

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF OLMSTED

THIRD JUDICIAL DISTRICT
Case Type: Class Action

Jacquen Pegram, Camile Smisek, and Linda
Medes, on their own behalf and on behalf of a
class of all others similarly situated,

Court File No. 55-cv-23-8624

Plaintiffs,

v.

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Sun Communities, Inc., d/b/a Southern
Hills/Northridge Place Community,

Defendant.

This Stipulation of Class Action Settlement, dated April 14, 2025 (the “Stipulation”), is made and entered into by and between: (i) Lead Plaintiffs Jacquen Pegram, Camile Smisek, and Linda Medes, on behalf of themselves and each Class Member,¹ by and through their counsel of record in the Litigation; and (ii) Defendant Sun Communities, Inc. d/b/a Southern Hills/Northridge Place Community (“Defendant”), by and through its counsel of record in the Litigation (the “Settling Parties”). The Stipulation is intended to fully, finally, and forever resolve, discharge, release, settle, and dismiss with prejudice the Litigation and the Released Claims, subject to the approval of the Court and the terms and conditions set forth in this Stipulation.

I. THE LITIGATION

On December 21, 2023, Lead Plaintiffs filed the Litigation against Defendant on behalf of all current and former “community residents” of Southern Hills / Northridge Place who were

¹ Capitalized terms not otherwise defined shall have the meaning ascribed to them in Section 1 below.

allegedly charged “excessive late fees, pet fees and/or delinquency fees” during the preceding six years. Specifically, in their Complaint, Lead Plaintiffs allege that Defendants charged: (i) late fees in excess of eight percent of overdue rent payments in violation of Minn. Stat. § 504B.177(a); (ii) pet fees in excess of \$4 per pet per month in violation of Minn. Stat. § 327C.03, subd. 3; and (iii) delinquency fees in an amount in excess of those permitted by Minn. Stat. § 327C.11, subd. 1. Based on these allegations, Lead Plaintiffs asserted claims against Defendants for (i) violation of Minnesota’s Uniform Deceptive Trade Practices Act (Minn. Stat. §§ 325D.43-48); (ii) violation of Minnesota’s Consumer Fraud Statute (Minn. Stat. § 325.69); and (iii) unjust enrichment.

Since the filing of the Complaint, the Settling Parties have conducted extensive fact discovery, including the production and review of thousands of documents. On February 24, 2025, the Settling Parties attended a full-day mediation conducted by Retired Minnesota Supreme Court Justice James H. Gilbert. The mediation was preceded by the submission of detailed mediation materials by the Settling Parties.

During the mediation, the Settling Parties engaged in good-faith negotiations and, as a result of those efforts, reached an agreement-in-principle to resolve the dispute and executed a Memorandum of Understanding (“MOU”) memorializing their agreement. The MOU included, among other things, the Settling Parties’ agreement to settle the Litigation in return for a cash payment of One Hundred and Seventy Thousand U.S. Dollars (\$170,000) for the benefit of the Class, subject to the negotiation of the terms of this Stipulation and approval by the Court.

This Stipulation, together with the exhibits hereto, reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Settling Parties.

II. DEFENDANT'S DENIALS OF LIABILITY

Throughout this Litigation, Defendant has denied, and continues to deny each and all of the claims and contentions alleged or that could have been alleged by Lead Plaintiffs in the Litigation, as well as any and all allegations of fault, liability, wrongdoing, or damages whatsoever, including the alleged excessive pet and late fees charged to Defendant's residents. Defendant maintains that it has meritorious defenses to the claims alleged in the Litigation.

As set forth below, neither the Settlement itself nor any of the terms of this Stipulation shall be construed or deemed to be evidence of or constitute an admission, concession, or finding of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendant has, or could have, asserted in the Litigation. Defendant is entering into this Stipulation solely to eliminate the expense, distraction and inherent uncertainty of litigation.

