

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

NATHANIEL JOHNSON, et al.,	)	
	)	
individually and on behalf of those	)	
similarly situated,	)	
	)	
Plaintiffs,	)	Case No.: 2316-cv09588
v.	)	
	)	
STONEGATE MEADOWS	)	
APARTMENTS, LLC, et al.,	)	
	)	
Defendants.	)	

**APPLICATION FOR AWARD OF ATTORNEYS’ FEES, COSTS AND CLASS
REPRESENTATIVE SERVICE AWARDS**

On May 5, 2026, the Court granted preliminary approval to a class action settlement between certain Plaintiffs and Defendants Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC (“Stonegate LLC Entities”). The settlement will provide meaningful relief to numerous Class Members and, hopefully, bring some level of deterrent effect to other multi-family landlords that operate in the Kansas City metropolitan area. Such efforts by Class Counsel are worthy of being compensated.

Turning to the details of the proposed settlement, it brings substantial economic relief to the class. Class Members will receive checks directly from a common fund managed by the Settlement Administrator, without having to jump through administrative hoops, such as filing a claim form. Class members will also receive valuable injunctive relief in two ways. First, the Stonegate LLC Entities shall fully and permanently forgive

any Covered Rental Debt¹ purportedly accrued by current and former tenants of the property from November 27, 2019 through December 31, 2025. *See* Agreement, Exhibit 1 hereto, ¶ 39. The Stonegate LLC Entities are also permanently barred from any attempts to collect, enforce, recover, sell, transfer, or assign any Covered Rental Debt not paid or collected before the Effective Date, whether directly or through any third party. The Stonegate LLC Entities are also barred from reporting any Covered Rental Debt to any consumer reporting agency or credit reporting agency after the Effective Date. *Id.*, ¶ 41. Second, within twenty-one days of the Effective Date, the Stonegate LLC Entities will begin implementation of substantial and meaningful repair and remediation efforts as set forth in ¶¶ 44-55 of the Settlement Agreement. These remediation/repair efforts go to the heart of the issues raised by the Plaintiffs in this lawsuit, and will provide meaningful relief to current and future tenants of the Property.

The proposed settlement was consummated after contentious discovery and extensive settlement negotiations under the guidance of a mediator well-versed in class actions and complex litigation. Perhaps most indicative of the result obtained by Class Counsel is the fact that to date, unlike many class action settlements, there have been **no objections** to the proposed class settlement.² Likewise, so far there have been no objections to the attorneys' fees, expenses and service awards sought herein.³ On the contrary, Class

¹ Capitalized terms have the meaning set forth in the defined term section of the Settlement Agreement, a copy of which is attached hereto as Exhibit 1.

² The objection period is largely concluded and ends on July 13, 2026. *See* Order dated May 5, 2026, ¶ 12.

³ The Settlement Agreement, available to class members on the settlement website, sets forth the percentage amount range sought by Class Counsel. Similarly, the Court-approved

Counsel have heard directly from Class Members who are very appreciative of the settlement benefits and look forward to this Court's final approval of the settlement.

Now, in return for their hard work in prosecuting this complex class action on a fully contingent basis, with no assurance of any payment or outcome, and obtaining a settlement that favorably resolve the remaining part of this case, Class Counsel seek a fee of 33% of the \$2 million common fund created by the settlement. Specifically, Class Counsel respectfully request an order awarding them \$660,000 in attorney fees and \$43,499.23 in litigation expenses from the common fund. The Settling Defendants do not object to these amounts.⁴

Class Counsel also request an order awarding each of the settlement Plaintiffs a \$7,000 service award (to the extent they have not already received a service award from a prior settlement), in addition to their compensation as Class Members. Those named settlement Plaintiffs are: Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams. Class Counsel is also requesting an additional \$8,000 service award for Plaintiff Shimailyn Brown for her continuing service as a class representative.⁵ The service awards

Notice provided to the class also advised of that range.

⁴ Consensual resolution of attorneys' fee issues is the *ideal* toward which litigants should strive. *See, e.g., Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983). Where, as here, the parties have agreed on the amount of attorneys' fees and expenses, courts give the parties' agreement substantial deference. *Cohn v. Nelson*, 375 F. Supp. 2d 844, 861 (E.D. Mo. 2005); citing to *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) (holding that an agreed-to fee is an ideal situation because "[a] request for attorney's fees should not result in a second major litigation").

⁵ In addition to all of the work done by the settlement Plaintiffs, Ms. Brown was also compelled to appear for a court hearing in the instant litigation and, as the only class representative still living in the apartment complex, she had to fight an eviction action

are in recognition of the substantial time, devotion and commitment the settling Plaintiffs have contributed to this litigation, and for their work in prosecuting the damages claims of the Class Members, including, but not limited to their appearance at mediation sessions, participating in lengthy depositions, active involvement in the investigation and discovery process and general assistance in reaching the resolution proposed by the Settlement.

The substantial benefits obtained for the Class Members through the settlement justify approval of this request for attorneys' fees, expenses and class representative service awards.

I. STATEMENT OF THE CASE

A. Relevant Background Facts

Plaintiffs allege that Stonegate LLC Entities failed to properly maintain the Stonegate Meadows Apartment Complex ("the Property") in a livable condition while it was the owner and/or manager of the Property from November 27, 2019 through the present. Plaintiffs allege that Stonegate LLC Entities forced residents to live in conditions that were unsafe, unsanitary and unhealthy and breached Class Members' right to have habitable rental property during the course of the Stonegate LLC Entities' ownership and management of the Property. Plaintiffs allege they suffered raw sewage back-ups, leaks in their ceilings and roofs, collapsing ceilings, structural damage to their walls and floors, leaks in their plumbing, mold, mildew, mice, bedbugs, roaches and other pests, and

brought in retaliation for her role as class representative in this litigation. Class Counsel believe that an additional service award for Ms. Brown is appropriate and just in light of the circumstances.

appliances that did not work, all of which Plaintiffs allege Stonegate LLC Entities were responsible for and should have resolved.

Plaintiffs filed suit alleging the Stonegate LLC Entities treated everyone situated like the Plaintiffs in the same manner, thus making this action susceptible to class treatment. In their lawsuit, Plaintiffs sought a refund of rents paid to the Stonegate LLC Entities, and other relief. The Stonegate LLC Entities deny Plaintiffs' claims and allegations, and contend they acted properly at all times. The Stonegate LLC Entities contend they were not ultimately responsible for the conditions of the Property, However, to avoid the uncertainties of litigation, the Plaintiffs and the Stonegate LLC Entities have entered into the Settlement.

B. Procedural History

On April 7, 2023, Plaintiff filed a Petition in the Circuit Court of Jackson County, Missouri styled *Johnson v. Stonegate Meadows Apartments, LLC*, Case No. 2316-cv09588, seeking, on behalf of themselves and all others similarly situated. On November 25, 2024, Plaintiffs amended their petition to add Defendant Prime Midwest, LLC. On February 11, 2026, this Court granted Plaintiffs leave to join Read Property Group, LLC as a party defendant, and the Parties were able to reach a settlement agreement before Plaintiffs filed their amended petition joining Read Property Group, LLC.

Plaintiffs and the Stonegate LLC Entities engaged in voluminous discovery, including four sets of written discovery comprising four-hundred-thirty-four (434) individual discovery requests, and production of more than 106,305 documents. The parties

also took numerous depositions, including all named plaintiffs, some current and former employees and some of defendants' executives. This extensive discovery gave both Plaintiffs and the Stonegate LLC Entities the opportunity to fully investigate and substantiate their respective positions in the case, and assess settlement value.

On January 29, 2024, settlement discussions took place before mediator Sly James. A settlement was not reached during that mediation, so discovery continued.

On January 27, 2025, Plaintiffs filed their motion to certify a damages class against Stonegate Meadows Apartments LLC, Elite Management MO LLC and Prime Midwest, LLC, pursuant to Missouri Rule of Civil Procedure 52.08(b)(3). The Stonegate LLC Entities subsequently filed their written response to Plaintiffs' motion, and the motion was not ruled on by this Court before the settlement was finalized.

On May 13, 2025, the Parties engaged in a second mediation session with mediator Mark Kempton. A settlement was not reached during this mediation either. However, the Parties continued to work towards a resolution and eventually, they were able to reach a settlement in principal. The Parties subsequently worked together to prepare the Agreement that is now being presented to this Court. The settlement has been given preliminary approval, and a final approval hearing is scheduled for August 21, 2026 at 9:00 a.m.

C. Terms of the Settlement

In essence, the Settlement provides that in exchange for a full release, the Stonegate LLC Entities will provide the class members both money damages and injunctive relief. Specifically, as to money damages, under the terms of the Agreement, the Stonegate LLC

Entities have agreed to pay the sum of Two Million Dollars (\$2,000,000.00) into an escrow fund held by the Settlement Administrator to partially refund rents paid by Class Members living at the Property from November 27, 2019 through December 31, 2025. *See* Agreement, ¶ 5. Class Members will receive payment checks directly from the Settlement Administrator, without the need for a claim form. *Id.*, ¶ 60. If checks are returned unclaimed, the Settlement Administrator will search for updated addresses and reissue checks to those Class Members. *Id.*, ¶ 60. After a certain period, a second round of settlement checks will be mailed directly to Class Members. *Id.*, ¶ 60. Two hundred and ten days following the Effective Date of the Agreement, any unclaimed balance in the Settlement Fund shall revert to Defendants. *Id.*, ¶ 61. Once all aspects of the Settlement Fund have been distributed, the Settlement Administrator shall file a report with the Court confirming that the entirety of the Settlement Fund has been distributed through either payments to the Settlement Class Members or through the reversion payment to Defendants. *Id.*, ¶ 62. In addition to the cash settlement fund, the Stonegate LLC Entities will also pay for the costs of providing notice to the Class Members. *Id.*, ¶ 36.

In terms of the injunctive relief provided to Class Members under the Settlement, first, the Stonegate LLC Entities shall fully and permanently forgive any Covered Rental Debt purportedly accrued by current and former tenants of the property from November 27, 2019 through December 31, 2025. *Id.*, ¶ 39. The Stonegate LLC Entities are also permanently barred from any attempts to collect, enforce, recover, sell, transfer, or assign any Covered Rental Debt not paid or collected before the Effective Date, whether directly

or through any third party. The Stonegate LLC Entities are also barred from reporting any Covered Rental Debt to any consumer reporting agency or credit reporting agency after the Effective Date. *Id.*, ¶ 41.

Second, within twenty-one days of the Effective Date, the Stonegate LLC Entities will begin implementation of the repair and remediation efforts as set forth in ¶¶ 44-55 of the Settlement Agreement. Those efforts include:

- Pest control and remediation (*see* Ex. 1, ¶¶44, 50);
- Roofing repair/replacement (*see* Ex. 1, ¶¶45-47, 51);
- Plumbing repair/remediation (*see* Ex. 1, ¶¶48, 52),
- Shower stall liner/insert replacement (*see* Ex. 1, ¶¶49, 53).

In exchange for the ample benefits being provided to the Class Members, the Stonegate LLC Entities will obtain a full release of all claims asserted, or that could have been asserted, against those Defendants by the Class Members. *Id.*, ¶ 71.

Of course, as a class proposed pursuant to Mo. R. Civ. P. 52.08(b)(3), all Class Members have the absolute right to object to the Settlement. *Id.*, ¶ 77. Similarly, all Class Members have the absolute right to opt out/exclude themselves from the Settlement if they choose to do so. *Id.*, ¶ 75. Both rights (the right to object and the right to opt out) are explained to Class Members in the proposed Class Notice form, including the dates by which Class Members must mail their objections or opt-outs. *See* Exhibit A to the Agreement. The Settlement Administrator has already mailed the Class Notice to all Class Members and, if any are returned undeliverable, the Settlement Administrator will search

for current address information and remail those Class Notices. *Id.*, ¶ 83.

II. CALCULATION OF ATTORNEYS' FEES

Courts have consistently recognized that an award of attorneys' fees in a class action serves the dual purpose of encouraging class representatives to seek redress for injuries and deterring future misconduct.⁶

Missouri courts adhere to the "American rule" which states that, ordinarily, litigants must bear the expense of their own attorney's fees.⁷ Attorney's fees may be awarded to a successful litigant only where they are provided for by statute or by contract, where very unusual circumstances exist so it may be said equity demands a balance of benefits, or where the attorney's fees are incurred because of involvement in collateral litigation.⁸ The balancing of the benefits incorporates two related doctrines.⁹ First, the common fund doctrine permits a trial court to require non-litigants to contribute their proportionate part of the attorney's fees when a litigant successfully creates, increases, or preserves a fund in which the non-litigants were entitled to share.¹⁰ Second, the common fund doctrine permits recovery of attorney's fees when a successful litigant benefits a

⁶ "Although Missouri courts have not addressed the issue, federal courts recognize an inherent equitable authority to award attorney's fees and expenses out of a fund that the efforts of class counsel has created." 15 MOPRAC § 52.08:16; *See, e.g., Deposit Guar. Nat 'l Bank v. Roper*, 445 U.S. 326, 338-39 (1980).

⁷ *Lett v. City of St. Louis*, 24 S.W.3d 157, 162-164 (Mo. App. E.D. 2000) (citing *Nix v. Nix*, 862 S.W.2d 948, 952 (Mo. App. S.D. 1993)).

⁸ *Lett*, 24 S.W.3d at 162-164 (citing *Southern Missouri Dist. Council of Assemblies of God v. Hendricks*, 807 S.W.2d 141, 149 (Mo. App. 1991)).

⁹ *Lett*, 24 S.W.3d at 162-164 (citing *Feinberg v. Adolf K. Feinberg Hotel Trust*, 922 S.W.2d 21, 26 (Mo. App. E.D. 1996)).

¹⁰ *Id.*

group of other individuals similarly situated.¹¹ In sum, “[f]ee awards unique to class actions, and to related situations involving the creation of litigation benefits for third parties where fees can be ratably charged against the recoveries obtained, are fees awarded under the common fund doctrine.”¹²

Missouri law recognizes that a court may charge a class counsel’s reasonable fees to the class members where they are the beneficiaries of a “common benefit” produced by the class action.¹³ The United States Supreme Court has recognized that “a reasonable fee is based on a percentage of the fund bestowed upon the class.”¹⁴ This “common fund” doctrine reflects a traditional equitable practice and stands as an exception to the general rule that each litigant must bear his own attorney fees.¹⁵ Among the factors that may be examined by the Court are: (1) the result achieved; (2) the nature and character of the services rendered; (3) the degree of professional ability required; (4) the nature and importance of the subject matter; (5) the amount involved or the result obtained; (6) the vigor of the opposition; (7) the rates customarily charged by the attorneys involved in the case and by other attorneys in the community for similar services; and (8) the time expended on pursuing and litigating the case.¹⁶

Here, Class Counsel obtained \$2 million from the Settling Defendants after years

¹¹ *Id.*

¹² *Newberg on Class Actions* § 14.1 at 505-506 (4th ed. 2002).

¹³ *Lett*, 24 S.W.3d at 162-164 (citing *Weinberger v. Great N. Nekoosa Corp.*, 925 F.2d 518, 522 n. 6 (1st Cir. 1991)).

¹⁴ *Blum v. Stenson*, 465 U.S. 886, 900 n. 16 (1984).

¹⁵ See *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980).

¹⁶ *Berry v. Volkswagen Group of Am., Inc.*, 397 S.W.3d 425, 431 (Mo. 2013).

of hard-fought litigation regarding the habitability of apartments at the Property. The fees sought by Class Counsel were wholly contingent in nature and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous costs inherent in class action litigation, as well as a long battle with corporate Defendants that had retained competent defense firms. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful outcome of this action on behalf of all Class Members. Consistent with the authorities cited above, Class Counsel respectfully submit that a determination of attorneys' fees should be calculated utilizing a percentage of the common fund method.

Here, utilizing the percentage of benefit approach, the requested attorney fee is 33% of the total fund created: \$660,000 Attorney Fee (\$2,000,000 x 33%). There should be no dispute that a 33% fee is reasonable; each Settling Plaintiff signed a retainer agreement that provided for a much higher fee award (up to 40%) to Class Counsel. Moreover, a review of previous class action settlements clearly demonstrates that courts have historically not been hesitant to award fees in the range of 20% to 50% of the common benefit, depending upon the circumstances of the case.¹⁷ In fact, one Circuit has noted that fees typically range from

¹⁷ See, e.g., *In re U.S. Bancorp Litig.*, 291 F.3d 1035 (8th Cir. 2002) (upholding fee award amounting to **36%** of fund); *In re Ikon Office Solutions, Inc.*, 194 F.R.D. 166 (E.D. Pa. 2000) (**30%** of \$111 million recovery); *In re Combustion, Inc.*, 968 F. Supp. 1116 (W.D. La. 1997) (**36%** of \$127 million recovery); *In re Charter Comm 'ns, Inc.*, No. 4:02-CV-1186, 2005 WL 4045741, *14 (E.D. Mo. June 30, 2005) (quoting National Economic Research Associates study of securities class actions: "**Regardless of case size, fees average approximately 32 percent of the settlement.**"); *In re United Telecommunications, Sec. Litig.*, No. 90-2251-0, 1994 WL 326007, at *3 (D. Kan. June 1, 1994) (**33.3%** of \$ 28,000,000 settlement).

20% to 50%, with the average of fees in sixteen surveyed cases being 30.06%.¹⁸ Given this historical trend, it is not surprising that the preeminent secondary authority on class action litigation, *Newberg on Class Actions* has noted:

No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the Class, although somewhat larger percentages are not unprecedented.¹⁹

It should also be noted that with regard to percentage fee awards, this same preeminent authority states, “[A]chievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed.”²⁰ In this case, the requested fee of 33% of the common fund falls well within the range of awards made in other class actions in this area²¹ and elsewhere, and is particularly warranted in light of the facts of this case.

Finally, aside from the benefits obtained for Class Members, meritorious class actions provide far broader benefits in two respects that cannot be calculated in purely monetary terms and which Class Counsel respectfully suggest should not be overlooked by this Court. As explained by the Sixth Circuit in *Gascho v. Global Fitness Holdings, LLC*, 822 F.3d 269, 287 (6th Cir. 2016):

¹⁸ See *In re Activision Securities Litigation*, 723 F. Supp. 1373, 1378 (N.D. Cal. 1989).

¹⁹ *Newberg on Class Actions*, 3d Ed., 1992, §14.03.

²⁰ *Newberg on Class Actions*, 3d Ed., §14.01, pp. 14-10:14-11.

²¹ See, e.g., *Massey, et al. v. Shelter Life Insurance Co.*, 05-CV-4106-NKL (W.D. Mo.) order dated October 17, 2006 (Doc. # 148) (approving 33% common fund attorney fee); *Puga, et al. v. Nephrite Fund I, LLC, et al.*, 2116-CV13008 Jackson County, Missouri November 22, 2024 (order approving 40% common fund attorney fee).

Consumer class actions, furthermore, have value to society more broadly, both as deterrents to unlawful behavior—particularly when the individual injuries are too small to justify the time and expense of litigation—and as private law enforcement regimes that free public sector resources.²² If we are to encourage these positive societal effects, Class Counsel must be adequately compensated—even when significant compensation to Class Members is out of reach (such as when contact information is unavailable, or when individual claims are very small).²³

Similarly, in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001), 2016 WL 5338012 at *23 (N.D. Ohio Sept. 23, 2016) the Court stated:

Attorneys who take on class action matters serve a benefit to society and the judicial process by enabling...small claimants to pool their claims and resources.” *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 1029, 1043 (S.D. Ohio 2001). Moreover, “[s]ociety’s interests are clearly furthered by the private prosecution of civil cases which further important public policy goals,” *In re Southeastern Milk Antitrust Litig.*, 2013 WL 2155387 at *5 (E.D. Tenn. May 17, 2013), such as prosecuting tort claims regarding allegedly defective products. *See In re Sears, Roebuck & Co. Front-loading Washer Prod. Liab. Litig.*, 2016 WL 4765679 at *21 (“Congress has determined that

²² *See Gascho* at fn. 6. (William B. Rubenstein, *On What A “Private Attorney General” Is—and Why It Matters*, 57 Vand. L. Rev. 2129, 2168 (2004) (“[Class Counsel’s] clients are not just the class members, but the public and the class members; their goal is not just compensation, but deterrence and compensation.”); Myriam Gilles & Gary B. Friedman, *Exploding the Class Action Agency Costs Myth: The Social Utility of Entrepreneurial Lawyers*, 155 U. Pa. L. Rev. 103, 106 (2006) (“[T]he deterrence of corporate wrongdoing is what we can and should expect from class actions.”); William B. Rubenstein, *Why Enable Litigation?: A Positive Externalities Theory of the Small Claims Class Action*, 74 UMKC L. Rev. 709, 724–25 (2006) (“By enabling litigation, the class action has the structural consequence of dividing law enforcement among public agencies and private attorneys general and of shifting a significant amount of that enforcement to the private sector.”)).

