior to  
8 May 1, 2022 and \$31.98 for any late fee charged beginning May 1, 2022. The settlement memorializes  
9 these credits and ensures their completion by 42 days after the Effective Date of the Settlement. The  
10 credits are separate from the restitution amount agreed to in the Settlement.

11 Under the Settlement, Equity also agreed to pay Class Counsel reasonable attorneys' fees,  
12 costs, and expenses incurred in this action in an amount not to exceed \$17,227,761.62, and \$25,000  
13 service awards to each of the five class representatives (totaling \$125,000), subject to the Court's  
14 approval. Equity has also agreed to separately pay the cost of settlement administration, up to a cap of  
15 \$300,000.

16 On \_\_\_\_\_, the Court preliminarily approved the Settlement. The Settlement applies to the  
17 previously certified classes. The Court approved an extension of the class period for the Standard Late  
18 Fee Class to April 30, 2024, the date when Equity ceased charging its Standard Late Fee.<sup>1</sup> The Court  
19 also directed notice to the Classes, appointed [CPT Group] as Settlement Administrator, and set the  
20 Fairness Hearing for \_\_\_\_\_, 2026. ECF No. \_\_\_\_.

21 On \_\_\_\_\_, 2026, \_\_\_\_\_ disseminated Notice to the Classes pursuant to the  
22 Settlement Agreement and the Court's Preliminary Approval Order. Specifically, \_\_\_\_\_ sent the  
23 Court-approved e-mail notice to \_\_\_\_\_ Standard Late Fee Class Members and  
24 \_\_\_\_\_ Woodland Park Preexisting Lease Class Members, and the Court-approved postcard  
25 notice to \_\_\_\_\_ Standard Late Fee Class Members and \_\_\_\_\_ Woodland Park Preexisting  
26 \_\_\_\_\_

27  
28 <sup>1</sup> Restitution for that class had previously been limited to late fees paid through March 25, 2023 (75  
days before the start of trial). ECF No. 578.

1 Lease Class Members, including \_\_\_\_\_ Class Members whose e-mails were returned undelivered.  
2 The Settlement Administrator also posted the Court-approved long-form notices on the Settlement  
3 Website, and Class Counsel posted the long-form notices to their law firms' websites in English and  
4 Spanish.

5 On \_\_\_\_\_, Plaintiffs moved the Court for a \$25,000 service award for each of the five  
6 class representatives (ECF No. \_\_\_\_\_) as well as an award of \$17,227,761.62 to Class Counsel in  
7 attorneys' fees, costs, and expenses (ECF No. \_\_\_\_). Plaintiffs filed their Motion for Final Approval  
8 on \_\_\_\_\_. The Court held a Fairness Hearing on \_\_\_\_\_.

9 Class Members were previously given opportunities to opt out after class certification.  
10 However, Class Members who are receiving restitution under the Settlement were given another  
11 opportunity to opt out. Class Members could not opt out of receiving account credits. An additional  
12 \_\_\_\_\_ Class Members opted out of the Settlement, and \_\_\_\_\_ objected to the Settlement by the  
13 \_\_\_\_\_ deadline. \_\_\_\_\_ Class Members appeared and addressed the Court at the  
14 fairness hearing.

15 The Court shall address additional facts as necessary in the analysis that follows.

## 16 II. ANALYSIS

### 17 A. The Court Grants the Motion for Final Approval.

#### 18 1. Subject Matter Jurisdiction

19 The Court has jurisdiction over this action pursuant to the Class Action Fairness Act  
20 ("CAFA"), 28 U.S.C. section 1332(d)(2).

#### 21 2. Extension of Standard Late Fee Class Recovery Period.

22 The Court preliminarily determined that the extension of the period for the Standard Late Fee  
23 Class to recover restitution for fees charged and paid through April 30, 2024 satisfied the requirements  
24 of Rule 23(a) and 23(b). The relevant facts have not changed, nor has the definition for Standard Late  
25 Fee Class membership. The Court incorporates the findings from the Preliminary Approval Order  
26 herein. The Court concludes that, with the extension of the class recovery period to April 30, 2024, the  
27 Standard Late Fee Class continues to meet the requirements of Rule 23(a) and 23(b), and finally  
28

1 approves the extension of the class period.

2 The Standard Late Fee Class is defined as:

3 All Equity Residential tenants in California who were first charged one or more late fee(s) under  
4 Equity Residential's "Standard Late Fee" provision: 5% of the outstanding balance owed (capped  
5 at 5% of the total amount of monthly recurring charges) or \$50, whichever is greater, from  
September 3, 2010 through October 28, 2022.

6 The recovery period for the Standard Late Fee Class is September 3, 2010 through April 30,  
7 2024.<sup>2</sup>

8 The Woodland Park Preexisting Lease Class is defined as:

9 All Equity Residential tenants in the Woodland Park Property from December 1, 2011 until  
10 Defendant sold the property in February 2016 who were charged one or more late fee(s) of \$50  
11 under Equity Residential's policy of charging a flat \$50 late fee to tenants on pre-existing non-  
EQR leases. ECF No. 91.

12 **3. Notice, Objections, and Requests for Exclusion**

13 "Adequate notice is critical to court approval of a class settlement under Rule 23(e)." *Hanlon*  
14 *v. Chrysler Corp.*, 150 F.3d 1011, 1025 (9th Cir. 1998). Under Federal Rule of Civil Procedure 23(e),  
15 the Court "must direct notice in a reasonable manner to all class members who would be bound by the  
16 proposal." Fed. R. Civ. P. 23(e)(1)(B). Rule 23(c)(2)(B) requires "the best notice that is practicable  
17 under the circumstances, including individual notice to all members who can be identified through  
18 reasonable effort." The notice must "clearly and concisely state in plain, easily understood language"  
19 the nature of the action, the class definition, and the class members' right to exclude themselves from  
20 the class. Fed. R. Civ. P. 23(c)(2)(B). Although Rule 23 requires that reasonable efforts be made to  
21 reach all class members, it does not require that each class member actually receive notice. *See Silber*  
22 *v. Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994) (noting that the standard for class notice is "best  
23 practicable" notice, not "actually received" notice).

24 The Court finds that distribution of notice of the Settlement directed to Class Members as set  
25

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26 <sup>2</sup> A separate settlement in the related case *Van Cott v. Equity Residential, et al.*, 4:25-cv-02358-JSW  
27 was finally approved by this Court on \_\_\_\_\_. ECF No. \_\_\_\_\_. The *Van Cott* settlement covers  
28 California tenants who were **first** charged the Standard Late Fee between October 29, 2022 and April  
30, 2024.

1 forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval  
2 Order. \_\_\_\_\_ received a list of \_\_\_\_\_ Class Members,<sup>3</sup> \_\_\_\_\_ with e-mail  
3 addresses in Equity’s records and \_\_\_\_\_ without e-mail addresses, but with valid mailing addresses.  
4 \_\_\_\_\_ disseminated the Court-approved email notices to \_\_\_\_\_ Class Members and the Court-  
5 approved postcard notices to \_\_\_\_\_ Class Members, including \_\_\_\_\_ Class Members whose  
6 emails were returned undeliverable. As of \_\_\_\_\_, only \_\_\_\_ postcard notices were considered  
7 undeliverable.

8 \_\_\_\_ Class Members requested exclusion from the Settlement, and \_\_\_\_\_ Class Members  
9 objected to the Settlement, the proposed attorneys’ fees, costs and expenses, or the proposed service  
10 awards by the \_\_\_\_\_ deadline or after the deadline, including at the Fairness Hearing. [As  
11 there were no Class Members who requested exclusion from the Settlement, all Class Members are  
12 covered by and included within the Settlement and within this Order granting final approval].

13 In light of these facts, the Court finds that the distribution of notice: (1) constituted the best  
14 practicable notice to members of the Classes under the circumstances of the Action; (2) constituted  
15 notice that was reasonably calculated, under the circumstances, to apprise the Classes of the pendency  
16 of the Action, of their right to object to or exclude themselves from the proposed Settlement, of their  
17 right to appear at the Fairness Hearing, and of their right to obtain monetary relief from this  
18 Settlement; (3) constituted reasonable, due, adequate and sufficient notice to all persons entitled to  
19 receive notice; and (4) constituted notice that met all applicable requirements of the Federal Rules of  
20 Civil Procedure, 28 U.S.C. § 1715, the Due Process Clause of the United States Constitution, and any  
21 other applicable law, as well as complied with the Federal Judicial Center’s illustrative class action  
22 notices.

23 **4. The Relevant Factors Weigh in Favor of Concluding that Settlement Is Fair,**  
24 **Reasonable, and Adequate.**

25 Federal Rule of Civil Procedure 23(e) permits a court to approve a settlement that will bind a  
26 class “only on finding that it is fair, reasonable, and adequate after considering” a number of factors.

27 \_\_\_\_\_  
28 <sup>3</sup> “Class Members” shall refer to members of either the Standard Late Fee Class or the Woodland Park  
Preexisting Lease Class unless otherwise specified.

1 Fed. R. Civ. P. 23(e)(2); *see also Hanlon*, 150 F.3d at 1026. The factors the Court must consider are  
2 whether:

3 the class representatives and class counsel have adequately represented the class; the proposal  
4 was negotiated at arm's length; the relief provided for the class is adequate, taking into account:  
5 (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method  
6 of distributing relief to the class, including the method of processing class-member claims;  
7 (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv)  
8 any agreement required to be identified under Rule 23(e)(3); and the proposal treats class  
9 members equitably relative to each other.

10 Fed. R. Civ. P. 23(e)(2)(A)–(D). Further, the court “may consider some or all” of the following  
11 factors:

12 (1) the strength of plaintiff's case; (2) the risk, expense, complexity, and likely duration of  
13 further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the  
14 amount offered in settlement; (5) the extent of discovery completed, and the stage of the  
15 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental  
16 participant; and (8) the reaction of the class members to the proposed settlement.

