

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Nick Hansen and Meghan Arquette, on behalf of themselves and all others similarly situated, Plaintiffs, v. Renters Warehouse LLC, Defendant and Third-Party Plaintiff, v. Vardhan Yedla Srinivasa Harsha and Gauri V. Yedla, Third-Party Defendants.	Court File No.: 24-cv-2670-SGE
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CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among Plaintiffs Nick Hansen and Meghan Arquette (“Plaintiffs”), the Settlement Class (as defined herein), Defendant Renters Warehouse LLC (“Renters Warehouse”), and Third-Party Defendants Vardhan Yedla Srinivasa Harsha and Gauri V. Yedla (“the Yedlas”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims,¹ upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

¹ Except as otherwise specified, defined terms shall have the meanings set forth in Section 1 of this Agreement.

Recitals

A. On July 10, 2024, Plaintiffs filed a putative-class-action complaint in the United States District Court for the District of Minnesota, captioned *Nick Hansen and Maghan Arquette v. Renters Warehouse LLC*, No. 0:24-cv-02670-SMM-SGE (the “Action”). Plaintiffs’ complaint alleged, among other things, that Renters Warehouse “systematically, continuously, and in bad faith breached the security deposit statute under Minn. Stat. § 504B.178 by unlawfully retaining amounts from tenants’ security deposits that are otherwise constituted as ordinary wear and tear.” (See Dkt. 1, ¶ 45.)

B. On July 31, 2024, Renters Warehouse moved to strike the class allegations and for dismissal of the claims asserted against it. (See Dkt. 6, Dkt. 12.)

C. On September 4, 2024, Plaintiffs submitted an amended complaint containing the same allegations with respect to Minn. Stat. § 504B.178, but included additional allegations not in the original complaint. (Dkt. 23.)

D. On September 26, 2024, Renters Warehouse renewed its motion to dismiss and motion to strike the class allegations. (Dkt. 26, Dkt. 30.)

E. On January 28, 2025, the Court denied Renters Warehouse’s motions. (Dkt. 49.)

F. On February 25, 2025, Renters Warehouse served and filed an Answer and Third-party Complaint, denying Plaintiffs’ allegations, asserting various affirmative defenses, and asserting third-party claims against the Yedlas. (Dkt. 52.) This included alleging that the Yedlas were the named Plaintiffs’ “landlord” for purposes of Minn. Stat. § 504B.178 and seeking allocation, indemnity, and/or contribution from the Yedlas. (*Id.*)

G. On March 10, 2025, the Yedlas filed an Answer to the Third-party Complaint, denying Renters Warehouse’s allegations and asserting various affirmative defenses. (Dkt. 59.)

H. After the Parties had engaged in several months of discovery, and as the parties were preparing for Plaintiffs' motion for class certification, the Parties began discussing the possibility of settlement. After several discussions regarding the matter, the Parties agreed to request that Magistrate Judge Elkins conduct a settlement conference. (*See* Dkt. 93.)

I. Judge Elkins granted the Parties' request, and, on February 5, 2026, the Parties participated in a settlement conference with Judge Elkins. No agreement could be reached during the settlement conference; however, at the conclusion of the conference, Judge Elkins made a mediator's proposal, which all Parties ultimately accepted. (*See* Dkt. 96.)

J. Plaintiffs believe that the allegations and claims in the Amended Complaint have merit, that Plaintiffs would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class under Federal Rule of Civil Procedure 23, and that they would prevail on the merits at summary judgment or at trial. Renters Warehouse disagrees with Plaintiffs' assessment, maintaining that the claims are not appropriate for class certification and that any alleged violation of Minn. Stat. § 504B.178 should be directed at the Yedlas. The Yedlas dispute the allegations against them and maintain that any withholdings from Plaintiffs' Security Deposit was proper and done at the recommendation of Renters Warehouse. Although the Parties disagree with respect to the underlying allegations and applicable law, the Parties mutually agree that there are risks to litigation, including a risk that a class might not be certified for trial or the claims and defenses may fail, legally or factually. The parties have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, and the difficulty and delay inherent in such litigation.