²³ *See Gascho* at fn. 7. (Brian T. Fitzpatrick, *Do Class Action Lawyers Make Too Little?*, 158 U. Pa. L. Rev. 2043, 2047 (2010) (concluding that courts “should not be concerned about compensating class members in small-stakes class actions and, instead, should be concerned only with fully incentivizing class action lawyers to bring as many cost-justified actions as possible” because “the only function they serve is deterrence”); Hailyn Chen, Comment, *Attorneys’ Fees and Reversionary Fund Settlements in Small Claims Consumer Class Actions*, 50 UCLA L. Rev. 879, 892 (2003) (arguing that courts should not limit attorney’s fees to a percentage of actual claims because doing so will often “result in a fee that is so small as to prevent class action attorneys from pursuing such cases, which serve primarily a regulatory and deterrent function”)).

it is in the public interest to ‘encourage warrantors to establish procedures whereby consumer disputes are fairly and expeditiously settled through informal dispute settlement mechanisms.’ 15 U.S.C. § 2310(a)(1). Thus, this settlement encourages manufacturers to expeditiously identify and cure defects in their products, regardless of whether the defect manifests itself in every item sold.”).

Class action lawsuits, such as this one, further public interest by forcing companies to follow the law in their dealings with consumers and tenants. That has inherent value and should help convince other multi-family landlords in the metro area to adhere to habitability guidelines, benefiting tenants everywhere.

Class Counsel respectfully suggest that a \$660,000 fee award, paid to them from the common fund, is appropriate and warranted.

III. AN AWARD OF LITIGATION EXPENSES IS APPROPRIATE

With respect to costs and expenses, an order allowing reimbursement to Class Counsel from the common fund is proper. “Reasonable costs and expenses incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by those Class Members who benefit by the settlement.”²⁴ The requested costs must be relevant to the litigation and reasonable in amount.²⁵ Courts have recognized that expenses such as filing fees, mediation costs and expert fees are properly reimbursable costs from a common fund settlement.²⁶

²⁴ *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996) (citing *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 391–392 (1970)); see also *In re UnitedHealth*, 631 F. Supp. 2d at 1160; *Lett*, 24 S.W.3d at 162-164; *Nix*, 862 S.W.2d at 952; 15 MOPRAC § 52.08:16.

²⁵ See *Carlson*, 2006 WL 2671105, at *8.

²⁶ See, e.g., *Yarrington v. Solvay Pharmaceuticals, Inc.*, 697 F. Supp. 2d 1057, 1067-1068 (D. Minn. 2010); 15 MOPRAC § 52.08:16.

Here, Plaintiffs' litigation costs total \$43,499.23. That amount excludes costs already recovered in prior settlements, and includes expert fees, mediation costs, deposition costs, research costs and other expenses incurred to bring this case to a successful conclusion against the Settling Defendants.²⁷ Because these expenses are of the type routinely charged to paying clients, Class Counsel are entitled to an award reimbursing them for these costs and expenses from the common fund.

IV. A CLASS REPRESENTATIVE SERVICE AWARD IS APPROPRIATE

Class Counsel also respectfully request an order allowing a class representative service award to be paid from the common fund to each Settling Plaintiff in the amount of \$7,000.00 (to the extent they have not already received a service award from a prior class settlement in this case) and an additional \$8,000 for Plaintiff Shimailyn Brown. Courts have routinely granted approval of settlements containing such awards.²⁸

In the instant case, the service award reflects the degree of time and commitment that the Settling Plaintiffs dedicated to pursuing the claims of the Class Members and championing their cause. The Settling Plaintiffs spent significant time becoming familiar with the details of these claims, the facts surrounding their case and the facts relative to the Class Members. The Settling Plaintiffs met and conferred with Class Counsel for strategy

²⁷ See Declaration of Class Counsel Joseph Kronawitter, Exhibit 2 hereto.

²⁸ See, e.g., *In re U.S. Bancorp Litig.*, 291 F.3d at 1038 (approving service award); *White v. Nat'l Football League*, 822 F. Supp. 1389, 1406 (D. Minn. 1993) (noting that courts "routinely approve such awards for class representatives who expend special efforts that redound to the benefit of absent class members").

and planning sessions in order to ensure the success of this action. They also engaged in lengthy depositions and voluminous written discovery. The Settling Plaintiffs took time to engage in several lengthy mediation sessions in order to advance the claims of the Class Members, and were responsive to the requests of Class Counsel and the demands of this litigation. In addition to all of the above, Plaintiff Shimalyn Brown was also compelled to appear for a court hearing in the instant litigation and, as the only class representative still living in the apartment complex, she had to fight an eviction action brought in retaliation for her role as class representative in this litigation. For these reasons, and others, Ms. Brown deserves an additional service award.

The Settlement Agreement, Motion for Preliminary Approval, Order granting Preliminary Approval and the Class Notice all reference the service awards that would be sought for the Settling Plaintiffs and as the Court is aware, there have been **no objections** to any aspect of this settlement. Therefore, it can be easily inferred that no class member has an issue or disagreement with the service awards sought for the Settling Plaintiffs. Under these circumstances, the requested service awards are appropriate.

V. CONCLUSION

Class Counsel respectfully suggest their request for attorneys' fees, expenses and class representative service awards are fair, reasonable and warranted in light of the facts of this case. Accordingly, Class Counsel respectfully request the Court to enter an order directing the following payments from the common fund: 1) \$660,000 to Class Counsel for attorneys' fees; 2) \$43,499.23 to Class Counsel for litigation expenses, and 3) and \$7,000

each to Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams for class representative service awards (to the extent they have not already received such an award from a prior settlement), with an additional \$8,000 service award for Plaintiff Shimailyn Brown, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Joseph A. Kronawitter

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the original of this filing was signed, and that on the 29th day of June, 2026, a copy of the above and the foregoing document was served on the following counsel of record via the court's electronic filing system:

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/s/ Joseph A. Kronawitter
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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this ____ day of April, 2026, by and among: (1) Plaintiffs Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimalyn Brown, and Ratasha Williams (“Plaintiffs”), for themselves and on behalf of the Settlement Class as further defined herein, and (2) Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC (“Stonegate”), subject to Court approval as required by Rule 52.08 of the Missouri Rules of Civil Procedure. As provided herein, Class Counsel, Plaintiffs and Stonegate hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Approval Order and Final Judgment, all claims of the Settlement Class against Stonegate related to the Stonegate Meadows Apartment Complex, all as defined herein, including those at issue in *Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri, shall be settled and compromised upon the terms and conditions set forth in this Agreement.

I. Recitals

1. On April 7, 2023, Plaintiffs filed a Petition in the Circuit Court of Jackson County, Missouri styled *Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri (the “Action”), seeking, on behalf of themselves and all others similarly situated, refund of rents paid to and monetary damages from Stonegate, based upon the alleged conditions at the Stonegate Meadows Apartment Complex in Kansas City, Missouri (the “Property”).

2. Subsequently, Plaintiffs have filed amended Petitions to which Stonegate has filed Answers and Affirmative Defenses.

3. Plaintiffs and Stonegate have engaged in extensive written and deposition discovery subsequent to the filing of the Action.

4. On May 13, 2025, settlement discussions took place, per the Court's order to engage in mediation prior to trial, with outside neutral mediator Mark Kempton. Although a settlement was not reached at that time, negotiations continued. In late December 2025 and continuing into February 2026, the Parties negotiated extensively to resolve the issues preventing a class-wide resolution. Ultimately a settlement was reached, subject to execution of a mutually agreeable written Settlement Agreement, under which each Settlement Class Member would fully, finally, and forever resolve, discharge and release all rights and claims as described in Section VIII of this Agreement in exchange for Stonegate agreeing to: (1) pay the sum of Two Million Dollars (\$2,000,000.00) into a common fund to partially refund rental payments and compensate Settlement Class Members for their claims against Stonegate raised in Case No. 2316-CV-09588 and/or related to the habitability of the Property; (2) waive the unpaid rental debt allegedly owed by Class Members from November 27, 2019 through December 31, 2025 and agree not to prosecute any collection lawsuits regarding unpaid rental debt allegedly owed by Class Members from November 27, 2019 through December 31, 2025; (3) pay the costs of notice and administration of the settlement contemplated by this Agreement; (4) not oppose a request for payment of class representative service awards as set forth herein; (5) implement prospective repairs/remediation measures as specifically described below, and (6) not oppose a request for payment of attorneys' fees and expenses to Class Counsel as set forth herein.

5. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims held by the Settlement Class. The Parties intend this

Agreement to bind Plaintiffs, Stonegate and all members of the Settlement Class who do not timely request to be excluded from the Settlement.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement and the attached exhibits:

6. “Action” means *Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588, pending in the Circuit Court of Jackson County, Missouri.

7. “Stonegate” means Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC, and Read Property Group, LLC.

8. “Class Counsel” means:

Joseph A. Kronawitter
Taylor Foye
HORN AYLWARD & BANDY, LLC
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
816-421-0700

Gina Chiala
Amy Sweeny Davis
Nathan Cho
HEARTLAND CENTER FOR JOBS AND FREEDOM, INC.
4044 Central St.
Kansas City, Missouri 64111
816-278-1092

9. “Class Mail Notice” means a document in a form substantially the same as that attached hereto as **Exhibit A**.

10. “Class Period” means the period from December 1, 2019, through the date of preliminary approval.

11. “Covered Rental Debt” means rental debt, fees, charges, or related amounts purportedly accrued by and not previously paid or collected from current or former tenants as a result of or arising from a tenant’s tenancy at the Property from November 27, 2019 through December 31, 2025.

12. “Court” means the Circuit Court of Jackson County, Missouri.

13. “Effective Date” means the fifth business day after which all of the following events have occurred:

- a. All Parties and Class Counsel have executed this Agreement;
- b. The Court has entered without material change the Final Approval Order and Final Judgment approved by the Parties; and
- c. The time for appeal of or petition related to the Final Approval Order and Final Judgment entered by the Court has expired, and no appeal or petition for rehearing or review has been timely filed; or the Final Approval Order, Final Judgment and Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

14. “Final Approval” means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award to the Plaintiffs.

15. “Final Approval Order” means the order that the Court enters upon finally approving the Settlement. The Parties shall tender the form of Final Approval Order attached hereto as **Exhibit B** for the Court’s consideration.

16. “Final Hearing Date” means the date set by the Court for the hearing on final approval of the Settlement.

17. “Final Judgment” means the judgment entered by the Court. The Parties shall tender the form of Final Judgment attached hereto as **Exhibit C** for the Court’s consideration.

18. “Opt-Out Period” means the period that begins the day after the earliest date on which the Class Mail Notice is first mailed to Settlement Class Members, and which ends no later than 30 days prior to the Final Hearing Date. The Opt-Out deadline will be specified in the Class Mail Notice.

19. “Parties” means Plaintiffs and Stonegate.

20. “Plaintiffs” means Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown and Ratasha Williams.

21. “Preliminary Approval” means the date that the Court enters an order granting preliminary approval to the Settlement.

22. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement. The Parties shall tender the form of Preliminary Approval Order attached hereto as **Exhibit D** for the Court’s consideration.

23. “Released Claims” means all claims to be released as specified in Section VIII of this Agreement. The “Releases” means all of the releases contained in Section VIII of this Agreement.

24. “Released Parties” means those persons and entities released in Section VIII of this Agreement.

25. “Releasing Parties” means Plaintiffs and all members of the Settlement Class who do not timely and properly opt out of the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

26. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and the attached exhibits.

27. “Settlement Administrator” means RG/2 Claims Administration, P.O. Box 59479 Philadelphia, PA 19102-9479.

28. “Settlement Class” means:

All Missouri tenants who signed leases to live in a residential apartment, townhome, or any other type of unit at Stonegate Meadows Apartment Complex from December 1, 2019, through the date of preliminary approval.

Excluded from the class are officers, directors or employees of Stonegate, any trial judge who may preside over this action, court personnel and their family members and any juror assigned to this action.

29. “Settlement Class Member” means any person included in the Settlement Class who does not timely and properly opt-out of the Settlement.

30. “Settlement Fund” means the fund established under Section IV of this Agreement.

31. “Service Award” means any Court-ordered payment to Plaintiffs in addition to any payment due Plaintiffs as Settlement Class Members.

III. Certification of Settlement Class

32. Plaintiffs shall file a motion requesting the Court to preliminarily and finally certify the Settlement Class for purposes of this Settlement no later than March 6, 2026. Such certification shall be for a settlement damages class pursuant to Rule 52.08(b)(3) of the Missouri Rules of Civil Procedure. Stonegate will not oppose a motion to certify the Settlement Class for that purpose

only, and reserves all defenses and objections to certification of any class, other than for settlement purposes only.

33. If the Court declines to approve the Settlement, or if the Court changes the Settlement Class composition or the terms of the Settlement in any way not acceptable to one or more of the Parties after reasonable consultation with the other Parties, or if certification of the Settlement Class or approval of the Settlement is reversed, or if certification of the Settlement Class or approval of the Settlement is changed upon appeal or review in any way not acceptable to one or more of the Parties, that Party or those Parties shall, after reasonable consultation with the other Parties, have the right to terminate the Settlement pursuant to Section XIV *infra*. In that event, there will have been no admission of liability and no waiver of any claim or defense of any kind whatsoever.

34. Stonegate shall provide Class Counsel with all information in its possession or reasonable control that identifies the Settlement Class Members, to facilitate providing Notice to the Settlement Class.

IV. Establishing the Settlement Fund; Costs of Notice and Settlement Administration

35. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases contained in Section VIII and the dismissal of the Action upon Final Approval, within twenty-one (21) calendar days after the Court approves the form of notice to the Settlement Class Members and establishes a Final Hearing Date, Stonegate shall deposit the sum of Two Million Dollars (\$2,000,000.00) into an account established by the Settlement Administrator to create the Settlement Fund as set forth herein.

36. All costs of notice to the Settlement Class Members, and all costs for the Settlement Administrator, shall be paid by Stonegate, separate and apart from the Settlement Fund. Other than the cost of notice to the Settlement Class, Stonegate's maximum total payment obligation under

this Agreement shall be the Settlement Fund, and nothing in this Agreement shall be construed to require Stonegate to make any payment other than or in excess of the amount of the Settlement Fund and the cost of notice to the Settlement Class.

37. The Settlement Fund at all times shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon Stonegate or its counsel or Plaintiffs and Class Counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Stonegate and its counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes.

38. The Settlement Fund shall be used for the following purposes:

- a. Distribution of payments to and for the benefit of Settlement Class Members pursuant to Section VI hereof;
- b. Payment of Court-approved fees and expenses to Class Counsel, pursuant to Section VII hereof;
- c. Payment of Court-approved class representative service awards, pursuant to Section VII hereof;
- d. Distribution of residual funds, if any, pursuant to Section VI hereof and/or as ordered by the Court.

V. Prospective Relief for Debt Forgiveness and Repairs/Remediation

Rental Debt Forgiveness and Non-Collection

39. Stonegate, including their parents, subsidiaries, affiliates, agents, successors, assigns, and any entity acting on their behalf, agree to fully and permanently forgive any Covered Rental Debt purportedly accrued by, and uncollected from or paid by current or former tenants of the property from November 27, 2019 through December 31, 2025.

40. Stonegate shall be permanently barred from making any attempts to collect, enforce, recover, sell, transfer, or assign any Covered Rental Debt after the Effective Date of the Settlement, whether directly or through any third party. Defendants further agree that they shall not initiate or maintain any lawsuit, collection action, or other proceeding relating to Covered Rental Debt after the Effective Date of the Settlement. Nothing in this Agreement shall be construed to prevent Defendants from attempting to collect, recover, sell, transfer, or assign any rental debts outside of the Covered Rental Debt period.

41. Stonegate shall not report, furnish, or cause to be reported any Covered Rental Debt to any consumer reporting agency or credit reporting agency. To the extent any Covered Rental Debt has previously been reported, Defendants shall take all reasonable steps necessary to request deletion or correction consistent with this provision.

42. This covenant applies to all Covered Rental Debt allegedly owed, uncollected from or unpaid by both current and former tenants of the Property and which survives the Effective Date of the Settlement.

Repairs/Remediation Efforts

43. Within twenty-one (21) days of the Effective Date, Defendants shall begin implementation of the repair/remediation efforts set forth below.

Pest Control Issues

44. Stonegate agrees to enter into a contract with a licensed pest control company for pest control services, which utilizes the Integrated Pest Management methods reflected on Exhibit E hereto, at the Property, including but not necessarily limited to services for German cockroaches, rodents, and bed bugs, to be performed at the Property for a term of not less than 36 months or until closing on the sale of the Property. Stonegate agrees it will not rescind the contract at any point during the term of the agreement.

Roofing Issues

45. Within fourteen (14) days after Preliminary Approval, Stonegate will immediately proceed with all minor or temporary repairs on all roofs at the Property that are necessary to avert any active leaks that have been reported by tenants.

46. Stonegate agrees to replace all roofs at the Property utilizing a licensed contractor within three (3) years from the Effective Date, with such replacements to begin within one (1) year of the Effective Date. In the event the property is sold within three (3) years of the Effective Date, Stonegate will ensure that replacement of the roofs will be a condition of such sale.

47. To ensure compliance with this Section of the Agreement, Stonegate will obtain a firm bid for the roof replacement project within three (3) months of Preliminary Approval; if all roofs at the Property are not replaced by the time the Property is sold by Stonegate, at closing on the Property Stonegate will retain from the proceeds of such sale an amount sufficient to cover all remaining roof replacement costs, per the roofing bid referenced above (the "Retained Roofing Funds"). Stonegate will place the Retained Roofing Funds in an escrow account held by the title company involved in the closing, and the Retained Roofing Funds may be used by the subsequent purchaser of the Property to complete the Property roof replacements contemplated herein at the

Property. The Retained Roofing Funds will either be released to the Purchaser to pay for the roof replacement, or to the seller when the roofs are fully completed.

Plumbing Issues

48. Within thirty (30) days of Preliminary Approval, Stonegate agrees to retain a licensed plumbing company to perform an examination of the main brown water sewage lines at the Property (the “Plumbing Inspection”). Stonegate further agrees to repair or replace any deficiencies or issues identified from the Plumbing Inspection within one (1) year of the Effective Date, and will enter into a contract with a qualified plumbing company (the “Plumbing Contract”) to remediate any clogs, broken pipes, broken sections, broken cleanouts and ensure that each main line at the Property is in good working condition and free and clear of any obstructions within one (1) year of the Effective Date. Stonegate agrees it will not rescind the Plumbing Contract prior to completion of the repairs contemplated herein. Plaintiffs agree and acknowledge that entry into the Plumbing Contract, and Stonegate’s promise not to rescind the Plumbing Contract described herein, will be considered compliance with this term of the Agreement.

Miscellaneous and Micro Repair/Remediation Issues

49. The Parties understand, acknowledge, and agree that issues affecting habitability will occur at the property from time to time. The Parties further understand, acknowledge, and agree that issues affecting habitability should be remedied within a reasonable time in accordance with Missouri law after a request is made by the tenant through Stonegate’s tenant designated portal. Stonegate will agree to send a message, whether through electronic means or otherwise, to the current tenants at the Property specifically advising them of the designated portal system and requesting that if any tenant is experiencing issues with a shower/bath liner and/or insert and/or tub surround, or any in-unit plumbing issues, to promptly submit a work order through the

designated portal system. Stonegate will use their best efforts to record, in the portal, tenant complaints made to the Property Manager either in person, by telephone or in writing (i.e., email, written note, etc.) just as if the complaint was made by the tenant through the portal with the understanding that the work order is not valid until it is entered into the portal¹ and that the best practice for the tenant is to directly submit said work order through the portal. When addressing any work order submitted related to a shower/tub surround, if signs of water intrusion, leaks, moisture intrusion, and/or mold exist, Stonegate will remediate these issues identified during the maintenance. Stonegate further agree to hire a licensed/certified contractor to repair all tub/shower surrounds that have reported issues on the Property for signs of water intrusion/leaks/moisture intrusion/mold and to remediate those issues within one (1) year of the Effective Date.

Monitoring/Enforcement

50. Pest Control Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any pest control complaints or pest control records during the three (3) years following the Effective Date.
- b. Every six months during the three (3) years following the Effective Date, Stonegate shall report to Class Counsel the number and type of pest control complaints received from tenants.
- c. Every six months during the three (3) years following the Effective Date, Stonegate shall disclose pest control records generated by their pest control vendor to Class Counsel.

¹ This term assumes the portal is available and operative for the tenant's use; if the portal is unavailable or if the tenant has a disability that prevents the tenant from being able to use the portal, complaints made through the other delineated means shall be considered valid.

51. Roofing Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any complaints of leaks or water intrusion or vendor invoices and work orders during the three (3) years following the Effective Date.
- b. Every six months during the three (3) years following the Effective Date, Stonegate shall disclose to Class Counsel all complaints from tenants relating to ceiling leaks and all work orders from vendors responding to same.
- c. After one (1) year following the Effective Date, Stonegate shall report to Class Counsel the company hired to replace the roofs at the Property, along with the timeline and process for the roofing work, and shall provide such reports every year thereafter until the Property is sold or until three (3) years following the Effective Date.

52. Plumbing Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any plumbing complaints or repair and maintenance records during the three (3) years following the Effective Date.
- b. Every six months during the year following the Effective Date, Stonegate shall send Class Counsel a progress report regarding the plumbing repairs agreed upon in paragraph 48 of this agreement.
- c. Every six months during the one (1) year following the Effective Date, Class Counsel may obtain from Stonegate copies of all work orders from contractors involved in performing plumbing repairs at the Property.

53. Miscellaneous/Micro Issues

- a. Stonegate shall maintain, and shall not delete nor destroy, any tenant complaints or work orders made by tenants relating to the subject matter of this subsection 53 for (3) years following the Effective Date. Stonegate shall maintain, and shall not delete nor destroy, any maintenance or repair records generated in response to such complaints or work orders during this period.
- b. Every six months during the one (1) year following the Effective Date, Class Counsel may request from Stonegate any tenant work orders and responses thereto.

