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8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 COURTNEY VAN COTT, individually and  
on behalf of others similarly situated,

12 Plaintiffs,

13 v.

14 EQUITY RESIDENTIAL, a real estate  
15 investment trust; ERP OPERATING  
16 LIMITED PARTNERSHIP, a partnership;  
and EQUITY RESIDENTIAL  
17 MANAGEMENT, L.L.C.,

18 Defendants.

Case No. 4:25-cv-02358

**CLASSWIDE OFFER OF JUDGMENT**  
**PURSUANT TO RULE 68 OF THE**  
**FEDERAL RULES OF CIVIL**  
**PROCEDURE**

1           1.       Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Equity  
2 Residential, ERP Operating Limited Partnership, and Equity Residential Management, L.L.C.  
3 (collectively, “Equity”) hereby offer to allow Plaintiff and the putative class to take a judgment  
4 against Equity in the total amount of \$2,934,620.00 in satisfaction of all claims asserted by  
5 Plaintiff and the putative class, against Equity in this action, inclusive of all damages, costs,  
6 interest, and monetary and equitable relief of any kind, with attorney’s fees, costs, and the  
7 incentive award to be determined by the Court as detailed below in paragraph 4.

8           2.       For purposes of this offer, the putative class shall be defined as follows: All  
9 Equity Residential tenants in the State of California who, from October 29, 2022 through April  
10 30, 2024, were first charged one or more late fee(s) under Equity Residential’s former “Standard  
11 Late Fee” provision: 5% of the outstanding balance owed (capped at 5% of the total amount of  
12 monthly recurring charges) or \$50, whichever is greater (“the Class”).

13           3.       Judgment shall be entered as to Plaintiff and the Class’s claims for relief against  
14 Equity and providing \$2,272,224 in restitution for putative Class members who were assessed  
15 the Standard Late Fee between October 29, 2022 and April 30, 2024 and who paid such fee. The  
16 amount of restitution provided to each putative class members shall be based on the Standard  
17 Late Fees paid by that putative class member, minus \$31.98 per late fee charge. Judgment shall  
18 further include \$662,396 in account credits from Equity for putative class members who were  
19 assessed the Standard Late Fee between October 29, 2022 and April 30, 2024 and who did not  
20 pay such fees but still have them on their accounts as of April 3, 2025. Account credits for such  
21 putative class members shall be based on the Standard Late Fees assessed to such members,  
22 minus \$31.98 per late fee charge.

23           4.       Should Plaintiff accept this offer, Equity shall pay (a) class counsel any  
24 reasonable attorneys’ fees and costs incurred in this action, as determined by the Court, (b) if  
25 approved by the Court, an award of \$5,000.00 to Plaintiff Courtney Van Cott in recognition of  
26 her time and efforts as the named plaintiff in this putative class action, and (c) retain a settlement  
27 administrator and bear the reasonable costs associated with administration of the settlement.

1           5.     This offer of judgment is made on the following terms:

2           6.     The terms of this offer of judgment may not be altered by Plaintiff and/or the  
3 Class and must be accepted in full.

4           7.     This offer of judgment is a joint offer made on behalf of all Defendants, and is  
5 made in exchange for complete settlement of any and all claims, disputes, and controversies that  
6 were or could have been asserted in this action by Plaintiff and the Class in the above-captioned  
7 action against Equity (including any individual, entity, or attorney affiliated with Equity in any  
8 way), subject to the Court’s certification of the Class and approval of the class settlement in  
9 accordance with Federal Rule of Civil Procedure 23. If for any reason judgment is not entered  
10 consistent with the offer of judgment and settlement, the class shall not be certified, and this  
11 offer shall not be used as an admission by Equity that a class could be certified, or for any similar  
12 purpose. Similarly, if for any reason the class is not certified, the Court shall not enter judgment,  
13 and this offer shall not be used as an admission by Equity that judgment in this case is warranted,  
14 or for any similar purpose.

15          8.     Equity expressly denies each of the claims and allegations asserted and denies it  
16 has any liability in this case. Despite denying liability, Equity is making this offer of judgment in  
17 an attempt to minimize the burden and expense of defending against this litigation, to minimize  
18 the diversion of resources and personnel required by the defense of the action, and to put to rest  
19 all claims asserted or that could have been asserted in this action.

20          9.     By accepting this offer of judgment, Plaintiff and the Class, including all  
21 members thereof, completely release and discharge Equity—including any individual, entity, or  
22 attorney affiliated in any way with Equity—from any and all liability arising from the acts,  
23 omissions, events, or occurrences alleged or litigated in this action, including but not limited to  
24 any and all claims that Plaintiff and the Class have asserted or could have asserted against Equity  
25 based on the allegations in the operative pleadings in this action.

26          10.    This offer of judgment represents the total amount that Equity shall be obligated  
27 to pay on account of any liability claimed by Plaintiff and the Class in this action. By accepting

1 this offer of judgment, Plaintiff, the Class, and class counsel give up their right to seek any  
2 payment from Equity (other than that provided in ¶¶ 1–4 of this offer of judgment) for any other  
3 fees, costs, damages, interest, or monetary and equitable relief of any kind, whether by petition to  
4 a Court or by any other means.