K. Based on these considerations, as well as their independent, comprehensive examinations and evaluations of the law and facts relating to the matters at issue, the Parties each believe that it is fair and desirable that the Released Claims be fully and finally compromised,

settled, and resolved with prejudice and barred pursuant to the terms and conditions set forth in this Agreement. Similarly, Plaintiffs and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class and that it is in the best interests of the Settlement Class members to settle the claims raised in the Action pursuant to the terms and conditions set forth in this Agreement.

L. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing by Renters Warehouse, the Yedlas, or any of their respective directors, officers, agents, or employees, and Renters Warehouse and the Yedlas both deny any liability or wrongdoing whatsoever of any kind associated with the claims alleged.

M. In addition, Renters Warehouse maintains that it has meritorious defenses to class certification and to the claims alleged in the Action and is prepared to vigorously defend this suit. Nevertheless, taking into account the uncertainty and risks inherent in any litigation, Renters Warehouse has concluded that further defense of the Action could be protracted, burdensome, and expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Agreement. Renters Warehouse's sole motivation for entering into this Agreement is to dispose expeditiously of the claims that have been asserted against it by settlement and compromise rather than incur the expense and uncertainty of protracted litigation. No portion of this Agreement may be admitted into evidence in any action, except as required to enforce this Agreement and/or to cease or enjoin other litigation.

N. The Parties agree that, under their settlement as originally proposed, certain class members may be entitled to *de minimis* payments, totaling less than \$5.00, and that the administrative costs of issuing such payments would be cost-prohibitive and work to the overall

detriment of the class. Therefore, the Parties have agreed to the inclusion of certain *de minimis* requirements for payment, as set forth in Section 2.1(e).

O. The Parties agree that all persons shall have an individual right to exclude themselves from the Settlement Class, such that participation in the Monetary and Prospective Relief provided by this Agreement (as defined below) shall be voluntary.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, Renters Warehouse, and the Yedlas, by and through their respective counsel, that, subject to final approval of the Court after a hearing (or hearings) as provided for in this Settlement Agreement, and in consideration of the benefits flowing from the Settlement Agreement set forth herein, the Action and the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Agreement.

Agreement

1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1. **“Action”** means the case captioned *Nick Hansen and Maghan Arquette v. Renters Warehouse LLC*, No. 24-cv-02670, pending in the United States District Court for the District of Minnesota.

1.2. **“Class Notice”** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Class Notice, to be issued to Settlement Class Members, shall be available in paper and electronic format.

1.3. **“Class Counsel”** means Thomas J Lyons, Jr., Esq. and Carter B Lyons, Esq. of the law firm Consumer Justice Center, P.A. and Ryan D. Peterson, Esq. of the law firm Peterson Legal PLLC.

1.4. **“Class Representative”** means the named Plaintiffs in this Action, Nick Hansen and Meghan Arquette.

1.5. **“Court”** means the United States District Court for the District of Minnesota, the Honorable Shannon G. Elkins presiding, or any judge who shall succeed her as judge in this Action.

1.6. **“Effective Date”** means the first business day after which all of the events and conditions specified in Section 9.1 have been met and have occurred.

1.7. **“Escrow Account”** means a separate interest-bearing escrow account to be established by the Settlement Administrator, from which all payments out of the Settlement Fund, including for payments made to Settlement Class Members, Settlement Administration Expenses, any Incentive Award to the Class Representative, and any Fee Award to Class Counsel, will be made. The Escrow Account shall be established under terms acceptable to the Settling Parties at a depository institution insured by the Federal Deposit Insurance Corporation and that has total assets of at least five hundred million dollars (\$500,000,000) and a short-term deposit rating of at least P-1 (Moody’s) or A-1 (Standard & Poor’s). The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing the Escrow Account shall be deducted from the Settlement Fund. Any interest earned on the Escrow Account shall be considered part of the Settlement Fund.