III. LEAD PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT

Lead Plaintiffs and Lead Plaintiffs' Counsel believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims asserted therein. However, Lead Plaintiffs and Lead Plaintiffs' Counsel recognize and acknowledge the risks, expense and length of continued proceedings necessary to prosecute the Litigation through class certification, summary judgment, trial and appeals. Lead Plaintiffs and Lead Plaintiffs' Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in this Litigation. Lead Plaintiffs and Lead Plaintiffs' Counsel also are mindful of the inherent problems of proof under and possible defenses to the statutory claims asserted in the Litigation. Lead Plaintiffs and Lead Plaintiffs' Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits upon the Class. Based on their own investigation and evaluation, Lead

Plaintiffs and Lead Plaintiffs' Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of Lead Plaintiffs and the Class.

IV. TERMS OF THE STIPULATION OF CLASS ACTION SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Lead Plaintiffs (on behalf of themselves and the Class Members) and Defendant, by and through their respective counsel that, subject to the approval of the Court pursuant to Rule 23.05 of the Minnesota Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

As used in this Stipulation the following terms, when capitalized, have the meanings specified below:

1.1 "Class" shall mean all current and former Southern Hills/Northridge Place Community residents who were charged excessive late fees, pet fees, and/or delinquency fees for the period beginning six years prior to the commencement of the Litigation and ending on the February 24, 2025. Excluded from the Class are: Defendant, the officer and directors of Defendant at all relevant times, members of the immediate families, and their legal representatives, heirs, agents, affiliates, successors or assigns, Defendant's counsel, Defendant's liability insurance carriers, and any affiliates or subsidiaries thereof, and any entity in which Defendant has or had a controlling interest. Also excluded from the Class is any governmental entity, court personnel and any person who would otherwise be a Member of the Class but who validly and timely requested exclusion in accordance with the requirements set forth by the Court in connection with the Stipulation.

1.2 “Class Member” or “Member of the Class” means a person who falls within the definition of the Class as set forth in Paragraph 1.1 above.

1.3 “Complaint” means the complaint filed on December 21, 2023 by Lead Plaintiffs in the Litigation.

1.4 “Court” means Olmsted County District Court, Third Judicial District, District of Minnesota.

1.5 “Defendant” mean Sun Communities, Inc.

1.6 “Defendant’s Counsel” means Taft Stettinius & Hollister LLP.

1.7 “Effective Date” means the date after when the Court enters a final order and judgment and the time to appeal the final order and judgment expires without appeal, or any appeal is dismissed, or the final order and judgment is affirmed and not subject to review by any court.

1.8 “Litigation” means the action filed on December 21, 2023 and styled *Jacquen Pegram, Camile Smisek and Linda Medes v. Sun Communities, Inc. d/b/a Southern Hills/Northridge Place Community*, in the Third Judicial District Court, Olmsted County, Court File No. 55-CV-23-8624.

1.9 “Lead Plaintiffs” means Jacquen Pegram, Camile Smisek and Linda Medes.

1.10 “Lead Plaintiffs’ Counsel” or “Class Counsel” means Thomas J. Lyons, Jr., Esq., and Carter B. Lyons of Consumer Justice Center, PA.

1.11 “Parties” means, collectively (and “Party” means, singularly), Lead Plaintiffs, the Class and Defendant.

1.12 “Plan of Allocation” means a plan or formula of allocation of the Settlement Amount whereby the net Settlement funds shall be distributed to Class Members who are not

Settlement Opt-Outs. The Plan of Allocation is not part of this Stipulation and neither Defendants nor their Related Parties shall have any responsibility or liability with respect thereto.

1.13 “Settlement” means the resolution of the Litigation in accordance with the terms and provisions of this Stipulation.

1.14 “Settlement Amount” means One Hundred and Seventy Thousand U.S. Dollars (\$170,000.00) to be paid by check or wire transfer to the trust account of Lead Plaintiffs’ Counsel pursuant to Paragraph 3 of this Stipulation.

2. Class Action Settlement

The recitals set forth in Sections I-III above are incorporated herein by reference and are explicitly made a part of this Stipulation. This Stipulation reflects a compromise between the Parties concerning the interpretation, applicability and construction of various state laws and the terms of certain leases governing Defendant’s manufactured home community.