5 11. This offer of judgment is made for the purposes specified in Rule 68 and is not to  
6 be construed either as an admission that Equity is liable in this action or that Plaintiff or the Class  
7 has suffered any damages or are otherwise entitled to any relief. Plaintiff and the Class are not,  
8 and shall not be deemed, a prevailing party for any purpose, including, but not limited to, for  
9 further fees and/or cost recovery purposes as provided by statute or otherwise. Entry of  
10 judgment based upon this offer of judgment shall have no collateral estoppel or res judicata  
11 effect with respect to Equity, including with respect (but not limited) to *Munguia-Brown v.*  
12 *Equity Residential*, No. 4:16-cv-01225 (N.D. Cal.).

13 12. This offer of judgment will remain open for 14 days from the date it is served.  
14 Plaintiff and the Class may accept the offer of judgment only by serving a written notice (Equity  
15 agrees to such service via email) of acceptance on counsel for Equity within 14 days after the  
16 date the offer of judgment was served on class counsel.

17 13. Upon acceptance of the offer of judgment, Plaintiff, the Class, and Plaintiff’s  
18 counsel consent that Equity may file a joint notice on behalf of the parties under Federal Rule of  
19 Civil Procedure 68(a), attaching the signed offer of judgment as an exhibit, and notifying the  
20 Court that the parties intend to seek the Court’s approval under Federal Rule of Civil Procedure  
21 23(e). By accepting this offer of judgment, the parties and their counsel agree to work  
22 cooperatively to move the Court for approval of the settlement agreement in compliance with  
23 Federal Rule of Civil Procedure 23(e), implement any necessary ancillary terms, and effectuate  
24 the judgment.

25 14. In the event that this offer of judgment is not accepted by Plaintiff and the Class,  
26 the provisions of Rule 68 concerning unaccepted offers of judgment shall apply. If Plaintiff and  
27 the Class do not accept this offer and fail to obtain a more favorable judgment for class members,  
28

1 Plaintiff and the Class must pay Equity’s costs incurred after the making of this offer, including  
2 reasonable attorneys’ fees.

3  
4 DATED: April 25, 2025 GIBSON, DUNN & CRUTCHER LLP

5 By: /s/ Theane Evangelis  
6 Theane Evangelis

7 GIBSON, DUNN & CRUTCHER LLP  
8 Theane Evangelis (SBN 243570)  
9 Jeremy S. Smith (SBN 283812)  
10 Daniel M. Rubin (SBN 319962)  
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15 tevangelis@gibsondunn.com  
16 jssmith@gibsondunn.com  
17 drubin@gibsondunn.com

18 Attorneys for Equity

19 ACCEPTED BY:

20 Courtney Van Cott

21 (Print name)

22 Signed by:  
23 Courtney Van Cott  
24 10F0CB0CF567460...

25 (Sign name)

26 Plaintiff Courtney Van Cott, on behalf of herself and putative class members

27 Dated: May 9, 2025.

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**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this Signed Classwide Offer of Judgment was served via email, in accordance with the parties' agreement, on all counsel of record.

DATED: May 9, 2025

DARDARIAN HO KAN & LEE

By: /s/ Katharine Fisher

Katharine Fisher

**PROOF OF SERVICE**

Case: *Van Cott, et al. v. Equity Residential*  
Case No. 25-CV-02358-JSW

STATE OF CALIFORNIA    )  
  ) SS  
COUNTY OF ALAMEDA    )

I have an office in the county aforesaid. I am over the age of eighteen years and not a party to the within entitled action. My business address is 155 Grand Avenue, Suite 900, Oakland, California 94612.

I declare that on the date hereof I served a copy of

**SIGNED CLASSWIDE OFFER OF JUDGMENT**

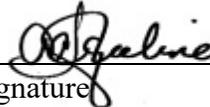
SEE LIST BELOW

- By Electronic Service:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address(es) as set forth below.
- (State)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on May 9, 2025

Jacqueline Thompson

Printed Name



Signature

**SERVICE LIST**

GIBSON, DUNN & CRUTCHER LLP  
Theane Evangelis (SBN 243570)  
Jeremy S. Smith (SBN 283812)  
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**SETTLEMENT ADMINISTRATION PROTOCOL**

This Settlement Administration Protocol (“Protocol”) shall be used by the Settlement Administrator to effectuate the Classwide Offer of Judgment Pursuant to Rule 68 of the Federal Rules of Civil Procedure (“Rule 68 Offer”), ECF 11-1, which Plaintiff accepted on May 9, 2025, ECF 11 ¶ 4. To the extent there is any conflict between the Rule 68 Offer and this Protocol, the Rule 68 Offer shall govern.

**1. Settlement Administrator’s Role and Duties**

- a. Settlement Administrator means Simpluris, subject to ¶ 8(c).
- b. The Settlement Administrator shall abide by the obligations of the Rule 68 Offer, this Protocol, and the orders issued by the Court.
- c. The Settlement Administrator agrees to effectuate class notice and administration in accordance with the Rule 68 Offer and this Protocol, or as otherwise ordered by the Court. The Settlement Administrator shall administer and oversee, *inter alia*, the provision of notice to members of the settlement class (“Class Members”), the provision of notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, communications with Class Members, distribution of payments to Class Members, and distribution of unclaimed funds to the State of California’s unclaimed property department.
- d. The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the 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 Protocol or by Court order.
- e. The Settlement Administrator will retain bank and tax documents for such a period as it determines is required to maintain compliance with federal and state law. The Settlement Administrator will destroy all remaining settlement-related information no later than three (3) years after the distribution of all money in the “Qualified Settlement Fund.”
- f. The Settlement Administrator shall use reasonable and appropriate safeguards to protect the confidentiality and security of data provided to the Settlement Administrator in connection with the settlement, as outlined in **Exhibit 4**.