1.8. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel from the Settlement Fund.

1.9. **“Final”** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final

Judgment approving this Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award and/or Incentive Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.10. **“Final Approval Hearing”** means the hearing before the Court where the Settling Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, and the Court will determine the Fee Award and the Incentive Award to the Class Representative.

1.11. **“Final Judgment”** means the Final Judgment and order(s) to be entered by the Court approving the Settlement Agreement and determining the Fee Award and the Incentive Award to the Class Representative.

1.12. **“Incentive Award”** means a monetary amount awarded to the named Plaintiffs, Nick Hansen and Meghan Arquette, in accordance with Section 8.3.

1.13. **“Net Negative Class”** means that subclass of individuals comprising the Net Negative Class Members.

1.14. **“Net Negative Class Members.”** means those Class Members for whom the total deductions applied against the Class Member’s Security Deposit were greater than the total amount of such Class Member’s Security Deposit, resulting in a net negative figure such that none of the Security Deposit was returned to the Class Member.

1.15. **“Net Positive Class”** means that subclass of individuals comprising the Net Positive Class Members.

1.16. **“Net Positive Class Members”** means those Class Members for whom the total deductions applied against the Class Member’s Security Deposit were less than the total amount of such Class Member’s Security Deposit, resulting in a net positive figure that was subsequently returned to the Class Member.

1.17. **“Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, fulfills the requirements of Due Process and Federal Rule of Civil Procedure 23, and is substantially in the form of Exhibits B, C, and D attached hereto.

1.18. **“Notice Date”** means the date by which notice is complete, which shall be a date no later than sixty (60) days after entry of Preliminary Approval.

1.19. **“Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date no later than forty-five (45) days after the Notice Date, or such other date as ordered by the Court.

1.20. **“Parties”** means Nick Hansen, Meghan Arquette, the Settlement Class, Renters Warehouse, and the Yedlas.

1.21. **“Person”** shall mean, without limitation, any individual and their spouses, heirs, predecessors, successors, representatives, and assigns.

1.22. **“Plaintiffs”** means Nick Hansen, Meghan Arquette, and, for purposes of this settlement only, the Settlement Class Members.

1.23. **“Preliminary Approval”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and approving the form of the Notice.

1.24. **“Preliminary Approval Order”** means the proposed order preliminarily approving the Agreement and directing Notice to the Settlement Class, to be submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.25. **“Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extracontractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on Minn. Stat. § 504B.178 or other federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, between or against the Released Parties, or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding Renters Warehouse’s management of a leased property, specifically including Renters Warehouse collection, holding, advice regarding, or return of a Security Deposit.

1.26. **“Released Parties”** means Renters Warehouse and the Yedlas, as well as any and all of their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, agents, associates, affiliates, divisions, holding companies, employers, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and

other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, and corporations.

1.27. **“Releasing Parties”** means Plaintiffs and their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.28. **“Renters Warehouse”** means Renters Warehouse LLC, a Minnesota limited liability company.

1.29. **“Renters Warehouse’s Counsel”** means Cory D. Olson, Ryan M. Lawrence, and Ryan P. Downes, of the law firm Anthony Ostlund Louwagie Dressen & Boylan P.A.

1.30. **“Security Deposit”** means any deposit of money, the function of which is to secure the performance of a residential rental agreement or any part of such an agreement, other than a deposit which is exclusively an advance payment of rent. “Security Deposit” includes any statutory interest due in accordance with Minn. Stat. § 504B.178, subd. 2.

1.31. **“Settlement Administration Expenses”** means the expenses reasonably incurred by or on behalf of the Settlement Administrator in administering the Settlement, including expenses relating to identifying the members of the Settlement Class, providing Notice and mailing checks to Settlement Class Members, as well as any expenses reasonably incurred in the sending of notice to the relevant governmental agencies pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”), with all such expenses to be paid from the Settlement Fund.