17 *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 963 (9th Cir. 2009); *see also Hanlon*, 150 F.3d at 1026.  
18 These same factors are also sometimes referred to as the eight “Churchill factors.” *See, e.g., In re*  
19 *Bluetooth Headset Prods. Liab. Litig.* (“Bluetooth”), 654 F.3d 935, 946 (9th Cir. 2011) (quoting  
20 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)). “The relative degree of  
21 importance to be attached to any particular factor” is case specific. *Officers for Just. v. Civ. Serv.*  
22 *Comm'n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).

23 Based on the record as a whole, the Court finds that the relevant factors support a finding that  
24 the Settlement is fair, adequate, and reasonable. Class Counsel and the class representatives have  
25 adequately represented the Class Members. The record shows that the Settlement was reached as the  
26 result of Class Counsel's good faith, serious, and non-collusive arm's-length consideration, guided by  
27 the significant knowledge and experience they had gained litigating these claims against Defendants  
28 for over eleven (11) years, including through trial.

29 The Court has also considered the nature of the claims, the amounts and kinds of benefits  
30 obtained in the Settlement, the allocation of settlement proceeds among the Class Members, and the  
31 fact that a settlement represents a compromise of the Parties' respective positions and avoids the delay



1 and costs of litigating an appeal. To settle this action, Defendants have agreed to pay \$22,707,238.38  
2 in restitution to Class Members who paid late fees. Class members will each receive as restitution 87%  
3 of the difference between the amount of the Standard Late Fees or Woodland Park \$50 Late Fees they  
4 paid and Equity's actual cost-per-late fee, as determined by Plaintiffs' experts.<sup>4</sup> Plaintiffs posit that the  
5 Settlement thereby provides an 87% refund of all late fees that could be restored to the Classes under  
6 the applicable law and facts of this case, and in fact provides additional restitution by extending the  
7 Standard Late Fee Class recovery period to April 30, 2024, over a year beyond the restitution cut off of  
8 March 25, 2023 that would have been recoverable through a Court judgment.

9 Plaintiffs also secured additional benefits by memorializing and giving a deadline to Equity's  
10 process of crediting tenants who were charged the Standard Late Fee and Woodland Park \$50 Late Fee  
11 through April 30, 2024, but who had not yet paid these fees as of that date. These Class Members have  
12 or will be credited with the net amount of the late fees minus \$22.51 for any late fee charged prior to  
13 May 1, 2022 and \$31.98 for any late fee charged beginning May 1, 2022. The credits that Equity has  
14 used all reasonable efforts to apply or will use all reasonable efforts to apply to Standard Late Fee or  
15 Woodland Park Preexisting Lease Class Members' accounts or credit files total \_\_\_\_\_.

16 Plaintiffs have adequately described the risks, delay, and cost associated with continuing to  
17 litigate this case through an appeal, including likely appeals of the Court's rulings on class  
18 certification, its summary judgment ruling eliminating many of Equity's affirmative defenses and  
19 cabining the categories of offset damages Equity could claim against restitution, the Court's post-trial  
20 ruling that Equity's Standard Late Fee and Woodland Park \$50 Late Fee violated California law, and  
21 its adoption of Plaintiffs' experts' analysis of Equity's costs of late rent collection for determining  
22 Equity's offset from class restitution. The Parties also provided an effective method for distributing  
23 monetary relief by sending checks to Class Members without the need to submit claims. Any  
24 uncashed checks will be deposited with the state of California's Unclaimed Property program and so  
25 will remain available for Class Members to claim at any time. No funds that are owed to Class  
26 Members will revert to Equity. Accordingly, the Court also finds that relief provided for the Classes is  
27 \_\_\_\_\_

28 <sup>4</sup> Restitution will be divided evenly among the residents that are part of the same tenancy.

adequate. Additionally, the Court finds that the terms of the Settlement Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any individual Class Member. There have been [\_\_\_\_ objections] to the Settlement, and the favorable reaction of the Classes also favors granting the motion.

Where class members have already received notice and an opportunity to opt-out, due process does not require that they receive another opportunity to opt out of a classwide settlement and the Court has discretion to determine if the settlement should be approved without an additional chance to opt out. *See Low v. Trump Univ., LLC*, 881 F.3d 1111, 1114 (9th Cir. 2018). Here the Class Members were already provided with opportunities to opt out after class certification. However, the Settlement allowed Class Members who were receiving restitution an additional opportunity to opt out. Class Members who have or will receive credits were not allowed to opt out again. The Court finds that the Settlement is fair, reasonable, and adequate with these opt-out provisions. There have been \_\_\_\_ requests for exclusion from the Settlement (\_\_\_\_% of the Classes), and this favorable reaction further supports approval of the Settlement.

The Court concludes the Settlement is fair, reasonable, adequate and in the best interests of Class Members.

### **III. CONCLUSION**

For the foregoing reasons, the Court GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement.

#### **IT IS FURTHER ORDERED:**

The Court directs the Parties and the Settlement Administrator to effectuate the Settlement according to the terms set forth in the Settlement Agreement (attached hereto as **Exhibit A**) and this Final Approval Order and Judgment. To the extent that there is any discrepancy as to the Parties' obligations in connection with this Action between what is provided in this Final Order and Judgment and in the Settlement Agreement, the Settlement Agreement shall control.

The Court approves the distribution of the restitution payments and account credits to Class Members in accordance with the terms of the Settlement.

1 No later than fourteen (14) days after the Effective Date, Equity will deliver to the Qualified  
2 Settlement Fund \$22,707,238.38—the sum total of restitution payments to be made to Class Members.  
3 No later than seven (7) days after the Effective Date, Class Counsel shall provide to the Settlement  
4 Administrator and Defense Counsel the final calculations of restitution to be awarded to each Class  
5 Member. The Settlement Administrator and Defense Counsel must notify Class Counsel of any errors  
6 in those calculations within twenty-one (21) days after the Effective Date, and any errors must be  
7 resolved within thirty-five (35) days after the Effective Date.

8 No later than forty-two (42) days after the Effective Date, the Settlement Administrator shall  
9 cause funds to be distributed to Class Members via check. Before issuing payments, the Administrator  
10 shall perform a national change of address (“NCOA”) database review of Class Members’ mailing  
11 addresses. Physical checks shall have a stale date of one hundred and eighty (180) days, after which  
12 any money remaining shall be deposited with the state of California’s Unclaimed Property program.

13 No later than forty-two (42) days after the Effective Date, Equity will confirm with the  
14 Settlement Administrator and Class Counsel that it has used all reasonable efforts to issue the  
15 appropriate account credits to Class Members, including notifying applicable collection agencies to  
16 apply credits to Class Members’ outstanding debts. For Class Members who paid late fees after April  
17 30, 2024, but before moving out of an Equity building, no later than fourteen (14) days after the  
18 Effective Date, Equity will provide to the Settlement Administrator and Class Counsel a list containing  
19 the names of this subset of Class Members, their ResidentID, updated mailing addresses, e-mail  
20 addresses and last known phone numbers (to the extent available), and the credit amount due to each  
21 Class Member, and Equity will deposit into the Qualified Settlement Fund the total amount due to this  
22 subset of Class Members. No later than forty-two (42) days after the Effective date, the Settlement  
23 Administrator shall cause funds to be distributed to this subset of Class Members via check. Prior to  
24 issuing payments, the Administrator shall perform a national change of address (“NCOA”) database  
25 review of Class Members’ mailing addresses.

26 Any payments to Class Members, Plaintiffs, and Class Counsel that are not timely made within  
27 the deadlines above shall accrue post-judgment interest at the rate of \_\_\_\_, which is “equal to the  
28

1 weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the  
2 Federal Reserve System, for the calendar week preceding the date of the judgment.” *See* 28 U.S.C.  
3 § 1961(a); *see also* S.D. Cal. Bankruptcy Court, Post-Judgment Interest Rates,  
4 <https://www.casb.uscourts.gov/post-judgment-interest-rates> (citing Federal Reserve, *Select Interest*  
5 *Rates*, <http://www.federalreserve.gov/releases/H15/Current>).

6 Plaintiffs and Class Members (and Plaintiffs’ and Class Members’ respective heirs, guardians,  
7 executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-  
8 interest, and assigns) are forever barred from asserting any and all claims, demands, rights, damages,  
9 obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state,  
10 or local) of every nature and description whatsoever, accrued or unaccrued, ascertained or  
11 unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims, up to  
12 the Notice Date that were asserted or that could have been reasonably asserted in this Action against  
13 any or all of the Released Parties that arise out of or are related in any way to Equity Residential  
14 charging or collecting the Standard Late Fee or Woodland Park \$50 Late Fee (except to the extent that  
15 such late fees are at issue in any Class Member’s unlawful detainer action and have not been adjusted  
16 in accordance with the Settlement).

17 To the extent applicable to the Released Claims, which are limited by the Ninth Circuit Court  
18 of Appeals’ “identical factual predicate doctrine,” the Plaintiffs and Class Members waive any right or  
19 benefit available to them with respect to the Released Claims under the provisions of California Civil  
20 Code Section 1542.

21 If this Settlement does not become final and effective in accordance with the terms of the  
22 Settlement Agreement, this Final Approval Order and Judgment and all orders entered in connection  
23 herewith shall be vacated and shall have no further force or effect.

24 This Court shall retain jurisdiction to enforce the terms of the Settlement Agreement and this  
25 Final Approval Order and Judgment.

26 Class Members who previously opted out of the Class or who timely requested exclusion from  
27 the Settlement are not bound by this Final Order and Judgment, do not release any claims against the  
28

1 Released Parties. A list of Class Members who opted out of the Class prior to Settlement or who  
2 timely requested exclusion from the Settlement is attached hereto as **Exhibit B**.