- g. The Settlement Administrator shall receive and maintain copies of all written correspondence sent to, received from, or exchanged with any Class Member regarding the settlement, as well as records of all communications to or from any Class Member regarding the settlement. Unless the Class Member indicates that a communication is to be kept confidential from Equity because it was intended for Class Counsel only and mistakenly provided to the Settlement Administrator, the Settlement Administrator shall provide copies of that correspondence to both parties if requested by either party.
- h. The Settlement Administrator warrants that it knows of no reason why it cannot fairly and impartially administer the settlement as set out in the Rule 68 Offer and this Protocol.
- i. The parties are entitled to observe and monitor the performance of the Settlement Administrator to assure compliance with the Rule 68 Offer and this Protocol. The Settlement Administrator shall promptly respond to all inquiries and requests for information made by Equity, defense counsel, Plaintiff, or Plaintiff's counsel.
- j. The Settlement Administrator shall be reimbursed by Equity for the costs associated with administration of the settlement (expected to be approximately \$50,000), pursuant to the terms outlined in the Settlement Administrator's separate retention agreement with Equity. Any and all costs or expenses related to Equity's compliance with CAFA or filing any required tax returns shall be considered a cost of administration and shall be paid directly by Equity with no effect on monetary payments to Class Members.

## **2. Settlement Website, E-Mail, & Toll-Free Telephone Number**

- a. The Settlement Administrator shall establish and maintain a settlement website, which shall be easily accessible through commonly used Internet Service Providers. The settlement website and all materials posted on or linked thereto must comply with version 2.1 of the Web Content Accessibility Guidelines, Level AA.
- b. The Settlement Administrator shall establish the settlement website using a website name to be mutually agreed upon by the parties.
- c. The settlement website shall be designed to permit Class Members to readily and easily obtain information regarding the settlement. Specifically, the settlement website will:
  - (i) notify Class Members of their rights to opt out or exclude themselves from the Class;
  - (ii) notify Class Members of their right to object to the settlement;
  - (iii) inform the Class Members that they should monitor the Settlement Website for further developments;
  - (iv) inform the Class Members of their right to attend the final approval hearing conducted by the Court;
  - (v) include any required notice of any motion(s) made by Plaintiff's counsel for any attorneys' fees and expenses and service award (when available);
  - (vi) include copies of long-form notice, summary notice, Rule 68 Offer,

Complaint, case-specific contact information for the Settlement Administrator and Plaintiff's counsel, and other Court filings and orders relating to the settlement; and (vii) include any other information or materials that may be required by the Court and/or agreed to by the parties.

- d. The Parties shall have the right to review and approve the content of the settlement website.
- e. The settlement website shall be activated no later than three (3) days before the notice is first disseminated.
- f. In addition, prior to the distribution of the Settlement Notice, the Settlement Administrator shall establish an e-mail address for Class Members to submit inquiries regarding the Settlement.
- g. The Settlement Administrator also shall establish a toll-free telephone number that will have recorded information answering frequently asked questions about certain terms of the Rule 68 Offer, including, but not limited to, the long-form notice, the summary notice, and the process for distributing benefits pursuant to the settlement. The recording shall also provide the address of the settlement website and the case-specific contact information for the Settlement Administrator and Plaintiff's counsel.

### **3. Class Notice**

- a. No later than seven (7) days before the hearing on the Motion for Preliminary Approval, Equity will provide to the Settlement Administrator a list of Class Members, last known addresses, last known telephone numbers, and last known email addresses (if any) for each Class Member, and the amount in restitution or credits each Class Member (and any co-lessees, in the aggregate) is entitled to pursuant to the Rule 68 offer. Because co-lessees may not evenly split their financial responsibilities under the lease, the payment will be made to the Class Member who is the primary tenant.
- b. No later than seven (7) days before the hearing on the Motion for Preliminary Approval, Equity will provide to the Settlement Administrator a spreadsheet (or spreadsheets) that (i) tabulates the total amount of late fees paid by each Class Member according to the data in Equity's tenant ledger and subtracts \$31.98 multiplied by the number of times the Class Member paid the Standard Late Fee, and (ii) tabulates the total amount of late fees charged, but not paid, by each Class Member according to the data in Equity's tenant ledger and subtracts \$31.98 multiplied by the number of times the Class Member

- was charged a Standard Late Fee that has not been paid.<sup>1</sup> No later than three (3) business days after the Court grants the Motion for Preliminary Approval, Equity shall provide the list of Class Members' names and the same tabulations described in paragraph 3(b), above to Plaintiff's counsel.
- c. No later than seven (7) days after the Court grants the Motion for Preliminary Approval, the Settlement Administrator shall either inform Plaintiff's counsel and defense counsel that the restitution and credit amounts listed reflect the proper amounts based on the late fee information provided by Equity in ¶¶ 3(a) and 3(b) and the offset as noted in the Rule 68 Offer or that the Settlement Administrator believes the amounts should be adjusted. In the event the Settlement Administrator believes an adjustment must be made, the parties will work cooperatively to determine the correct figures in advance of the date when the Settlement Administrator provides notice.
  - d. 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. If any Class Notice is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate such Class Member through one skip trace and, if a new address is identified, shall promptly mail an additional Class Notice to such person.
  - e. The Settlement Administrator shall provide notice to Class Members by August 22, 2025, or if the Court does not enter preliminary approval until after August 1, 2025, no later than twenty-one (21) days after the Court's order granting preliminary approval of the settlement.
  - f. The long-form notice shall be in a form substantially similar to the document attached hereto as **Exhibit 1**. The summary notice shall be in a form substantially similar to the document attached hereto as **Exhibit 2**. The postcard notice shall be in a form substantially similar to **Exhibit 3**. The Settlement Administrator shall prepare Spanish versions of each form of notice to be posted on the Settlement Website and made available to Class Members upon request.
  - g. 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

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<sup>1</sup> Equity represents that when Equity prepared its Rule 68 offer, it performed the same calculations and determined the total amount to be paid to Class Members equals \$2,164,023, and the amount to be credited to Class Members equals \$630,855. To account for a margin of error, and to allow Class Members to contest how many late fees they paid (as provided in paragraph 5), Equity added 5% to each in its Rule 68 offer, resulting in \$2,272,224 in payments and \$662,396 in credits, respectively.