1.32. **“Settlement Administrator”** means Continental DataLogix LLC, 1684 S. Broad Street, Suite 140, Lansdale, PA 19446, selected by the Settling Parties and approved by the Court, that shall provide Notice to the Settlement Class, and process and pay Settlement Class Members as set forth in this Agreement.

1.33. **“Settlement Class”** means 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, 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. “Settlement Class” includes any individual identified in Renters Warehouse’s records as a tenant, whether or not such individual personally executed the underlying lease and whether or not such individual actually contributed to, or received some or all of the return of, any Security Deposit.

1.34. **“Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.35. **“Settlement Fund”** means the non-reversionary cash fund that shall be established by Renters Warehouse in the total amount of one hundred and ninety-five thousand dollars (\$195,000.00) to be deposited into the Escrow Account, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay any Class Member Payments, Settlement Administration Expenses, any Incentive Award to the Class Representative, and any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account with

permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Renters Warehouse's monetary obligations under this Agreement. In no event shall Renters Warehouse's total monetary obligation with respect to this Agreement exceed or be less than one hundred and ninety-five thousand dollars (\$195,000.00) plus the interest earned on such sum.

1.36. **"Settling Parties"** means Plaintiffs Nick Hansen and Meghan Arquette and the Settlement Class, as one part, and Defendant Renters Warehouse, as a second part, and Third-party Defendants Yedlas, as a third part.

1.37. **"Unknown Claims"** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the

United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

2. Settlement Relief

2.1. Payments to Settlement Class Members.

(a) Renters Warehouse shall establish the Settlement Fund within twenty-eight (28) days after Preliminary Approval.

(b) Within ninety (90) days after the Effective Date, or such other date as the Court may set, and after payment of the Fee Award, Incentive Award, any expenses (including any amounts due to the Settlement Administrator), the Settlement Administrator shall pay from the Settlement Fund all Class Member Payments by check and send said checks via first-class U.S. mail to the Settlement Class Members. The Class Member Payment shall be calculated as follows:

- (1) 90% of the Settlement Fund shall be allocated to the Net Positive Class, with the remaining 10% of the Settlement Fund allocated to the Net Negative Class.
- (2) Within each subclass and subject to Section 2.1(e), the Settlement Fund shall be allocated among the Net Positive Class Members and Net Negative Class Members, as applicable, on a pro-rata basis, based upon the ratio of the total Move Out Charges charged to a particular Class Member to the total amount of Move Out Charges charged to all members of that subclass. By way of example, if a Net Positive Class Member incurred Move Out Charges of \$1,000 and the total Move Out Charges assessed to all Net Positive Class Members totaled \$100,000, then that Net Positive Class Member would be entitled to 1/100th (1.0%) of the Settlement Fund allocated to the Net Positive Class.
- (3) For purposes of this Section 2.1, the Settlement Administrator shall treat all Settlement Class Members associated with a particular lease

as one collective Settlement Class Member and shall direct any payments to the primary contact for such lease, as identified on Renters Warehouse's records.

(c) All cash payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

(d) In the event that, 120 days after the payments in Section 2.1(b), monies remain in the Settlement Fund, then the remaining funds shall be disbursed to Southern Minnesota Regional Legal Services, Inc. ("SMRLS"), other charitable organization later agreed upon by the Settling Parties and approved by the Court, or as otherwise directed by the Court.

