

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Lisa Stone, Jasmine Rucks, Shanna Sorman,
and Tiffany Beckham, on behalf of
themselves and all others similarly situated,

The Honorable Nelson Peralta
File No. 27-cv-21-8758
Case Type: Civil Other

Plaintiffs,

vs.

FINAL APPROVAL ORDER

Invitation Homes, Inc. et al.,

Defendants.

This matter came on for a motion hearing before the Honorable Nelson Peralta, Judge of District Court, in Courtroom 953 at the Hennepin County Government Center located at 300 South Sixth Street in the City of Minneapolis, County of Hennepin, State of Minnesota, on April 6, 2026 at 9 a.m.

Plaintiffs appeared by and through their counsel, Thomas Lyons, Esq., Mark Vareck, Esq., and Michael Davey, Esq.

Defendants appeared by and through their counsel, Jeffrey Justman, Esq., and Josiah Young, Esq.

Based upon the evidence adduced, arguments of counsel, and all of the files, records, and proceedings herein, the Court makes the following:

FINDINGS OF FACT

1. Plaintiffs' motion for final approval of class action settlement, an award of attorney fees and expenses, and for lead Plaintiffs' service awards is unopposed.

2. There have been no objections to the proposed settlement, and no Objectors were in attendance at the hearing.

3. Defendants do not object to the class representative incentive awards nor to the request for attorney fees.

4. Other than the attorneys for both sides, no one else attended the final approval hearing. Towards the conclusion of the hearing, the Court requested that counsel check in the

hallway to confirm that no Objectors were present. At 10:10 a.m. it was confirmed to the Court from counsel for Plaintiff that there was no one present in the hallway outside of Courtroom 953. Counsel for Defendant agreed.

5. The Court provided ample opportunity for anyone objecting to any aspect of Plaintiffs' motion to attend and be heard, and no one objected. The parties have collaborated extensively in the process of finalizing the proposed settlement and it was abundantly clear to the Court that there was no opposition from Defendants to Plaintiffs' motion to approve the final settlement.

Accordingly, based upon the above Findings of Fact, the Court issues the following:

FINAL APPROVAL ORDER

1. Plaintiffs' Motion for Final Approval is granted.
2. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
3. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class Members, and Defendants.
4. The Court incorporates and confirms as final its preliminary findings, conclusions and appointments as reflected in the Preliminary Approval Order.
5. The Court-approved Notice of Class Action Settlement and accompanying Claim Form ("Notice") were distributed by the Settlement Administrator to Settlement Class Members by direct mail and email in accordance with the Settlement Agreement and Preliminary Approval Order. The Settlement Administrator also provided a reminder notice and established a settlement website for Settlement Class Members that provided access to the Notice, other settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfied due process under the U.S. and Minnesota Constitutions and the requirements of Minnesota Rule of Civil Procedure 23.05(a) and constituted the best notice practicable under the circumstances.

6. Plaintiffs Lisa Stone, Jasmine Rucks, Shanna Sorman, and Tiffany Beckham are confirmed as the Settlement Class Representatives.

7. Thomas J. Lyons, Jr., Mark Vavreck, and Michael G. Davey are confirmed as Settlement Class Counsel.

8. Verita Global, LLC is confirmed as the Settlement Administrator.

9. The Court grants certification for settlement purposes of the following class:

Any Minnesota tenant of Invitation Homes, Inc. or any of its subsidiaries or affiliates (as defined in Section 1.8 of the Settlement Agreement) that rented within part or all of the period from July 12, 2015 through July 12, 2021.

10. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

11. No member requested exclusion from the Settlement Class.

12. The Settlement Class meets all requirements for certification under Minnesota Rules of Civil Procedure 23.01 and .02 for settlement purposes for the reasons explained in Plaintiffs' Memorandum of Law in Support of Their Unopposed Motion for Preliminary Approval of Class Action Settlement. In particular, the Settlement Class satisfies the following Rule 23 requirements: (1) numerosity is satisfied because the Settlement Class includes over 1,000 members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether Invitation Homes complied with Minnesota law when addressing consideration for performance of maintenance in certain Minnesota leases; (3) typicality is satisfied because the claims of Plaintiffs and the Settlement Class arise out of the similar leases with similar lease provisions; and (4) adequacy is satisfied because the Settlement Class Representatives have an interest in the litigation and have no conflict with Settlement Class Members and because Settlement Class

Counsel is experienced in class action litigation, and has adequately represented the Settlement Class. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability.

13. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that the strength of the Settlement Class Representatives' and Settlement Class Members' claims, weighed against the strength of Invitation Homes's defenses, support approval of the Settlement. In addition, taking this Action to trial would be a complex, lengthy, and expensive undertaking. Furthermore, support for the settlement was strong, with zero objections and zero requests for exclusion. The settlement was negotiated on behalf of the Settlement Class by competent class action counsel following two mediations with an experienced mediator (Judge John Jarvey (ret.)) and several months of additional arms-length negotiations between the Parties. The Parties reached a settlement only after Invitation Homes had filed a motion to dismiss and appeals of that motion and provided Plaintiffs with class data and case information. Further, prior to the mediation, the Parties exchanged detailed briefs setting forth their respective positions. The parties therefore were well-informed regarding the merits of this Action and the strengths and weaknesses of their respective positions.

14. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement Agreement in accordance with its terms (such terms are incorporated into this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement Agreement all Exhibits thereto) as may be

necessary to consummate the Settlement that (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

15. As set forth in Section 5.1 of the Settlement Agreement, as of the Settlement Effective Date, the Settlement Class Representatives and all Settlement Class Members, and each of their predecessors, successors, children, spouses, beneficiaries, heirs, executors, conservators, administrators, and assigns, and anyone claiming by, through or on behalf of them, and excluding any Settlement Class Member who submits a timely and valid request to be excluded from the Settlement Class (defined in the Settlement Agreement as “Releasing Settlement Class Members”) are deemed to have irrevocably released Defendants and each of their respective past, present, and future owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, independent contractors, and attorneys (defined in the Settlement Agreement “Released Parties”) from all claims whether known or unknown, arising out of the allegations in the Class Action Complaint in the Action, including claims that were litigated in the Action or that could have been brought in the Action, arising from or related to the same nucleus of facts, or that relate in any way to the Lawsuit, or the performance of maintenance during the Settlement Class Member’s tenancy at any Invitation Homes property in Minnesota.

16. As set forth in Section 5.2 of the Settlement Agreement, as of the Settlement Effective Date, the Settlement Class Representatives are deemed to have released the Released Parties from any and all claims or causes of action, whether known or unknown, they could have asserted against the Released Parties from the beginning of time through the date of Final Approval. Specifically, the Settlement Class Representatives knowingly and voluntarily release and forever discharge, to the fullest extent permitted by law, the Released Parties of and from any and all claims, known and unknown, asserted and unasserted, the Settlement Class Representatives

have or may have against the Released Parties as of the date of execution of this Agreement, including, but not limited to: any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of any Minnesota statute and/or consumer protection statute (and all similar state statutes and/or consumer protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative. Notwithstanding the above, nothing in this section is intended to limit or restrict any rights that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished.

17. The Releases above apply to unknown claims, which are claims that could have been raised in the Action and that Plaintiffs, and the Releasing Settlement Class Members, do not know or suspect to exist, which, if known by him, her or they, might affect his, her or their agreement to release the Released Parties or the Released Claims or might affect his, her or their decision to agree, to object or not to object to the Settlement. By this Order, Plaintiffs, the Settlement Class, and the Releasing Settlement Class Members 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 any federal law; the law of any state, the District of Columbia or territory of the United States; or any principle of common law which is similar, comparable or equivalent to Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiffs, the Settlement Class, and the Releasing Parties 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 the Release, but they nonetheless forever settle and release the Released Claims, notwithstanding any unknown claims they may have.

18. Pursuant to the terms of the Settlement Agreement, all Releasing Settlement Class Members are permanently barred and enjoined from instituting, participating in, prosecuting, or maintaining, either directly or indirectly, on their own behalf or on behalf any other person or entity, any action or proceeding of any kind, in any forum, asserting any of the Released Claims against any of the Released Parties. All Settlement Class Members are deemed to have agreed that the Release described herein, and the injunction against pursuing Released Claims, will be and may be raised as a complete defense to and will preclude any action or proceeding based on the claims released by and through the Settlement Agreement.

19. The Court directs the Defendants to transfer the balance of the Maximum Notice and Claims Administration Costs to the Settlement Administrator, Verita Global, LLC, to be used to pay the Notice and Claims Administration Costs on the terms set forth in the Settlement Agreement.

20. The Settlement Administrator shall issue payments to all Settlement Class Participants as described in the Settlement Agreement. The Settlement Administrator shall treat as timely all valid claims either (i) submitted by February 10, 2026 or, (ii) submitted after February 10, 2026 but identified to this Court by Settlement Class Counsel at or before the Final Approval Hearing as submitted late due to excusable neglect on the part of the claimant.

21. The Court awards Settlement Class Counsel \$325,000 in attorney fees and litigation costs, which are payable from the Gross Fund as described in the Settlement Agreement.

22. The Court awards each of the Settlement Class Representatives—Lisa Stone, Jasmine Rucks, Shanna Sorman, and Tiffany Beckham—\$14,750 as an Incentive Award, which is payable from the Gross Fund as described in the Settlement Agreement. In addition, each of the Settlement Class Representatives is awarded the Debt Relief set forth in paragraph 12.1 of the Settlement Agreement.

23. Funds not claimed by Settlement Class Members and/or checks not cashed by Settlement Class Participants shall be distributed according to the Settlement Agreement.

24. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in this Order and the Settlement Agreement, but this Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

25. Neither this Order and Final Judgment, nor any of the materials described in Section 2 of the Settlement Agreement, shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

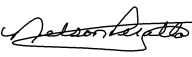
26. The Clerk of Court is directed to enter and docket this Order and Final Judgment in the Action.

27. **Prior Orders.** All prior orders not inconsistent with the terms of this Order remain in full force and effect.

28. If you have any questions, please contact Judge Peralta's chambers. The opposing party must be copied on all communications to Chambers.

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Attn: Judge Nelson Peralta
300 South Sixth Street, C-12 Minneapolis, MN 55487

It is so ordered.

ENTERED:  Peralta, Nelson
2026.04.22
16:58:35 -05'00'

Honorable Nelson Peralta

April 22, 2026
Date