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."

- h. If any emails or mailed notices are returned undeliverable, the Settlement Administrator shall promptly notify Plaintiff's counsel and attempt to locate the Class Member through a skip trace to identify an alternative electronic or physical mailing address by which to effect notice. If the skip trace is successful, the Settlement Administrator shall attempt one (1) additional email and/or one (1) additional physical mail execution for each Class Member.
- i. The Settlement Administrator shall post the long-form, summary, and postcard notice to the settlement website by August 22, 2025, or if the Court does not enter preliminary approval until after August 1, 2025, no later than twenty-one (21) days after the Court's order granting preliminary approval of the settlement.

#### **4. Opt-Outs and Objections**

- a. Class members who wish to opt out or object to the settlement shall do so by October 21, 2025, or if the Court does not enter preliminary approval until after August 1, 2025, within sixty (60) days from the Court's order granting preliminary approval of the settlement.
- b. The Settlement Administrator shall promptly provide copies of all requests for exclusion, objections, and/or related correspondence from Class Members to Plaintiff's counsel and defense counsel. If the Settlement Administrator receives objections from Class Members, Plaintiff's counsel shall promptly file them with the Court. Plaintiff's counsel shall note in the motion for final approval which Class Members have, to that date, opted out of or objected to the settlement.
- c. Not later than five (5) business days after the deadline for submission of requests for exclusion or opt out, the Settlement Administrator shall provide to Plaintiff's counsel and defense counsel a complete list identifying and providing contact information for all Class Members who have opted out or objected. If Plaintiff's counsel wishes to contact a Class Member who has opted out, Plaintiff's counsel shall invite Defense Counsel to participate and schedule a mutually convenient time for the outreach.

#### **5. Dispute Process**

- a. Class Members shall have until twenty-one (21) days before the deadline to opt out or object to submit to the Settlement Administrator any dispute concerning the amount of restitution to be paid or amount to be credited to that Class Member's account, as noted

in the summary notice sent to that Class Member. If a Class Member wishes to dispute the amount of restitution to be paid or amount to be credited to that Class Member's account, the Class Member shall provide written evidence (such as a copy of the tenant's statement) to support his/her/their contention.

- b. Class Members will be able to submit a dispute to the Settlement Administrator through the settlement website or an email to the Settlement Administrator.
- c. The Settlement Administrator will notify Plaintiff's counsel and defense counsel about each dispute within three (3) business days and at the same time provide the Settlement Administrator's draft response to the Class Member.
- d. In the event of a dispute, the parties will each have five (5) business days to submit a response to the dispute and Settlement Administrator's draft response.
- e. The Settlement Administrator will then make a final determination. Any response to a disputed benefit must be communicated to the Class Member by the Settlement Administrator no later than seven (7) days before the opt out and objection deadline. The Settlement Administrator's determination shall be final, binding and unappealable.
- f. In no event shall a modification to the restitution or credits due to the Class result in total restitution or credits that exceed the amounts set forth in the Rule 68 Offer.

## **6. Allocation of Restitution and Credits**

- a. No later than sixty-one (61) days after the date of Final Approval, Equity will deliver the sum total of cash payments to be made to Class Members pursuant to ¶ 3(b), subsection (i), as adjusted in accordance with the Dispute Process in ¶ 5, to a non-interest bearing account—*i.e.*, the Qualified Settlement Fund—which shall be disbursed by the Settlement Administrator as specified in this Protocol. "Final Approval" means the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment, if no notice of appeal is filed; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues the mandate.
- b. No later than fourteen (14) days after Equity delivers money to the Qualified Settlement Fund, the Settlement Administrator shall provide payment to Class Members who are primary tenants and did not opt out and are due a payment. That payment shall occur via digital means if a Class Member provides the necessary information, and by physical check if the Class Member does not provide the necessary information.
- c. Prior to issuing payments, the Settlement Administrator shall perform another national change of address ("NCOA") database review of Class Members' mailing addresses

for those receiving checks. For Class Members who have requested digital payment, the Settlement Administrator shall send an email to verify the Class Member's telephone or email address.