3 The Court hereby DISMISSES this action WITH PREJUDICE, and HEREIN ENTERS  
4 JUDGMENT in this matter. The Clerk shall close the file.

5 **IT IS SO ORDERED.**

6 Dated:

7 \_\_\_\_\_  
8 HON. JEFFREY S. WHITE  
9 United States District Judge  
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# **EXHIBIT 2**

1 Margaret McBride (SBN 294066)  
mmcbride@clsepa.org  
2 COMMUNITY LEGAL SERVICES IN EAST PALO ALTO  
1861 Bay Road  
3 East Palo Alto, CA 94303  
Tel: (650) 326-6440  
4 Fax: (866) 688-5204

5 Linda M. Dardarian (SBN 131001)  
ldardarian@dhkl.law  
6 Andrew P. Lee (SBN 245903)  
alee@dhkl.law  
7 Katharine L. Fisher (SBN 305413)  
kfisher@dhkl.law  
8 DARDARIAN HO KAN & LEE  
155 Grand Avenue, Suite 900  
9 Oakland, CA 94612  
Tel: (510) 763-9800

10 Attorneys for Plaintiffs and the Certified Classes  
11 *(Additional Counsel for Plaintiffs and the*  
12 *Certified Classes listed on following page)*

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

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

19 Plaintiff,  
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 B  
24 LIMITED PARTNERSHIP,

25 Defendants.  
26  
27  
28

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

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: February 6, 2026  
Time: 9:00 a.m.  
Dept: Courtroom 5  
Before: Hon. Jeffrey S. White

Trial Date: June 8, 2023

1 Craig Nicholas (SBN 178444)  
craig@nicholaslaw.org  
2 Alex Tomasevic (SBN 245595)  
alex@nicholaslaw.org  
3 NICHOLAS & TOMASEVIC, LLP  
225 Broadway, 19th Floor  
4 San Diego, CA 92101  
Tel: (619) 325-0492  
5 Fax: (619) 325-0496

6 Attorneys for Plaintiffs and the Certified Classes  
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**[PROPOSED] ORDER**

This matter comes before the Court upon consideration of Plaintiffs Javanni Munguia-Brown, Angelina Magaña, Norma Rodriguez, David Bonfanti, and Shannah Smith’s (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement. Having read the papers submitted, including the Settlement Agreement (“Settlement”) attached as Exhibit A to the Declaration of Linda M. Dardarian in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and carefully considered the arguments and relevant legal authority, and for good cause appearing, the Court GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Extension of Standard Late Fee Class Period** – Pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Court GRANTS Plaintiffs’ motion to modify the Court’s orders granting class certification (ECF No. 91) and extending the class period (ECF No. 315), to further extend the Standard Late Fee Class’s recovery period to April 30, 2024. The Standard Late Fee Class is defined as:

All Equity Residential tenants in the State of California who were first charged one or more late fee(s) under Equity Residential’s “Standard Late Fee” provision: 5% of the outstanding balance owed (capped at 5% of the total amount of monthly recurring charges) or \$50, whichever is greater, from September 3, 2010 through October 28, 2022.

The class membership period remains September 3, 2010 to October 28, 2022, as it was previously certified. ECF No. 388. This order extends the Standard Late Fee Class’s recovery period, so it now covers late fees Equity charged to Standard Late Fee Class Members from September 3, 2010 to April 30, 2024, when Defendants stopped charging the Standard Late Fee.

2. The Court finds that the extension of the Standard Late Fee Class recovery period does not alter the Court’s prior findings under Rule 23(a): the members of the Standard Late Fee Class remain so numerous that their joinder in the Action would be impracticable; (b) there continue to be questions of law and fact common to the Standard Late Fee Class which predominate over any individual questions; (c) Plaintiffs’ claims remain typical of the claims of the Standard Late Fee Class; (d) Plaintiffs have fairly and adequately represented the interests of the Standard Late Fee Class and

1 will continue to do so; and (e) Plaintiffs and the Standard Late Fee Class continue to be represented by  
2 qualified, reputable counsel who are experienced in prosecuting complex class actions.

3 3. The Court finds that the requirements of Fed. R. Civ. P. 23(b)(3) continue to be met  
4 under the extended Standard Late Fee Class recovery period, because: (a) questions of law or fact  
5 common to the Standard Late Fee Class continue to predominate over any questions affecting only  
6 individual members; and (b) a class action remains superior to other available methods for fairly and  
7 efficiently adjudicating the controversy.

8 4. The Woodland Park Preexisting Lease Fee Class definition remains unchanged, and is  
9 defined as:

10 All Equity Residential tenants in the Woodland Park Property from December 1, 2011  
11 until Defendant sold the property in February 2016 who were charged one or more late  
12 fee(s) of \$50 under Equity Residential's policy of charging a flat \$50 late fee to tenants  
on pre-existing non-EQR leases.

13 5. "Class Members" as used in this Order shall refer to members of either the Standard  
14 Late Fee Class or the Woodland Park Preexisting Lease Class unless otherwise specified.

15 6. **Preliminary Approval of the Settlement** – The Court hereby preliminarily approves  
16 the Settlement Agreement. The Court finds on a preliminary basis that the Settlement has no obvious  
17 defects and falls within the range of possible approval as fair, adequate, and reasonable to all Class  
18 Members, subject to further consideration at the Fairness Hearing to be conducted as described below.  
19 It appears that extensive evaluation of the merits has occurred, including through an 8-day trial in this  
20 matter, extensive post-trial briefing, and through the Court's issuance of its post-trial findings of fact  
21 and conclusions of law, such that Counsel for the Parties are able to reasonably evaluate their  
22 respective positions. It also appears to the Court that settlement at this time will avoid substantial  
23 additional costs to all Parties, as well as avoid the delay and the risks presented by further litigation,  
24 including appellate litigation. It further appears that the Settlement was reached as the result of Class  
25 Counsel's good faith, serious, and non-collusive arms-length consideration, guided by their significant  
26 knowledge and experience.

27 7. **Settlement Hearing** – The Court will hold a Fairness Hearing on [earliest date eighteen  
28 (18) weeks after entry of this Order], at \_\_\_\_\_ a.m. in Courtroom 5 – 2nd Floor of the United

1 States Federal Courthouse located at 1301 Clay Street, Oakland, California. At the Fairness Hearing,  
2 the Court will (a) determine whether the proposed Settlement is fair, reasonable and adequate to the  
3 Classes and should be granted final approval by the Court; (b) determine whether judgment should be  
4 entered dismissing the Action against Defendants with prejudice; (c) determine whether the proposed  
5 plan of distributing restitution and applying credits to Class Members under the Settlement is fair and  
6 reasonable and should be approved; (d) determine whether to approve Plaintiffs' Motions for  
7 Reasonable Attorneys' Fees, Costs, and Expenses and Class Representative Service Awards; and (e)  
8 consider any other matters that may properly be brought before the Court in connection with the  
9 Settlement.

10 8. The Court retains jurisdiction to consider all further applications arising out of or  
11 connected with the proposed Settlement. The Court may decide to hold the Fairness Hearing by video  
12 conference without further notice to the Classes. Any Class Member (or their counsel) who wishes to  
13 appear at the Fairness Hearing should consult the Court's docket and/or the Settlement Website for any  
14 change in the date, time, or format of the hearing.

15 9. **Class Notice** – The Court hereby approves, as to form and content, the proposed  
16 Notices, attached as Exhibits 3 and 4 to the Settlement Agreement. The Court finds that the manner  
17 and form of distribution of the proposed Notices set forth in the Settlement Agreement meet the  
18 requirements of due process and Federal Rules of Civil Procedure 23(c)(2) and 23(e). The Court  
19 further finds that the Notices are easily understandable to Class Members and contain the information  
20 recommended in this District's Procedural Guidance for Class Action Settlements. Specifically, the  
21 Court finds that the Notices are reasonably calculated under the circumstances to apprise Class  
22 Members of the resolution of the pending Action, of the effect of the proposed Settlement on Class  
23 Members, including the class release, of Plaintiffs' planned Motions for Reasonable Attorneys' Fees,  
24 Costs, and Expenses and Class Representative Service Awards, of Class Members' rights to opt out of  
25 the Classes or to object to the Settlement, and of their right to appear at the Fairness Hearing.

26 10. The Court finds that the notice provisions of the Settlement are the best practicable  
27 under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.  
28 The Court appoints CPT Group as the Settlement Administrator. The Settlement Administrator shall

1 submit a declaration to the Court [one (1) week] in advance of Class Counsel's motion for Final  
2 Approval of the Class Action Settlement confirming compliance with the Settlement's notice  
3 provisions.

4 11. Accordingly, the Court orders the Parties to effectuate the class notice program set forth  
5 in the Settlement Agreement and as follows:

- 6 a. Prior to issuing notice, the Settlement Administrator shall perform a national change  
7 of address ("NCOA") database review of Class Members' mailing addresses and an  
8 email change of address ("ECO") database review of Class Members' email  
9 addresses.
- 10 b. Within ten (10) days of this Order, Equity shall provide to the Settlement  
11 Administrator and Class Counsel updated Woodland Park Preexisting Lease Class  
12 and Standard Late Fee Class lists, which shall include each Class Member's name,  
13 ResidentID, updated mailing addresses and e-mail addresses, and last known phone  
14 number(s) (to the extent such information is in Equity's existing records).
- 15 c. Within twenty-eight (28) days of this Order, the Settlement Administrator shall  
16 provide notice to Class Members. The notice will inform each Class Member about  
17 the estimated amount of their payment and/or credit.
- 18 d. Where a Class Member's email address is available, the Settlement Administrator  
19 shall send the summary notice via email.
- 20 e. Where the email containing the summary notice is returned undeliverable and the  
21 Class Member's physical address is available, or a Class Member's email address is  
22 not available but the Class Member's physical address is available, the Settlement  
23 Administrator shall send the postcard notice by U.S. mail, postage prepaid to the  
24 physical mailing address.
- 25 f. For any emails or mailed notices that are returned undeliverable, the Settlement  
26 Administrator shall promptly notify Class Counsel and attempt to locate the Class  
27 Member through a skip trace to identify an alternative electronic or physical mailing  
28 address by which to effectuate notice (in addition to sending the postcard notice to

1 class members whose email notice is returned undeliverable, as described above). If  
2 the skip trace is successful, the Settlement Administrator shall attempt one (1)  
3 additional email and/or one (1) additional physical mail execution for each Class  
4 Member.