For purposes of this Stipulation only, the Parties hereby agree that the Litigation may proceed as a class action and hereby stipulate to the conditional certification of the Class. In addition, the Parties further stipulate to the designation of Lead Plaintiffs’ Counsel as Class Counsel for purposes of this Stipulation only.

3. Payment of the Settlement Amount

In consideration for the Settlement and dismissal, with prejudice, of the Litigation and for the releases provided herein, Defendant shall pay, or cause to be paid, the Settlement Amount, to be deposited into a trust account under the control of Lead Plaintiffs’ Counsel on or before March 26, 2025. Defendant agrees and acknowledges that there will be no reversion of any portion of the Settlement Amount, and that any undelivered or uncashed checks will be allocated for cy pres. Lead Plaintiffs and Class Counsel agree and acknowledge that the Settlement Amount shall not be disbursed except as provided in this Stipulation, or by an order of the Court. The Settlement

Amount shall be paid to Class Members (who are not Settlement Opt-Outs) in accordance with the Plan of Allocation within ninety (90) days of the Effective Date.

4. Motion for Preliminary Approval of Proposed Settlement

As a condition of the Settlement, the Parties agree that following the execution of this Stipulation:

- a. Lead Plaintiffs will file a Motion for Preliminary Approval of the Proposed Settlement, requesting a hearing and requesting the Court to enter a Preliminary Approval Order (substantially in the form of **Exhibit 1** hereto):
 - (i) determining that this action may, for settlement purposes only, be maintained as a class action with the Class as defined in Paragraph 1.1 of this Stipulation;
 - (ii) finding that the mailing of a class notice substantially the same as the one described in paragraph 5 below is the only notice required and that such notice satisfies the requirements of due process, applicable state laws, and Rule 23 of the Minnesota Rules of Civil Procedure;
 - (iii) finding preliminarily that this Stipulation is fair, reasonable and adequate to the Class; and
 - (iv) setting a date for the final approval hearing.
- b. Lead Plaintiffs will request the Court to enter a Final Judgment and Order Approving Settlement ("Final Judgment") (substantially in the form of **Exhibit 2** hereto) that grants Final Judicial Approval.

5. Notice to Class Members

In the event that the Court grants the Motion for Preliminary Approval of the Proposed Settlement, Lead Plaintiffs' Counsel shall mail or cause to be mailed, at Lead Plaintiffs' expense, a notice, to the last known addresses of all Class Members with instructions for accessing a long form notice to be provided on a website by the class administrator and which shall comply with Rule 23.03(b) of the Minnesota Rules of Civil Procedure.

6. Motion for Entry of Final Judgment

Lead Plaintiffs shall move the Court to hold a hearing upon and enter a Final Judgment on a date fixed by the Court no less than fifty (50) or more than one hundred twenty (120) days after entry of the Preliminary Approval Order. The Final Judgment shall:

- a. find that the notice previously given to Class members in this action satisfies the requirements of due process and the requirements of applicable state law and Rule 23 of the Minnesota Rules of Civil Procedure;
- b. find that the Stipulation is fair, reasonable and adequate to the Class, find that each member of the Class (except those who have excluded themselves from the Class pursuant to applicable state law) shall be bound by this Stipulation, including the release and covenant not to sue in Paragraph 10 hereof, and conclude that this Stipulation should be and is approved;
- c. dismiss on the merits and with prejudice all claims in the Litigation against Defendant, permanently enjoin each and every Class Member from bringing, joining, or continuing to prosecute against Defendant or any released party any claim that was, could have been, or may be brought in this Litigation or otherwise for which a release and covenant not to sue is being given under Paragraph 10 hereof, order any party violating the Court's injunction to pay the costs and attorneys' fees incurred by any released party as a result of a violation of the Court's injunction, and enter final judgment thereon;
- d. retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Stipulation; and
- e. provide that the judgment of dismissal be entered immediately.