(e) In the interest of minimizing administrative expenses, the Parties agree that, in calculating payments provided in Section 2.1(b)(2), the administrator shall disregard any payment of less than \$5.00 to a class member. Any funds that would be paid to these holders of *de minimis* claims but for this provision shall be included within that portion of the Settlement Fund to be paid to the respective class and reallocated among the subclass members with claims above the *de minimis* exception in a manner consistent with Section 2.1(b)(2). By way of example, if the aggregate of all *de minimis* claims of the Net Negative Class totaled \$250.00, the \$250.00 shall be included with that portion of the Settlement Funds to be allocated among the Net Negative Class Members holding claims greater than the *de minimis* threshold.

2.2. Within 30 days after the Effective Date, the Yedlas shall pay Renters Warehouse a total of \$6,000. Such payment shall be by check or wire transfer of immediately available funds. In no event shall the Yedlas' total monetary obligation with respect to this Agreement exceed or be less than six thousand dollars (\$6,000.00).

3. Release

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

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

3.3 As of the Effective Date, Renters Warehouse, on the one hand, and the Yedlas, on the other hand, for themselves and their respective heirs, successors, and assigns, hereby fully, finally, and forever release, relinquish, and discharge each other from any and all claims, demands, liabilities, rights, and causes of action of every nature and description whatsoever, whether known or unknown, arising out of, related to, or in any way connected with the Action, the management of the leased property, or the handling of any Security Deposit.

4. Notice to the Class

4.1. Upon entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Notice describing the Final Approval Hearing and the terms of the compromise embodied in this Settlement Agreement to the Settlement Class as provided herein. Such notice shall comport with due process and Rule 23, the costs of which shall be Settlement Administration Expenses.

4.2. The Notice:

(a) *Class List.* Within 14 days of this Settlement Agreement, Renters Warehouse shall provide to the Settlement Administrator and Class Counsel a list of all individuals that it identifies as being a part of the Settlement Class, the most recent

forwarding address provided by such individuals (if any), and the most recent email address provided by such individuals (if any) (the “Class List”).

(b) *Direct Email Notice.* No later than sixty (60) days after the entry of Preliminary Approval, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom a valid email address is found on the Class List.

(c) *Direct Mail Notice.* No later than sixty (60) days after the entry of Preliminary Approval, the Settlement Administrator shall send Notice, substantially in the form attached as Exhibit C, via First Class Mail through a postcard to the last known physical address of those Settlement Class Members who have provided a forwarding address; provided, however, no Direct Mail Notice needs to be sent to any Settlement Class Member holding a *de minimis* claim.

(d) *Internet Notice.* Within forty-five (45) days after the entry of Preliminary Approval, the Settlement Administrator will develop, host, administer and maintain a dedicated settlement website located at URL www.RentersWarehouseSecurityDepositClassAction.com, which shall contain a Notice substantially in the form of Exhibit D attached hereto.

(e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, Renters Warehouse shall cause to be served upon the Attorneys General of each U.S. State in which Settlement Class Members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by 28 U.S.C. § 1715.

4.3. The Notice shall advise the Settlement Class of their rights under the settlement, including the right to be excluded from, comment upon, and/or object to the Settlement

Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if the Person making an objection shall, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers through the Court's CM/ECF system if the objection is from a Settlement Class Member represented by counsel, and (c) send copies of such papers via mail, hand, or overnight delivery service to both Class Counsel and Renters Warehouse's Counsel.

4.4. Any member of the Settlement Class who intends to object to this Settlement Agreement must include his or her name and address, include all arguments, citations, and evidence supporting the objection (including copies of any documents relied on), state that he or she is a Settlement Class Member, provide the address of the property where he or she resided and that was managed by Renters Warehouse, identify which deductions the individual claims were inappropriately withheld from his or her Security Deposit, identify whether he or she received any of his or her Security Deposit back following the tenancy, and provide a statement whether the objector intends to appear at the Final Approval Hearing, with or without counsel, accompanied by the signature of the objecting Settlement Class Member. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other