- 5 g. Before the dissemination of the Class Notices, the Settlement Administrator shall  
6 also post the long-form, summary, and postcard notices to the Settlement Website.  
7 The Settlement Website shall be designed to permit Class Members to readily and  
8 easily obtain information regarding the Settlement. Specifically, the Settlement  
9 Website will: (i) notify Class Members about their rights to opt out or exclude  
10 themselves from the Classes; (ii) notify Class Members of their right to object to the  
11 Settlement; (iii) inform Class Members that they should monitor the Settlement  
12 Website for further developments; (iv) inform the Class Members of their right to  
13 attend the Fairness Hearing conducted by the Court; (v) include any required notice  
14 of any motion(s) made by Class Counsel for any attorneys' fees, costs, and expenses  
15 and Class Representative service awards (when available); (vi) include copies of the  
16 Settlement Agreement, Complaint, case-specific contact information for the  
17 Settlement Administrator and Class Counsel, and other Court filings and orders  
18 relating to the Settlement; and (vii) include any other information or materials that  
19 may be required by the Court and/or agreed to by the Parties.

20 12. **Opting Out of the Settlement** – Class Members may elect to opt out of receiving  
21 restitution under the Settlement. Class Members may not opt out of receiving account credits for late  
22 fees that were charged but not paid as of April 30, 2024. To opt out of the Settlement, Class Members  
23 must mail or email their request to opt out to the Settlement Administrator and must include the: (a)  
24 case name and number, *Munguia-Brown, et al. v. Equity Residential et al.*, 4:16-cv-01225-JSW-TSH;  
25 (b) their full name and all other names while living at Equity properties; (c) their address, phone  
26 number, and email (if they have one); and (d) their signature (handwritten or typed). Any request for  
27 exclusion or opt-out must be postmarked or submitted no more than forty-five (45) days after the initial  
28 distribution of the Notice. Class Members must opt out of the Settlement Class individually.

1           13.     **Failure to Opt Out of the Settlement** – Any Class Member who does not timely and  
2 validly request exclusion from the Settlement in the manner stated in this order: (a) shall be deemed to  
3 have waived their right to be excluded from the Classes; (b) shall be bound by the provisions of the  
4 Settlement and all proceedings, determinations, orders, and judgments in the Action; and (c) fully,  
5 finally, and forever release, relinquish, and discharge, any and all claims, demands, rights, damages,  
6 obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state,  
7 or local) of every nature and description whatsoever, accrued or unaccrued, ascertained or  
8 unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims, up to  
9 the Notice Date that were asserted or that could have been reasonably asserted in this Action against  
10 any or all of the Released Parties that arise out of or are related in any way to Equity Residential  
11 charging or collecting the Standard Late Fee or Woodland Park \$50 Late Fee (except to the extent that  
12 such late fees are at issue in any Class Member’s unlawful detainer action and have not been adjusted  
13 in accordance with this Settlement).

14           14.     **Objecting to the Settlement** – Any Class Member who does not opt out of the  
15 Settlement may object to any aspect of the Settlement. A written objection to the Settlement must  
16 (i) clearly identify the case name and number; (ii) be submitted to the Court by filing the written  
17 objection through the Court’s Case Management/Electronic Case Files (“CM/ECF”) system, by  
18 mailing the written objection to the Class Action Clerk for United States District Court for the  
19 Northern District of California, Oakland Division, 1301 Clay Street, Oakland, California 94612, or by  
20 filing the written objection in person at any location of the United States District Court for the  
21 Northern District of California; (iii) state whether it applies only to the objector, to a specific subset of  
22 the Classes, or to the entire Standard Late Fee Class or Woodland Park Preexisting Lease Class, and  
23 also state with specificity the grounds for the objection; (iv) be signed by the objector and state their  
24 full name and current address; and (iv) be filed, postmarked, or submitted in person no later than forty-  
25 five (45) days after initial distribution of the Notice.

26           15.     The procedures and requirements for filing objections in connection with the Fairness  
27 Hearing are intended to ensure the efficient administration of justice and the orderly presentation of  
28

any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

16. **Case Schedule** – In accordance with the above, the Court adopts the following schedule:

- a. Within twenty-eight (28) days after entry of this Order, Notice in the form of the email notice attached as part of Exhibit 3 to the Settlement Agreement, shall be emailed to all Standard Late Fee Class Members, and Notice in the form of the email notice attached as part of Exhibit 4 to the Settlement Agreement shall be emailed to all Woodland Park Preexisting Lease Class Members. Notice in the form of the postcard notice attached as part of Exhibit 3 to the Settlement Agreement shall be mailed to all Standard Late Fee Class Members with no known valid email address, and Notice in the form of the postcard notice attached as part of Exhibit 4 to the Settlement Agreement shall be mailed to all Woodland Park Preexisting Lease Class Members with no known valid email address, using the mailing and email addresses from Defendants' records or as provided by the National Change of Address Database or the Email Change of Address Database. This date shall be known as the "Class Notice Date."
- b. By [the date thirty-eight (38) days after entry of this Order], Plaintiffs shall file a Motion for an Award of Reasonable Attorneys' Fees, Costs, and Expenses, and a Motion for Class Representative Service Awards. Any responses shall be due on [the date two (2) weeks after the filing of Plaintiffs' Motion for an Award of Reasonable Attorneys' Fees, Costs, and Expenses, and a Motion for Class Representative Service Awards], and Plaintiffs' reply briefs shall be due on [the date one (1) week after Equity's response to Plaintiffs' Motion for an Award of Reasonable Attorneys' Fees, Costs, and Expenses, and a Motion for Class Representative Service Awards]. The hearing on those Motions shall be concurrent with the Fairness Hearing.

- 1 c. The deadline to object to the Settlement or to opt out of the Settlement Class shall  
2 be forty-five (45) days after the date on which Class Notice is initially issued.
- 3 d. Plaintiffs shall file a Motion for Final Approval by [the date twelve (12) weeks after  
4 entry of this Order]. Any responses to Plaintiffs' Motion for Final Approval shall  
5 be due on [the date two (2) weeks after the filing of Plaintiffs' Motion for Final  
6 Approval], and Plaintiffs' reply shall be due on [one (1) week after Equity's  
7 response to Plaintiffs' Motion for Final Approval]. The Parties shall file responses  
8 to objections, if any, by [the date one week before the Final Fairness Hearing].

9 17. In the event the Court does not grant final approval of the Settlement, then the  
10 Settlement and all orders and findings entered in connection with the Settlement shall become null and  
11 void and be of no further force and effect whatsoever, shall not be used or referred to for any purpose  
12 whatsoever, and shall not be admissible or discoverable in this or any other proceeding.

13 18. All other proceedings in this case, other than proceedings necessary to carry out or  
14 enforce the terms and conditions of this Settlement and the Preliminary Approval Order, are stayed  
15 pending the Fairness Hearing.

16  
17 **IT IS SO ORDERED.**

18  
19 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. JEFFREY S. WHITE  
United States District Judge



# EXHIBIT 3

# Exhibit A

## **Long-Form Notice to Be Posted on Case-Specific Website**



United States District Court  
*Munguia-Brown, et al. v. Equity Residential, et al.*  
Case No. 4:16-cv-01225-JSW-TSH

# Class Action Notice

***Authorized by the U.S. District Court***

Records show that you are or were an Equity Residential tenant in California who was charged a late fee of 5% of rent, minimum \$50, for the first time between September 3, 2010 and October 28, 2022.

Based on a lawsuit settlement, you may have the right to receive a payment and/or a credit.

Read this notice to learn about your rights.

## Important things to know:

- If you were charged a late fee while a tenant at an Equity Residential property in California for the first time between September 3, 2010 and October 28, 2022, you may be included in a class action settlement and entitled to a partial refund of the late fees you paid and/or a partial credit for late fees you were charged but did not pay by April 30, 2024.
- If you paid late fees by April 30, 2024, you will automatically receive a partial refund of the late fees you were charged and paid, unless you opt out of the settlement. (For more information about opting out of the settlement, see page XX below). If you were charged late fees but did not pay them by April 30, 2024, you already have received, or will automatically receive, a credit to your tenant account, an adjustment to your credit file with the applicable debt collection agency, or a check. Credits are applied on the basis of ResidentIDs, which may

be shared by co-tenant Class Members. You cannot opt out of receiving credits for late fees that you were charged but did not pay by April 30, 2024.

For more details about the case and the settlement, go to: [website].

**Para asistencia en español, por favor visite [website].**

## About This Notice

### Why did I get this notice?

There is a proposed settlement of a class action lawsuit that was filed on September 3, 2014. The case was brought on behalf of Equity Residential tenants in California who were charged Equity Residential's Standard Late Fee of 5% of rent, minimum \$50, for the first time between September 3, 2010 and October 28, 2022. It was also brought on behalf of tenants who had a non-Equity Residential lease while living at the "Woodland Park" property in East Palo Alto, California, when it was owned by Equity Residential from December 1, 2011 to February 2016, and were charged at least one \$50 late fee during that time. Woodland Park tenants are receiving their own class action notice.