54. Sale

- a. The reporting and/or monitoring requirements contained in this Agreement shall not survive the sale of the Property and will not bind any subsequent purchaser of the Property to the requirements set forth in this Section V.
- b. Stonegate shall provide Class Counsel with notice that the Property is being sold at least thirty (30) days before the closing on the Property. By the same date, Stonegate will provide Class Counsel with a status report regarding all aspects of the repairs and remediation efforts contemplated by this Section V.
- c. Prior to a closing on the sale of the Property, Stonegate will allow Class Counsel the opportunity to inspect the Property to view the status of the repairs and remediation efforts contemplated by this Section V, and to ask questions of Stonegate's representative regarding the foregoing status report.
- d. Neither Plaintiffs nor Class Counsel shall contact any potential buyer of the Property prior to the finalization of the sale and/or closing.

55. Enforcement

- a. All reports and records to be provided to Class Counsel that are contemplated by this Section V can be delivered as follows:
 - i. By electronic mail to: amysweenydavis@jobsandfreedom.org; or
 - ii. By postal mail to: 4120A Baltimore Street, Kansas City, MO 64111
- b. In the event of a dispute regarding Stonegate's compliance with the relief contemplated by this Section V, Class Counsel shall provide Stonegate with a 30-day written notice to cure such defect or deficiency (a "Cure Notice"). Such Cure Notice shall be delivered as follows:

- c. If the defects, deficiencies or issues reflected in a Cure Notice are not resolved to the Parties' mutual satisfaction within sixty (60) days after the date of the Cure Notice, the obligations of Stonegate reflected in this Section V may be fully enforceable through arbitration administered by JAMS, and the prevailing party may be awarded its attorneys' fees and costs.

VI. Settlement Administration and Distribution of Settlement Fund

56. The Settlement Administrator, subject to supervision and direction of Class Counsel, shall be responsible for and shall administer and oversee the distribution of the Settlement Fund in accordance with the terms of this Agreement and **Schedule A**, which shall be filed under seal with the Court to protect the privacy and rights of the members of the Settlement Class Members.

57. Based upon investigation of the tenancy facts surrounding the Settlement Class Members, Class Counsel will prepare a list of Settlement Class members and their proposed settlement class payments, which will be identified on **Schedule A**, to be filed under seal with the

Court prior to the Final Hearing Date. It is the intention of Plaintiffs and Class Counsel to issue such agreed-upon settlement payments without regard to a claims process, in order to maximize the value to the Settlement Class. Stonegate does not object to Plaintiffs' apportionment of the Settlement Fund among the Settlement Class Members, which will be reflected on **Schedule A**.

58. If any member(s) of the Settlement Class timely opt out and exclude themselves from the Settlement, the name(s) of the "opt-out" class member(s) shall be removed from **Schedule A**. The Parties shall submit any required revisions to **Schedule A** to the Court under seal prior to the Final Hearing Date.

59. The amount of the Settlement Fund shall not be reduced as a result of any member(s) of the Settlement Class electing to opt out or be excluded from the Settlement or for any other reason, except as set forth herein.

60. The Settlement Administrator shall distribute the Settlement Fund to the persons and in the amounts shown on **Schedule A**, or as the Court may otherwise determine and approve (the "Settlement Class Member Payments"). The Settlement Administrator shall distribute the Settlement Class Member Payments to the Class Members within thirty (30) days after the Effective Date via checks mailed directly to Class Members. To the extent any check is returned, the Settlement Administrator shall undertake reasonable efforts to locate a current address for said Class Member to remail the check. If there exist any unclaimed settlement funds (e.g., from uncashed checks or the Settlement Administrator's inability to locate a Class Member) after one hundred and twenty days (120) following the Effective Date, the Settlement Administrator will divide pro rata the remaining Settlement Fund among all Class Members that cashed an earlier check issued by the Settlement Administrator, and mail such final checks within one hundred and forty days (140) following the Effective Date. All Class Member checks issued by the Settlement

Administrator shall bear prominent language indicating that the check is void if not cashed or deposited within sixty (60) days.

61. After two hundred and ten (210) days following the Effective Date, any unclaimed balance remaining in the Settlement Fund shall revert to the Defendants in a manner that the Defendants agree upon (the “Reversion”). Plaintiffs take no position on the method by which Defendants allocate any reversion of the Settlement Fund.

62. Within fourteen (14) days following any Reversion or, if there is no Reversion then within two hundred and forty (240) days following Final Approval, the Settlement Administrator shall file a report with the Court confirming that the entirety of the Settlement Fund has been distributed to through either: (a) payments to Class Members, or (b) the Reversion.

63. The Settlement Administrator shall be responsible for preparing, filing and addressing any requisite IRS Form 1099s related to payments from the Settlement Fund, if necessary. Settlement Class Members shall be responsible for any taxes due, or any tax liability arising out of the distribution of the Settlement Funds and shall defend, indemnify, and hold harmless Stonegate in relation to any claim relating to the same. Settlement Class Members and Class Counsel have not been given nor relied upon any tax advice from the Released Parties or the Released Parties’ counsel.

64. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to or arising out of the investment, allocation or distribution of the Settlement Funds, the determination, administration, calculation, or payment of claims, the payment or withholding of taxes, or any losses incurred in connection therewith.

65. No person shall have any claim against the Released Parties, their counsel, Plaintiffs, Class Counsel, the Settlement Administrator, or any agent designated pursuant to this

Agreement based upon any distributions made substantially in accordance with this Agreement or any Orders of the Court

VII. Service Award and Class Counsel Fees and Expenses

66. Class Counsel agree to make, and Stonegate agrees not to oppose, an application for the award of attorneys' fees not to exceed thirty-three percent of the Settlement Fund, in addition to a request for reimbursement of their litigation expenses and costs incurred in this case. Such application shall be filed no later than fourteen (14) days before the date by which Settlement Class Members must opt-out and/or object to the Settlement. If and when such fees and expenses payment are approved by the Court—including if the approved fees are less than those sought by Class Counsel—such fees and expenses shall be paid to Class Counsel by the Settlement Administrator from the Settlement Fund within three (3) business days after the Effective Date.

67. The Parties negotiated and reached an agreement regarding the attorneys' fees and expenses to be requested by Class Counsel only after reaching agreement on all other material terms of this Settlement.

68. Class Counsel agrees to make, and Stonegate agrees not to oppose, an application for Service Awards in the amount of Seven Thousand Dollars (\$7,000) to each Plaintiff that has not received a Service Award from a prior settlement in this case. Class Counsel agrees to make, and Stonegate agrees not to oppose, an application for an additional Service Award in the amount of Eight Thousand Dollars (\$8,000) to Plaintiff Shimailyn Brown for her continuing service as a class representative. If awarded by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within three (3) business days after the Effective Date. Any Service Award authorized by the Court shall be in addition to any payment the Plaintiffs are entitled to receive as Settlement Class Members pursuant to **Schedule A**.

69. The Parties negotiated and reached an agreement regarding the Service Award only after reaching agreement on all other material terms of this Settlement.

70. Except as provided in this Section VII, each Party shall bear its own attorneys' fees, costs and expenses incurred in the prosecution, defense or settlement of the Action.

VIII. Releases

71. As of the Effective Date, Plaintiffs and each Settlement Class Member, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Stonegate and their respective present and former partners, members, parent companies, holding companies, subsidiaries, divisions, predecessors, successors, assigns, directors, officers, employees and their insurers, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies relating to or based upon allegations of habitability, negligence, tort, violations of merchandising practices acts or breach of contract relating to or arising out of Stonegate's ownership and/or management of the Property, **however** nothing in this Agreement or the Settlement between Plaintiffs and Stonegate shall release, extinguish, bar, dismiss or otherwise affect any claim, demand or cause of action that Plaintiffs and/or the Settlement Class Members have against any other defendant in the Action.

72. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter

of the claims released pursuant to the terms of this Section, or the law applicable to such claims may change. Nonetheless, each Settlement Class Member expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims that accrued prior to the Final Approval Order against Stonegate with respect to all of the matters described in the foregoing paragraphs.

73. This Release is not intended to exclude actions initiated to enforce this Agreement, nor is it intended to exclude the assertion of affirmative or non-affirmative defenses by any Class Member sued by Defendants with respect to the Property.

IX. Preliminary Approval Order

74. Plaintiffs shall move the Court for a Preliminary Approval Order substantially similar to **Exhibit D** that accomplishes the following:

- a. Certifying the proposed Settlement Class pursuant to Missouri Rule of Civil Procedure 52.08(b)(3) for settlement purposes only;
- b. Preliminarily approving the Agreement as fair, reasonable and adequate, subject to a final determination by the Court;
- c. Approving the appointment of Plaintiffs as representative of the Settlement Class for settlement purposes;
- d. Approving the appointment of Class Counsel as counsel for the Settlement Class for settlement purposes;
- e. Approving a form of mailed notice substantially similar to the Class Mail Notice attached as **Exhibit A** to be sent to the Settlement Class;

- f. Directing the Settlement Administrator to mail the Class Mail Notice promptly after entry of the Preliminary Approval Order by first-class mail to the last known address of the Settlement Class;
- g. Establishing a procedure for members of the Settlement Class to opt out and setting a date, approximately thirty (30) days prior to the Final Hearing Date but in no event less than thirty (30) days after the mailing of the Class Mail Notice, after which no member of the Settlement Class shall be allowed to opt out of the Settlement Class;
- h. Establishing a procedure for the members of the Settlement Class to object to the Settlement and setting a date, approximately thirty (30) days prior to the Final Hearing Date but in no event less than thirty (30) days after the mailing of the Class Mail Notice, after which no member of the Settlement Class shall be allowed to so object;
- i. Scheduling a Final Hearing Date for purposes of final approval of this Agreement and establishing a procedure for the Settlement Class Members to appear at the hearing;
- j. Staying the Action as against Stonegate only until further order of the Court, other than as may be necessary to effectuate the Settlement and carry out the terms of the Agreement or the responsibilities related or incidental thereto; and
- k. Containing such other and further provisions consistent with the terms and provisions of this Agreement as the Court may deem advisable.

X. Opt Outs, Class Member Objections, and Intervention

75. The deadline for opt out requests shall be set forth in the Preliminary Approval Order. Any request to opt-out must be in writing and must include the name, address, telephone

number and a statement that the Settlement Class Member is seeking exclusion and be signed by that person. Any opt-out request must include a reference to “*Johnson v. Stonegate Meadows Apartments, LLC, et al.*, Case No. 2316-cv09588” and be mailed to the Settlement Administrator:

STONEGATE OPT OUT
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479.

To be considered timely and effective, any opt-out request must be postmarked on or prior to the date established by the Court in the Preliminary Approval Order for the mailing of such opt-out requests. No person may opt out of the Settlement by having an actual or purported agent or attorney submit an opt-out request on said person’s behalf, nor may an opt-out request be submitted or made on behalf of a group of persons. Each member of the Settlement Class who does not submit an opt-out request substantially in compliance with this paragraph shall be included in the Settlement Class and deemed a Settlement Class Member. For purposes of determining timeliness, an opt-out request shall be deemed to have been submitted when received by the Settlement Administrator. The Settlement Administrator shall, at least fourteen days (14) days before the Final Hearing Date, provide the Court and Stonegate with copies of all timely opt-out requests and a list of any persons who timely and adequately filed a request to opt out and be excluded from the Settlement.

76. Any Settlement Class Member who properly opts-out shall: (a) not be bound by any orders or judgments entered in the Action relating to the Settlement; (b) not be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) not be entitled to object to any aspect of the Settlement.

77. Any member of the Settlement Class who wishes to object to any aspect of the Settlement must file a written notice of objection with the Court as provided below (“Notice of

Objection”) postmarked on or before the date established by the Court in the Preliminary Approval Order. For purposes of determining timeliness, a Notice of Objection shall be deemed to have been submitted when filed by the Clerk of the Court. Notices of Objection must be filed with the Clerk of the Court at:

Clerk of the Court
Jackson County Courthouse
415 E 12th Street
Kansas City, Mo 64106

Copies of the Notice of Objection must also be postmarked and mailed, or delivered to the following on or before the date for filing a Notice of Objection:

Joseph A. Kronawitter
HORN AYLWARD & BANDY, LLC
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
816-421-0700

Class Counsel

and

Timothy J. Wolf
WATTERS WOLF BUB & HANSMANN, LLC
600 Kellwood Parkway, Suite 120
St. Louis, Missouri 63017
636-798-0570

*Attorneys for Defendants Stonegate Meadows,
Apartments LLC, Elite Management Group, LLC d/b/a Elite
Management MO, LLC and Prime Midwest, LLC*

The Notice of Objection must be in writing, and shall specifically include:

- The name, address, and telephone number of the class member filing the objection;
- A statement of each objection asserted;
- A detailed description of the facts underlying each objection;

- Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts;
- If the objector plans to call a witness or present other evidence at the final approval hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present;
- A statement of whether the objector intends to appear at the final approval hearing; and
- A copy of any exhibits which the objector may offer during the final approval hearing.

78. Any member of the Settlement Class who does not make his or her objection in the manner provided above shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the fairness, adequacy, or reasonableness of the Settlement or to any other provision of this Agreement.

XI. Final Approval Order and Final Judgment

79. Plaintiffs and Class Counsel agree they will request the Court to enter, after the hearing on final approval of this Agreement, a Final Approval Order substantially in the form attached as **Exhibit B**. In accordance with **Exhibit B**, the Final Approval Order will certify the Settlement Class and find that the Settlement and this Agreement are fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Final Approval Order will require the Parties to carry out the provisions of this Agreement.

80. Plaintiffs and Class Counsel agree they will request the Court to enter a Final Judgment in the Action in a form substantially the same as that attached as **Exhibit C**. In accordance with **Exhibit C**, the Final Judgment will: dismiss all remaining claims and motions of

the Plaintiffs on behalf of the Settlement Class Members against Stonegate in the Action on the merits and with prejudice as to the Releasing Parties; dismiss all cross-claims asserted by Stonegate against other defendants in the Action with prejudice; declare the Settlement Class Members are bound by the Releases contained in Section VIII of this Agreement as of the Effective Date; contain an express determination by the Court that “there is no just reason for delay,” and reserve continuing jurisdiction over the enforcement of this Agreement and the administration and distribution of the Settlement Fund.

XII. Certifications to the Court

81. On or before the Final Hearing Date, the Settlement Administrator shall file in the Action an affidavit verifying the court-approved Class Mail Notices have been sent by first-class mail to the Settlement Class.

82. On or before the Final Hearing Date, Class Counsel or the Settlement Administrator shall file with the Court an affidavit verifying they have complied with the procedures described below with respect to all Class Mail Notices.

XIII. Class Notice Forms

83. Stonegate shall provide Class Counsel with all information in its possession or reasonable control that identifies the Settlement Class, to facilitate providing Notice to the Settlement Class. Prior to mailing, the Settlement Administrator will update the addresses by use of the United States Postal Service’s National Change of Address database or another address database service (e.g., Accurant, Intelius). The Settlement Administrator will re-mail any returned notices to any new address disclosed. To the extent any notice is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate current addresses for said class member(s). The Class Mail Notice shall be mailed within thirty (30) days of the entry of the Preliminary Approval Order.

XIV. Termination of Settlement and Effect of a Termination

84. This Settlement may be terminated by Plaintiffs or Stonegate before the Effective Date by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days after any of the following occurrences:

- a. The Court rejects, materially modifies, materially amends or changes, or declines to grant Preliminary Approval or Final Approval of the Settlement (a Court ruling reducing or disapproving of Class Counsel's attorney's fees or costs is not grounds for termination of the Settlement under this paragraph);
- b. An appellate court reverses the Final Approval Order or Final Judgment and the Settlement is not reinstated without material change by the Court on remand;
- c. Any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, Final Judgment or the Settlement in a way that Plaintiffs or Stonegate reasonably consider material;
- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement.

85. In addition to the grounds set forth above, Stonegate may terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within ten (10) days of its receipt of the final report specified regarding opt-outs described above, if the number of members of the Settlement Class who timely request exclusion from the Settlement Class equals or exceeds ten percent (10%) of the Settlement Class Members set forth on **Schedule A**.

86. In the event of a termination of the Settlement, the balance of the Settlement Fund shall be refunded and remitted to Stonegate. Stonegate shall have no right to seek reimbursement from Plaintiffs or Class Counsel for any Settlement Funds disbursed prior to termination of this

Agreement, with the exception of any attorneys' fees, costs, and expenses actually paid to Class Counsel.

87. In the event of a termination as provided herein, this Agreement shall be considered null and void; all of Stonegate's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Stonegate in accordance with the terms herein; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiffs' right to seek class certification on the merits and Stonegate's right to oppose class certification on the merits. Any discussions, offers, or negotiations between the Parties about the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose, without prejudice to Plaintiffs' right to seek class certification on the merits or to Stonegate's right to oppose class certification on the merits.

88. In the event of a termination as provided herein, the Settlement Administrator shall return any amounts held in the Settlement Fund to Stonegate within seven (7) days of receiving notice of the termination.

XV. No Admission of Liability

89. Stonegate disputes the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Stonegate has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

90. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the potential benefits and risks to the Settlement Class associated

with the continued prosecution of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims, have conducted formal and informal discovery, and have conducted independent investigation of the challenged practices. Class Counsel has concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

91. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties related to settlement either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

92. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

93. In addition to any other defenses Stonegate may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein, after the Agreement and Settlement are given Final Approval.

XVI. Miscellaneous Provisions

94. Gender and Plurals. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

95. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

96. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

97. Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

98. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

99. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

100. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri without regard to the principles thereof regarding choice of law.

101. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

102. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement.

103. Notices. All notices to Class Counsel provided for herein, shall be sent by email or facsimile with a hard copy sent by overnight mail to:

Joseph A. Kronawitter
HORN AYLWARD & BANDY, LLC
2600 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
816-421-0700

All notices to Stonegate, provided for herein, shall be sent by email or facsimile with a hard copy sent by overnight mail to:

Timothy J. Wolf
WATTERS WOLF BUB & HANSMANN, LLC
600 Kellwood Parkway, Suite 120
St. Louis, Missouri 63017
636-798-0570

The notice recipients and addresses designated above may be changed by written notice.

104. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties and their respective counsel and approved by the Court.

105. No Waiver. The waiver by any party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

106. Authority. The Parties represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Stonegate to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

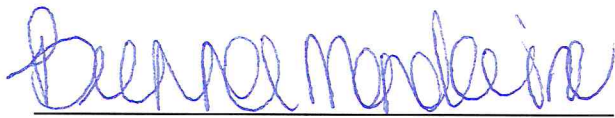
107. Agreement Mutually Prepared. Neither Plaintiffs nor Stonegate shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

108. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject

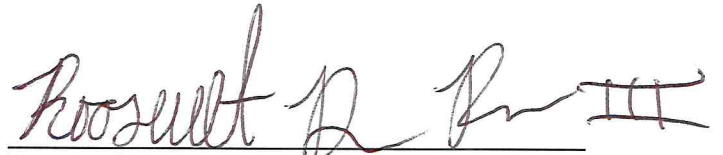
to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

109. Liens and Subrogation Interest: Indemnity: Plaintiffs represent there is no person or entity who has any lien against or interest in the proceeds of this settlement, who may claim through Plaintiffs in a derivative manner against Stonegate for any cause arising from or related to the Action, or who may maintain an action against or recover damages from Stonegate for the alleged damages incurred by Plaintiffs, including without limitation any spouse, child, parent, relative, employer, insurer, attorney lienholder, workers' compensation lienholder, health care provider, or other subrogated interest. To the extent such a lien is asserted with respect to a Plaintiff, that Plaintiff agrees to be responsible for such liens, interests, claims, actions, and recoveries and agree to hold harmless Stonegate against any claim, demand, action, cost, expense, attorneys' fee, loss, judgment or liability Stonegate may be subjected to by any person or entity who may have a lien against or interest in the proceeds of this settlement or who may claim through that Plaintiff in a derivative manner against the Stonegate for any cause arising from or related to the Action.

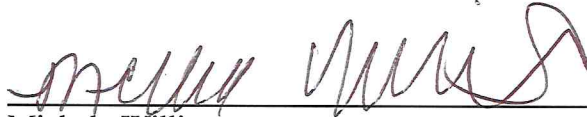
110. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section VIII above, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.



Breonna Mondaine



Roosevelt Devoe Price III



Michele Williams



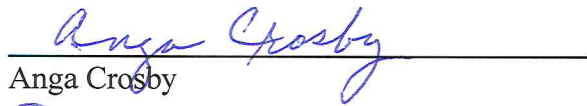
Aaliyah Ross



Malik Weeks



Jill Harris



Anga Crosby



Katasha Williams



Shimailyn Brown

Stonegate Meadows Apartments LLC

By: _____

Title: _____

Elite Management MO LLC

By: _____

Title: _____

Prime Midwest, LLC

By: _____

Title: _____

Read Property Group, LLC

By: _____

Title: _____

Michele Williams

Aaliyah Ross

Malik Weeks

Jill Harris

Anga Crosby

Ratasha Williams

Shimailyn Brown



Stonegate Meadows Apartments LLC

By: Michael Wolf

Title: Member



Elite Management MO LLC

By: Eli Feller

Title: CEO

Prime Midwest, LLC

By: Michael Stimler

Title: _____



Read Property Group, LLC

By: Michael Wolf

Title: CEO

Michele Williams

Aaliyah Ross

Malik Weeks

Jill Harris

Anga Crosby

Ratasha Williams

Shimailyn Brown

Stonegate Meadows Apartments LLC

By: _____

Title: _____

Elite Management MO LLC

By: _____

Title: _____

Prime Midwest, LLC

By: Tannya Lewton

Title: Authorized Signatory

Read Property Group, LLC

By: _____

Title: _____

LEGAL NOTICE BY ORDER OF
THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI



**IF YOU WERE A TENANT AT STONEGATE MEADOWS
APARTMENT COMPLEX FROM DECEMBER 1, 2019
THROUGH _____, A SETTLEMENT IN A CLASS
ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.**

READ THIS NOTICE CAREFULLY

A state court authorized this notice. This is not a solicitation from a lawyer.