- d. For Class Members whose physical checks are returned undeliverable, the Settlement 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. Physical 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.
- f. No later than seventy-five (75) days after the date of Final Approval, Equity will confirm with the Settlement Administrator that it has issued the appropriate account credits to Class Members. For any Class Member who is entitled to an account credit but is no longer a tenant at an Equity property and therefore no longer has an Equity account, Equity will, no later than seventy-five (75) days after the date of Final Approval, notify its applicable collection agency to apply the credit to the Class Member's outstanding debt. If the Class Member has paid their late fee balance upon moveout, by use of any means including a deduction from their security deposit, Equity will notify the Settlement Administrator and cause a check to be mailed to that Class Member.
- g. No later than three (3) calendar days after Equity delivers the information in the preceding paragraph to the Settlement Administrator, the Settlement Administrator shall notify relevant Class Members about the adjustment. The Settlement Administrator shall make that notification by posting a message to the settlement website noting that the adjustments have been made and that relevant Class Members can see their updated account balances by logging into their MyEquity portal account. The Settlement Administrator shall draft that message and share it with Plaintiff's counsel and defense counsel for their mutual approval in advance of Equity confirming with the Settlement Administrator that it has issued the appropriate account credits to Class Members. If the parties are unable to reach agreement on the content of that message, the Settlement Administrator shall have discretion over the final wording.
- h. If the Settlement is not approved, no payments shall be made or accounts adjusted, except for the costs and expenses of the Settlement Administrator, for which Equity is solely responsible.

## **7. Tax Information**

- a. The Settlement Administrator will establish an account (described in ¶ 6(a)) that shall qualify as a qualified settlement fund as described in 26 C.F.R. § 1.468B-1 (Title 26 of the Code of Federal Regulations, the “Treasury Regulations”). Upon depositing funds with the Qualified Settlement Fund, Equity shall have no further liabilities, obligations, or rights with respect to those funds.
- b. Without limiting the generality of ¶ 7(a), 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.
- c. As a condition to Equity’s obligation to pay and deliver the restitution amount noted in ¶ 6(a) to the Settlement Administrator, 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).
- d. 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.
- e. The parties agree that each of Plaintiff, Plaintiff’s counsel, Equity, defense counsel, and each participating Class Member is solely responsible for determining the tax consequences (including penalties and interest related thereto) of this settlement and for paying taxes, if any, that any taxing authority determines are owed by such person.

## **8. Miscellaneous**

- a. No person shall have any claim against the parties, their counsel, or the Settlement Administrator based on distributions made substantially in accordance with the Rule 68 Offer, this Protocol, or any order of the Court.

- b. The Protocol has been drafted jointly by Plaintiff's counsel and defense counsel and, therefore, in any construction or interpretation of the Protocol, the same shall not be construed against any of the parties.
- c. In the event that the Settlement Administrator fails to perform its duties, and/or makes a material or fraudulent misrepresentation to, or conceals requested material information from Plaintiff, Plaintiff's 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.
- d. The parties and the Settlement Administrator agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of this settlement.

Dated: June 27, 2025

By: Linda M. Dardarian

Linda M. Dardarian  
Dardarian Ho Kan & Lee  
155 Grand Avenue, Suite 900  
Oakland, CA 94612  
(510) 763-9800  
*Attorneys for Plaintiff Courtney Van Cott*

Dated: June 27, 2025

By: 

Jeremy S. Smith  
Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, CA 90071  
(213) 229-7000  
*Attorneys for Defendants Equity Residential,  
ERP Operating Limited Partnership, and  
Equity Residential Management, L.L.C.*

# Exhibit 1

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



United States District Court  
*Van Cott v. Equity Residential, et al.*  
Case No. 4:25-cv-02358

# 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 October 29, 2022 and April 30, 2024.

Based on a lawsuit settlement, you may have the right to receive a payment or credit to your Equity account.

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 October 29, 2022 and April 30, 2024, you may be included in a class action settlement and entitled to a partial refund of the late fees you paid or a partial credit to your Equity Residential tenant account of late fees you were charged but have not yet paid.
- Unless you opt out, the primary tenant from your unit will automatically receive a payment or Equity Residential will issue an account credit and you will be part of the settlement.

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. The case was brought on behalf of Equity Residential tenants who were charged Equity Residential's Standard Late Fee of 5% of rent, minimum \$50, for the first time between October 29, 2022 and April 30, 2024.

**You received this notice because you are a member of this group of tenants, called the "class."** Under the settlement, class members are entitled to partial refunds of the Standard Late Fees they paid to Equity Residential. Class members who were charged the Standard Late Fee but have not paid it as of April 3, 2025, will receive a partial credit to their Equity Residential tenant accounts.

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, the primary tenant from your unit will receive a check in the mail or Equity Residential will credit your tenant account and you will be part of the settlement.
<b>Select a Different Payment Option</b>	If you are entitled to a payment for a partial refund of the late fees you paid to Equity Residential and you were the primary tenant, you can request to be paid by [digital payment option] instead of by check.
<b>Dispute Your Payment/Credit Amount</b>	If you disagree with the payment or credit you are owed, let the Settlement Administrator know by making a statement and providing evidence to support your assertion on the settlement website (URL) or by sending an email to [address], with the subject line "Van Cott Dispute."
<b>Opt Out</b>	Opting out means you won't receive any payment and won't be part of the class. You would have the right to file your own lawsuit against Equity Residential or the other Defendants.
<b>Object</b>	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 or credit.

## Key dates

Deadline to opt out or object: [date]

Final settlement approval hearing: [date]

Deadline to dispute your payment/credit amount: [date]

Deadline to select a different payment option: [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%, minimum \$50) that Equity charged its California tenants from October 2022 to April 2024. There is another case, called *Munguia-Brown v. Equity Residential*, that is still pending before the same court. That lawsuit covers different groups of tenants depending on the date they were first charged the Standard Late Fee. This

lawsuit that has settled is limited to tenants who were first charged the Standard Late Fee between **October 29, 2022 and April 30, 2024**.

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 to class members.

### Why is there a settlement in this lawsuit?

In April 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 you can choose not to be part of the settlement, which means you will not receive any payment or account credit in this case, but you would still be able to bring your own lawsuit. This is called "opting out." You can also object to the settlement if you don't like it.