7. Class Representative Awards and Award of Attorneys' Fees and Costs

If the Stipulation is finally approved, Class Counsel will apply to the Court for a collective award of attorneys' fees and litigation expenses as well as class representative awards from the Settlement Amount identified in Paragraph 3 above. Such amounts awarded by the Court, if any, shall not be paid until after the Effective Date. Defendant agrees not to oppose, or cause to be opposed, any of the application amounts. Under no circumstances shall Defendant be liable for the payment of any amount beyond the Settlement Amount enumerated in Paragraph 3 above.

8. Disapproval by Court or Agency

In the event any court disapproves or sets aside this Stipulation or any material part hereof for any reason, or holds that the entry of the Final Judgment or any material part thereof should be overturned or modified in any material way, or in the event the Attorney General of Minnesota or representatives of any state or federal agency or branch evidence opposition to the terms of the Settlement Agreement, then:

- a. if all parties hereto do not agree jointly to appeal or contest such ruling, objection, or opposition, this Stipulation shall become null and void; the Litigation may continue; and the parties shall move jointly that any and all orders entered pursuant to this Stipulation be vacated including without limitation, any order certifying or approving certification of a Class; or
- b. if all parties hereto agree to jointly appeal or contest such ruling, objection or opposition, and if the Final Judgment or its equivalent in all material respects is not in effect after the termination of all proceedings arising out of such appeal, this Stipulation shall become null and void; the Litigation may continue; and the parties shall jointly move that any and all orders entered pursuant to this Stipulation be vacated, including, without limitation, any order certifying or approving certification of the Class.

9. Settlement Opt-Outs

At least ten (10) days prior to the final approval hearing, Class Counsel shall prepare a list of the persons (the “Settlement Opt-Outs”) who, pursuant to the notices described above, have excluded themselves from the Class and shall deliver the list to Defendant’s Counsel. If the Settlement Opt-Outs number in excess of three percent (5%) of the Class, then Defendant may, at any time at least three (3) days prior to the hearing, notify Class Counsel that it believes that the Settlement Opt-Outs is too significant to permit the Stipulation to achieve its purposes. In that event, this Stipulation shall become null and void; the Litigation may continue; and the parties shall jointly move that any and all orders entered pursuant to this Stipulation be vacated, including, without limitation, any order certifying or approving certification of the Class.

10. Final Release and Claim Preclusion

Contemporaneous with Final Judicial Approval, Lead Plaintiffs and each member of the Class who has not requested proper and timely exclusion from the Class, and their respective heirs, executors, administrators, representatives, agents, partners, successors, and assigns will be deemed to have fully released and forever discharged, and shall be enjoined from suing and agrees to refrain from proceeding in any way against the following parties and entities (the “Released Parties”):

- (i) the Defendant;
- (ii) any and all former or present direct and indirect parents, subsidiaries, divisions and affiliates of the Defendant;
- (iii) each former or present officer, director, principal, agent, representative, attorney, employer, employee, owner, or partner of Defendant;
- (iv) any successor to or predecessor of Defendant;
- (v) Defendant’s current and former insurance carriers, indemnifiers, reinsurers, advisors, bankers, consultants, experts, accountants, auditors, and attorneys;
- (vi) any personal representative, estate, heir, beneficiary, administrator, or executor of any of the entities and persons described in (i), (ii), (iii), (iv), or (v) above,

from any and all actions, causes of action, rights or liabilities, known or unknown, contingent or noncontingent arising out of, relating to, or that were or could have been asserted in the Action, existing as of the Effective Date. The foregoing are hereinafter referred to as the “Released Claims.” For the avoidance of doubt, the Released Claims do not include any claims relating to, or arising out of, a breach of this Stipulation.

The Parties agree that this Stipulation covers and will be final and binding upon, and shall inure to the benefit of: (i) all Class Members, except those who request timely and proper exclusion from the Class pursuant to the Minnesota Rules of Civil Procedure and in accordance with the Court’s Order that grants Preliminary Judicial Approval; (ii) any heir, executor, administrator,

representative, assignee, or other party standing in the shoes of any Members of the Class; (iii) Defendant; and (iv) the Released Parties. It is further understood and agreed that the negotiation, execution, and entry of this Stipulation, and the undertakings made by Defendant, are in full and final settlement and compromise of the Litigation and all claims of Lead Plaintiffs and the Class Members for monetary or equitable relief or any other type of relief or damages, including attorneys' fees, costs or expenses which are or were or could have been asserted in the Litigation.