- **There is a proposed settlement (“Settlement”) with Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC in a class action lawsuit titled *Johnson v. Stonegate Meadows Apartments LLC, et al.***
- All tenants that leased at Stonegate Meadows Apartment Complex in Kansas City, Missouri from December 1, 2019, through _____ may be entitled to a partial rent refund. The case is a proceeding titled *Johnson v. Stonegate Meadows Apartments LLC, et al.*, Case No. 2316-cv09588 (the “Action”), which is before the Circuit Court of Jackson County, Missouri (the “Court”).
- The Plaintiffs in *Johnson v. Stonegate Meadows Apartments LLC, et al.* have entered into a Settlement with Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC, along with their predecessor entities, (collectively, “Stonegate LLC”):
- Stonegate LLC denies all of Plaintiffs’ claims, but has agreed to the Settlement to resolve any and all claims alleged in the Action.
- Your rights and options—and the deadlines to exercise them—are explained in this notice.
Read this notice carefully.
- If you have questions, go to www._____.com or email [mail@_____.com](mailto:_____.com). You can also write to _____ Notice Administrator, c/o RG/2 Claims Administration, PO Box 59479, Philadelphia, PA 19102-9479.

QUESTIONS? VISIT WWW._____.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS FOR THE SETTLEMENT	
REMAIN A MEMBER OF THE SETTLEMENT CLASS	If you are a class member and you want to remain a class member for purposes of the Settlement, you do not need to do anything. You automatically will be included in the Settlement Class. If you choose to remain in the Settlement Class, you will give up your right to sue Stonegate LLC on the claims relating to the subject matter of the lawsuit.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may request exclusion from the Settlement Class (also known as “opting out”) by submitting a letter to the Settlement Administrator at: Stonegate Opt-Out, RG/2 Claims Administration, PO Box 59479, Philadelphia, PA 19102-9479. The request(s) for exclusion must be postmarked no later than _____ (30 days before the Fairness Hearing). If you exclude yourself from the Settlement, you will not lose your claims against Stonegate LLC, and you will not be bound by any judgments or orders of the Court as to the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court about why you don’t like the Settlement. To object to or comment on the Settlement, you must send a copy of the your objection via mail to the Court, Class Counsel, and counsel for Stonegate LLC. Their addresses are listed below. Your written objection must be postmarked no later than _____ (30 days before the Fairness Hearing).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. The Court will hold a Fairness Hearing on _____.m. to consider whether the Settlement is fair, reasonable, and adequate, and may also consider the motion for Plaintiffs’ attorneys’ fees, costs and expenses, as well as the request for a class representative service award for the named plaintiffs.

QUESTIONS? VISIT WWW._____.COM
 PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

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QUESTIONS? VISIT WWW. _____ .COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

BASIC INFORMATION

1. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit is about whether Stonegate LLC failed to properly maintain the Stonegate Meadows Apartment Complex (“the Property”) in a livable condition while it was the owner and manager of the Property from December 1, 2019 through _____, and whether residents lived in conditions that were unsafe, unsanitary, and unhealthy. The lawsuit alleges that Stonegate LLC breached class members’ rights to have habitable property during the course of its management of the Property. The Plaintiffs alleged that Stonegate LLC treated everyone situated like the Plaintiffs in the same manner, thus making this action susceptible to class treatment.

Stonegate LLC denies Plaintiffs’ claims and allegations, and contends it acted properly at all times. Stonegate LLC denies the conditions at the property were unsafe or uninhabitable. Stonegate LLC contends that it was not ultimately responsible for the conditions of the Property and that the actual authority and means to rehabilitate the Property were outside of its control. However, to avoid the uncertainties of litigation, the Plaintiffs and Stonegate LLC have entered into the Settlement.

2. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called “class representatives” sue on behalf of themselves and other people who have similar claims. Together, they are called a “class” or “class members.” The class representatives for the Settlement are individuals that were tenants at the Property during a certain time period (the “Class Period”). Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams are the Class Representatives in this case.

The Class Period is December 1, 2019 through _____.

WHO IS IN THE SETTLEMENT

3. WHO IS A CLASS MEMBER?

Members of the Settlement Class are all Missouri tenants who signed leases to live in a residential apartment, townhome, or any other type of unit at Stonegate Meadows Apartment Complex from December 1, 2019, through _____.

Excluded from the class are officers, directors or employees of Stonegate LLC, any trial judge who may preside over this action, court personnel and their family members and any juror assigned to this action.

If you are still not sure whether you are a member of the class, you can email or write to the lawyers in this case at the addresses listed in Question 10.

QUESTIONS? VISIT WWW._____.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

4. DID THE COURT DECIDE WHO IS RIGHT?

No, the parties entered into the Settlement before the lawsuit reached a trial or court decision, so if the Court approves the Settlement there will not be a trial or decision about which side was right.

WHAT THE SETTLEMENT PROVIDES

5. WHAT DOES THE SETTLEMENT DO?

The Settlement provides for partial rent refunds to Class Members based upon the length of time they resided at the Property during the Class Period. Stonegate LLC has agreed to pay the sum of \$2,000,000.00 into a fund that will be used to make payments to Class Members. Class Members that do not opt out/exclude themselves from the Settlement will receive a check mailed to their address, without the need for a claim form.

In addition, under the terms of the Settlement, Stonegate, LLC has agreed to perform substantive inspections and repairs to the Property over the next three years, unless or until the Property is sold. The details of this future repair/remediation work contemplated by the Settlement is set forth in detail at the settlement website: _____.

IF YOU DO NOTHING

6. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you will be included in the Settlement Class. You will be bound by the Settlement if it is finally approved by the Court. If you do nothing, you will not be able to sue Stonegate LLC on your own for the legal claims that are resolved by the Settlement.

If you want to pursue any claim related to the issues in the Action on your own and at your own expense against Stonegate LLC, you need to exclude yourself (“opt out”) from the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

7. WHY WOULD I ASK TO BE EXCLUDED (OPT OUT)?

You would ask to be excluded if you want to keep your right to pursue your own individual lawsuit against Stonegate LLC relating to the issues in the Action. If you choose to opt out, you will be able to sue Stonegate LLC on your own and you will not be bound by the Settlement.

8. HOW DO I OPT OUT FROM THE CLASS?

QUESTIONS? VISIT WWW._____.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

If you want to exclude yourself from the Settlement (known as “opting out”), you must provide an opt out request. Any request to opt-out must be in writing and must include the name, address, telephone number and a statement that the Settlement Class Member is seeking exclusion, and be signed by that person. Any opt-out request must include a reference to “*Johnson v. Stonegate Meadows Apartments LLC, et al.*, Case No. 2316-cv09588” and be mailed to:

Stonegate Opt-Out

RG/2 Claims Administration

PO Box 59479

Philadelphia, PA 19102-9479

To be considered timely and effective, any opt-out request must be postmarked on or before _____ (30 days prior to the Fairness Hearing).

No person may opt out of the Settlement by having an actual or purported agent or attorney submit an opt-out request on said person’s behalf, nor may an opt-out request be submitted or made on behalf of a group of persons.

If you do not exclude yourself from the Settlement by filing an opt-out request, you will be included in the Settlement Class and deemed a Settlement Class Member.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE _____(30 days prior to the Fairness Hearing) WILL NOT BE HONORED.

9. IF I DON’T EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?

No. Unless you exclude yourself, if the Court approves the Settlement you will lose your right to sue Stonegate LLC for relief arising from the claims that are resolved by the Settlement.

OBJECTING TO THE SETTLEMENT

10. HOW DO I OBJECT TO THE SETTLEMENT?

You can object to the Settlement. Submitting an objection gives you the chance to tell the Court why you think the Court should not approve the Settlement, but will not exclude you from the Settlement. If you wish to object to any aspect of the Settlement, you must file a written notice of objection with the Court as provided below (the “Notice of Objection”). Your Notice of Objection must be postmarked on or before _____ (30 days before the Fairness Hearing). For purposes of determining whether your Notice of Objection is timely, it

**QUESTIONS? VISIT WWW. _____ .COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE**

shall be deemed submitted to the Court when it is actually filed by the Clerk of the Court. Notices of Objection can be mailed to the Clerk of the Court at:

Clerk of the Court

Jackson County Courthouse
415 E 12th Street
Kansas City, Mo 64106

Copies of your Notice of Objection must also be postmarked and mailed, or delivered, to the following at the same time or before the date for filing a Notice of Objection:

Class Counsel	Defense Counsel
Joseph A. Kronawitter Horn Aylward & Bandy, LLC 2600 Grand Blvd., Suite 1100 Kansas City, MO 64108	Timothy J. Wolf Watters Wolf Bub & Hansmann, LLC 600 Kellwood Parkway, Ste. 120 St. Louis, Missouri 63017

Your Notice of Objection must be in writing, and must specifically include:

- a. The name, address, and telephone number of the class member filing the objection;
- b. A statement of each objection asserted;
- c. A detailed description of the facts underlying each objection;
- d. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- e. If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- f. If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts;
- g. If the objector plans to call a witness or present other evidence at the hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present;
- h. A statement of whether the objector intends to appear at the hearing;
- i. A copy of any exhibits which the objector may offer during the hearing; and

QUESTIONS? VISIT WWW. _____ .COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

Any person who does not object in the manner set forth above shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the fairness, adequacy, or reasonableness of the Settlement.

OBJECTIONS THAT ARE NOT RECEIVED BY THE COURT ON OR BEFORE
_____ (30 days prior to the Fairness Hearing), **WILL NOT BE HONORED.**

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

Yes, unless you exclude yourself from the Settlement Class. The Court decided that Joe Kronawitter and Taylor Foye (from the law firm Horn Aylward & Bandy, LLC) and Gina Chiala, Amy Sweeny Davis and Nathan Cho (from the Heartland Center for Jobs and Freedom), all from Kansas City, Missouri, are qualified to represent the members of the class. Together, these lawyers are called “Class Counsel.” You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVE BE PAID?

Class Counsel will ask the Court to approve payment of attorneys’ fees and litigation costs. Class Counsel may apply for payment of attorneys’ fees up to 33% of the settlement fund, plus litigation expenses, being paid by Stonegate LLC. Class Counsel’s motion for payment of attorney fees and expenses and will be filed prior to your deadline to object to the settlement, and will be available for viewing at the website noted below.

In addition, Class Counsel may apply to the Court for a “service award” of up to \$7,000 for each of the class representatives who brought the lawsuit, in recognition of their service and commitment to the case and the Settlement Class Members. Class Counsel may apply to the Court for an additional “service award” of \$8,000 for plaintiff Shmailyn Brown, in recognition of her additional and ongoing service and commitment to the case and the Settlement Class Members. Any service award payment must be approved by the Court and will be in addition to the amount of attorneys’ fees and costs approved by the Court. Any service award approved by the Court will be paid from the settlement fund being paid by Stonegate LLC noted above.

13. SHOULD I GET MY OWN LAWYER?

If you don’t exclude yourself, you do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you will have to pay that lawyer. You can ask that lawyer to appear in Court for you and speak on your behalf instead of Class Counsel.

14. HOW IS THE COST OF PROVIDING NOTICE TO CLASS MEMBERS PAID FOR?

The Settlement provides that Notice will be paid for by Stonegate LLC.

QUESTIONS? VISIT [WWW. _____ .COM](http://WWW.STONEGATELLC.COM)
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

THE FAIRNESS HEARING

15. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing on _____ .m., at the Jackson County, Missouri Courthouse, Division 13, 415 E. 12th St., Kansas City, MO 64108. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge in the case, the Honorable Charles H. McKenzie, will listen to people who have asked to speak at the hearing. The Court may also decide how much in attorney fees and expenses to pay to Class Counsel, as well as the amount of any service award payable to the named plaintiff. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long that decision will take.

16. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have at the Fairness Hearing, but you are welcome to attend at your own expense. If you send a written objection to the Settlement as described above, you don't have to come to Court to talk about it at the Fairness Hearing. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but it is not necessary.

17. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Johnson v. Stonegate Meadows Apartments LLC et al., Case No. 2316-cv09588.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than _____ (30 days before the Fairness Hearing), and must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses set forth in Question 10 above. You cannot speak at the hearing if you opted out of the Settlement.

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THIS LAWSUIT?

Some relevant case filings, pleadings and documents are available at the settlement website: _____. Additional information may be found at the Court's website by visiting <https://www.courts.mo.gov/cnet/welcome.do>, and reviewing the docket related to *Johnson v. Stonegate LLC Company, Inc., Case No. 2316-cv09588.*

19. HOW CAN I LEARN MORE?

If you have additional questions about the Settlement and the case, you can go to go to www._____.com or email mail@_____.com. You can

QUESTIONS? VISIT WWW._____.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

also write to Stonegate Notice Administrator, c/o RG/2 Claims Administration, P.O. Box 59479 Philadelphia, PA 19102-9479.

QUESTIONS? VISIT [WWW._____](http://WWW.STONEGATECLAIMS.COM).COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

NATHANIEL JOHNSON, et al.,)
)
)
individually and on behalf of those)
similarly situated,)
)
)
)
Plaintiffs,) **Case No.: 2316-cv09588**
v.)
)
)
STONEGATE MEADOWS)
APARTMENTS, LLC, et al.,)
)
)
Defendants.)

On _____, this matter came before the Court for a Final Hearing pursuant to Missouri Supreme Court Rule 52.08(e). On _____, 2026, the Court entered an Order Preliminarily Approving Class Action Settlement, Certifying the Settlement Class and Providing For Notice To the Settlement Class that preliminarily approved the proposed Settlement Agreement and Release (the “Agreement”) between Plaintiffs Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams (“Plaintiffs”) and Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC (“Stonegate LLC”), and specified the manner in which the Class Mail Notice was to be provided to the Settlement Class.¹

¹ Unless otherwise indicated, capitalized terms used in this Order have the meaning defined in the Agreement filed as Exhibit 1 to the Unopposed Motion of Plaintiff for Order Conditionally Certifying Settlement Class, Preliminarily Approving Class Action Settlement, Directing Distribution of Class Notice, Setting Hearing for Final Approval of Class Action Settlement and Appointing Class Counsel.

Following dissemination of Class Mail Notice, members of the Settlement Class were given an opportunity to: (a) request exclusion from the Settlement Class; (b) object to the Settlement (including Class Counsel's Fee and Costs Application and the Service Award application; or (c) take no action. [There were _____ objections filed/There were no objections filed.]

The Final Hearing was held on _____, 2026.

After careful consideration of the terms of the Agreement and the presentations of the Parties, the Court concludes that the Settlement provides a fair, reasonable and adequate recovery for Settlement Class Members. The Settlement constitutes an excellent result for the Settlement Class Members under the circumstances and challenges presented by the Action. The Court specifically finds that the Settlement is fair, reasonable and adequate, and a satisfactory good faith compromise of the Settlement Class Members' claims against Stonegate LLC. The Settlement fully complies with Rule 52.08(e), and thus, the Court grants Final Approval to the Settlement, certifies the Settlement Class, and awards the fees and costs requested by Class Counsel as well as the requested Service Award for the representative Plaintiffs. The Court finds that the Agreement should be finally approved and this case dismissed with prejudice as to all Settlement Class Members' claims against Stonegate LLC.

IT IS HEREBY ORDERED that:

1. The prior provisional certification of the Settlement Class is hereby finally confirmed for purposes of the Settlement approved by this Final Order. The final Settlement Class is defined as:

All Missouri tenants who signed leases to live in a residential apartment, townhome, or any other type of unit at Stonegate Meadows Apartment Complex from December 1, 2019, through the date of preliminary approval.

Excluded from the class are officers, directors or employees of Stonegate, any trial judge who may preside over this action, court personnel and their family members and any juror assigned to this action.

2. The Court finds that the prerequisites of Rule 52.08 have been satisfied with respect to the Settlement. The Court specifically finds that the Settlement Class consists of hundreds of persons, and joinder of all the members of the Settlement Class in a single proceeding would be impracticable, if not impossible, because of their number and dispersion. The Court further finds that the Plaintiffs and their counsel have capably prosecuted the claims of this lawsuit. The Court finds no conflict between the Plaintiffs or their counsel and the Settlement Class. Plaintiffs and their counsel are adequate representatives for the Settlement Class. The Plaintiffs are also typical of the Settlement Class. They are members of the Settlement Class and are representative of the claims and defenses presented by the parties in this case. Commonality is also satisfied in this case for settlement purposes as a number of common issues exist among the members of the Settlement Class. Common issues predominate over individual issues in the context of settlement, and certification of an agreed-upon settlement class is a superior mechanism for resolving these claims.

3. Pursuant to Missouri Rule of Civil Procedure 52.08, the Court hereby approves the terms of the Agreement as fair, reasonable, and adequate as it applies to the Settlement Class, and directs consummation of all Settlement terms and provisions

including the payments to Settlement Class Members from the Settlement Fund as contemplated by the Settlement.

4. [The Court overrules the objections to the Settlement, and finds them to be without merit.]

5. The Court hereby finds and concludes that Class Mail Notice has been given to all members of Settlement Class known and reasonably identifiable in the best manner practicable, and in full satisfaction of the requirements of Rule 52.08 and due process.

6. The Agreement, including the Releases provided for therein, shall be binding on the Parties to the Settlement, including all Settlement Class Members. The individuals set forth on Exhibit A hereto are members of the Settlement Class who timely and properly excluded themselves from the Settlement and therefore, are not bound by the terms of the Settlement.

7. The Court approves Class Counsel's Fee and Costs Application and orders payment to Class Counsel from the Settlement Fund in the sum of \$ _____ for their work on this matter on behalf of the Settlement Class..

8. The Court approves Plaintiffs' Service Award application, and orders payment to the Plaintiffs from the Settlement Fund in the sum of \$ _____ for their work on this matter on behalf of the Settlement Class.

9. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, or the Settlement becomes null and void pursuant to the terms of the Agreement, this Final Order shall be deemed vacated and shall have no force or effect

whatsoever.

IT IS SO ORDERED.

Dated: _____
Kansas City, Missouri

Charles H. McKenzie, Circuit Judge

NATHANIEL JOHNSON, et al.,)
)
 individually and on behalf of those)
 similarly situated,)
)
 Plaintiffs,) **Case No.: 2316-cv09588**
 v.)
)
 STONEGATE MEADOWS)
 APARTMENTS, LLC, et al.,)
)
 Defendants.)

WHEREAS on _____, 2026, Plaintiffs Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimalyn Brown, and Ratasha Williams (“Plaintiffs”) entered into a Settlement Agreement and Release (the “Agreement”) with Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC (“Stonegate LLC”);

WHEREAS on _____, 2026, the Court granted preliminary approval of the Settlement with the terms set forth in the Agreement in all respects;

WHEREAS on _____, 2026, the Court granted final approval of the Settlement with the terms set forth in the Agreement in all respects;

WHEREAS there is no just reason for delay in entry of judgment on Plaintiffs' claims as to Stonegate LLC in this matter;

IT IS HEREBY ORDERED AND ADJUDGED THAT:

This Court has personal jurisdiction over the Parties and all Settlement Class Members, and jurisdiction to approve the Settlement at issue in the Court's _____, 2026 Final Approval Order.

The Court hereby approves of the Releases set forth in the Agreement.

The Settlement Class Members, and anyone acting on their behalf, are hereby enjoined from asserting, or attempting to assert, any of the claims against Stonegate LLC released by the terms of the Agreement approved in the Court's _____, 2026 Final Approval Order.

All claims against Stonegate LLC are hereby dismissed with prejudice and without costs, except those fees and expenses reflected in the Court's _____, 2026 Final Approval Order. This partial judgment is entered as to Plaintiffs' claims against Stonegate LLC, and nothing in this partial judgment shall extinguish, release or otherwise affect Plaintiffs' claims against any other defendant in this action.

All claims asserted by Stonegate LLC in this matter are hereby dismissed with prejudice and without costs;

The members of the Settlement Class who timely and properly excluded themselves from the Settlement are set forth on Exhibit A hereto, and are not bound by this Judgment.

The Court hereby reserves its exclusive, general and continuing jurisdiction over the parties to the Settlement as needed or appropriate in order to administer, supervise, implement, interpret or enforce the Agreement in accordance with its terms.

IT IS SO ORDERED.

Dated: _____, 2026
Kansas City, Missouri

Honorable Charles H. McKenzie

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

NATHANIEL JOHNSON, et al.,	)	
	)	
individually and on behalf of those	)	
similarly situated,	)	
	)	
Plaintiffs,	)	Case No.: 2316-cv09588
v.	)	
	)	
STONEGATE MEADOWS	)	
APARTMENTS, LLC, et al.,	)	
	)	
Defendants.	)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT, CERTIFYING THE SETTLEMENT CLASS, PROVIDING FOR
NOTICE TO THE SETTLEMENT CLASS AND SETTING A FINAL APPROVAL
HEARING**

Pending before the Court is Plaintiffs Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams’ Unopposed Motion for Order Conditionally Certifying Settlement Class, Preliminarily Approving Class Action Settlement, Directing Distribution of Class Notice, Setting Hearing for Final Approval of Class Action Settlement and Appointing Class Counsel (“Motion for Preliminary Approval”).