### Where can I learn more?

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

Because a class action decides the rights of all class members, the Court must evaluate the settlement and decide whether to approve it. Payments 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.

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 up to a total of \$2,934,620.00 to class members as part of the settlement. Up to \$2,272,224 will be used to reimburse class members who were the primary tenants in their unit for the late fees they paid between October 29, 2022 and April 30, 2024: those class members will be refunded the total late fees they paid minus \$31.98 per late fee, which represents how an expert hired by Class Counsel calculated Equity Residential's average actual costs for collecting late rent in the related *Munguia-Brown* case.

For tenants who were charged late fees between October 29, 2022 and April 30, 2024, but had not yet paid those late fees by April 3, 2025, Equity Residential will use up to \$662,396 to credit the tenants' accounts for those late-fee charges, reducing each unpaid late fee charge to \$31.98.

These payments and credits represent the actual amounts of class members'

late fees minus the amount that Class Counsel believes is the proper deduction for Equity's cost of late rent collection. Separate from these payments, Defendants will also pay to administer the settlement (expected to be approximately \$[50,000]). Plaintiff will also ask the Court to order Equity Residential to pay Class Counsel approximately \$[dollar amount] for their attorneys' fees and costs, and to make a \$5,000 payment to the tenant who brought this lawsuit for the time and effort they put into the case and the risk they took. These payments will only be made if the Court approves them, and Equity Residential expects to oppose the request for attorneys' fees.

Class members will "release" their claims as part of the settlement, which means they cannot sue Equity Residential or the other Defendants for the issues raised in this lawsuit. 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 paid?

If the Court approves the settlement, you do not need to do anything. You (or the primary tenant from your unit) will receive a check in the mail or Equity Residential will credit your tenant account, and you will be bound by the settlement.

If you want to receive your payment [by digital payment option] instead of a check, you can do that by going to: [website].

## How much will I be paid?

If you are a class member, you should have received an email or postcard containing the amount of the payment or credit you can expect to receive under the settlement. If you did not receive the notice, or have any questions, you can call visit [website] or call [number].

## When will I be paid?

Class members cannot be paid until at least 75 days after Final Approval of the settlement. Payments will not be made until at least spring 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 Fisher, 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 or costs. They will request to be paid as part of the Settlement process. **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 \$[number]. Equity Residential expects to oppose that request. Any amount awarded will be separate from the payments to be made to class members.

## Opting Out of the Settlement

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

You can opt out of the settlement. 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.

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:

- (1) the case name and number;
- (2) your full name and all other names used while living at Equity properties;
- (3) your address, phone number, and email (if you have one);
- (4) the reasons why you think the agreement should not be approved;
- (5) whether you or your lawyer intend to appear at the settlement approval hearing and your lawyer's name; and
- (6) your signature (handwritten or typed).

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

# Exhibit 2

**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 October 29, 2022 to April 30, 2024. 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. The lawsuit, called *Van Cott v. Equity Residential, et al.*, Case No. 4:25-cv-02358-JSW, challenged the Standard Late Fee (5% or \$50) that Equity Residential charged to tenants in California for the first time after October 28, 2022. Equity Residential denies any wrongdoing. The Parties have reached a settlement.

The settlement applies to Equity Residential tenants who were charged Equity Residential's Standard Late Fee of 5% of rent, minimum \$50, *for the first time* at some point between October 29, 2022 and April 30, 2024. Tenants who were charged the Standard Late Fee for the first time before October 29, 2022 are covered by a different ongoing case.

You received this notice because Equity Residential's records show that Equity Residential charged you (and/or your co-lessees) the Standard Late Fee for the first time between October 29, 2022 and April 30, 2024. You are a member of the group of tenants covered by the settlement in this case, called the "class."

You will automatically be included as a member of this class unless you take affirmative steps to exclude yourself from this case. If you stay in the settlement, you will give up your right to sue Equity Residential for the same issues. You can learn more at [[website](#)].

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

Under the settlement, Equity Residential will refund class members the total Standard Late Fees they paid between October 29, 2022 and April 30, 2024, minus \$31.98 per late fee. For tenants who were charged late fees during that time, but had not paid them by April 3, 2025, Equity Residential will credit their tenant accounts, reducing each unpaid late fee charge to \$31.98.

**Based on Equity Residential's records, under the settlement you (if you were the primary tenant in your unit) will [receive a payment or Equity Residential will credit your tenant account] for \$[dollar amount].**

These payments and credits represent the actual amounts of class members' late fees minus the amount that Class Counsel believes is the proper deduction for Equity's cost of late rent collection. The \$31.98 being taken from each late fee refund or account credit is based on the evidence of Equity Residential's administrative and interest costs of collecting late rent and was calculated by an expert hired by Class Counsel in a related case.

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

The Court has appointed the Plaintiff's 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 firms, their practices, and their lawyers' experience 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). Class Counsel represent the interests of the Class of which you are a member. You do not have to pay Class Counsel to participate. 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 are entitled to a refund and want to receive your payment [**by digital payment option**] instead of a check, you can do that by going to: [**website**] or calling: [**number**].

If you want to dispute the amount of your payment or credit, you must notify the Settlement Administrator by [**date**] by stating your disagreement and providing evidence to support your assertion on the settlement website (**URL**) or by sending an email to [**address**], with the subject line "Van Cott Dispute."