11. Release of Lead Plaintiffs

Defendant agrees to hold harmless and release each of the Lead Plaintiffs from any current or former outstanding balance, liability, arrearage, or judgment against the Lead Plaintiffs that accrued or existed during the time that Defendant owned and operated the Southern Hills / Northridge Place community. Defendant further acknowledges and represents that, for each of the Lead Plaintiffs, it has not, at any time, reported any adverse or negative information or history to any consumer reporting agency or tenant screening agency.

15. Class Notice and Administration

Defendant's obligations and duties under the Settlement of this Litigation are limited solely to the undertakings specifically set forth in this Stipulation. Class Counsel shall prepare and cause the dissemination of the Notices enumerated above in accordance with applicable law and seek payment from the Settlement Amount of all costs and expenses incurred in providing such notice to the members of the Class.

Class Counsel shall likewise be solely responsible for supervising the administration and disbursement of the Settlement Amount referenced in Paragraph 3 above. Neither Defendant nor

the Released Parties shall have any liability, obligation or responsibility whatsoever for the administration or disbursement of the Settlement Amount referenced in Paragraph 3 above.

16. No Admission

The pendency and prosecution of the Litigation, the negotiations between Class Counsel and Defendant's Counsel, and the full and complete release and dismissal, with prejudice, of the Litigation, were the sole factors in Defendant's decision to enter into the Stipulation. Defendant vigorously denies that it committed any violations of law or otherwise acted in an improper manner or that any failure to act was improper and the Defendants are entering into the Stipulation solely because the proposed Settlement would eliminate the risk, burden and expense of further litigation, and would fully and finally resolve all Released Claims.

Lead Plaintiffs and the Class do not concede any lack of merit in their claims, but believe the Settlement is in the best interests of the Class.

17. Stipulation Subject to Final Judicial Approval

This Stipulation is subject to and conditioned upon Final Judicial Approval by the Court. In the event any condition for Final Judicial Approval described herein is not met, or if Final Judicial Approval does not become effective, or in the event that the Court or any court disapproves of the Stipulation or the Settlement of the Litigation for any reason, then, (i) this Stipulation shall become null and void; (ii) the Parties shall be restored to their respective positions prior to the execution of this Stipulation; (iii) no right, claim, obligation, liability, or defense of any of the Parties shall be affected as to such Party by the negotiation or execution of the Stipulation or any related documents; (iv) the Parties hereby agree to jointly move the Court to vacate any and all orders entered pursuant to this Stipulation; (v) the agreed stipulation to certifying the Class is withdrawn; and (vi) the Litigation shall continue.

18. Minnesota Law. This Stipulation, for all purposes, including, but not limited to, its validity, construction and enforceability, shall be governed by the laws of the State of Minnesota.

19. Retention of Jurisdiction. The Court will retain jurisdiction with respect to the enforcement of the terms of the Stipulation, except that Defendant may use the Stipulation as a bar to other litigation in any forum in which litigation is brought or is pending.

20. Entire Agreement. The Parties declare and represent that no threat, and no promise, inducement, or agreement not herein set forth, has been made to any of them, and that this Stipulation, which constitutes the entire agreement between the Parties, shall and does supersede in its entirety any and all prior oral or written agreements or understanding between the parties pertaining to the subject matter of this Stipulation.

21. Jointly Drafted. The Parties agree and confirm that the Stipulation was negotiated and drafted by and between the Parties hereto, through their respective counsel.

22. Counterparts. This Stipulation may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

23. Amendments. This Stipulation may not be amended or modified orally. It may be amended or modified without the consent or approval of any non-signatory by a writing signed by all signatories hereto, any of whom may sign by counsel of record (whose ability to make changes and signature is hereby authorized as between all Parties hereto).

24. Media. Neither Class Counsel, nor any Class Member who appears at or participates in the preliminary or final fairness hearing, or any appeal therefrom, whether in person

or by written or telephonic communication shall comment for publication in any media in any manner which would disparage the business reputation or business practices of Defendant.