The case has settled after 11 years of litigation, including a trial.

**You received this notice because you are a member of this group of tenants, called the "class."** Under the settlement, class members who paid Standard Late Fees to Equity by April 30, 2024 are entitled to partial refunds of those late fees. Class members who were charged the Standard Late Fee but did not pay it by April 30, 2024 already have received, or will receive, a partial credit to their Equity Residential tenant accounts, adjustments to their credit files with the applicable debt collection agencies, or a check.

This notice describes the proposed settlement, explains your rights, and helps you decide what to do next.

### What do I do next?

Read this notice and decide which of the following options you want to take:

Options	More information about each option
<b>Do Nothing</b>	If you do nothing, you will receive a check in the mail and/or Equity Residential has already provided, or will provide, a credit to your tenant

	account, an adjustment to your credit file with the applicable debt collection agency, or a check, and you will be part of the settlement. For units with leases shared by more than one class member (i.e., co-tenants), the award under this settlement will be divided equally among co-tenants.
<b>Opt Out If You Paid Late Fees by April 30, 2024</b>	If you paid the Standard Late Fee by April 30, 2024 and you opt out of the settlement, you won't receive any refund of the late fees you were charged and paid. You would have the right to file your own lawsuit against Equity Residential or the other Defendants.
<b>If You Were Charged But Did Not Pay Late Fees by April 30, 2024</b>	You cannot opt out of receiving credits for late fees you were charged but did not pay as of April 30, 2024.
<b>Object</b>	You can also stay in the class but tell the Court that you don't like the settlement. If the Court approves the settlement, you will still receive a payment and/or credit.

## Key dates

Deadline to opt out or object: **[date]**

Final settlement approval hearing: **[date]**

## About the Lawsuit

### What is this lawsuit about?

This lawsuit is about whether Equity Residential owes certain California tenants a partial refund of the Standard Late Fee (5% of monthly recurring charges, minimum \$50) that Equity charged its California tenants from September 3, 2010 to April 30, 2024. There was a trial in June 2023, and the Court decided that Equity's Standard Late Fee is unlawful and that Equity is required to pay back late fees that class members paid, minus Equity's cost of late rent collection. The Parties decided to settle the case instead of continuing to litigate it through an appeal.

There is another case, called *Van Cott v. Equity Residential*, that also

### What is a class action settlement?

A class action settlement is an agreement between parties to resolve the case. Settlements can provide money or other benefits to class members.

reached a settlement that has been approved by the Court. That lawsuit covers different groups of tenants depending on the date they were first charged the Standard Late Fee.

Equity Residential denies that it did anything wrong.

## Why is there a settlement in this lawsuit?

In November 2025, the parties agreed to a settlement to end the lawsuit. Both sides want to avoid the risk, delay, and expense of more litigation.

## What happens next?

You can remain part of the settlement, meaning that you give up your ability to sue Equity Residential and the other Defendants on these same issues. Or, if you paid late fees by April 30, 2024, you can choose not to be part of the settlement, which means you will not receive any refund of late fees you paid, but you would still be able to bring your own lawsuit. This is called “opting out.” You cannot opt out of receiving credits for late fees that were charged but that you did not pay as of April 30, 2024. Any class member who was charged the Standard Late Fee, whether or not they paid it, can also object to the settlement if they don’t like it.

Because a class action decides the rights of all class members, the Court must evaluate the settlement and decide whether to approve it. Refunds for late fees class members paid will be made only after the Court approves the settlement. If the Court does not approve the settlement, the settlement will not happen, and the lawsuit will continue.

The Court will hold a hearing about whether to approve the settlement and Class Counsel’s anticipated request for attorneys’ fees.

The hearing will be on [date] at [time] at:  
California Northern District Court  
Courtroom 5, 2nd Floor  
1301 Clay Street, Oakland, CA 94612

The scheduled hearing date could change. You can check the date at: [\[website\]](#). You can also check that website to see if the hearing will be on Zoom.

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at: [\[website\]](#)

You can attend the settlement approval hearing. You can also ask the Court for permission to speak and express your opinion about the settlement. You can also hire your own lawyer at your own expense.

## About the Settlement

### What money does the settlement provide?

Defendants will pay \$22,707,238.38 to refund class members for the late fees they paid between September 3, 2010 and April 30, 2024: those class members will be refunded 87% of the difference between the total late fees they paid minus Equity Residential's actual costs for collecting each of the Class member's late rent payments, as calculated by an expert hired by Class Counsel. For units with leases shared by more than one class member (i.e., co-tenants), the refund will be divided equally among co-tenants.

For tenants who were charged late fees between September 3, 2010 and April 30, 2024, but did not pay those late fees by April 30, 2024, Equity Residential already has provided, or will provide, a credit to those tenants' accounts with Equity, adjustments to their credit files with the applicable debt collection agencies, or a check. Equity will credit these class members with the net amount of the fee minus \$22.51 for any late fee charged prior to May 1, 2022 and \$31.98 for any late fee charged beginning May 1, 2022. These amounts represent the average actual costs for collecting late rent during each of these time periods, as calculated by an expert hired by Class Counsel. Some of these credits have already been applied, and you may have already seen them on your account. The credit amounts are separate from the \$22,707,238.38 Equity agreed to pay the Classes for this settlement, and class members cannot opt out of receiving them.

Separate from these payments, Defendants will also pay to administer the settlement (expected to be approximately \$300,000).

Plaintiffs will also ask the Court to order Equity Residential to pay Class Counsel \$17,227,761.62 for their attorneys' fees and costs, which is less than 75% of the total amount that they incurred from 11 years of litigating this case. They will also ask the Court to make a \$25,000 payment to each of the five tenants who brought this lawsuit for the time and effort they put into the case and the risks they took, including testifying at trial. These payments will only be made if the Court approves them and will not come out of the \$22,707,238.38 for class members.

Class members will “release” their claims as part of the settlement, which means they cannot sue Equity Residential or the other Defendants again for charging or collecting the Standard Late Fee or the Woodland Park \$50 Late Fee (which is described in the settlement agreement). You can read the full terms of the settlement at: [\[website\]](#).

Class members who receive checks will have 180 days to cash them. If class members do not cash their checks in time, their payments will be sent to the state of California’s Unclaimed Property program.

## How do I get a payment or credit?

If the Court approves the settlement and you are entitled to a refund, you do not need to do anything. You will receive a check in the mail, and you will be bound by the settlement.

If the Court approves the settlement and you are entitled to a credit, you don’t need to do anything. A credit either already has been or will be applied to your tenant account or to your file with the applicable debt collection agency. If you paid a Standard Late Fee after April 30, 2024 but are no longer an Equity tenant, you may receive a check for these credits.

## How much will I be paid or credited?

If you are a class member, you should have received an email or postcard containing an estimate of either the amount of the payment you can expect to receive under the settlement and/or the amount of credit that has been or will be applied. If you did not receive the notice, or have any questions, you can visit [\[website\]](#) or call [\[number\]](#).

## When will I get my payment or credit?

Class members will not be paid until at least 42 days after the Effective Date of the settlement. Payments will not be made until at least late in 2026.

Please update your contact information with the settlement administrator at [\[website\]](#) or [\[number\]](#).

## Do I have a lawyer in this lawsuit?

In a class action, the court appoints lawyers to represent the interests of all the class members. For this case, the court appointed the following lawyers as Class Counsel:



Linda M. Dardarian, Esq. Andrew P. Lee, Esq. Katharine Trabucco, Esq. <b>Dardarian Ho Kan &amp; Lee</b> 155 Grand Avenue Suite 900 Oakland, CA 94612 (800) 245-6958 <a href="mailto:equitylatefees@dhkl.law">equitylatefees@dhkl.law</a>	Margaret McBride, Esq. <b>Community Legal Services in East Palo Alto</b> 1861 Bay Road East Palo Alto, CA 94303 (650) 326-6440 <a href="#">[email]</a>	Craig Nicholas, Esq. Alex Tomasevic, Esq. <b>Nicholas &amp; Tomasevic LLP</b> 225 Broadway, 19th Floor San Diego, CA 92101 (619) 325-0492 <a href="#">[email]</a>
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You can also hire your own lawyer at your own expense.

## Do I have to pay the lawyers in this lawsuit?

So far, your lawyers have not been paid any money for their work on this case or costs they have paid to litigate it. Class Counsel will ask the Court to pay their attorneys' fees, expenses, and costs separate from the amount of restitution being paid to Class Members. **You do not have to pay anything to the lawyers.**

The settlement allows the Court to approve a reasonable payment to the lawyers. Class Counsel expect to ask the Court to approve payment in the amount of \$17,227,761.62 for the 11 years of work, expenses, and costs that they have put into this case.

## Opting Out of the Settlement

### What if I don't want to be part of this settlement?

You can only opt out of the settlement if you paid late fees by April 30, 2024 and don't want to get a refund from this case. If you opt out, you will not receive a payment, but you will have the right to file your own case against Equity Residential or the other Defendants. You cannot opt out of receiving credits for late fees that you were charged but did not pay by April 30, 2024.

To opt out, you must mail or email your request to opt out by [\[date\]](#) to:

[Settlement Administrator]  
[Street address, City, State, Zip Code]  
[Email]

Include the case name and number, your full name and all other names used while living at Equity properties, address, phone number, email (if you have one), and your signature (handwritten or typed).

# Objecting to the Settlement

## What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you can object. You must say why you think the Court should not approve the settlement and whether your objection applies to just you, a part of the class, or the entire class. The Court will consider this when it decides whether to approve or reject the settlement. The Court cannot change the settlement. If you choose to object to the settlement, you can hire a lawyer to help you with it, or you can object without hiring a lawyer.