If you do nothing and the Court approves the settlement, you (if you were the primary tenant in your unit) will receive a check in the mail or Equity Residential will credit your tenant account, you will be bound by the settlement and you will give up the right to bring your own independent lawsuit against Equity Residential challenging the Standard Late Fee.

Alternatively, you can opt out of the settlement. If you opt out, you will not receive a payment, but you will still have the right to bring your own case against Equity Residential. To opt out, you must mail or email your request to opt out by [**date**] to the Settlement Administrator:

[**Settlement Administrator Name / Address**]

### **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 3

**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  
*Van Cott v. Equity Residential, et al., Case No. 4:25-cv-02358-JSW*

**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 October 29, 2022 and April 30, 2024. 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 Standard Late Fee of 5% of rent, minimum \$50, for the first time between October 29, 2022 and April 30, 2024. Under the settlement, Equity Residential will refund class members the total late fees they paid between October 29, 2022 and April 30, 2024, minus \$31.98 per late fee. For tenants who were charged late fees during that time, but had not paid them by April 3, 2025, Equity Residential will credit their tenant accounts, reducing each unpaid late fee charge to \$31.98. These payments and credits represent the actual amounts of class members' late fees minus the amount that Class Counsel believes is the proper deduction for Equity's cost of late rent collection. The \$31.98 represents how an expert hired by Class Counsel calculated Equity Residential's average actual costs for collecting late rent in a related case.

**Based on Equity Residential's records, under the settlement you (if you were the primary tenant in your unit) will receive a [payment or Equity Residential will credit your tenant account] for \$[dollar amount].**

If you want to be a class member in the settlement, you do not need to do anything at this time. If you are entitled to a refund and want to receive your payment [by digital payment option] instead of a check, you can do that by going to: [website] or calling: [number].

If you want to dispute the amount of your payment or credit, you must notify the Settlement Administrator by [date] by stating your disagreement and providing evidence to support your claim on the settlement website (URL) or by sending an email to [address], with the subject line "Van Cott Dispute."

If you do nothing and the Court approves the settlement, you (if you were the primary tenant in your unit) will receive a check in the mail or Equity Residential will credit your tenant account, and you will be bound by the settlement. You will give up the right to bring your own lawsuit against Equity Residential challenging its late fee policy.

You can opt out of the settlement. If you opt out, you will not receive a payment, but you will keep the right to bring your own case against Equity Residential. To opt out, you must mail or email your request to opt out by [date] to the Settlement Administrator: [Settlement Administrator Name / Address]

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

The logo for Simpluris, featuring the word "simpluris" in a blue, lowercase, sans-serif font. The letters "s", "i", and "l" are underlined with a blue line.

*simpluris*

# Data Security and Technology

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800-779-2104  
3194-C Airport Loop Dr., Costa Mesa, CA 92626  
[inquiries@simpluris.com](mailto:inquiries@simpluris.com) | [simpluris.com](http://simpluris.com)



Simpluris utilizes purpose-built proprietary software as well as industry best-of-breed technologies to administer complex matters with accuracy, efficiency, security, scalability, and cost-effectiveness. Our technology stack has been built from the ground up to meet the needs of complex matters including class action and mass arbitration settlements, government regulatory orders, corporate remediations and other mass legal administration engagements.

To fulfill the needs of these matters, Simpluris must be nimble while meeting rigorous security requirements and high-quality standards. Our in-house technologies are continuously refined, tuned, and improved throughout Simpluris' tenure.

Our technology team and entire business prioritize security as one of our major tenants to ensure our client's data remains secure and protected. To protect your data, Simpluris utilizes industry best practice tools and techniques including providing an encrypted secure file transfer (i.e. SFTP) platform for exchanging sensitive documents; encrypting all data at every level possible including encryption in transit, at rest, at hard-disk/block level, database level, and client/network layer; utilization of multi-factor authentication for all employee access; and extensive, ongoing required employee training to ensure our people understand the latest security threats & prevention techniques, and general best practices.



# Data Security

## Certifications and Attestations

Simpluris maintains a comprehensive information security program to ensure the highest level of care and concern is taken to protect our company and customers' information assets. Simpluris is annually audited by third-party providers for security policy and procedure review to ensure compliance with all necessary controls and requirements.

- SOC 1 Type 1
- SOC 2 Type 1
- SOC 2 Type 2
- HIPAA
- Penetration Testing
- Vulnerability Management

## Information Security Program

Simpluris maintains a written Information Security Program (ISP) designed to: (a) ensure the security, privacy and confidentiality of client and investor information; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of client information; and (c) protect against unauthorized access to, use, deletion, or modification of investor information.





## Simpluris Information Security Policy Document Index

Acceptable Use Policy

Password Policy

Patch Management / Update Policy

Privacy Policy (Internal)