means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.5. A member of the Settlement Class may request to be excluded from the Settlement Class by sending a written request for exclusion to the Settlement Administrator postmarked on or before the Objection/Exclusion deadline, which must be personally signed by the Settlement Class Member seeking to be excluded from the Settlement Class, and include his or her name and address, the address of the property where he or she resided and that was managed by Renters Warehouse, the caption for the Action (i.e., *Hansen v. Renters Warehouse LLC*, No. 0:24-cv-02670-SGE (D. Minn.)), and a statement that he or she wishes to be excluded from the Settlement Class. A request to be excluded that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the persons serving such a request shall be deemed to remain members of the Settlement Class and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any member of the Settlement Class who elects to be excluded shall not: (1) be bound by any orders or the Final Judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Settlement Agreement; nor (4) be entitled to object to any aspect of this Settlement Agreement. “Mass,” “class,” or “group” requests for exclusion shall not be allowed.

5. Settlement Administration

5.1. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by administering the delivery of Class Payments in a rational, responsive, cost effective and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by

applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Renters Warehouse's Counsel with information concerning Notice and administration and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

- (a) Forward to Renters Warehouse's Counsel, with copies to Class Counsel, all documents and other materials received from Class Members in connection with the administration of the Settlement Agreement;
- (b) Receive exclusion forms and other requests from the Settlement Class and promptly provide a copy of such requests to Class Counsel and Renters Warehouse's Counsel upon receipt ("the Opt-Out List"). If the Settlement Administrator receives any exclusion forms or other requests from the Settlement Class after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Renters Warehouse's Counsel;
- (c) Provide weekly reports to Class Counsel and Renters Warehouse's Counsel, including without limitation, reports regarding the estimated payment per Settlement Class Member and the number of opt-outs and objections received; and
- (d) Make available for inspection by Class Counsel or Renters Warehouse's Counsel any correspondence received by the Settlement Administrator at any time upon reasonable notice.

5.2. The Settlement Administrator shall employ reasonable procedures to screen requests for exclusion for abuse, fraud, or other defects. The Settlement Administrator shall reject a request for exclusion where there is evidence of abuse or fraud or other defect. The Settlement Administrator shall also reject a request for exclusion that does not contain all requested information necessary to screen the request for exclusion for fraud or abuse or other defect, after giving the claimant a reasonable opportunity of no greater than twenty-one (21) days to provide any requested missing information and/or cure the alleged defect.

5.3. Both Renters Warehouse's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a request for exclusion submitted by Settlement Class Members. The Settlement Administrator shall follow any agreed-to decisions of Renter Warehouse's Counsel and Class Counsel. To the extent Renters Warehouse's Counsel and Class Counsel are not able to agree on the disposition of a challenge, the Settling Parties agree to promptly bring the disputed challenge to the attention of the Court (or other mutually agreed-upon neutral) for resolution.

5.4. In the exercise of their duties outlined in this Agreement, both the Settlement Administrator and the Court (or other mutually agreed-upon neutral) shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5. The Final Approval Hearing shall be set for a date no less than ninety (90) days after the Notice described in Section 4.2(e) is disseminated.

5.6. The Settlement Administrator and Class Counsel shall keep the Class List and all personal information obtained therefrom, including the identity, telephone numbers, email addresses, and U.S. mailing addresses of the Settlement Class strictly confidential in accordance with applicable law and confidentiality agreements that they may execute. The Parties agree that

the Class List may not be used for any purpose other than effectuating the terms of this Agreement or the duties or obligations arising hereunder.

