

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Nick Hansen and Meghan Arquette, on
behalf of themselves and all others similarly
situated,

Civil No. 24-cv-2670 (KMM/SGE)

Plaintiffs,

v.

Renters Warehouse, LLC,

ORDER

Defendant and Third-Party
Plaintiff,

v.

Vardhan Yedla Srinivasa Harsha
and Gauri V. Yedla,

Third-Party Defendants.

This matter is before the Court on Plaintiffs’ Unopposed Motion for Conditional Certification of the Settlement Class, Appointment of Class Representatives, Class Counsel, and Settlement Administrator, Preliminary Approval of Class Settlement, Direction of Notice, Setting the Final Approval Hearing, and Stay of Proceedings. (Dkt. 101.) Plaintiffs filed the executed Class Action Settlement Agreement (“Settlement Agreement”) and proposed forms of notice with the Motion. Capitalized terms not otherwise defined in this Order have the meanings given in the Settlement Agreement.

Based on the Settlement Agreement, the parties' submissions, and all files, records, and proceedings in this action, and for purposes of settlement only, **IT IS HEREBY ORDERED:**

1. The Court has subject-matter jurisdiction over this action and personal jurisdiction over the parties and, for settlement purposes, the Settlement Class Members.

2. For settlement purposes only, the Court conditionally certifies under Federal Rules of Civil Procedure 23(a) and 23(b)(3) the following Settlement Class: all individuals who (1) previously rented or resided in a property located in the State of Minnesota for which Renters Warehouse served as a property manager during any portion of the tenancy; (2) vacated such tenancy or moved out of said property between May 31, 2019 and July 16, 2024; (3) for which, as a condition of the lease or other rental agreement, a Security Deposit was paid or required; (4) whose Security Deposit was the subject of any deduction by or in favor of the owner of the leased property; and (5) who did not submit to Renters Warehouse, the property owner, or a court of competent jurisdiction an objection, challenge, suit, or other document or action expressing disagreement with the charges applied against the Security Deposit. The Settlement Class includes any individual identified in Renters Warehouse's records as a tenant, whether or not the individual personally executed the underlying lease and whether or not the individual contributed to, or received some or all of the return of, any Security Deposit.

3. The Court preliminarily finds, for settlement purposes only, that the Settlement Class satisfies Rule 23(a) because it is sufficiently numerous, presents common questions of law and fact, the claims of the named Plaintiffs are typical of the claims of the Settlement

Class, and the named Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class. The Court further preliminarily finds that common questions predominate and that a class action is superior to other available methods for fairly and efficiently resolving the controversy under Rule 23(b)(3).

4. Nick Hansen and Meghan Arquette are appointed as Class Representatives for the Settlement Class.

5. Thomas J. Lyons, Jr. and Carter B. Lyons of Consumer Justice Center, P.A., and Ryan D. Peterson of Peterson Legal, PLLC, are appointed as Class Counsel under Federal Rule of Civil Procedure 23(g).

6. Continental DataLogix LLC is appointed as Settlement Administrator. The Settlement Administrator shall administer notice and settlement procedures in accordance with this Order and the Settlement Agreement, including maintaining the settlement website and toll-free telephone line, processing exclusions and objections, calculating and issuing settlement payments, administering the qualified settlement fund, and providing declarations or reports required by the Court.

7. The Court preliminarily approves the Settlement Agreement as within the range of possible final approval and preliminarily finds that the proposed settlement appears fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2), such that notice should be directed to the Settlement Class. This preliminary finding is made solely for purposes of notice and does not constitute final approval.

8. The Court approves the proposed forms and content of the Class Notice, including the email notice, postcard notice, and long-form internet notice, substantially in the forms

attached to the Settlement Agreement, subject to non-material revisions agreed to by the parties and the Settlement Administrator.

9. The Court finds that the approved notice program: (a) is the best notice practicable under the circumstances; (b) is reasonably calculated to apprise Settlement Class Members of the pendency of this action, the material terms of the settlement, and their rights to participate, object, or request exclusion; (c) constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) satisfies Federal Rule of Civil Procedure 23, the Due Process Clause, and all other applicable law.

10. Within fourteen (14) days after entry of this Order, Renters Warehouse shall provide the Settlement Administrator and Class Counsel with the Class List described in Section 4.2(a) of the Settlement Agreement, including the most recent forwarding addresses and email addresses maintained in Renters Warehouse's records.

11. No later than forty-five (45) days after entry of this Order, the Settlement Administrator shall establish and maintain the dedicated settlement website at www.RentersWarehouseSecurityDepositClassAction.com. The website shall include the long-form notice, the Settlement Agreement, this Order, important deadlines, frequently asked questions, and other relevant case documents.