25. Notices. Any communications made in connection with this Stipulation shall be deemed to have been made when sent by email, overnight delivery or registered or certified mail (postage prepaid) to Defendants' Counsel and Lead Plaintiffs' Counsel.

26. Electronic Signatures. The parties agree that this Stipulation may be signed electronically. The parties intend to use an electronic signature as the legally binding equivalent of a handwritten signature. The parties consent to submit and accept documents electronically. The parties consent to enter into agreements electronically. The parties may sign electronically by any words, electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. By way of example, typing a name at the bottom of this document is an electronic signature. This provision shall be construed in accordance with the "e-signature" laws of Minnesota.

IN WITNESS THEREOF, the Parties, through their respective counsel, have entered into this Stipulation on the date first above written, and have executed this Stipulation on the date indicated below each respective signatures.

Consumer Justice Center, PA, as attorneys for
Plaintiffs

Jacquelen Pegram, Plaintiff

Date_____

By_____

Thomas J. Lyons, Jr., Esq.

Date_____

Camile Smisek, Plaintiff

Date_____

By_____

Carter B. Lyons, Esq.

Date_____

Linda Medes, Plaintiff by her attorney

Date_____

Sun Communities, Inc. d/b/a Southern
Hills/Northridge Place Community

Taft Stettinius & Hollister LLP, as attorneys
for Defendant

By_____

By_____

Aaron Thomas, Esq.

Date_____

Title:_____

Print

Name:_____

By_____

Addison Morgan, Esq.

Date_____

Date:_____

EXHIBIT 1

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF OLMTED

THIRD JUDICIAL DISTRICT
Case Type: Class Action

Jacquen Pegram, Camile Smisek, and Linda
Medes, on their own behalf and on behalf of a
class of all others similarly situated,

Court File No. 55-cv-23-8624

Plaintiffs,

v.

**ORDER GRANTING PRELIMINARY
APPROVAL OF PROPOSED CLASS
ACTION SETTLEMENT**

Sun Communities, Inc., d/b/a Southern
Hills/Northridge Place Community,

Defendant.

This matter having come before the Court on the Plaintiff's Motion for Preliminary Approval of the Proposed Settlement (the "Motion"), and the Court being fully advised of the parties' positions regarding the proposed settlement, the Court grants the Motion and finds preliminarily that:

1. The mailing of the Class notice described in paragraphs 4 and 5 of the Stipulation of Class Action Settlement, and appended as exhibits to the Motion, satisfy the requirements of due process, applicable state laws and Rule 23 of the Minnesota Rules of Civil Procedure.

2. The Settlement Agreement appears fair, reasonable and adequate for the Class in all other respects.

The Court thereby orders that:

1. This action may, for settlement purposes only, be maintained as a class action with the Class defined as all current and former Southern Hills/Northridge Place Community residents who were charged excessive late fees, pet fees, and/or delinquency fees for the period beginning six years prior to the commencement of the litigation and ending on February 24, 2025.

2. Plaintiff shall mail notice in substantially the same form appended to the Motion no later than May 30, 2025;

3. Any class members who desire to exclude themselves from the action must serve a written request for exclusion upon Class counsel postmarked no later than June 30, 2025;

4. Any class members who wish to object to the settlement must serve on Class counsel written objections, together with all briefs and other papers in support of the objections, upon Class counsel postmarked no later than June 30, 2025;

5. Any class members who wish to enter an appearance must serve on Class counsel a notice of appearance and supporting papers, postmarked no later than June 30, 2025.

6. A final hearing will be held on July __, 2025 at ____ a.m. on the fairness, reasonableness and adequacy of the settlement. The Court will also rule upon the request for class representative awards and attorneys' fees and expenses by plaintiffs' counsel at that time.

Signed this date _____, 2025

_____, District Judge

EXHIBIT 2

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF OLMSTED

THIRD JUDICIAL DISTRICT

Case Type: Class Action

Jacquen Pegram, Camile Smisek, and Linda
Medes, on their own behalf and on behalf of a
class of all others similarly situated,

Court File No. 55-cv-23-8624

Plaintiffs,

v.