To object, you must submit your objection by [date]:

You can mail the objection to:

Class Action Clerk

U.S. District Court for the Northern District of California

1301 Clay Street, Oakland, CA 94612

You can also file the objection electronically or in person at any location of the United States District Court for the Northern District of California, which has courthouses in Oakland, San Francisco, and San Jose.

Your written objection must include:

- (a) your full name;
- (b) current address;
- (c) a written statement of your objection(s) and the specific reasons for each objection;
- (d) a statement of whether your objection(s) apply only to you, to a specific subset of the class, or to the entire class;
- (e) your signature; and
- (f) the case name and case number (*Munguia-Brown, et al. v. Equity Residential, et al.*, No. 4:16-cv-01225-JSW).

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing on [date] at [time], either in person or through your own attorney.

## Key Resources

- All settlement documents can be found here: [website]
- For questions about the settlement, call: [phone]
- You are welcome to contact the Settlement Administrator or attorneys listed above with any questions. Please do not contact the Court or Defendants.

- You can also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.
- **Para asistencia en español, por favor visite [website].**

# Exhibit B

**E-Mail Notice to Be Sent to Class Members with a  
Valid E-Mail Address in Equity's Tenant Ledger  
Database**

To: [insert]

**Subject:** Notice About Settlement of Lawsuit Regarding Equity Residential Late Fees

### **LEGAL NOTICE**

**Equity Residential's records show that you are or were a tenant of an Equity Residential property in California and you were charged a late fee of 5% of your monthly rent, minimum \$50, for the first time between September 3, 2010 to October 28, 2022. You are a class member in this class action settlement, which may affect your rights.**

A federal court ordered this notice. This is not an advertisement. **PLEASE READ THIS ENTIRE NOTICE CAREFULLY.**

#### **Why did I get this notice?**

There is a proposed settlement of a class action lawsuit that was filed on September 3, 2014. The lawsuit, called *Munguia-Brown, et al. v. Equity Residential, et al.*, Case No. 4:16-cv-01225-JSW-TSH, challenged the Standard Late Fee (5% of rent, minimum \$50) that Equity Residential charged to California tenants for the first time between September 3, 2010 and October 28, 2022. Equity Residential denies any wrongdoing. The lawsuit has now settled after 11 years of litigation, including a trial.

The settlement applies to all Equity Residential tenants in California who were charged Equity Residential's Standard Late Fee of 5% of rent, minimum \$50, *for the first time* at some point between September 3, 2010 and October 28, 2022. Tenants who were charged the Standard Late Fee for the first time after October 28, 2022 are covered by a different case.

You received this notice because Equity Residential's records show that you lived at an Equity Residential property in California, and Equity Residential charged you (and/or your co-lessees) the Standard Late Fee for the first time between September 3, 2010 and October 28, 2022. You and other tenants who were charged the Standard Late Fee during that time period are called the "class" and are part of this settlement.

You will automatically be included as a member of this class unless you take steps to exclude yourself from this case. If you stay in the settlement, you will give up your right to sue Equity Residential for charging or collecting the Standard Late Fee. More information about the settlement can be found at [website].

#### **What money does the settlement provide?**

Each class member who paid the Standard Late Fee by April 30, 2024 will get a refund of 87% of the difference between the total amount they paid for late fees charged between September 3, 2010 and April 30, 2024, minus Equity Residential's actual costs for collecting the class member's late rent, as calculated by an expert hired by Class Counsel. For units with leases

shared by more than one class member (co-tenants), the refund will be divided equally among co-tenants.

Each Class member who was charged the Standard Late Fee between September 3, 2010 and April 30, 2024, but did not pay it by April 30, 2024, has already received, or will receive, a credit to your tenant account or your file with the applicable collection agency or a check in the amount of the fee charged minus \$22.51 for any late fee charged prior to May 1, 2022 and \$31.98 for any late fee charged beginning May 1, 2022. These amounts represent Equity's average actual costs for collecting late rent during each of these time periods, as calculated by an expert hired by Class Counsel. Some of these credits may have already been applied. Credits are applied on the basis of ResidentIDs, which may be shared by class members.

**Under the settlement you will receive an estimated refund of \$[dollar amount] for late fees you paid by April 30, 2024. [AND/OR] Equity Residential has provided or will provide approximately \$[dollar amount] in credits for late fees you and your co-tenants were charged but did not pay by April 30, 2024.**

### **Who represents Class Members?**

The Court has appointed the Plaintiffs' lawyers in this case to represent the Class ("Class Counsel"). Those lawyers are: Dardarian Ho Kan & Lee, in Oakland, California; Community Legal Services in East Palo Alto, California; and Nicholas & Tomasevic, LLP, in San Diego, California. More information about these lawyers and their law firms is available on their websites: [www.dhkl.law](http://www.dhkl.law), [www.clespa.org](http://www.clespa.org), and [www.nicholaslaw.org](http://www.nicholaslaw.org). These lawyers represent you. You do not have to pay them to stay in this case and get your payment. You may hire your own lawyer to appear in Court for you, but if you do, you will be responsible for paying that lawyer.

### **Do you need to do anything at this time?**

If you want to be included in the Class and this settlement, you do not need to do anything at this time.

If you do nothing and the Court approves the settlement, you will either receive a check in the mail or Equity Residential has provided or will provide a credit to your tenant account or your file with the applicable debt collection agency or a check, and you will give up the right to bring your own separate lawsuit against Equity Residential challenging the Standard Late Fee.

Alternatively, if you paid the Standard Late Fee by April 30, 2024 but don't want to get a refund from this settlement, you can opt out of the settlement. If you opt out, you will not receive a payment, but you can still bring your own case against Equity Residential for charging you and collecting the Standard Late Fee. To opt out, you have to mail or email your request to opt out by [date] to the Settlement Administrator:

[Settlement Administrator Name / Address]

You cannot opt out of receiving a credit for late fees you were charged but did not pay by April 30, 2024.

**Where to get more information?**

This notice is only a summary. For more information on this lawsuit, please visit [\[linked to full notice\]](#) or call [\[number\]](#). Please do not contact the Court or Defendants.

# Exhibit C

**Postcard Notice to Be Mailed to Class Members  
with No or Invalid E-Mail Address (or Whose E-  
Mail Notice Is Returned as Non-Deliverable)**



United States District Court, Northern District of California  
*Munguia-Brown, et al. v. Equity Residential, et al.*, Case No. 4:16-cv-01225-JSW-TSH

**Equity Residential's records show that you were a tenant of an Equity Residential property in California and you were charged a late fee of 5% of monthly rent, minimum \$50, for the first time between September 3, 2010 and October 28, 2022. You are a class member in this class action settlement which may affect your rights.**

**Please read this entire notice carefully.**

The proposed settlement applies to all Equity Residential tenants in California who were charged Equity's Standard Late Fee of 5% of rent, minimum \$50, *for the first time* between September 3, 2010 and October 28, 2022. Each class member who paid the Standard Late Fee by April 30, 2024 will get a refund of 87% of the difference between the total late fees they paid between September 3, 2010 and April 30, 2024, minus Equity Residential's actual costs for collecting the class member's late rent, as calculated by an expert hired by Class Counsel. For units with leases shared by more than one class member (co-tenants), the refund will be divided equally among co-tenants. Each class member who was charged the Standard Late Fee between September 3, 2010 and April 30, 2024, but did not pay it by April 30, 2024, has already received, or will receive, a credit to their tenant account or your file with the applicable debt collection agency or a check in the amount of the fee charged minus \$22.51 for any late fee charged prior to May 1, 2022 and \$31.98 for any late fee charged beginning May 1, 2022. These amounts represent Equity's average actual costs for collecting late rent during each of these time periods, as calculated by an expert hired by Class Counsel. Some of these credits may have already been applied to your account. Credits are applied on the basis of ResidentIDs, which may be shared by class members.

**Under the settlement you will receive an estimated refund of \$[dollar amount] for late fees you paid by April 30, 2024 [AND/OR] Equity Residential has provided or will provide approximately \$[dollar amount] in credits for late fees you and your co-tenants were charged but did not pay by April 30, 2024.**

**If you want to be included in the Class and this settlement, you do not need to do anything at this time.**

If you do nothing and the Court approves the settlement, you will receive a check in the mail and/or Equity Residential has provided or will provide the credit to your tenant account or your file with the applicable debt collection agency or a check, and you cannot bring your own lawsuit against Equity Residential for charging or collecting the Standard Late Fee.

**You can opt out of the settlement.** If you paid the Standard Late Fee by April 30, 2024 but don't want to get a refund from this settlement, you can opt out of the case. If you opt out, you will not receive a refund payment, but you will keep the right to bring your own case against Equity Residential for charging or collecting the Standard Late Fee. To opt out, you have to mail or email your request to opt out by [date] to the Settlement Administrator: [Settlement Administrator Name / Address]. You cannot opt out of receiving a credit for late fees you were charged but did not pay by April 30, 2024.

The Court has appointed three law firms to represent the Class ("Class Counsel"). You don't have to pay Class Counsel. They will ask the Court to pay them as part of the settlement – separately from the payments to class members.

This notice is only a summary. For more information about this lawsuit or your options, visit [website].

# **EXHIBIT 4**

# Exhibit A

**Long-Form Notice to Be Posted on Case-Specific  
Website**



United States District Court  
*Munguia-Brown, et al. v. Equity Residential, et al.*  
Case No. 4:16-cv-01225-JSW-TSH

# Class Action Notice

***Authorized by the U.S. District Court***

Equity Residential's records show that you had a non-Equity Residential lease while living at the "Woodland Park" property in East Palo Alto, California, when it was owned by Equity Residential from December 1, 2011 to February 2016, and were charged at least one \$50 late fee during that time.

Based on a lawsuit settlement, you may have the right to receive a payment and/or a credit.