Plaintiffs and Stonegate Meadows Apartments LLC, Elite Management MO LLC, Prime Midwest, LLC and Read Property Group, LLC (“Stonegate LLC”) have entered into a Settlement Agreement and Release dated _____, 2026 (the “Agreement”), to settle Plaintiffs’ claims against Stonegate LLC in the above-captioned putative class action. All capitalized terms used in this Order have the meaning as defined in the

Agreement.

1. The Court finds that it has jurisdiction over the subject matter and parties to this proceeding, venue is proper in this Court and there is a sufficient basis for granting preliminary approval of the Agreement and authorizing the steps necessary to determine whether the Agreement should be finally approved and this case dismissed.

IT IS HEREBY ORDERED that:

1. For purposes of settlement only, pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure, the Court certifies that this action may proceed as a class action on behalf of a Settlement Class consisting of:

All Missouri tenants who signed leases to live in a residential apartment, townhome, or any other type of unit at Stonegate Meadows Apartment Complex from December 1, 2019, through the date of preliminary approval.

Excluded from the class are officers, directors or employees of Stonegate, any trial judge who may preside over this action, court personnel and their family members and any juror assigned to this action.

2. The Court hereby appoints Plaintiffs Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams to serve as the class representatives, and Joseph Kronawitter and Taylor Foye of the law firm Horn Aylward & Bandy, LLC, 2600 Grand Blvd., Ste. 1100, Kansas City, MO 64108 and Gina Chiala, Amy Sweeny Davis, and Nathan Cho of the Heartland Center for Jobs and Freedom, Inc., 4044 Central St., Kansas City, MO 64111, to serve as Class Counsel.

3. The Court finds that the prerequisites of Rule 52.08 of the Missouri Supreme Court Rules have been satisfied, and hereby certifies a settlement class as defined above.

The Court specifically finds that the Settlement Class consists of hundreds of persons distributed across the country, and joinder of all the members of the Settlement Class in a single proceeding would be impracticable, if not impossible, because of their number and dispersion. The Court further finds that the Plaintiffs and their counsel have capably prosecuted the claims of this lawsuit. The Court finds no conflict between the Plaintiffs or their counsel and the Settlement Class. Plaintiffs and their counsel are adequate representatives for the Settlement Class. The Plaintiffs are also typical of the Settlement Class. They are a member of the Settlement Class and are representative of the claims and defenses presented by the parties in this case. Commonality is also satisfied in this case for settlement purposes as a number of common issues exist among the members of the Settlement Class. Common issues predominate over individual issues in the context of settlement, and certification of an agreed-upon settlement class is a superior mechanism for resolving these claims.

4. The declaration that this litigation may be maintained for settlement purposes only as a class action and the appointment of Class Counsel shall be without force or effect if: (a) the Court does not give Final Approval to the Agreement and enter the Final Judgment contemplated by the Agreement, or (b) this Court's approval of the Agreement and/or entry of the Final Judgment are reversed on appeal.

5. The terms of the Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the Class Mail Notice to the members of the Settlement Class. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arms-length negotiations between the Parties and their capable and

experienced counsel, and was reached with the assistance of a well-qualified and experienced mediator, Mark Kempton. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Final Judgment. This determination permitting notice to the Settlement Class is not a final finding that the Agreement is fair, reasonable and adequate, but simply a determination that there is probable cause to disseminate Class Mail Notice to the Settlement Class and to hold a hearing on final approval of the Settlement.

6. Class Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs reimbursement associated with the legal services provided to the Plaintiffs and Settlement Class in connection with these claims and Settlement of the Action (the "Fee and Cost Application"). Class Counsel also may submit an application for a Service Award to be paid to each named Plaintiff for their services as the class representatives. Class Counsel shall file their Fee and Cost Application and Service Award application with the Court at least fourteen (14) days prior to the deadline for members of the Settlement Class to opt out and/or object to the Settlement. The requests made in the Fee and Cost Application and Service Award application shall be consistent with the terms of the Agreement.

7. Pursuant to Rule 52.08(e), a hearing (the "Final Hearing") shall be held on _

_____ at _____ a.m., before the undersigned, at the Jackson County, Missouri Courthouse, 415 E. 12th Street, Kansas City, Missouri, 64106 for the purpose of finally determining whether the Agreement is fair, reasonable, and adequate and should be approved by the Court via entry of the Final Approval Order and Final Judgment contemplated by the Agreement and, if so, what amount of attorneys' fees and reimbursement of costs should be awarded to Class Counsel and whether a Service Award shall be awarded to the Plaintiffs.

8. Approval is hereby given to the form of, and the provisions, for disseminating the Class Mail Notice containing the text indicated in the draft Class Mail Notice attached to the Motion for Preliminary Approval. The Court finds that the Class Mail Notice to be given constitutes the best notice practicable under the circumstances, including individual notice to all members of the Settlement Class who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including Due Process. The costs of providing Class Mail Notice to the Settlement Class shall be paid from the Settlement Fund. The Court also appoints RG/2 Claims Administration, PO Box 59479, Philadelphia, PA 19102-9479 as the Settlement Administrator.

9. Within thirty (30) days after entry of this Order, the Settlement Administrator shall deliver to the United States Postal Service for first-class mailing, postage prepaid, copies of the Class Mail Notice containing the text indicated in the Class Mail Notice attached to the Motion for Preliminary Approval, addressed to each member of the Settlement Class. Prior to mailing, the Settlement Administrator will update the addresses

by use of the United States Postal Service's National Change of Address database or another address database service (e.g., Accurint, Intelius). The Settlement Administrator will re-mail any returned notices to any new address disclosed. To the extent any notice is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate current addresses for said class member(s).

10. Each member of the Settlement Class who wishes to be excluded from the Settlement Class must submit a request for exclusion to the address(es) specified in the Class Mail Notice. Such requests for exclusion must be postmarked by _____, 2026. To be effective, the request for exclusion must comply with the instructions set forth in the approved Class Mail Notice. Any member of the Settlement Class who fails to submit a timely and complete request for exclusion shall be subject to and bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class pursuant to the Agreement. Any member of the Settlement Class who timely and properly submits a request for exclusion shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11. The Settlement Administrator shall notify counsel for Stonegate, LLC upon receipt of any opt-out requests and shall provide the Court with a list of any persons who timely and adequately file a request to opt out and be excluded from the Settlement at least fourteen days (14) days before the date of the Final Hearing Date.

12. Any member of the Settlement Class who intends to object to any aspect of the Settlement (including Class Counsel's Fee and Costs Application or the Service Award application) must, by _____, file any such objection with the Court, and provide copies to the Parties, as set forth in the Class Mail Notice. Any such objection must comply with all requirements set forth in the approved Class Mail Notice, including the requirements that such objection be in writing and contain:

- A. The name, address, and telephone number of the class member filing the objection;
- B. A statement of each objection asserted;
- C. A detailed description of the facts underlying each objection;
- D. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- E. If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- F. If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts;
- G. If the objector plans to call a witness or present other evidence at the Final Hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present;
- H. A statement of whether the objector intends to appear at the Final Hearing; and
- I. A copy of any exhibits which the objector may offer during the Final Hearing.

13. Any member of the Settlement Class who does not make his or her objection in the manner provided above and in the Class Mail Notice shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the

fairness, adequacy, or reasonableness of the Settlement or to any other provision of this Agreement. Any member of the Settlement Class who does not file a timely written objection to the Settlement and notice of his intent to appear at the Final Hearing shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

14. The Parties to the Settlement shall file any motions, memoranda or other material in support of final approval of the Agreement, including any response to timely and properly filed objections to the Agreement, no later than ten (10) days after the deadline for the filing of objections and opt out requests as provided in this order. Such material shall be served on Class Counsel, counsel for Stonegate LLC, and on any member of the Settlement Class (or their counsel, if represented by counsel) filing an objection to the Settlement.

15. Following the Final Hearing, and based upon the entire record in this matter, the Court will decide whether the Agreement should be approved and, if so, what amount of fees and expenses should be awarded to Class Counsel. If appropriate, the Court will issue a Final Approval Order and Final Judgment memorializing its decision.

16. In the event the Settlement is not approved by the Court, or for any reason the parties fail to obtain a Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be

admissible or discoverable in any other proceeding;

- (b) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Plaintiffs or Stonegate LLC on any point of fact or law; and
- (c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Mail Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

17. Pending final determination of this application for approval of the Agreement, and subject to further order of this Court, all proceedings in the Action related to Plaintiffs' claims against Stonegate LLC, other than as may be necessary to effectuate the Settlement and carry out the terms of the Agreement and responsibilities related or incidental thereto, shall be stayed.

IT IS SO ORDERED.

Honorable Charles H. McKenzie

Dated: _____
Kansas City, Missouri

MANAGING GERMAN ROACHES IN MULTI-FAMILY HOUSING **USING ASSESSMENT-BASED PEST MANAGEMENT**

Author: Joe Jonovich, Board Certified Entomologist

EXHIBIT

E

1. Overview

This document is designed to be a guide for property managers to help them better manage the pest control programs in place at their properties. The principles of Integrated Pest Management (IPM), also known as Assessment-Based Pest Management (APM) do also apply to hotels, homes, and businesses. However, in this document we will focus on residential multi-family housing such as apartment buildings.



© Daniel D. Dye II

2. Does Sanitation Matter?

This is one of the biggest misperceptions of German roach control. Poor tenant sanitation is often cited as an excuse for treatment failures by the pest control company and/or management company. The short answer is no.... poor sanitation is not an excuse.

The long answer is more complicated. With great sanitation, roaches will eat more bait and this will speed control. Poor sanitation can make control slightly more difficult, but a proper APM plan will overcome almost every obstacle. Poor sanitation should not be used as an excuse. A highly regarded research study by Dr. Dini Miller (2019) tested several different baits in several public housing complexes with poor sanitation and out of control German roach infestations. They were not allowed to even make sanitation recommendations to tenants. Even in this worst-case scenario, their treatments reduced roaches 90% overall and 75% of the test units were now completely roach free. Dr. Miller also analyzed the time and materials required. Although the initial cost was higher, by reducing the number of problem units needing treated regularly there was a long-term cost savings.

For more information, please reference:

Quantifying the Efficacy of an Assessment-Based Pest Management (APM) Program for German Cockroach (L.) (Blattodea: Blattellidae) Control in Low-Income Public Housing Units. Miller & Smith. 2019.

3. What is Assessment-Based Pest Management?

Below are the basic steps to an APM plan and why they are important.

- 1. Inspect**
 - 2. Identify the pest**
 - 3. Create a management plan**
 - 4. Implement your plan**
 - 5. Monitor**
 - 6. Evaluate & Escalate**
- a. **Inspect** – Inspections are important to identify problems such as pests, conducive conditions, and entry points pests may be using. Inspections may be calendar based (i.e. every 6-months), as needed (i.e. residents put their name on a weekly service list), or a combination of both.

A rule of thumb for a successful APM program is that about 90% of a pest control technician's time on property should be spent inspecting for pests and only 10% actually treating pests. Old-fashioned methods of pest control such as spraying all the baseboards are discouraged. These

methods are not effective at eliminating pests. In addition, spraying baseboards in every unit every month often meant 90% of the technician's time was spent treating all areas whether they needed it or not. Little time was dedicated to inspecting or resolving serious issues.

In most cases, all units do not need inspected monthly. For example, if a 500-unit apartment complex has roach issues in 20% of units, if you set calendar-based inspections for every 6-months instead of inspecting all 500 units each month, the technician would save 83% of their time on site. This time could be used to visit all 100 of the problem units weekly to resolve their issues. Once most of those units are under control, even more time can be focused on the remaining problem units resulting in better efficiency.

Not all units need to be on the same frequency. By identifying "problem units" and focusing the technicians time on those units, problems will be resolved before they spread to neighboring units or throughout the entire building. We will discuss monitoring and evaluating below.

- b. **Identify the pest** – This may seem basic, but proper identification is critical. Roach species such as American roaches, Asian roaches, and field roaches all have very different treatment methods and will not solve German roach infestations. In addition to your hired pest control professional, you can also reach out to your local Cooperative Extension Office or state university. Many have insect ID labs and can identify pests for free or a nominal cost.
- c. **Create a management plan** – This is the bulk of this document. See the model APM plan for German roaches in multi-family housing is below. By having a pest management plan in place before pest issues occur you will be able to react quicker. By having a plan in place will also avoid confusion between you and your pest control operator. Common issues that arise include:
 - i. What products are you going to use?
 - ii. What is your treatment protocol?
 - iii. What pests are covered under my contract?
 - iv. Are there extra costs for extra services?
 - v. How often will you visit?
 - vi. How often will you follow up on problem units?
 - vii. What happens if control is not achieved?
 - viii. What are the property management's responsibilities?

Most reputable pest management companies will have their own written pest-specific management plans. You can ask to review in advance. Your contract will also have information on costs, frequencies, and responsibilities.

Most "bug-sprays" do not eliminate German roaches. German roaches are very resistant to them, and they are not applied where most roaches will contact them. The first-stage nymphal roaches typically stay in the walls and other harborages where they are safe from most sprays. Many pest control vendors still prefer these products due to their cheap price.

For German roaches, the products being used should be cockroach baits or non-repellant/slow-acting sprays. Gel baits and dry flowable baits are eaten by roaches and then shared with others in the harborages. In addition, when the first roaches die, others will eat their bodies and die too. This will kill also kill the first-stage nymphs. The drawback with baits is that sometimes roaches will not like a certain flavor bait. This is overcome by rotating at least three different baits on different visits. If they don't like one flavor, they will eat another. Baits used to all be slow acting, but that is no longer true. Many newer baits kill roaches in under 24-hours.

Non-repellant/slow acting sprays are newer technology. They work similar to a bait.....but the roaches are not required to eat it. The roaches get a lethal dose but don't die instantly. They go

back to harborage and contact other roaches which also die. These sprays are also lower toxicity to people and pets. The drawback is they cost more than traditional bug sprays.

NOTE: The following are some examples of products currently being used in good Assessment-Based Pest Management plans by professional pest control companies. There are numerous other acceptable options and new products come out periodically.

Examples of Cockroach Baits	Comments
Advion Roach Gel	Fast acting. Several “newer” Advion roach gel versions also available such as Evolution and Trio. These have better acceptance.
Maxforce Magnum Roach Gel	Fast acting
Invict Gold Roach Gel	Fast Acting
Vendetta Plus	Slow acting, but transfers better than most
Vendetta Nitro or Vendetta 360	Newer versions of Vendetta that are fast acting with better acceptance.
Advion MicroFlow	Dry flowable bait. Doesn’t dry out and lasts a long time. Fast acting
Avert DF	Dry flowable bait. Doesn’t dry out and lasts a long time. Slow acting

Examples of Non-Repellant/Slow-Acting Sprays	Comments
Alpine WSG	Allows roaches to get back to harborage before death. Most still die within 24-hours.
Sumari	Allows roaches to get back to harborage before death. Most still die within 24-hours.

- d. **Implement your plan** – This is the easy part once you have a plan in place. The biggest mistake that occurs here is not following the plan.
- e. **Monitor** – Following up and monitoring results is critical. Follow up visits should occur on all problem units weekly until issues are resolved. Treatments can fail for numerous reasons. German roach females can have approximately 40 offspring per month and not following up will allow the population to rebound in weeks. In an ongoing program this step will overlap with the first step, “Inspect”.
- f. **Evaluate & Escalate** – This is the most critical step in APM. By regularly reviewing service records you can identify problem units and treatment failures early. Then service to these units can be escalated as needed.

4. **Managing Outside Vendors**

Below are several key points to help manage outside pest management vendors.

a. **Contracts and Agreements**

- i. Review agreements closely. Look closely at:
 - 1. Terms & conditions
 - 2. Excluded pests
 - 3. Guarantees (are there free-service calls?)
 - 4. Are there limits on how many units can be serviced per visit?
 - 5. What other extra charges are there?
- ii. **Note that often the lowest bid prices have numerous exclusions and may end up with subpar service and/or costing you more.** “All-inclusive” services typically cost more

- initially. However, it isn't uncommon for low-bid contracts to double in price once you count add-on charges.
- iii. Pay special attention to terms, conditions, and any limits for German roaches. Many companies will charge "clean-out" fees for German roaches. This can range from \$15 to \$250 per unit per treatment. This also "rewards" poor service because they make more money when they do not eliminate the issue. It is recommended to have German roaches included in the monthly price and all extra follow ups are no additional charge. This will incentivize the pest management company to resolve issues quickly.
 - iv. You may consider writing your own "Scope of Service" when soliciting bids for pest control and request a price for potential vendors to service according to your scope of service.

b. Review Service Tickets and Treatment Logs

i. Treatment Logs

- 1. Have a treatment logbook on site.
- 2. This allows residents (or staff) to write service request for the technician.
- 3. The technician should review the log at the beginning of each visit and address all listed concerns.
- 4. The tech will then list what was done, if a follow up is needed, sanitation conditions in unit, and any special notes.
- 5. Property management should then review to ensure problems are being resolved. Look for trends such as units with constant problems that are not being resolved. There may be notes on maintenance issues (i.e. entry points) or uncooperative tenants that property management needs to address.

ii. Service Tickets

- 1. In most states pest control vendors are required to supply "pesticide treatment records" to you.
- 2. This will list time on site, what products were used, how much, what rate, where applied, and any special notes you may need to address (i.e. access denied).
- 3. Time on site is a key indicator. If a unit has no issues, a unit could possibly be inspected in 3 minutes, but a severe German roach issue may take closer to an hour per unit to properly treat. Records showing units are being serviced in under a minute are a major red-flag.

5. Model Assessment-Based Pest Management Plan

******See the following pages for a sample German Cockroach management plan.******

Model Assessment-Based Pest Management

Plan for German Cockroaches

1. Identification

- a. Light brown to tan with two dark parallel stripes on pronotum.
- b. Adults are 1/2 - 5/8" in length

2. Biology and Behavior

- a. Live exclusively indoors. Will die outdoors. New infestations introduced by "hitchhikers" on items brought into home/structure.
- b. German roaches can start to reproduce at 60 days old.
- c. They then have another ootheca (egg case) every 30 days. Each ootheca contain up to 40 eggs.
- d. This means one pregnant female can result in thousands of cockroaches in only a few months.
- e. German roaches have a high requirement for food and water. Reducing these will significantly increase the effectiveness of control efforts.
- f. Have a high requirement for food and water. Found primarily in kitchens and bathrooms.
- g. German roaches do not fly and run from light.
- h. German roaches have some level of **Aversion** or **Resistance** to all baits and sprays available.
 - i. **Aversion** is when roaches don't eat the bait because they "don't like the flavor".
 - ii. **Resistance** is when roaches can eat the bait or be exposed to a spray, but it doesn't kill them.
 - iii. Averse and resistant roaches that survive treatments then reproduce quickly. Their offspring then inherit the averse or resistant traits. This makes future treatments more difficult.



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3. Inspection

- a. Interview customer to identify areas of high activity.
 - i. Also try to identify the source of infestation to help prevent re-introductions.
- b. Interior Inspection
 - i. Infestations can be in any room of the structure but focus on areas with high moisture and food sources such as kitchens and bathrooms.
 - ii. Pet areas are also likely to be infested.
 - iii. Look for potential food and water sources in other areas too. Food under couch cushions, food in bedrooms, or garbage bags in garages can all lead to infestations.
 - iv. In kitchens, German roaches prefer warm, dark, and humid areas such as behind the refrigerator, stove, dishwasher, or under the sink.
 - v. In commercial kitchens, also pay attention to the hollow legs of stainless tables, floor drains, wet ceiling tiles, and dishwashing areas.
 - vi. Use **288i** sticky traps to identify problem areas. On an average home place 5-6 sticky traps.
- c. Exterior Inspection
 - i. None needed for German roaches.

4. Initial Treatment

- a. For moderate to large infestations, use a HEPA vacuum to immediately reduce the population.
- b. Use only baits on the interior
 - i. Always place baits out of the reach of children and pets.
 - ii. Never place baits directly on a visible surface, it may stain.
 - iii. Place "pea-sized" drops of bait every 6" in infested areas.
 - iv. Use **Advion Roach Gel** or **Vendetta Nitro** on your first visit.
 - v. These are "fast-acting" baits. Customers will start to see dead roaches within 24 hours or less. Maximum results will be seen within 7 days.
 - vi. Each visit you will **ROTATE** to a different bait. This will eliminate resistant or adverse cockroaches.

- vii. **Advion MicroFlow (1.8oz/100 sq ft)** is a “dry-bait” that can also be used in a duster bulb in out of the way areas such as behind appliances or in wall outlets. Use **MicroFlow** like a dust and use caution not to contaminate food prep surfaces.
- viii. On moderate to severe infestations use **Alpine WSG (30g/gal)** (a non-repellent spray) can also be used if needed. Use caution to not contaminate the baits you placed. Be sure to treat thoroughly around and behind dishwashers, stoves, refrigerators, and sinks.
- c. Place **288i sticky trap monitors** in areas of likely insect activity such under the sink, behind appliances, near garbage cans, etc.
- d. Schedule a follow-up for 3 to 7 days.