**FINAL JUDGMENT AND ORDER
APPROVING CLASS ACTION
SETTLEMENT**

Sun Communities, Inc., d/b/a Southern
Hills/Northridge Place Community,

Defendant.

This action was originally commenced in this Court on or about December 21, 2023 asserting three counts against Defendants for (i) violation of Minnesota's Uniform Deceptive Trade Practices Act (Minn. Stat. §§ 325D.43-48); (ii) violation of Minnesota's Consumer Fraud Statute (Minn. Stat. § 325.69); and (iii) unjust enrichment.

This matter came to be heard before the undersigned on the ____ day of July 2025 on the motion of Plaintiffs for final approval of the class action settlement entered into between the parties to the action. Defendant did not oppose the motion.

The Court, having heard all persons properly appearing and requesting to be heard; having excluded all persons from the Class who requested proper exclusion from the Class; having considered the papers submitted in connection with the proposed settlement, the files and records in this matter and the oral presentations of counsel for the parties and any objectors; having considered all applicable law; and having considered any objections properly made to the proposed settlement, finds that there is no just reason for delay of the entry of this Final Judgment and Order Approving Settlement.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court finds that the Class meets all of the requirements of Rule 23 of the Minnesota Rules of Civil Procedure with the Class defined as all current and former Southern Hills/Northridge Place Community residents who were charged excessive late fees, pet fees, and/or delinquency fees for the period beginning six years prior to the commencement of the litigation and ending on February 24, 2025. Specifically, for purposes of the proposed settlement, the Court finds (1) the Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to this Class, (3) the claims of the representative parties are typical of the claims of the Class, and (4) the representative parties have protected fairly and adequately the interests of the Class. The Court further finds that questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, and that this class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. The settlement is fair, adequate, and reasonable based on the Court's consideration of the following factors:

- a. The settlement was negotiated at arms' length and with the assistance of mediator and retired Minnesota Supreme Court Justice James H. Gilbert;
- b. the complexity, expense, and likely duration of the litigation;
- c. the state of the proceedings, including the status of discovery;
- d. the factual and legal obstacles that could prevent the Plaintiffs from prevailing on the merits;
- e. the possible range of recovery and the certainty of damages; and
- f. the respective opinions of the participants, including class counsel, class representatives, and the absent class members.

3. Lead Plaintiffs fairly and adequately represent the interests of the Class, and may, for settlement purposes, serve as the Class representatives.

4. The mailed notices satisfy due process and Rule 23 of the Minnesota Rules of Civil Procedure.

5. Class counsel received a total of ____ opt-outs from class members.

6. The settlement between the Class and Defendant is fair, reasonable, adequate and proper as to each member of the Class and in the best interest thereof. The comments and any objections received have been considered, and are deemed to be without merit and do not warrant the denial of the motion to finally approve the settlement.

7. The Stipulation of Class Action Settlement (“Stipulation”) entered into between the parties and preliminarily approved by the Court on May ___, 2025 is hereby approved in its entirety, and all term and conditions of the Stipulation are hereby incorporated by reference into this Order.

8. All claims in this litigation are dismissed on the merits and with prejudice. All relief not granted is denied. Each member of the Class who has not timely and properly excluded himself from the Class pursuant to this Agreement, is permanently enjoined from bringing, joining or continuing to prosecute against Defendant or the Released Parties (as set forth in the Stipulation) any claim arising out of, relating to, or that was or could have been brought in this action or otherwise, or the Released Claims for which a release and covenant not to sue is given in the Stipulation. Any party violating the Court's injunction shall be required to pay the costs and attorneys' fees incurred by any Released Party as a result of a violation of the Court's injunction.

9. The Court directs that counsel for the Class shall receive the sum of \$_____ to be paid in accordance with the terms of the Stipulation.

10. The Court directs that the Lead Plaintiffs will each receive the sum of \$_____ as a class representative award.

11. The Court hereby retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Stipulation between the parties.

Signed this date _____, 2025

_____, District Judge