Read this notice to learn about your rights.

## Important things to know:

- If you had a non-Equity Residential lease and were charged a late fee while a tenant at the "Woodland Park" property in East Palo Alto, California, from December 1, 2011 to February 2016, you may be included in a class action settlement and entitled to a partial refund of the late fees you paid and/or a partial credit for late fees you were charged but did not pay by April 30, 2024.

- If you paid late fees by April 30, 2024, you will automatically receive a partial refund of the late fees you were charged and paid, unless you opt out of the settlement. (For more information about opting out of the settlement, see page XX below). If you were charged late fees but did not pay them by April 30, 2024, you already have received, or will automatically receive an adjustment to your credit file with the applicable debt collection agency or a check if you have since paid the late fees. Credits are applied on the basis of ResidentIDs, which may be shared by co-tenant Class Members. You cannot opt out of receiving credits for late fees that you were charged but did not pay by April 30, 2024.

For more details about the case and the settlement, go to: [website].

**Para asistencia en español, por favor visite [website].**

## About This Notice

### Why did I get this notice?

There is a proposed settlement of a class action lawsuit that was filed on September 3, 2014. The case was brought on behalf of Equity Residential tenants in California who were charged Equity Residential's Standard Late Fee of 5% of rent, minimum \$50, for the first time between September 3, 2010 and October 28, 2022 ("Standard Late Fee Class"), as well as tenants who had a non-Equity Residential lease while living at the "Woodland Park" property in East Palo Alto, California, when it was owned by Equity Residential from December 1, 2011 to February 2016, and were charged at least one \$50 late fee during that time ("Woodland Park Preexisting Lease Class"). The case has settled after 11 years of litigation, including a trial.

**You received this notice because you are a member of the group of tenants called the "Woodland Park Preexisting Lease Class."** Under the settlement, class members who paid the Woodland Park \$50 Late Fee are entitled to partial refunds of those late fees. Class members who were charged the Woodland Park \$50 Late Fee but did not pay it by April 30, 2024 already have received, or will receive adjustments to their credit files with the applicable debt collection agencies or a check if they have since paid the late fees.

This notice describes the proposed settlement, explains your rights, and helps you decide what to do next.

## What do I do next?

Read this notice and decide which of the following options you want to take:

Options	More information about each option
<b>Do Nothing</b>	If you do nothing, you will receive a check in the mail and/or Equity Residential has already provided, or will provide an adjustment to your credit file with the applicable debt collection agency, and you will be part of the settlement. For units with leases shared by more than one class member (co-tenants), the payment to your unit will be divided equally among co-tenants.
<b>Opt Out If You Paid Late Fees by April 30, 2024</b>	If you paid the Woodland Park \$50 Late Fee to Equity by April 30, 2024 and you opt out of the settlement, you won't receive any refund of the late fees you were charged and paid. You would have the right to file your own lawsuit against Equity Residential or the other Defendants.
<b>If You Were Charged But Did Not Pay Late Fees by April 30, 2024</b>	You cannot opt out of receiving credits for late fees you were charged but did not pay as of April 30, 2024.
<b>Object</b>	You can also stay in the class but tell the Court that you don't like the settlement. If the Court approves the settlement, you will still receive a payment and/or credit.

## Key dates

Deadline to opt out or object: [date]

Final settlement approval hearing: [date]

# About the Lawsuit

## What is this lawsuit about?

This lawsuit is about whether Equity Residential owes certain California tenants a partial refund of the Woodland Park \$50 Late Fee that Equity charged tenants with non-Equity Residential leases, who resided at the “Woodland Park” property in East Palo Alto, California, when it was owned by Equity Residential from December 1, 2011 to February 2016. (The lawsuit is also about the late fee that Equity charged the Standard Late Fee Class.) There was a trial in June 2023, and the Court decided that Equity’s Woodland Park \$50 Late Fee was unlawful and that Equity is required to pay back late fees that class members paid, minus Equity’s cost of late rent collection. The Parties decided to settle the case instead of continuing to litigate it through an appeal.

Equity Residential denies that it did anything wrong.

### What is a class action settlement?

A class action settlement is an agreement between parties to resolve the case. Settlements can provide money or other benefits to class members.

## Why is there a settlement in this lawsuit?

In November 2025, the parties agreed to a settlement to end the lawsuit. Both sides want to avoid the risk, delay, and expense of more litigation.

## What happens next?

You can remain part of the settlement, meaning that you give up your ability to sue Equity Residential and the other Defendants on these same issues. Or, if you paid late fees by April 30, 2024, you can choose not to be part of the settlement, which means you will not receive any payment, but you would still be able to bring your own lawsuit. This is called “opting out.” You cannot opt out of receiving credits for late fees that were charged but that you did not pay as of April 30, 2024. Any class member who was charged the Woodland Park \$50 Late Fee, whether they paid it or not, can also object to the settlement if they don’t like it.

Because a class action decides the rights of all class members, the Court must evaluate the settlement and decide whether to approve it. Refunds for late fees class members paid will be made only after the Court approves the settlement. If the Court does not approve the settlement, the settlement will not happen, and the lawsuit will continue.

The Court will hold a hearing about whether to approve the settlement and Class Counsel’s anticipated request for attorneys’ fees and costs.

The hearing will be on [date] at [time] at:  
California Northern District Court  
Courtroom 5, 2nd Floor  
1301 Clay Street, Oakland, CA 94612

The scheduled hearing date could change. You can check the date at: [\[website\]](#). You can also check that website to see if the hearing will be on Zoom.

You can attend the settlement approval hearing. You can also ask the Court for permission to speak and express your opinion about the settlement. You can also hire your own lawyer at your own expense.

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at: [\[website\]](#)

## About the Settlement

### What money does the settlement provide?



Defendants will pay \$22,707,238.38 to refund class members for late fees they paid: those class members will be refunded 87% of the difference between the total late fees they paid minus Equity Residential's actual costs for collecting each of the class member's late rent payments, as calculated by an expert hired by Class Counsel. For units with leases shared by more than one class member (co-tenants), the refund will be divided equally among co-tenants.

For tenants who were charged late fees between September 3, 2010 and April 30, 2024, but did not pay those late fees by April 30, 2024, Equity Residential already has provided, or will provide adjustments to their credit files with the applicable debt collection agencies, or a check to tenants who have since paid the late fees. Equity will credit these class members with the net amount of the fee minus \$22.51 for any Woodland Park \$50 Late Fee charged. This amount represents the average actual costs for collecting late rent during the applicable time period, as calculated by an expert hired by Class Counsel. Some of these credits have already been applied. The credit amounts are separate from the \$22,707,238.38 Equity agreed to pay the Classes for this settlement, and class members cannot opt out of receiving them.

Separate from these payments, Defendants will also pay to administer the settlement (expected to be approximately \$300,000).

Plaintiffs will also ask the Court to order Equity Residential to pay Class Counsel \$17,227,761.62 for their attorneys' fees and costs, which is less than 75% of the total amount that they incurred from 11 years of litigating this case. They will also ask the Court to make a \$25,000 payment to each of the five tenants who brought this lawsuit for the time and effort they put into the case and the risks they took, including testifying at trial. These payments will only be made if the Court approves them and will not come out of the \$22,707,238.38 for class members.

Class members will "release" their claims as part of the settlement, which means they cannot sue Equity Residential or the other Defendants again for charging or collecting the Woodland Park \$50 Late Fee or the Standard Late Fee (which is described in the settlement agreement). You can read the full terms of the settlement at: [\[website\]](#).

Class members who receive checks will have 180 days to cash them. If class members do not cash their checks in time, their payments will be sent to the state of California's Unclaimed Property program.

## How do I get a payment or credit?

If the Court approves the settlement and you are entitled to a refund, you do not need to do anything. You will receive a check in the mail, and you will be bound by the settlement.

If the Court approves the settlement and you are entitled to a credit, you don't need to do anything. A credit either already has been or will be applied to your file with the applicable debt collection agency or you will receive a check if you paid the late fees after April 30, 2024.

## How much will I be paid or credited?

If you are a class member, you should have received an email or postcard containing the estimated amount of the payment you can expect to receive and/or the amount of credit that has been or will be applied. If you did not receive the notice, or have any questions, you can visit [website] or call [number].

## When will I get my payment?

Class members will not be paid until at least 42 days after the Effective Date of the settlement. Payments will not be made until at least late in 2026.

Please update your contact information with the settlement administrator at [website] or [number].

## Do I have a lawyer in this lawsuit?

In a class action, the court appoints lawyers to represent the interests of all the class members. For this case, the court appointed the following lawyers as Class Counsel:

Linda M. Dardarian, Esq. Andrew P. Lee, Esq. Katharine Trabucco, Esq. <b>Dardarian Ho Kan &amp; Lee</b> 155 Grand Avenue Suite 900 Oakland, CA 94612 (800) 245-6958 equitylatefees@dhkl.law	Margaret McBride, Esq. <b>Community Legal Services in East Palo Alto</b> 1861 Bay Road East Palo Alto, CA 94303 (650) 326-6440 [email]	Craig Nicholas, Esq. Alex Tomasevic, Esq. <b>Nicholas &amp; Tomasevic LLP</b> 225 Broadway, 19th Floor San Diego, CA 92101 (619) 325-0492 [email]
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You can also hire your own lawyer at your own expense.

## Do I have to pay the lawyers in this lawsuit?

So far, your lawyers have not been paid any money for their work on this case or costs they have paid to litigate it. Class Counsel will ask the Court to pay their attorneys' fees, expenses and costs separate from the amount of restitution being paid to class members. **You do not have to pay anything to the lawyers.**

The settlement allows the Court to approve a reasonable payment to the lawyers. Class Counsel expect to ask the Court to approve payment in the amount of \$17,227,761.62 for the 11 years of work, expenses, and costs that they have put into this case.