Remember to educate the customer. Remind them that:

1. Eliminating food and water sources is important. The less food and water available, the more of the bait the roaches will eat.
2. We use “fast-acting” baits. Roaches will start to die in 24 hours or less, but several treatments may be needed to kill all roaches.
3. This is because pregnant females do not feed, 1st stage nymphs do not come out of the walls to feed, and there may be aversion.
4. Do not use “bug sprays” or our baits will not work.
5. If they have any questions or concerns, it is better to call us, we will come out ASAP.

5. Follow-up Service

- a. Interview the tenant and inspect to see if there is still any activity. If so, find out where, how much, and if there has been any decline in activity.
- b. Check insect monitors placed on the first visit to help identify “hotspots”.
- c. If activity persists:
 - i. Rotate to a different brand of bait than used on the previous visit. If **Advion** was used on the first visit, use **Vendetta Nitro** on the second trip, and **Invict Gold** on the third, etc... This will eliminate resistant or adverse cockroaches.
 - ii. **Vendetta Plus** is a slow-acting bait and is good for final visits. It takes a week to work but does a great job transferring and killing any remaining roaches in walls or other hiding spots..
 - iii. On moderate to severe infestations use **Alpine WSG (30g/gal)** (a non-repellent spray) can also be used if needed. Use caution to not contaminate the baits you placed. Be sure to treat thoroughly around and behind dishwashers, stoves, refrigerators, and under sinks.
- d. **If activity still persists, contact your Service Manager for other possible options.**
 - i. **We need to identify why treatments are failing.**
 - ii. **Are we missing hot spots? DO we need to try a different bait?**
 - iii. **Contact the property management if you are not getting timely access to certain units or if there are severe sanitation issues.**

MANAGING BED BUGS IN MULTI-FAMILY HOUSING **USING ASSESSMENT-BASED PEST MANAGEMENT**

Author: Joe Jonovich, Board Certified Entomologist

1. Overview

This document is designed to be a guide for property managers to help them better manage the pest control programs in place at their properties. The principles of Integrated Pest Management (IPM), also known as Assessment-Based Pest Management (APM) do also apply to hotels, homes, and businesses. However, in this document we will focus on residential multi-family housing such as apartment buildings.



2. What is Assessment-Based Pest Management?

Below are the basic steps to an APM plan and why they are important.

- 1. Inspect**
- 2. Identify the pest**
- 3. Create a management plan**
- 4. Implement your plan**
- 5. Monitor**
- 6. Evaluate & Escalate**

- a. **Inspect** – Inspections are important to identify problems such as pests, conducive conditions, and entry points pests may be using. Inspections may be calendar based (i.e. every 6-months), as needed (i.e. residents put their name on a weekly service list), or a combination of both.

A rule of thumb for a successful APM program is that about 90% of a pest control technician's time on property should be spent inspecting for pests and only 10% actually treating pests. Old-fashioned methods of pest control such as spraying all the baseboards are discouraged. These methods are not effective at eliminating pests. In addition, spraying baseboards in every unit every month often meant 90% of the technician's time was spent treating all areas whether they needed it or not. Little time was dedicated to inspecting or resolving serious issues.

All reports of bed bugs or suspected bites need taken seriously. Laws vary by state, but generally the following Best Management Practices apply:

- i. Landlord must have a trained professional inspect the unit as soon as possible after the tenants report **(within days and not weeks)**.
- ii. If bed bugs are found, **all contiguous units need inspected** as promptly as possible **(within days and not weeks)**.
- iii. Note: Notice of inspection must be given to tenants as required by their lease and/or local law.
- iv. Landlord must notify the tenant of the result of the inspection and promptly arrange for treatment if bed bugs are found.

For severe or consistent bed bug outbreaks it is recommended to have a canine bed bug inspection. These are dogs trained specifically to smell only live bed bugs. These inspections can help identify hidden areas that are being missed in visual inspections. Canines can also cover a large area in a shorter period of time than a visual inspection done by a human. These dogs require extensive training and in most cases, there is an additional cost for these inspections. However, if they can identify all problem areas an infestation can be quickly resolved.

- b. **Identify the pest** – This may seem basic, but proper identification is critical. Unidentified bites can be from other insects or even caused by skin reactions to medications or detergents. This is why an inspection by a trained professional is important. They know where bed bugs like to hide and can properly identify bed bugs, their feces, cast skins, and even bed bug eggs.
- c. **Create a management plan** – This is the bulk of this document. See the model APM plan for bed bugs in multi-family housing at the end of this document. By having a pest management plan in place before pest issues occur you will be able to react quicker. By having a plan in place will also avoid confusion between you and your pest control operator. Common issues that arise include:
 - i. What methods are you going to use? (i.e. heat treatments vs chemical treatments)
 - ii. What is your treatment protocol? (What products are approved? How many visits?)
 - iii. What is the warranty? (i.e. A guarantee to treat if bed bugs return within 90-days)
 - iv. How often will you follow up on problem units?
 - v. What happens if control is not achieved?
 - vi. What are the property management's responsibilities? (You cannot defer all responsibility to the pest control company. You must ensure that control is achieved and escalate matters if needed.)

Most reputable pest management companies will have their own written pest-specific management plans. You can ask to review in advance. Your contract will also have information on costs, frequencies, and responsibilities. It is recommended that all bed bug treatments have a warranty and not be “pay-per-service”. This encourages the pest control provider to do everything they can to eradicate the issue quickly and without multiple trips.

Below are some ineffective treatments for bed bugs to avoid:

- i. Many **consumer “bug-sprays”** do not eliminate bed bugs and may not be even labeled for treatments on beds. Pest control companies should use a combination of products specifically designed for bed bug control. This may include liquid insecticides, dusts, heat treatments, cold treatments, and even fumigation.
- ii. **Bug bombs** are ineffective. They do not penetrate where bed bugs hide. They have no residual killing action but leave a sticky mess behind.
- iii. **Ultrasonic pest repellers** are a scam and waste of money. They are shown by university research to have no effect on bed bug infestations.
- iv. There are no **baits** for bed bugs since they only feed on the blood of live animals.
- v. **Traps** also have limited effectiveness. They only catch a very small amount of the population. Traps are great to monitor and will confirm an issue is still present but should not be used alone to eradicate an issue.

Below are effective treatments for bed bugs:

- i. **Liquid insecticides** – These are the most common treatment method in multi-family housing. It is labor intensive to treat all cracks and crevices but is effective if done correctly. Liquid treatments do not disturb neighboring units or require fire systems to be disabled. There may be considerable prep work required prior to treatment. This may be done by the pest control operator or the tenant.... Review your agreements carefully.
- ii. **Dust insecticides** – These are normally used in conjunction with liquids. Dusts work well on bed bugs but must be placed out of reach of people and pets. These are most commonly used behind wall outlets and other cracks and crevices. Care must be taken to not contaminate surfaces people and pets contact frequently.
- iii. **Heat Treatments** – Bed bugs die at relatively low temperatures (~122°F). Heat can be used several ways. Steam, heat chambers, whole-room heaters, or even laundering items on high heat are effective. Be sure to use machines designed for bed bug treatments. Many fires have been started by homemade bed bug heater systems. Whole

room heaters have the advantage of being able to kill bed bugs hiding in inaccessible areas, untreatable items (toys), or in complex furniture.

- iv. **Cold treatments** – Cryonite is the most common brand on the market. It uses dry ice snow (CO₂) to rapidly freeze bed bugs. This has the advantage of being chemical free, but may not penetrate very far.
 - v. **Aprehend** – This is a natural live fungus that only affects insects. It is applied using an airbrush to very specific areas. Bed bugs then spread it to other areas. It is very effective and there is no reported resistance. However, it has specific storage and application requirements that make it difficult to use. It can take several weeks to work if used alone.
 - vi. **Fumigation** – Fumigation is very effective on bed bugs but requires the entire building to be vacated for several days. For this reason, it is rarely used in multi-family structures. This is more common in vehicles or single family dwellings.
- d. **Implement your plan** – This is the easy part once you have a plan in place. The biggest mistake that occurs here is not following the plan.
- e. **Monitor** – Following up and monitoring results is critical. Follow up visits should occur every 7-14 days until a unit is cleared. Repeat infestations in the same unit within several months are a sign of a treatment failure.
- i. An area is being missed (i.e. a sofa) and they are reinfesting the unit.
 - ii. A neighboring unit has an infestation that keeps spreading.
 - iii. The tenant is bringing new bed bugs back into the unit from work, relatives, etc.
- Also look for trends in the treatment record data such as increased occurrences, increased re-treatments required, clusters of infested units, etc. that may require escalation (see below).
- f. **Evaluate & Escalate** – This is the most critical step in APM. By regularly reviewing service records you can identify problem units and treatment failures early. Then service to these units can be escalated as needed.

3. Tenant Education

The landlord and pest control company should work together to provide educational materials for all tenants to educate them about early detection, prevention, treatment preparation, and proper disposal of infested items. Bed bugs are much easier to control at the early “introduction” stage before it becomes a full-blown infestation. This will also help prevent the spread of bed bugs to other units in the building.

4. Disposal of Tenant Furniture and Personal Items

Disposal of items does not solve a bed bug infestation and is typically discouraged. Bed bugs also hide in cracks and crevices in walls, floors, and even ceilings so this will not remedy the situation. Replacement items often become quickly infested. Improper disposal can also spread bed bugs to other rooms, common areas, and other units. Options for treatment of sensitive items (toys, electronics, paperwork, photo albums, etc.) do exist. One example is using a heat chamber instead of chemical treatments. The need for disposal should be evaluated on a case-by-case basis.

5. Tenant Preparation Requirements

The industry standard is trending towards “light-prep” or “no-prep” bed bug treatments where little to no prep is required of the tenants. This has several advantages such as:

- i. Less reschedules for “unit to prepped”.
- ii. Tenants tend to spread bed bugs around the unit (and building) as they try to disassemble furniture and move items out of rooms.
- iii. Elderly and disabled tenants cannot reasonably comply with heavy-prep requirements.
- iv. Research has shown these treatments are more effective and less likely to spread bed bugs.

To prevent the spread of bed bugs most items should not be removed from the room they are in. Laundry and linens should be carefully bagged and taken straight to the washer. Bags should then be immediately disposed of. Pest control vendors that do more of heavy-prep such as disassembling beds will typically charge more for the extra time, but treatments will be more effective.

By no means does this mean that tenants can be hoarders. Units should be kept neat and tidy. Excessive clutter does need to be removed to allow effective treatment of the unit.

6. Managing Outside Vendors

Below are several key points to help manage outside pest management vendors.

a. Contracts and Agreements

- i. Review agreements closely. Look closely at:
 1. Terms & conditions
 2. Excluded pests (are bed bugs an extra charge?)
 3. Guarantees (are there free-service calls and follow ups? For how long?)
 4. What methods do they use for bed bugs?
 5. If heat treatments or canine inspections are recommended, are these included?
- ii. **Note that often the lowest bid prices have numerous exclusions and may end up with subpar service and/or costing you more.** “All-inclusive” services typically cost more initially. However, it isn’t uncommon for low-bid contracts to double in price once you count add-on charges.
- iii. Pay special attention to terms, conditions, and any limits on bed bugs. Many companies will charge extra fees for bed bugs that may be hundreds of dollars per treatment.
- iv. You may consider writing your own “Scope of Service” when soliciting bids for pest control and request a price for potential vendors to service according to your scope of service.

b. Review Service Tickets and Treatment Logs

i. Treatment Logs

1. Have a treatment logbook on site.
2. This allows residents (or staff) to write service request for the technician.
3. The technician should review the log at the beginning of each visit and address all listed concerns.
4. The tech will then list what was done, if a follow up is needed, sanitation conditions in unit, and any special notes.
5. Property management should then review to ensure problems are being resolved. Look for trends such as units with constant problems that are not being resolved. There may be notes on maintenance issues (i.e. entry points) or uncooperative tenants that property management needs to address.

ii. Service Tickets

1. In most states pest control vendors are required to supply “pesticide treatment records” to you.
2. This will list time on site, what products were used, how much, what rate, where applied, and any special notes you may need to address (i.e. access denied).
3. Time on site is a key indicator. Full bed bug treatments take time. Heat treatments may take 8-12 hours per room. Liquid treatments may take over an hour per unit if furniture needs disassembled. Records showing units are being serviced in a short period are a major red-flag.

7. Model Assessment-Based Pest Management Plan

See the following pages for a sample bed bug management plan that a pest management company may use.

Model Assessment-Based Pest Management Plan for Bed Bugs

1. Identification

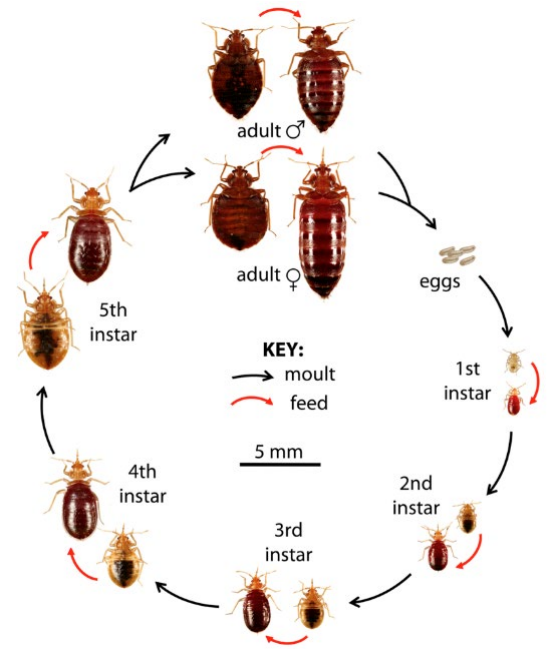
- a. Size: 1/4" to 3/8" long
- b. Color: nymphs are straw-colored and adults are mahogany brown.
- c. Adults are the size and shape of an apple seed.

2. Biology and Behavior

- a. Feed only on blood of people and pets.
- b. Do not eat baits.
- c. Traps are not very effective.

3. Inspection

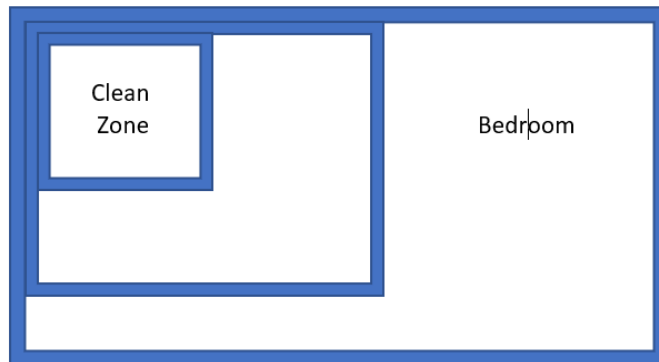
- a. Interview customer to identify areas of high activity.
 - i. Ask where they are seeing the most bed bugs.
 - ii. Ask where they sleep (beds, sofas, chairs, etc)
 - iii. Ask where they tend to spend the most time sitting (reading chairs, furniture around TV, wheelchairs, etc).
 - iv. Inspect these areas thoroughly.
 - v. Use a real flashlight (not a phone flashlight).
 - vi. **Ask permission to inspect all areas prior to inspection.**
 - vii. **Contact your manager if no activity is found on your inspection. There may be a problem other than bed bugs (fleas, bird mites, or Delusory Parasitosis).**
- b. Areas to inspect
 - i. 70% of bed bugs are found within 5 feet of the bed
 - ii. 90% of bed bugs are found within 10 feet of the bed
 - iii. Pay particular attention to the bed, bed frame, and all furniture and walls within this area.
 - iv. **However, bed bugs will migrate to other rooms and even neighboring units in multi-family housing. Be sure to inspect neighboring rooms.**
 - v. Bed bugs can also infest areas where people sit for extended periods of time such as sofas or dining room tables.
 - vi. **Don't forget to look up!!**
- c. Bed Inspection
 - i. Check under tufts, seams, handles, labels, and other places bed bugs can hide.
 - ii. Remove the dust cover from the bottom of the box-spring and inspect inside.
 - iii. Carefully inspect all pieces of the bed frame. Over a dozen bedbugs can fit into the slot of a single screw head.
- d. Furniture Inspection
 - i. Remove drawers and items from nightstands and dressers near the bed.
 - ii. Bed bugs prefer to hide in tight places that are difficult to inspect.
 - iii. Check seams, joints, screw holes, the underside, and the underneath closely.
 - iv. Also, check small items, under lamps, in alarm clocks, etc.
- e. Surrounding Area
 - i. Remove wall outlets covers within 10 feet of the bed to inspect/treat.
 - ii. Check cracks and crevices along baseboards closely.
 - iii. In carpeted areas, check where the carpet tucks under the baseboard.
 - iv. Check cracks and gaps in hardwood floors.
 - v. Check wall hangings.
 - vi. Ceiling texture, AC vents, smoke detectors, and other items on ceilings that may be harborage places too.



- vii. Check seams, joints, screw holes, the underside, and the underneath of furniture closely.
- viii. Also, check small items, under lamps, in alarm clocks, etc.
- f. Other parts of the home
 - i. It is common to find bed bugs where people spend most of their time.
 - ii. Inspect the areas and furniture the customers use a lot.
 - iii. Wheelchairs and medical equipment are frequently infested.
 - iv. Complex furnishing such as wicker, inaccessible furniture, and some medical equipment may need to be vault fumigated or heat treated.
 - v. If bed bugs in the vehicles are suspected, inspect the vehicles.
- g. Multifamily Housing
 - i. While most bed bugs stay close to their feeding site, some will migrate even to other units. This includes all contiguous units (besides, below, & above) plus units across the hall.
 - ii. If bed bugs are discovered in a unit, the neighboring units need inspected as soon as practical.
 - iii. **Note: Notice may be required to be given before you enter neighboring units. Discuss with the property manager to arrange entry ASAP.**

4. Initial Treatment

- a. Overview
 - i. Treat furniture and surrounding area methodically so nothing is overlooked.
 - ii. The bed and all furniture within 10 feet of the bed must be thoroughly inspected/treated. **This means disassembling the bed, removing treating drawers and treating the bottom side of nightstands, dressers, etc.**
 - iii. To avoid spreading bed bugs, do not remove items from the room.
 - iv. Establish a Clean Zone.
 - 1. Treat one section of the room thoroughly as described below.
 - 2. Next, treat furniture items one at a time and move them into the clean zone.
 - 3. Expand the Clean Zone as you remove items from the untreated areas until the entire room is thoroughly treated.



- v. Do not treat near fish tanks. If unavoidable, contact your manager.
- vi. Remove dust cover from bottom of box spring to inspect and treat inside. On high-end accounts you can remove carefully and re-staple when finished.
- b. **Use only Steam and/or Vacuum in cars.**
 - i. Do not use chemicals that can volatilize in vehicles when it gets hot during the day.
 - ii. Steam will kill on contact
 - iii. Vacuum to remove dead bed bugs.
- c. **Vacuum** in all areas of home where bed bugs are active.
 - i. Vacuum all surfaces to remove live/dead bed bugs and their eggs. This includes floors, baseboards, back of picture frames, dressers, mattresses, other furniture, and any other harborages found. Don't forget the bottom, back, and inside infested furniture.
 - ii. Every bed bug and bed bug egg you remove by vacuuming is one less we have to deal with later.
- d. Use **Cimexa Dust**.
 - i. **Cimexa dust** is a desiccant dust that kills bed bugs in about 14 days.
 - ii. It does not break down and lasts years unless removed during cleaning.
 - iii. Remove all outlet covers and dust outlets with **Cimexa Dust**.
 - iv. In carpeted rooms, **Cimexa** can be brushed into the carpeting along baseboards.
 - v. Be sure to leave no dust on exposed surfaces where people or pets may contact dust.
- e. Use **Crossfire Bed Bug Concentrate**
 - i. **Crossfire** contains a pyrethroid and neonicotinoid. It has no signal word and can even be used on mattresses (tufts and seams).
 - ii. **Crossfire** will not stain water-safe surfaces. Test in a non-visible area if unsure if a surface is water-safe. Always follow label directions.

- iii. Treat mattress and box-spring tufts, seams, folds, labels, and anywhere bed bugs can hide.
- iv. Also treat box-spring corner protectors and inside of the box spring.
- v. Treat bed frame, headboards, and footboards. Use caution on wood surfaces and unique materials.
- vi. Treat inside nightstands, dressers, and other furniture in area. Remove drawers to treat thoroughly. Do not forget to treat the underside of drawers and furniture.
- vii. Treat any other possible hiding spots in the room such as cracks/crevices, behind picture frames, around smoke detectors, etc.
- f. If customer has also purchased encasements and/or Climb-up interceptors install these now.
- g. Encasements:
 - i. We highly recommend **mattress encasements**.
 - ii. Encasements will trap and kill all bed bugs hiding in the mattress and boxspring.
 - iii. Encasements also take these harborage areas away from future bed bugs.
 - iv. The bright white color of encasements also makes future bed bug inspections much easier.
- h. Interceptors:
 - i. **Climb-up Interceptors** trap bed bugs climbing up or down bed legs.
 - ii. They work as both a monitor and also an exclusion device.
 - iii. To be effective, all bed legs must have interceptors on them and the bed/linens cannot be touching walls, nightstands, or the floor.
- i. Schedule a follow-up for 10-14 days later.

5. Second Service

- a. Use **Crossfire Bed Bug Concentrate**
 - i. Follow the same steps as you did on the first visit (see step 4e).
 - ii. Pay special attention for any areas of activity that may indicate an area missed during the first treatment.
 - iii. If activity is moderate/severe, schedule a third service for 10-14 days later. In not, a third service will only be scheduled if the customer sees live bed bugs after the treatment.