6. Termination of Settlement

6.1. **Termination By Any Party.** Subject to Section 9 below, the Class Representative, on behalf of the Settlement Class, or Renters Warehouse, shall have the right to terminate this Settlement Agreement by providing written notice of the election to do so to all other Parties hereto within ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Section 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

7. Preliminary Approval and Final Order

7.1. Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for entry of a Preliminary Approval Order of the settlement set forth in this Agreement, which shall include, among other things, a request that the Court:

- (a) appoint Plaintiffs Nick Hansen and Meghan Arquette as representatives of the Settlement Class;
- (b) appoint Class Counsel to represent the Settlement Class;

(c) certify the Settlement Class under Fed. R. Civ. P. 23 for settlement purposes only and without prejudice to Renters Warehouse's right to contest class certification if this Agreement is not approved;

(d) preliminarily approve this Agreement for purposes of disseminating notice to the Settlement Class;

(e) approve the form and contents of the Settlement Class Notice for dissemination to the Settlement Class, as well as the method of its dissemination to members of the Settlement Class;

(f) schedule a Final Approval Hearing to review comments and/or objections regarding this Agreement, to consider its fairness, reasonableness and adequacy, and the application for an award of attorneys' fees and reimbursement of expenses and to consider whether the Court shall issue a Judgment approving this Agreement, granting Class Counsel's application for the Fee Award and an Incentive Award to the Class Representative, and dismissing the Action with prejudice.

7.2. After Notice to the Settlement Class is given in accordance with the terms of this Agreement, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other things, a request that the Court:

(a) find that it has personal jurisdiction over all Settlement Class Members and subject-matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions; and declare the Settlement Agreement

to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties;

(c) find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Final Judgment, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) authorize the Settling Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents that (1) shall be consistent in all material respects with the Final Judgment, and (2) do not limit the rights of Settlement Class Members;

(i) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

8. Class Counsel's Fees, Reimbursement of Expenses, and Incentive Award

8.1. Renters Warehouse agrees to pay, out of the Settlement Fund, Class Counsel's reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award. Class Counsel will petition the Court for such fees and expenses, and the Court's determination of the petition shall be the Fee Award. Class Counsel has agreed, with no consideration from Renters Warehouse, to limit their request to no more than thirty-three percent (33.3%) of the Settlement Fund. Payment of the Fee Award shall be made from the Settlement Fund and, should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this provision shall remain in the Settlement Fund to be distributed to Settlement Class Members.

8.2. Class Counsel shall be paid the Fee Award from the Settlement Fund within seven (7) days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to an

account designated by Class Counsel after providing necessary information for electronic transfer.

8.3. In addition to any payment to which Nick Hansen and Meghan Arquette may be entitled under this Agreement, and in recognition of the time and effort he expended on behalf of the Settlement Class, subject to the Court's approval, the Class Representative shall be paid from the Settlement Fund an Incentive Award in the total amount of fifteen thousand dollars (\$15,000). Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund to be distributed to Settlement Class Members in accordance with this Agreement.

8.4. The Class Representative shall be paid the Incentive Award, as determined by the Court, from the Settlement Fund within seven (7) days after the Effective Date. Payment of the Incentive Award to the Class Representative shall be made via check to the Class Representative, such check to be sent care of Class Counsel.

9. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

9.1. The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

- (a) This Agreement has been signed by the Settling Parties and their respective counsel;
- (b) The Court has entered an order granting Preliminary Approval of the Agreement;
- (c) The Court has entered an order finally approving the Settlement Agreement, following notice to the Settlement Class and a Final Approval Hearing, as

provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment substantially consistent with this Agreement; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) to which the Parties have consented, that Alternative Judgment has become Final.

9.2. If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Section 9.3, unless Class Counsel and Renters Warehouse’s Counsel mutually agree in writing to proceed with this Agreement. If any Settling Party is in material breach of the terms hereof, any other Settling Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all other Settling Parties. Notwithstanding anything herein, the Settling Parties agree that the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the Incentive Award to the Class Representative, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3. If this Agreement is terminated or fails to become effective for the reasons set forth in Sections 6.1, 6.2, 9.1, or 9.2 above, the Settling Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Settling Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into

and, pursuant to Section 10.4 below, this Agreement shall not be used for any purpose whatsoever against any of the Settling Parties.