Change Management Policy

Data Retention Policy

Software Development Lifecycle Policy

HIPAA Security Rule

Wireless Access Policy

Mobile Device Policy

Network Firewall Policy

Antivirus and Malware Policy

Physical Security Policy

Business Continuity Plan

Risk Assessment & Treatment

Roles & Permissions Matrix

HIPAA Oversight Policy

System & Network Configuration Policy

Internal Controls Policy

Information Classification & Handling Policy

Access Control Policy

Audit Policy

Backup Policy

Removable Media Policy

Disaster Recovery Policy

HIPAA Assigned Responsibility

Server Security Policy

Incident Response Policy

Vendor Management Policy

Risk Management Policy

## Systems, Processes & Tools



Penetration testing



SIEM, firewall, VPN endpoint, data loss prevention, intrusion prevention



Cloud email security service



Endpoint security



Cloud-hosted email & security



Cloud-hosted endpoint management



IT & development ticketing & documentation



Vulnerability management



Cloud-hosted identity management, storage solutions, MFA, endpoint management



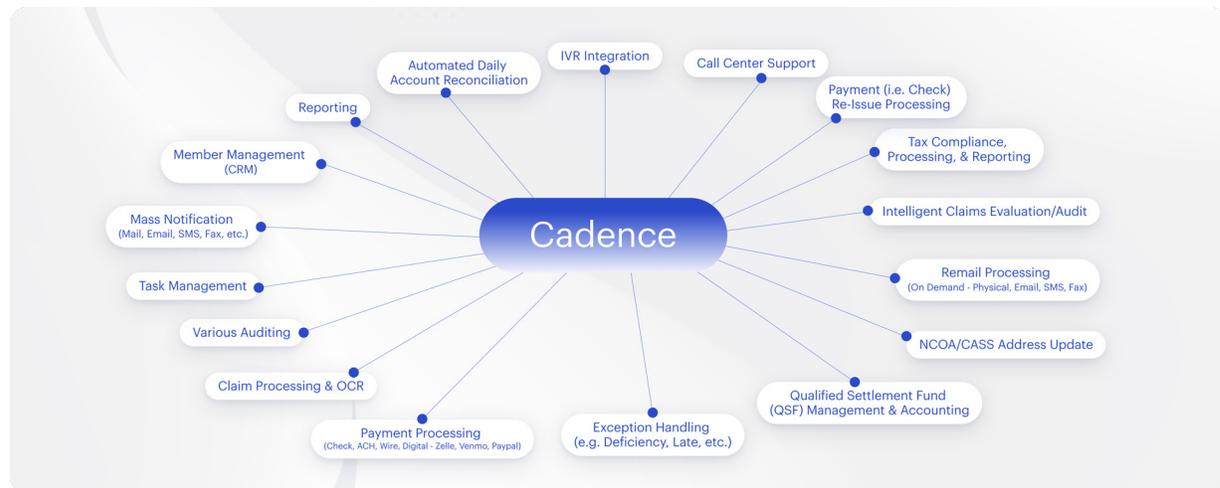
Amazon AWS (EC2, EBS, CloudWatch)  
Cloud-hosted virtual servers, file storage, identity management, WAF, website hosting



# Our Technology Solutions

## Cadence

Cadence™, our internally developed complex administration management tool, acts as a single centralized platform for the entire lifecycle of a project. Cadence uses security best practices including a role-based permission model, encryption at rest and in transit, and database and disk encryption. Our internal features include built-in integrated data and address augmentation (NCOA, CASS, Skip Tracing), address validation built-in, deep auditing and logging, maker/checker type validation steps and checkpoints to enforce accuracy and security, and prevent fraud and mistakes.



## Case Website and Claims Portal

Cadence enables the development of claims processing websites specifically tailored for highly scalable and redundant situations using serverless, cloud-based technologies built on top of Amazon AWS. Features include login or authentication, multi-language support, milestones, document sharing, custom online claim forms, e-signature and more. Our case websites are ADA/Section 508 compliant while fully implementing security best practices. We perform encryption of all data, actively monitor and scan all incoming and outgoing data for threats both internal and external, as well as auditing and monitoring all systems for suspicious activity to ensure we are providing the highest possible protection and availability of data assets.

## Malware, Fraud, & Data Protection:

Simpluris has built an extensive ecosystem using both custom in-house and off-the-shelf tools to protect our customers, class members, and business from the multitude of today's external security threats. Our highly scalable and redundant claims processing website platform has various malware and fraud prevention technologies integrated including duplicate detection and prevention, fraud prevention, and custom Real Time Claim Validation (RTCV) technology to filter prospective logins/claims based on customer-defined rules. This, in conjunction with our plethora of Gartner magic quadrant best-of-breed malware and ransomware prevention tools, ensures that data is protected whether it's processed through case websites, documents, emails, or any other transmission method. Our security specialists are trained and staffed to monitor our systems, applications, and networks 24/7 for any threats and are ready to respond at a moment's notice.





# Our Team

Simpluris technology professionals include information technology administrators, security specialists, data analysts, database administrators, data engineers, developers, and web designers. They continually monitor and adapt our systems and processes according to business needs and ensure our systems are secure and stabilized against the ever-changing threat landscape, and remain current with the latest in industry best practices. In addition, we provide ongoing employee education and training to inform, test, and verify their knowledge of the latest security threats and mitigation strategies.

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds disbursed per year on average.
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history.
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

## The Executive Team



**Kevin Lee**

Chief Executive Officer & President  
klee@simpluris.com



**Zach Hoffman**

Co-Founder, Chief Technology Officer  
zhoffman@simpluris.com



**Doug Norman**

Senior Vice President, Business Operations  
dnorman@simpluris.com



**Patrick Ivie**

Chief Revenue Officer  
pivie@simpluris.com



**Wes Alford**

Senior Vice President, Client Services  
walford@simpluris.com



**Paul Saroj**

Senior Vice President, Strategic Partnerships  
psaroj@simpluris.com



## Let's discuss how Simpluris can solve your administration challenges.

Our focus on providing superior customer service, coupled with our experience and ability to create innovative solutions, has given Simpluris a reputation for exceptional settlement administration.

**Class Action Administration**

**Regulatory Remediation**

**Mass Arbitration Administration**

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[inquiries@simpluris.com](mailto:inquiries@simpluris.com) | [simpluris.com](https://simpluris.com)