6. Third Service (if needed)

- a. Use **Aprehend**
 - i. **Aprehend** is a naturally occurring fungus that kills insects. It is very effective on bed bugs and lasts up to 90 days.
 - ii. **Aprehend** must be stored between 50°F and 100°F. If not, the fungal spores die, and you will have treatment failures.
 - iii. **Aprehend does have special application equipment and instructions that need to be followed precisely. See Aprehend training material for details.**
 - iv. The mineral oil mist created during the application process is a lung irritant. **You must also wear your respirator when applying Aprehend.** However, after treatment the mist is gone and there is no risk to customers.
 - v. **WARNING:** Water based cleaners or other treatments after an Aprehend treatment will deactivate Aprehend. Aprehend should only be used as the final treatment.
 - vi. This is the third and final scheduled treatment included in the bed bug treatment procedure. Additional treatments may require additional payment.

Remember to educate the customer. Remind them that:

1. Bed bugs are great hitch-hikers. Be aware of possible re-infestation sources.
2. Remove and launder all bedding prior to treatment. Transport bedding to washer in plastic bags to prevent the spread of bed bugs. Then REMOVE bags from building.
3. Customers and pets must leave during treatment and not return for 4 hours after the treatment to allow surfaces to dry. Upon returning, if any surfaces are wet, they must avoid contact until dry.
4. Do not return for 4 hours after the end of treatment to allow surfaces to dry.
5. If Aprehend was applied, caution homeowner about using water-based products in the area for the next two weeks.
6. Resume normal sleeping habits to reduce the amount of activity spreading throughout the home.
7. Expect to see ongoing activity for about three weeks.
8. Treatments may be considered "invasive". Make sure customers know a thorough inspection and treatment includes taking apart beds, moving furniture, and removing items from drawers.
9. If they have any questions or concerns, they can call us and we will address them ASAP.

MANAGING RODENTS IN MULTI-FAMILY HOUSING **USING ASSESSMENT-BASED PEST MANAGEMENT**

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1. Overview

This document is designed to be a guide for property managers to help them better manage the pest control programs in place at their properties. The principles of Integrated Pest Management (IPM), also known as Assessment-Based Pest Management (APM) do also apply to hotels, homes, and businesses. However, in this document we will focus on residential multi-family housing such as apartment buildings.

2. Why is Control Important?

All reports of rodents need to be taken seriously. Rodents are a public health pest. In addition to bites, the CDC lists over 30 serious diseases spread directly or indirectly by rodents. Several are deadly. These include:

- **Plague**
- **Hantavirus**
- **Leptospirosis**
- **Salmonellosis**
- **Typhus**
- **Lyme disease**
- **Rickettsiapox**
- **Powassan virus**



Failure to take proper preventative action and to provide a habitable environment for tenants and employees may result in serious injury and/or death.

3. What is Assessment-Based Pest Management?

Below are the basic steps to a rodent APM plan and why they are important.

- 1. Inspect**
- 2. Identify the pest & entry points**
- 3. Create a management plan**
 - a. Sanitation**
 - b. Exclusion**
 - c. Trapping**
 - d. Rodenticide Baiting**
- 4. Implement your plan**
- 5. Monitor**
- 6. Evaluate & Escalate**

- a. **Inspect** – Inspections are important to identify problems such as pests, conducive conditions, and entry points pests may be using. Inspections may be calendar based (i.e. every 6-months), as needed (i.e. residents put their name on a weekly service list), or a combination of both.

A rule of thumb for a successful APM program is that about 90% of a pest control technician's time on property should be spent inspecting for pests and only 10% treating pests. Old-fashioned methods of pest control such as only placing bait in exterior bait boxes without inspecting are discouraged. These methods are not effective at eliminating pests on their own.

- i. When inspecting for rodents, you will rarely see live rodents. Inspectors will primarily be looking for evidence of an infestation (fecal droppings, urine stains, gnaw marks,

damaged items, grease marks) and entry points that rodents may be using to gain access to the interior of the structure.

- ii. **Inspectors should wear personal protective equipment (PPE)** when inspecting areas with rodents, droppings, or urine. This is typically an approved respirator, crawl suit, and gloves. If PPE is not available to in-house maintenance staff, a professional pest control operator should be called to do the inspection.
 - iii. House mice will tend to live close (<30ft) to their food source (such as the kitchen or pantry). They are commonly found in stoves, under dishwashers, or behind refrigerators. They do not tend to explore or go in and out of structures once a suitable food source is found.
 - iv. Other species of mice and rats do not raid our kitchens as often but prefer warm quiet places to nest such as attics, basements, or crawlspaces. These species often go outside to feed. Rats may cover a territory over 450 feet away from their nest. Identifying entry points is key to controlling these species.
 - v. We often underestimate rodents' abilities to get through small gaps. If their skull fits through a gap they can squeeze the rest of their body through. Mice can get through gaps as small as 1/4" in size. This is about the diameter of a #2 pencil. Rats can squeeze through gaps as small as 1/2" in size. This is slightly smaller than a dime.
- b. **Identify the pest** – There are major differences in the biology and behavior of different rodents which will dictate what control methods are used. House mice control is different than control for deer mice. Roof rat control is different than control for Norway rats or squirrel control. Here are the most common species encountered:
- i. **House mice**
 - 1. 2.5" to 4" long.
 - 2. 0.5 to 1oz in weight.
 - 3. Brown or grey fur. Belly either matches or is beige (not white) color.
 - 4. Tail has short brown fur matching its body color.
 - 5. Eyes and ears larger than field mice.
 - 6. Droppings are about 1/4" long, some are pointed at one end, and are typically black in color.
 - 7. Great hitchhikers.
 - 8. Prefer to live very close to food. Usually, in a kitchen or pantry.
 - ii. **Field Mice**
 - 1. 2.5" to 4" long
 - 2. 0.5 to 1oz in weight
 - 3. Reddish brown to dark brown color.
 - 4. Smaller eyes and ears than house mice.
 - 5. No hair on tail.
 - 6. Cream to white colored underside.
 - 7. Sometimes called voles, which are a different species. Voles are similar but stockier.
 - 8. Droppings are about 1/4" long, some are pointed at one end, and are typically black in color.
 - 9. Rarely found indoors, but may live in basements, crawlspaces, or garages.
 - iii. **Deer Mice and White-Footed Mice**
 - 1. 2.5" to 4" long
 - 2. 0.5 to 1oz in weight
 - 3. Brown with white underside and legs
 - 4. Tail is bicolored, dark on the top and white on bottom.
 - 5. Look and behave similar but are technically different species.
 - 6. Several dozen sub-species are known collectively as deer mice so there may be slight variations in appearance.

7. Droppings are about ¼" long, some are pointed at one end, and are typically black in color.
8. More common in agriculture or suburban areas.
9. May nest indoors, but prefer outdoor food sources.

iv. Norway rats

1. Known as "New York City" rats, wharf rats, etc.
2. Are 1-2 lbs. in size.
3. They are the same overall length as roof rats, but stockier. Their tail will not reach their nose.
4. Fecal droppings are ¾" long and many are "potato" shaped.
5. Prefer to live down low - in burrows in the ground, basements, or crawlspaces.

v. Roof Rats

1. Are ½ to 1 lb in size.
2. Have a thin tail that can reach their nose.
3. They look like an eastern grey squirrel without the fluffy tail.
4. Fecal droppings are ½" long and many are "banana" shaped being slightly curved with pointed ends.
5. Prefer to live up high - in tree nests or attics.

- c. **Create a management plan** – A typical rodent management plan will include **sanitation, exclusion, trapping, and baiting**. Depending on local laws and management preferences, these may be all done in-house, by a hired pest control vendor, or a combination of both. In many cases the pest control vendor may do the exclusion work, trapping, and baiting, but is not responsible for sanitation. It will take teamwork and communication to make sure all required items are completed.

i. **Sanitation – Often referred to as the most important item for rodent control.**

Rodents have a high requirement for food. If you can remove food sources, you make their lives difficult. They reproduce slower, are more likely to go to traps/bait, and you attract fewer new rodents to your property. Exterior trash cans should be emptied at the end of each day. There should be no food outdoors (trash on ground, bird feeders, pet bowls, etc.). Dumpsters should have a closed lid, not be leaking, no openings near the bottom, and no bags piled up outside the dumpster.

ii. **Exclusion** – This is a close second to sanitation in importance. Exclusion to a single unit does not work.... This must be done to the entire structure to be successful. If there are no rodent entry points to a structure, it will be very difficult for rodents to get inside.

Gaps 1/4" or larger need to be sealed. Common entry points are:

1. **Around utility/HVAC lines**
2. **Soffits**
3. **Builder's gaps between fascia and roof decking**
4. **Where two roof lines come together**
5. **Roof vents**
6. **Under the bottom row of siding**
7. **Corner caps on siding**
8. **Bottom of doors**
9. **Brick weep holes**
10. **Crawlspace doors and vents**
11. **Subfloor penetrations inside crawlspaces or basements**

Note: To avoid fire hazards, only use approved rodent-proof vent covers on furnace or dryer vents. Weep holes should only be sealed with materials that allow water to properly escape.

iii. **Trapping** – If rodents still get inside trapping is needed. Most traps are "snap trap" style traps that kill rodents. Traps will need to be checked at least once weekly to remove

dead rodents to prevent an unpleasant smell. Most traps are not pet or child resistant and need placed out of reach of children and pets.

1. **Snap-traps** – The most commonly used (and most effective) type of traps. There are numerous brands and styles. Most important to remember is that mouse traps are too small to kill rats and rat traps are too big to kill mice. Proper identification is critical.
 2. **Glue boards** – These only work on mice and not rats. These do not kill the rodent and it will still need to be humanely euthanized. Some cities have banned their use due to being inhumane.
 3. **Repeater traps** – These have a holding area where they can catch several rodents. They are more expensive but are good for larger infestations. Some models hold the live rodents and some kill the rodent.
 4. **Live single-catch traps** – These are used commonly for wildlife (including squirrels) but are not commonly used for rats and mice. Rats and mice are more hesitant to enter these traps, but they can work if live trapping is required.
 5. **Rodent boxes** – Commercially available or homemade trap boxes may be used in areas where children or pets need protected. These allow the rodents to enter but keep children and pets out. Many commercially available “rodent bait boxes” can also be used with traps if preferred over rodenticide bait.
- iv. **Rodenticide Baiting** – Rodenticides should be avoided indoors whenever possible to prevent unpleasant odors from dead carcasses. Dead rats have a very potent smell. Dead mice will have a minimal smell, but if rats are unexpectedly in the area too, it is possible to have a horrible smell from a hidden rat carcass.

Most commonly, rodenticides are used to reduce the rodent population around the exterior of the structures. Pet/child resistant bait stations are placed in conducive areas (roughly every 50 to 100 feet) along the exterior. The rodents eat the bait and die within 7 days. In recent years concern has increased about secondary poisoning to wildlife that eat the dying rodents. Some cities and states have banned their use. Rodenticides are often the cheapest and easiest form of rodent control so they remain popular. Rodenticides should be used with care and not used if other methods are feasible.

- d. **Implement your plan** – This is the easy part once you have a plan in place. The biggest mistake that occurs here is not following the plan. If using outside vendors, be sure they use methods that you have agreed upon.
- e. **Monitor** – Following up and monitoring results is critical. Follow-up visits should occur no longer than every 7 days until a unit is cleared. For severe infestations, you may need to reinspect every 1-3 days to quickly reduce the population. Be sure to inspect adjacent units, plus attic and crawlspace areas in the unit.
- i. Repeat infestations in the same unit within several months are most likely a sign of a missed entry point.
 1. House mice may hitch-hike inside boxes, but other species are coming from outside.
 2. Verify good sanitation practices are in place. If so, most rodents will not be able to breed indoors without access to the outdoors.
 3. Check all exclusion work done previously to see if anything was gnawed open.
 4. Are all soffits firmly attached?
 5. Sewer pipes may also have openings allowing entry. This is common in old cast iron pipes and even newer units that have been remodeled where a pipe is left open in a wall. Plumbers can do smoke tests to sewer lines to identify openings.
 6. Inspect adjoining units, crawlspace, and attics. The entry point may actually be somewhere else in the structure.

- f. **Evaluate & Escalate** – This is the most critical step in APM. By regularly reviewing service records you can identify problem units and treatment failures early. Then service to these units can be escalated as needed. It is the joint responsibility of the property management team and the pest control company to review service records and escalate as needed.

4. Tenant Education

The landlord and pest control company should also work together to provide educational materials for all tenants to educate them about the signs of rodent infestations. You should also include recommendations for proper sanitation in the unit, how to properly dispose of trash at the property, and how to report any issues with sanitation, exclusion, or signs of rodents they observe at the property.

5. Managing Outside Vendors

Below are several key points to help manage outside pest management vendors.

a. Contracts and Agreements

- i. Review agreements closely. Look closely at:
 - 1. Terms & conditions
 - 2. Excluded pests (are rats, mice, squirrels, or other wildlife an extra charge?)
 - 3. What methods of rodent control are included? Do they include trapping and exclusion or only install exterior rodent bait boxes?
 - 4. Guarantees (are there free-service calls and follow ups? For how long?)
 - 5. If rodent feces and urine is present, who is responsible for cleaning it up?
- ii. **Note that often the lowest bid prices have numerous exclusions and may end up providing subpar service and/or costing you more.** “All-inclusive” services typically cost more initially. However, it isn’t uncommon for low-bid contracts to double in price once you count add-on charges.
- iii. Exclusion work often costs thousands of dollars but is a long-term solution if done correctly. Baiting and trapping are short-term fixes.
- iv. Exclusion work prices can also vary greatly depending on materials used.
 - 1. The vendor may use cheaper materials (hardware cloth) or custom-cut, color-matched sheet metal for a better appearance.
 - 2. Custom cut & color-matched materials may be 10x the price.
 - 3. Either will be effective if installed correctly. Choose what best suits the aesthetics of your property.
- v. You may consider writing your own “Scope of Service” when soliciting bids for pest control and request a price for potential vendors to service according to your scope of service.

b. Review Service Tickets and Treatment Logs

i. Treatment Logs

- 1. Have a treatment logbook on site.
- 2. This allows residents (and staff) to write service requests for the technician.
- 3. The technician should review the log at the beginning of each visit and address all listed concerns.
- 4. The tech will then list what was done, if a follow up is needed, sanitation conditions in unit, and any special notes.
- 5. Property management should then review to ensure problems are being resolved. Look for trends such as units with constant problems that are not being resolved. There may be notes on maintenance issues (i.e. entry points) or uncooperative tenants that property management needs to address.
- 6. If a unit is marked resolved, but the same issue occurs a short time later, was it ever truly resolved?
- 7. Were adjoining units inspected to ensure they do not also have an issue?

ii. Service Tickets

1. In most states pest control vendors are required to supply “pesticide treatment records” to you.
2. This will list time on site, what products were used, how much, what rate, where applied, and any special notes you may need to address (i.e. access denied).
3. Time on site is a key indicator. Records showing units are being serviced in a short period are a major red-flag.
4. Technicians should also write recommendations on service tickets for the property management to review. (i.e. – “Gaps in soffit on building M. Recommend exclusion work, please call for a price.”)

6. Model Assessment-Based Pest Management Plan

See the following pages for two sample management plans your pest control vendor may use:

- 1. Sample Rat Management Plan**
- 2. Sample Mice Management Plan**

Sample Rat Management Plan

7. Identification

- a. There are two main rat species that we encounter.
- b. **Norway rats** are “New York City” rats. They can be 1-2 lbs. They are the same overall length as roof rats, but stockier. Their tail will not reach their nose. Fecal droppings are $\frac{3}{4}$ ” long and many are “potato” shaped.
- c. **Roof Rats** are $\frac{1}{2}$ to 1 lb in size with a tail that can reach their nose. They look like a squirrel without the fluffy tail. Fecal droppings are $\frac{1}{2}$ ” long and many are “banana” shaped being slightly curved with pointed ends.



Courtesy of the National Pest Management Association/Tom Myers

Norway Rat

8. Biology and Behavior

- a. These rodents do not hold their urine and feces. They constantly urinate and defecate as they move about. This can be used to identify areas of high rodent activity. These are great places to place traps later.
- b. If a rodent can squeeze its skull through an opening, it can fit the rest of its body through also.
- c. The most common rat entry points are through sewer lines, openings in the soffits, or other gaps greater than $\frac{1}{4}$ ” in the structure.
- d. Rats are not curious like mice, they are more indifferent or cautious of new things.
- e. Rats will prefer to stick with known food sources.
- f. Rats will travel up to 450 feet for food, but mice only travel 30 feet.
- g. Roof rats prefer being off the ground. They build nests in trees and tend to enter buildings up high.
- h. Norway rats prefer to be down low and build nests in burrows under slabs or plant roots.
- i. However, in some cases, Norway rats can make nests in trees and Roof rats can make burrows.



Roof Rat

9. Rodent Management Plan

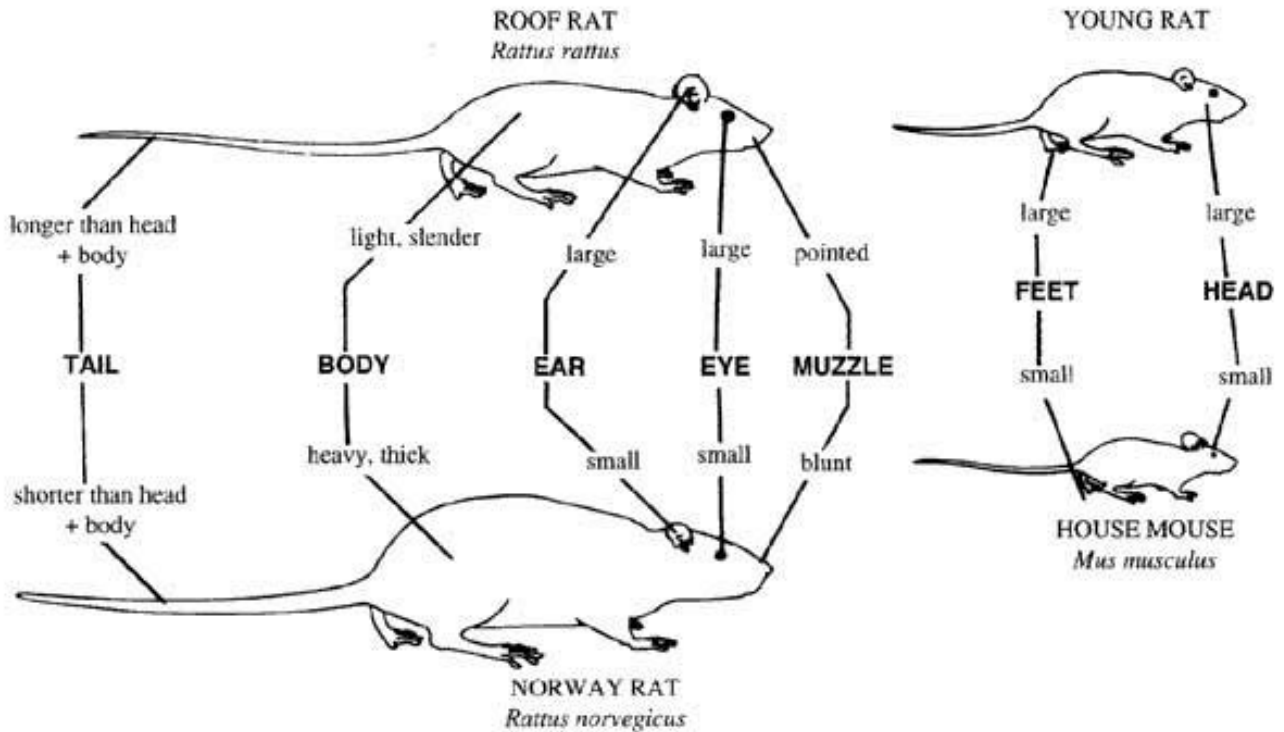
There are 4 main components to a complete rodent management plan.

1. **Exclusion**
2. **Sanitation**
3. **Interior Trapping**
4. **Exterior Preventative Baiting**

10. Inspection

- a. Interview customer
 - i. Ask where they are seeing areas of high activity.
 - ii. Ask if there was any recent remodeling, re-roofing, or changes that could allow rodent entry.
- b. Interior Inspection
 - i. **Wear your Personal Protective Equipment (PPE)!!**
 - ii. Dust containing rodent urine and feces can transmit diseases. Wear a properly fitted respirator when in attics or crawlspaces.

- iii. A crawl suit will also protect you from fleas, sharp objects, sewage leaks, and keep you clean.
- iv. Look for droppings and evidence of rodent feeding/gnawing.