## Opting Out of the Settlement

### What if I don't want to be part of this settlement?

You can only opt out of the settlement if you paid late fees by April 30, 2024 and don't want to get a refund from this case. If you opt out, you will not receive a payment, but you will have the right to file your own case against Equity Residential or the other Defendants. You cannot opt out of receiving credits for late fees that you were charged but did not pay by April 30, 2024.

To opt out, you must mail or email your request to opt out by [date] to:

[Settlement Administrator]  
[Street address, City, State, Zip Code]  
[Email]

Include the case name and number, your full name and all other names used while living at Equity properties, address, phone number, email (if you have one), and your signature (handwritten or typed).

## Objecting to the Settlement

### What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you can object. You must say why you think the Court should not approve the settlement and whether your objection applies to just you, a part of the class, or the entire class. The Court will consider this when it decides whether to approve or reject the settlement. The Court cannot change the settlement. If you choose to object to the settlement, you can hire a lawyer to help you with it, or you can object without hiring a lawyer.

To object, you must submit your objection by [date]:

You can mail the objection to:

Class Action Clerk

U.S. District Court for the Northern District of California

1301 Clay Street, Oakland, CA 94612

You can also file the objection electronically or in person at any location of the United States District Court for the Northern District of California, which has courthouses in Oakland, San Francisco, and San Jose.

Your written objection must include:

- (a) your full name;
- (b) current address;
- (c) a written statement of your objection(s) and the specific reasons for each objection;
- (d) a statement of whether your objection(s) apply only to you, to a specific subset of the class, or to the entire class;
- (e) your signature; and
- (f) the case name and case number (*Munguia-Brown, et al. v. Equity Residential, et al.*, No. 4:16-cv-01225-JSW).

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing on [date] at [time], either in person or through your own attorney.

## Key Resources

- All settlement documents can be found here: [website]
- For questions about the settlement, call: [phone]
- You are welcome to contact the Settlement Administrator or attorneys listed above with any questions. Please do not contact the Court or Defendants.
- You can also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.
- **Para asistencia en español, por favor visite [website].**

# Exhibit B

**E-Mail Notice to Be Sent to Class Members with a  
Valid E-Mail Address in Equity's Tenant Ledger  
Database**

To: [insert]

**Subject:** Notice About Settlement of Lawsuit Regarding Equity Residential Late Fees

## **LEGAL NOTICE**

**Equity Residential's records show that you had a non-Equity Residential lease while living at the "Woodland Park" property in East Palo Alto, California, when it was owned by Equity Residential from December 1, 2011 to February 2016, and were charged at least one \$50 late fee during that time. You are a potential class member in this class action settlement, which may affect your rights.**

A federal court ordered this notice. This is not an advertisement. **PLEASE READ THIS ENTIRE NOTICE CAREFULLY.**

### **Why did I get this notice?**

There is a proposed settlement of a class action lawsuit that was filed on September 3, 2014. The lawsuit, called *Munguia-Brown, et al. v. Equity Residential, et al.*, Case No. 4:16-cv-01225-JSW-TSH, challenged the Woodland Park \$50 Late Fee that Equity Residential charged to tenants of the Woodland Park Property in East Palo Alto, California, who had non-Equity Residential leases when Equity owned the property between December 1, 2011 and February 2016. Equity Residential denies any wrongdoing. The lawsuit has now settled after 11 years of litigation, including a trial.

You received this notice because Equity Residential's records show that you lived at the Woodland Park Property, had a non-Equity Residential lease, and Equity Residential charged you (and/or your co-lessees) the Woodland Park \$50 Late Fee at least once between December 1, 2011 and February 2016. You and other tenants who were charged the Woodland Park \$50 Late Fee during that time period are called the "class" and are part of this settlement.

You will automatically be included as a member of this class unless you take steps to exclude yourself from this case. If you stay in the settlement, you will give up your right to sue Equity Residential for charging or collecting the Woodland Park \$50 Late Fee. More information about the settlement can be found at [website].

### **What money does the settlement provide?**

Equity Residential will refund 87% of the difference between the total each class member paid for late fees charged between December 1, 2011 and February 2016, minus Equity Residential's actual costs for collecting the class member's late rent, as calculated by an expert hired by Class Counsel. For units with leases shared by more than one class member (co-tenants), the refund will be divided equally among co-tenants.

Each Class member who was charged the Woodland Park \$50 Late Fee but did not pay it by April 30, 2024, has already received, or will receive, a credit to your file with the applicable

collection agency or a check (if you have since paid the late fees) in the amount of the fee charged minus \$22.51 for any late fee charged. This amount represents Equity's average actual costs for collecting late rent during the applicable time period, as calculated by an expert hired by Class Counsel. Some of these credits may have already been applied. Credits are applied on the basis of ResidentIDs, which may be shared by co-tenant class members.

**Under the settlement you will receive an estimated refund of \$[dollar amount] for late fees you paid by April 30, 2024. [AND/OR] Equity Residential has provided or will provide approximately \$[dollar amount] in credits for late fees you and your co-tenants were charged but did not pay by April 30, 2024.**

### **Who represents Class Members?**

The Court has appointed the Plaintiffs' lawyers in this case to represent the Class ("Class Counsel"). Those lawyers are: Dardarian Ho Kan & Lee, in Oakland, California; Community Legal Services in East Palo Alto, California; and Nicholas & Tomasevic, LLP, in San Diego, California. More information about these lawyers and their law firms is available on their websites: [www.dhkl.law](http://www.dhkl.law), [www.clespa.org](http://www.clespa.org), and [www.nicholaslaw.org](http://www.nicholaslaw.org). These lawyers represent you. You do not have to pay them to stay in this case and get your payment. You may hire your own lawyer to appear in Court for you, but if you do, you will be responsible for paying that lawyer.

### **Do you need to do anything at this time?**

If you want to be included in the Class and this settlement, you do not need to do anything at this time.

If you do nothing and the Court approves the settlement, you will either receive a check in the mail or Equity Residential has provided or will provide a credit to your file with the applicable debt collection agency, and you will give up the right to bring your own separate lawsuit against Equity Residential challenging the Woodland Park \$50 Late Fee.

Alternatively, if you paid the Woodland Park \$50 Late Fee by April 30, 2024 but don't want to get a refund from this settlement, you can opt out of the settlement. If you opt out, you will not receive a payment, but you can still bring your own case against Equity Residential for charging you the Woodland Park \$50 Late Fee. To opt out, you have to mail or email your request to opt out by [date] to the Settlement Administrator:

[Settlement Administrator Name / Address]

You cannot opt out of receiving a credit for late fees you were charged but did not pay by April 30, 2024.

**Where to get more information?**

This notice is only a summary. For more information on this lawsuit, please visit [\[linked to full notice\]](#) or call [\[number\]](#). Please do not contact the Court or Defendants.



# Exhibit C

**Postcard Notice to Be Mailed to Class Members  
with No or Invalid E-Mail Address (or Whose E-  
Mail Notice Is Returned as Non-Deliverable)**

United States District Court, Northern District of California  
*Munguia-Brown, et al. v. Equity Residential, et al.*, Case No. 4:16-cv-01225-JSW-TSH

**Equity Residential's records show that you had a non-Equity Residential lease while living at the "Woodland Park" property in East Palo Alto, California, when it was owned by Equity Residential from December 1, 2011 to February 2016, and were charged at least one \$50 late fee during that time. You are a potential class member in this class action settlement which may affect your rights.**

**Please read this entire notice carefully.**

The proposed settlement applies to Equity Residential tenants who were charged Equity's Woodland Park \$50 Late Fee at least once between December 1, 2011 and February 2016. Each class member will receive 87% of the difference between the total Woodland Park \$50 Late Fees they paid between December 1, 2011 and February 2016, minus Equity Residential's actual costs for collecting the class member's late rent, as calculated by an expert hired by Class Counsel. For units with leases shared by more than one class member (co-tenants), the refund will be divided equally among co-tenants. Each class member who was charged the Woodland Park \$50 Late Fee but did not pay it by April 30, 2024, has already received, or will receive, a credit to your file with the applicable debt collection agency or a check in the amount of the fee charged (if the class member has since paid the late fees) minus \$22.51 for any late fee. These amounts represent Equity's average actual costs for collecting late rent during the applicable time period, as calculated by an expert hired by Class Counsel. Credits may have already been applied to your account. Credits are applied on the basis of ResidentIDs, which may be shared by co-tenant class members.

**Under the settlement you will receive an estimated refund of \$[dollar amount] for late fees you paid by April 30, 2024. [AND/OR] Equity Residential has provided or will provide approximately \$[dollar amount] in credits for late fees you and your co-tenants were charged but did not pay by April 30, 2024.**

If you want to be included in the Class and this settlement, you do not need to do anything at this time.

If you do nothing and the Court approves the settlement, you will receive a check in the mail and/or a credit to your file with the applicable debt collection agency, and you cannot bring your own lawsuit against Equity Residential for charging or collecting the Woodland Park \$50 Late Fee.

You can opt out of the settlement. If you paid the Woodland Park \$50 Late Fee by April 30, 2024 but don't want to get a refund from this settlement, you can opt out of the case. If you opt out, you will not receive a payment, but you will keep the right to bring your own case against Equity Residential for charging or collecting the Woodland Park \$50 Late Fee. To opt out, you have to mail or email your request to opt out by [date] to the Settlement Administrator: [Settlement Administrator Name / Address]. You cannot opt out of receiving a credit for late fees you were charged but did not pay by April 30, 2024.

The Court has appointed three law firms to represent the Class ("Class Counsel"). You don't have to pay Class Counsel. They will ask the Court to pay them as part of the settlement – separately from the payments to class members.

This notice is only a summary. For more information about this lawsuit or your options, visit [website].