12. No later than sixty (60) days after entry of this Order (the "Notice Date"), the Settlement Administrator shall complete dissemination of notice as follows: (a) send email notice to Settlement Class Members for whom a valid email address is available; (b) send postcard notice by First-Class U.S. Mail to Settlement Class Members for whom mailed notice is required under the Settlement Agreement; (c) perform National Change of

Address processing before mailing; (d) re-mail notices returned with forwarding addresses; and (e) conduct reasonable additional skip-tracing efforts for returned mail without forwarding addresses. No direct mailed notice is required for a Settlement Class Member holding a de minimis claim, as provided in the Settlement Agreement.

13. Renters Warehouse shall comply with the notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, in accordance with the Settlement Agreement, and shall file or cause to be filed proof of compliance before the Final Approval Hearing.

14. Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written request for exclusion to the Settlement Administrator, postmarked no later than forty-five (45) days after the Notice Date (the “Objection/Exclusion Deadline”). The request must be personally signed and must include the information required by Section 4.5 of the Settlement Agreement and the Class Notice. Mass, class, or group requests for exclusion are not permitted.

15. Any Settlement Class Member who does not timely and validly request exclusion will remain a Settlement Class Member and, if the settlement is finally approved, will be bound by the Settlement Agreement, the release, the Final Judgment, and all other orders entered in this action, whether favorable or unfavorable.

16. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, to Class Counsel’s request for attorneys’ fees and expenses, or to the requested Incentive Award must file and serve a written objection no later than the Objection/Exclusion Deadline. The objection must comply with Section 4.4 of the Settlement Agreement and the Class Notice, including all required identifying

information, grounds, supporting materials, and a statement whether the objector intends to appear at the Final Approval Hearing. Any objection must be filed with the Clerk of Court and served on Class Counsel and Renters Warehouse's Counsel at the addresses stated in the Class Notice.

17. Any Settlement Class Member who does not timely file and serve a written objection in accordance with this Order, the Settlement Agreement, and the Class Notice will be deemed to have waived the objection and will be foreclosed from seeking review of the settlement, the Fee Award, or the Incentive Award by appeal or otherwise, except as otherwise required by law.

18. Class Counsel shall file any motion for attorneys' fees and reimbursement of expenses and any motion for an Incentive Award at least thirty (30) days before the Objection/Exclusion Deadline. The motion shall be posted on the settlement website promptly after filing. Any responses to objections shall be filed no later than seven (7) days before the Final Approval Hearing.

19. The Settlement Administrator shall provide Class Counsel and Renters Warehouse's Counsel with the Opt-Out List no later than seven (7) days after the Objection/Exclusion Deadline and shall file a declaration regarding notice, exclusions, and objections no later than seven (7) days before the Final Approval Hearing.

20. The Court will hold a Final Approval Hearing on **December 7, 2026, at 10:00 a.m.** in **Courtroom 9E, Diana E. Murphy United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415**, to consider: (a) whether the Settlement Agreement is fair, reasonable, and adequate and should receive final approval; (b) whether

the Settlement Class should be finally certified; (c) whether the Final Judgment should be entered; (d) Class Counsel's request for attorneys' fees and expenses; (e) the requested Incentive Award; and (f) any timely and properly submitted objections. The hearing date may not be earlier than ninety (90) days after dissemination of the notice required by 28 U.S.C. § 1715.

21. The Court may adjourn, continue, or reschedule the Final Approval Hearing, or modify any other deadline set by this Order, without further mailed notice to the Settlement Class. Any change will be posted on the settlement website and reflected on the Court's docket.

22. Within twenty-eight (28) days after entry of this Order, Renters Warehouse shall establish the \$195,000.00 non-reversionary Settlement Fund in the Escrow Account, as provided in the Settlement Agreement. The Settlement Administrator may take all steps reasonably necessary to establish and administer the Settlement Fund as a qualified settlement fund under applicable law.

23. All proceedings and deadlines in this action that are not directed to class notice, settlement administration, or the Court's consideration of the proposed settlement are stayed pending the Final Approval Hearing and further order of the Court.

24. If the Settlement Agreement is terminated or does not become effective in accordance with its terms, the conditional certification and all findings in this Order shall be vacated, the parties shall be restored to their respective positions as provided in the Settlement Agreement, and neither this Order nor the Settlement Agreement may be used

to support class certification or for any other purpose against any party, except as necessary to enforce the Settlement Agreement's termination provisions.

25. The Court retains jurisdiction over the implementation, administration, interpretation, enforcement, and consummation of the Settlement Agreement and this Order.

Date: August 20, 2026

s/Shannon G. Elkins
SHANNON G. ELKINS
United States Magistrate Judge