- v. Rat droppings will be $\frac{1}{2}$ ' to $\frac{3}{4}$ " and **will not** have a white cap on one end like frog or skink droppings. Rat droppings may also contain hairs.
- vi. Inspect the attic. Roof rats typically enter here first. Inspect anywhere you see light. Check gable vents, ridge vents, soffits, etc.
- vii. Inspect AC ducts for holes.
- viii. Sewer pipes (especially older cast iron) can be a hidden entry point. Especially if no other entry points are seen, check around sewer pipes in basement and attic for signs of activity.
- ix. Norway rats are also good at burrowing under slabs and foundations. Gaps in the slab or foundation will allow entry. Check basements closely.
- x. Look for gnaw marks. Mice teeth marks are about 2mm wide and tend to be short surface gnawing. Rats have 4mm wide teeth marks and tend to take long $\frac{1}{8}$ " to $\frac{1}{4}$ " deep bites.
- c. Exterior Inspection
 - i. Inspect the perimeter closely for openings $\frac{1}{4}$ " or greater. Check around pipes, soffits, where roof lines come together, etc.
 - ii. Inspect the ground around the structure for Norway Rat burrows. Look for rodent burrows under the building, patios, sidewalks, under shrubs, or under debris.
 - iii. Check that sewer vent stacks have $\frac{1}{4}$ " hardware cloth or equivalent sealing them off.
 - iv. Look for rodent attractants like bird feeders, garbage, outdoor pet food bowls, etc.
 - v. AC pipe chases are common entry points.
 - vi. Inspect for harborages such as firewood or construction debris piled near the structure.
 - vii. Trees should be cut back 10 feet from the structure.
 - viii. Inspect garage door seals especially in the corners for gnawing.
 - ix. Look down low for rodent entries also. Overflows from hot water tank pans are often unsealed and at ground level.

11. Exclusion

Exclusion is the most important for long-term control.

- a. Trapping and baiting alone will not control rodents if there are plenty of food and harborage areas available. Exclusion is needed.
- b. Exclusion takes time to do it right.
- c. For larger gaps need to be sealed with **metal sheeting, hardware cloth with $\frac{1}{4}$ " or smaller openings, or AAC Sealant**. Metal sheeting is preferred.
- d. Likewise, ensure metal sheeting does not trap or divert water inside the structure.

- e. In areas that need drainage (such as weep holes) or air circulation (crawl space vents) instead of sheet metal you should use hardware cloth or **Xcluder** material that allows air and water flow.
- f. Pay special attention along the ground level. Look behind siding, under door gaps, along HVAC lines, utility entry points etc.
- g. Up high, ensure soffits are properly attached without gaps and look closely where roof lines come together. Often in those areas soffits and/flashing were not attached correctly.
- h. Some homes have a “builder’s gap” between the roof decking and fascia board that needs to be sealed with sheet metal.
- i. Crawl space vents and entry points need to be sealed with pest-proof doors and vents that allow airflow but keep pests out.
- j. Subfloor penetrations in the crawl space should also be excluded to prevent any rodents that do make it into the crawl space from entering the structure.
- k. Basements often have gaps around plumbing and utility lines that should be properly excluded. If underground, these can be sealed from the inside, but sealing from the exterior is preferred when possible.
- l. **The end appearance of the customer’s home is the most important. Be sure all work is clean and well done.**

12. Interior Trapping

- a. Note: Baiting indoors for rats will result in an odor from dead rats that can last weeks. In most cases the rat will die in an inaccessible area.
- b. Glueboards do not work well for rats either. They can pull themselves off and then are more cautious of all traps. Glueboards can be helpful if set below holes in insulation to monitor for activity (falling insulation).
- c. Set traps first week and seal the structure as soon as possible. The exclusion time may vary depending on the Exclusion Team’s schedule.
- d. For rats, use a minimum of 6 to 12 traps. For larger populations, the more traps you use, the less trips you will make.
- e. Use **Victor M326 wood rat traps** or **T-Rex plastic rat traps**. If they are scared of a wood trap, they may still go to a plastic trap and vice versa.
- f. Use a mix of baits. Be sure to use a **protein**, a **grain**, a **fruit**, and a **chocolate**. (i.e. Slim Jim, granola bar, dried apricots, Snickers Bar, etc).
- g. If you identify their current food source, use that as bait on traps also. Rodents prefer to stick with the same food source and do not like to change.
- h. **Re-use your traps. Rats don’t care if it is “dirty”. The smell of other rats will actually attract trap-shy rats.**
- i. Do not place traps in living areas of homes unless they are secured in rodent boxes or where children and pets cannot reach.
- j. Place traps in areas of high activity you found during your inspection. Typically, rodents run along walls, on pipes, and along other hard edges.

13. Exterior Baiting

- a. Exterior bait stations can be used to reduce populations of rats (and mice) around the structure.
- b. Stations must be secured to the ground or contain a weight make them child and pet resistant.
- c. Full size **Protecta Evo Express Rodent stations** are the easiest to use and contain a weight so securing them is not necessary.
- d. For most homes, place one rodent bait station on each of the four sides of the home in conducive areas. These are areas like near garbage, behind bushes, etc.
- e. For larger homes or other large structures, stations should be placed approximately every 50-100 feet around the perimeter.
- f. Placing stations in areas of likely rodent activity is more important than exact spacing.
- g. Bait stations can also be placed in other areas that are potential food, water, or harborage sources. However, bait labels require this to be within 100 feet of a structure.
- h. Use **Final Blox** in stations.
- i. For low activity, place two blocks in each station. For moderate to severe activity, 8 to 16 **Final Blox** can be placed in each station.
- j. **Follow all label directions on the bait.**

14. Set a follow up

- a. For trapping, you must check traps weekly.
- b. If you have traps and bait stations, check the bait stations every time you are property to ensure adequate supply of bait.
- c. For baiting only accounts, check stations monthly if activity is high or quarterly for routine maintenance.

Remember to educate the customer. Remind them that:

- a. **Sanitation is a key component to achieve long-term control.**
- b. **They should contact us if they are hearing any sound or noises (scurrying, gnawing, etc.)**
- c. **Bird feeders should not be used during an active rodent problem.**
- d. **Food cannot be left out continuously (including pet food).**
- e. **Garbage should be kept in tight sealing garbage cans.**
- f. **We must eliminate competing food sources to successfully trap.**
- g. **Fruit from trees that falls on the ground should be picked up daily.**
- h. **Yard should be debris free.**
- i. **Grass and foliage should be kept trimmed.**

15. Follow-up Service

- a. Interview the customer to see if there is still any activity. If so, find out where, how much, and if there has been any decline in activity.
- b. Refer to the contract notes to verify how many trips are included in the service. Jobs may be for a set number of trips or as many that are needed to clear the property.
- c. Collect all traps from when there is no more activity.
- d. If activity continues, there are missed entry points and/or inside food sources. Inspect the structure again to find the hidden source of the infestation.
- e. Also, if activity continues:
 - i. For Trapping
 1. Check all traps placed on the first visit to help identify "hotspots".
 2. Rebait and reset traps as needed.
 3. Add more traps to areas where you are successfully catching rats.
 4. Try changing baits or trap locations if traps are not working.
 - ii. For baiting
 1. Replace all moldy or consumed bait. Dispose of old bait as per label directions.
 2. If bait is completely consumed, either increase the amount of bait in the station, add more stations, or check stations more often.
 3. If activity persists but baits are not being eaten, discuss with your Service Manager about trying a different bait.
- f. **If activity still persists, contact your Service Manager for other possible options.**

Sample Mice Management Plan

1. Identification

a. House Mice

- i. 2.5" to 4" long.
- ii. 0.5 to 1oz in weight.
- iii. Brown or grey fur. Belly either matches or is beige (not white) color.
- iv. Tail has short brown fur matching its body color.
- v. Eyes and ears larger than field mice.
- vi. Droppings are about ¼" long, some are pointed at one end, and are typically black in color.



b. Field Mice

- i. 2.5" to 4" long
- ii. 0.5 to 1oz in weight
- iii. Reddish brown to dark brown color.
- iv. Smaller eyes and ears than house mice.
- v. No hair on tail.
- vi. Cream to white colored underside.
- vii. Sometimes called voles, which are a different species. Voles are similar but stockier.
- viii. Droppings are about ¼" long, some are pointed at one end, and are typically black in color.



c. Deer Mice and White-Footed Mice

- i. 2.5" to 4" long
- ii. 0.5 to 1oz in weight
- iii. Brown with white underside and legs
- iv. Tail is bicolored, dark on the top and white on bottom.
- v. Look and behave similar but are technically different species.
- vi. Several dozen sub-species are known collectively as deer mice so there may be slight variations in appearance.
- vii. Droppings are about ¼" long, some are pointed at one end, and are typically black in color.



2. Biology and Behavior

- a. All species can harbor diseases such as leptospirosis, salmonella, and numerous viruses. They are considered a public health pest. Hanta virus is very rare on the East coast but does occur more frequently in Western states.
- b. Mice are "thigmophilic" meaning they love tight places and prefer to run where they can feel the wall.
- c. Use pheromones in their urine and feces to mark areas and send signals to other rodents. Large infestations will result in a lot of pheromone present that will attract new mice for years to come.
- d. Can be neophobic or indifferent to traps and baits. They prefer known food sources that are proven safe.
- e. House Mice
 - i. Most common rodent infesting homes in the world.
 - ii. Well adapted to live in urban and suburban areas.
 - iii. Prefer seeds and grain based foods, but eat a variety of available foods.
 - iv. Very smart and can learn to avoid traps.
 - v. Only travel 15-30 feet from nest if they have an established food source nearby.
 - vi. Great hitchhikers and can arrive in a structure in transported items.
- f. Field Mice
 - i. Eat a variety of items commonly found outdoors such as young plants, seeds, fruits, vegetables, berries, insects, worms, etc.
 - ii. Typically do not infest homes, but may wander inside or be carried in on items such as firewood.
 - iii. Crawlspace, garages, and basements are most commonly the first places they enter.
- g. Deer Mice & White Footed-Mice
 - i. Deer mice prefer forest or agricultural areas. They are not as common in urban or suburban areas.
 - ii. White-footed mice do not like urban areas, but they do well in suburban or semi-rural areas.
 - iii. They both may nest indoors in areas where they are common.

3. Inspection

- a. **Wear your Personal Protective Equipment (PPE)!!**
 - i. Dust containing rodent urine and feces can transmit diseases. Wear a properly fitted respirator when in attics or crawlspaces.
 - ii. A crawl suit will also protect you from fleas, sharp objects, sewage leaks, and keep you clean.
- b. Interview customer to identify areas of high activity.
 - i. Also try to identify the source of infestation to help prevent re-introductions.
 - ii. Do they appear to be coming from outside or being transported inside on items the customer brings into the home?
- c. Interior Inspection
 - i. Interior infestations can be anywhere from the attic, living space, to crawlspaces of homes. If they have an attic, basement, or crawlspace, these must be inspected too.
 - ii. In a crawlspace, there are often gaps where plumbing or electric lines penetrate the sub-floor that are large enough for mice to enter the home.
 - iii. Mice will typically live within 30 feet of food sources. Pay special attention to kitchens, pantries, pet food, and other food storage areas of the home.
 - iv. Look for signs of urine, droppings, and gnawing. You are more likely to see these signs than the mice themselves.
 - v. Mouse teeth marks are about 2mm wide and tend to be short surface gnawing. Rats have 4mm wide teeth marks and tend to take long 1/8" to 1/4" deep bites.
 - vi. Nest locations are often in warm out of the way areas. Wall voids, stored boxes, voids in equipment, etc. all make great nest locations.
- d. Exterior Inspection
 - i. The yard should be mowed, shrubs trimmed at least 12-inches from the home, and trees trimmed at least 3-5 feet from the home to make the area less attractive to mice.
 - ii. Mice can enter gaps as small as 1/4".
 - iii. Pay special attention to the ground level entry points such as gaps under doors, behind/under siding, **siding corner caps**, around plumbing penetrations, or other utilities.
 - iv. Inspect adjoining slabs for settling and rebar that may be pulling away and cracking the foundation.
 - v. Crawlspace doors should seal tightly. If not, a replacement door is the best option. For this, the customer will be referred out to a contractor, but make sure we have done all the other rodent proofing. We can do not use this as an excuse not to do the rest of the work.
 - vi. On brick structures, check for open weep holes along the bottom course of brick.

- vii. Mice prefer difficult to reach areas. Check closely under low decks the best you can. If inaccessible, be sure to check closely on the other side of the foundation wall if this is crawlspace or basement construction.
- viii. Up high, inspect soffits, vents, and where roof lines come together for gaps or loose building materials. Look for a “builder’s gap” between the fascia and roof decking.

4. Initial Treatment

a. Exclusion

- i. Exclusion is the most important treatment for long term control.
- ii. **Baiting and trapping alone will not control rodents if there are plenty of food and harborage areas available. Exclusion and sanitation are needed.**
- iii. If the structure is properly sealed, rodents cannot enter in the first place.
- iv. Proper exclusion also cuts-off rodents living in the structure from any outdoor food sources making trapping easier and faster.
- v. Seal all entry points greater than ¼” using copper mesh, Excluder, and/or hardware cloth. This may need to be attached with Sheet metal screws or sealant to keep rodents from pulling out mesh.
- vi. **Do not use spray foam!** Rodents will easily chew through the foam, it makes a mess, and on an exterior it can divert water and cause leaks into the structure.
- vii. Do not use water-tight materials on weep holes. They need to drain water.
- viii. Seal off accessible vents commercially available vent covers or hardware cloth.
- ix. **DO NOT seal off dryer, furnace or, water heater vents.** This creates a fire hazard and/or gas exhaust issues. If needed, the customer needs to have vent replaced with a new code-compliant dryer vent that includes a rodent-proof cover.
- x. For crawlspaces and basements seal all gaps, loose mortar joints, rebar gaps, etc. Pay close attention in areas of heavy foliage or under low decks. It may be easier to seal from the inside if needed.
- xi. Seal any plumbing or other penetrations where they exit the foundation in crawlspaces and basements.
- xii. **Check under siding and corner caps. These often have gaps that need to be excluded.**
- xiii. Inspect closely where two roof lines come together. It is difficult for roofers to properly seal area underneath. Plus, rodents can stand on lower part and gnaw through above roof line.
- xiv. Inspect all soffit and soffit vents for holes.
- xv. If soffits need extensive sealing (gaps larger than 3-inches) you can recommend that a professional replace soffits.
- xvi. Some homes have a “builder’s gap” between the roof decking and fascia board that needs to be sealed with sheet metal by a roofing contractor.
- xvii. Seal open HVAC pipe chases with copper mesh or sealant.



Dryer Vent – Do not seal

b. Interior Trapping

- i. For mice inside the structure trapping will be needed. This is preferred over interior baiting.
- ii. Educate the customer on proper sanitation to reduce competing food sources.
- iii. Rat traps do not kill mice and mouse traps do not kill rats. Be sure to use the proper traps.
- iv. For mice, make sure traps are no more than 15 feet apart in areas of activity.
- v. For mice you should use a minimum of 5 mouse traps and no more than 15 mouse traps.
- vi. Use more for large structures or moderate to severe infestations.
- vii. **Victor mouse traps or Mini T-Rex mouse traps** should be used.
- viii. Place traps in areas of high activity you found during your inspection, but only in areas inaccessible to children and pets. Typically, rodents run along walls, on pipes, and along other hard edges.
 1. For house mice, this will typically be in the kitchen, pantry, pet food, or garbage areas. Place traps and baits out of the reach of pets in areas that include under the stove, under the dishwasher, or behind plumbing access panels. Place traps in a 4-6 foot grid in these areas.
 2. Areas with the most Droppings will indicate best trap locations.

3. For other mice species, areas of activity will typically be in an attic or on the sill plate in a crawlspace or basement.
- ix. Traps should be placed perpendicular to walls so the mice running along the wall will run onto the trigger even if they do not stop for the food.
- x. Placing two or more traps an inch apart along the wall will help catch mice that try to jump the first trap.
- xi. Rubbing the traps with mouse droppings or food (paper towel with bacon grease) will also increase acceptance.
- xii. Re-use your traps. Rodents don't care if it is "dirty". The smell of other mice will actually attract more mice to your trap.
- xiii. For bait us Nutella, chocolate syrup, and/or whatever they are eating currently.
- xiv. If the above doesn't work try using a mix of baits. Such as a protein, a grain, a fruit, or other chocolates. (i.e. Slim Jim, granola bar, dried apricots, Snickers Bar, etc).
- xv. Nesting material can also work great too as a bait (string or cotton ball with a drop of vanilla extract on it).
- xvi. Do not place traps in living areas of homes unless they are secured in rodent boxes or where children and pets cannot reach.
- xvii. In basements, be sure to place traps in the four corners of the sill plates. Deer mice are arboreal and tend to run up high.
- xviii. **Catchmaster 48R glue boards** may also be used in areas inaccessible to children and pets.
- xix. Check traps twice a week for two weeks or until the issue is resolved.
- xx. Re-arrange traps as needed as you determine the areas of high activity.
- xxi. Always collect traps when there is no more activity. This prevents accidents with people and pets. The traps can also be reused on future accounts.
- xxii. **NOTE: Traps and glue boards must always be where customers and their pets cannot accidentally contact them.**
- c. Interior Baiting
 - i. Interior baiting can be done, but with caution.
 - ii. Mice have a slight odor when they die indoors, but if rats eat the bait and die indoors there will be a horrible smell for weeks.
 - iii. Look for entry points and runways in basements, crawl spaces, and attics. Place bait near these areas.
- d. Exterior Baiting
 - i. Exterior bait stations can be used to reduce populations of mice around the structure.
 - ii. Stations must be secured to the ground or contain a weight make them child and pet resistant.
 - iii. Use full size **Protecta Evo Express Rodent Stations**. These contain a weight so securing them is not necessary.
 - iv. For mice, stations should be placed roughly every 50 feet around the perimeter.
 - v. Placing stations in areas of likely rodent activity is more important than exact spacing.
 - vi. Bait stations can also be placed in other areas of the landscape that are potential food, water, or harborage sources. However, bait labels require this to be within 100 feet of a structure.
 - vii. Use **Final Blox** in stations.
 - viii. For low to moderate suspected activity, place two bait blocks in each station. Up to 8 bait blocks can be placed in each station for areas of high activity.
 - ix. **Follow all label directions on the bait you are using.**
- e. Set follow up inspections on schedule.

Remember to educate the customer. Remind them that:

1. **Exclusion is the most important step for rodent control.**
2. **Eliminating competing food sources (sanitation) is the second most important.**
3. **Keeping the lawn and landscape maintained will keep a buffer zone around the home to reduce future infestations.**
4. **If they have any questions or concerns, it is better to call us, we will come out ASAP.**

5. Follow-up Services

- a. Check traps, baits, and stations during regularly scheduled pest control visits.
- b. Interview the customer to see if there is still any activity. If so, find out where, how much, and if there has been any decline in activity.
- c. For trapping
 - i. Check and reset traps as needed.
 - ii. Reinspect areas for signs of activity. Move traps, or add additional traps, based on your inspection.
 - iii. If activity continues but you are not catching mice try changing the bait you use on your traps. The best bait is always what they are familiar with. Try using what they are currently eating in the home.
 - iv. Remember to reuse traps. Traps that smell like mice work much better.
- d. For baiting
 - i. Replace all moldy or consumed bait. Dispose of old bait as per label directions.
 - ii. If bait is completely consumed, either increase the amount of bait in the station, add more stations, or check stations more often.
 - iii. If activity persists but baits are not being eaten, discuss using a different bait with your Service Manager.
 - iv. If infestation is ongoing, there are missed entry points and/or inside food sources. Inspect the structure again to find the hidden source of the infestation.
- e. **If activity still persists, contact your Service Manager for other possible options.**

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

NATHANIEL JOHNSON, et al.,
individually and on behalf of those
similarly situated,

Plaintiffs,

v.

STONEGATE MEADOWS
APARTMENTS, LLC, et al.,

Defendants.

Case No.: 2316-cv09588

**DECLARATION OF COUNSEL IN SUPPORT OF PLAINTIFFS' MOTION FOR
AWARD OF ATTORNEYS' FEES, COSTS AND CLASS REPRESENTATIVE
INCENTIVE AWARDS**

1. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct:

2. I have been extensively involved in the litigation and settlement currently before the Court. Except as otherwise noted, each of the facts set forth herein is true and correct within my personal knowledge, and if called and sworn as a witness, I would competently testify thereto.

3. This case has been litigated for more than three years. Discovery and motion practice has been extensive, leading to major expenditures by Plaintiffs' counsel. These expenses include, but are not limited to: two mediations; depositions for all nine plaintiffs, and then a second deposition for two of those plaintiffs; three depositions of representatives and employees of Settling Defendants; consultation and employment of multiple experts,

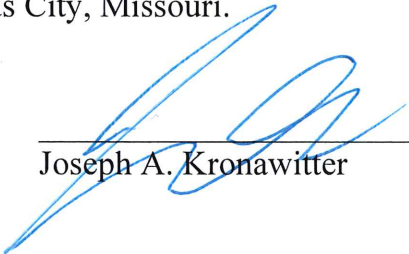
and expert depositions; extensive use of an online document database to manage discovery; Westlaw legal research and the subpoenas and production of documents from numerous third-parties.

4. After lengthy arms-length negotiations with the Settling Defendants' counsel, Class Counsel were able to come to agreements with the Settling Defendants that provide: (1) monetary relief for class members who lived on the property during the Settling Defendants' dates of property management/ownership, and (2) injunctive relief for class members who still live on the property.

5. The two firms appointed Class Counsel have incurred costs and expenses for retained experts, consulting experts, Westlaw research, online document repository/management, witness subpoena fees, deposition travel expenses, deposition and videographer costs and other litigation related costs. The costs incurred by my firm total \$19,533.12. Our co-counsel, Heartland Center for Jobs and Freedom, Inc., reports they have incurred filing fee and service of process fees, additional research fees and expert witness costs, and fees for document productions from subpoenaed third-parties totaling \$23,966.11.

I declare that to the best of my knowledge that the foregoing is true and correct.

Executed this 29th day of June, 2026 in Kansas City, Missouri.



Joseph A. Kronawitter