10. Miscellaneous Provisions

10.1 The Settling Parties: (1) acknowledge that it is their intent to consummate this Settlement Agreement; and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Renters Warehouse's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Agreement and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Renters Warehouse, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Settling Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Settling Parties have read and understand fully this Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Renters Warehouse as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against Renters Warehouse as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to whether it constitutes a “Landlord” for purposes of Minnesota law, specifically including Minnesota statutes concerning security deposits;

(d) is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession, or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Renters Warehouse or the Yedlas, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

(e) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Moreover, if this Settlement Agreement is approved by the Court, any party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such party or Settling Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

(f) is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and

(g) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.6 The waiver by one Settling Party of any breach of this Agreement by any other Settling Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.7 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Settling Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.9 Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

10.10 Plaintiff represents and warrants that he has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other Person or party and that he is fully entitled to release the same.

10.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take

appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.12 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.14 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to the conflicts of laws provisions thereof.

10.15 This Settlement Agreement is deemed to have been prepared by counsel for all Settling Parties, as a result of arm's-length negotiations among the Settling Parties. Whereas all Settling Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

10.16 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

If to Plaintiff's Counsel:

Thomas J. Lyons, Jr., Esq.
Carter B. Lyons, Esq.
Consumer Justice Center, P.A.
367 Commerce Court
Vadnais Heights, MN 55127

Ryan D. Peterson, Esq.
Peterson Legal PLLC
6660 France Avenue South
Suite 602
Edina, MN 55435

-and-

If to Renters Warehouse's Counsel:

Cory D. Olson, Esq.
Ryan M. Lawrence, Esq.
Ryan P. Downes, Esq.
Anthony Ostlund Louwagie Dressen
& Boylan P.A.
60 South Sixth Street, Suite 3900
Minneapolis, MN 55402

If to the Yedlas' Counsel:

Joel D. Van Nurden
Van Nurden Law, PLLC
9800 Bren Road East, Suite 290
Hopkins, MN 55343

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

BY PLAINTIFFS:

Dated: 7/7/2026

NICK HANSEN, individually and on behalf of the Settlement Class
 Signed by: Nick Hansen
 By: 55E0421C42304C6...

Dated: 7/7/2026

MEGHAN ARQUETTE, individually and on behalf of the Settlement Class
 Signed by: [Signature]
 By: 5A568218AA83444...

BY DEFENDANT:

Dated: _____

RENTERS WAREHOUSE, LLC,

By: _____
 Shunsuke Iguchi, Chief Executive Officer

BY THIRD-PARTY DEFENDANTS

VARDHAN YEDLA SRINIVASA HARSHA, individually

Dated: _____ By: _____

GAURI V. YEDLA, individually,

Dated: _____ By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

BY PLAINTIFFS:

NICK HANSEN, individually and on behalf of the Settlement Class,

Dated: _____

By: _____

MEGHAN ARQUETTE, individually and on behalf of the Settlement Class,

Dated: _____

By: _____

BY DEFENDANT:

Dated: 7/6/2026

RENTERS WAREHOUSE, LLC,

By: 
Shunsuke Iguchi, Chief Executive Officer

BY THIRD-PARTY DEFENDANTS

VARDHAN YEDLA SRINIVASA HARSHA, individually

Dated: _____

By: _____

GAURI V. YEDLA, individually,

Dated: _____

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

BY PLAINTIFFS:

NICK HANSEN, individually and on behalf of the Settlement Class,

Dated: _____

By: _____

MEGHAN ARQUETTE, individually and on behalf of the Settlement Class,

Dated: _____

By: _____

BY DEFENDANT:

Dated: _____

RENTERS WAREHOUSE, LLC,

By: _____
Shunsuke Iguchi, Chief Executive Officer

BY THIRD-PARTY DEFENDANTS

VARDHAN YEDLA SRINIVASA HARSHA, individually

Dated: 07 / 08 / 2026

By: 

GAURI V. YEDLA, individually,

Dated: 07 / 08 / 2026

By: 