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IN RE: REALPAGE, INC., RENTAL	)	Case No. 3:23-md-3071
SOFTWARE ANTITRUST LITIGATION	)	MDL No. 3071
(NO. II)	)	
	)	JURY DEMAND
	)	
	)	Judge Waverly D. Crenshaw, Jr.
	)	
	)	This Document Relates to:
	)	ALL CASES
	)	

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GLOSSARY

AIRM	AI Revenue Management
Camden	Camden Property Trust
CBSA	Core Based Statistical Areas
Challenged Conduct or Cartel	The alleged agreement to artificially inflate rental prices for Multifamily Rental prices, an agreement that was facilitated by (1) the collective use of RealPage RMS and (2) the reciprocal sharing of proprietary lease transactional data, both (a) directly among the RMS Users as well as (b) indirectly, using RealPage as a conduit. <i>See</i> RL1 ¶ 7.
Class Period	October 18, 2018 through July 31, 2024
Conspiracy Period	January 1, 2015 through July 31, 2024
Cortland	Cortland Management, LLC
CR1	May 8, 2026 Expert Report of Dr. Cynthia Rudin, Exhibit A to the Declaration of Swathi Bojedla
Defendants	RealPage, Thoma Bravo L.P., Thoma Bravo Fund XIII L.P., and Thomas Bravo XIV L.P., UDR Inc., Morgan Properties Management Company LLC, and Independence Realty Trust Inc.
Equity	Equity Residential
Greystar	Greystar Management Services, LLC
IRT	Independence Realty Trust, Inc.
JA	July 9, 2026 Expert Report of Professor John Asker (updated to incorporate August 3, 2026 errata), Exhibit D to the Declaration of Swathi Bojedla
JM	July 15, 2026 Expert Report of Justin McCrary, Ph.D. (updated to incorporate August 3, 2026 errata), Exhibit E to the Declaration of Swathi Bojedla
Lincoln	Lincoln Property Company, now known as Willow Bridge Property Company LLC
LRO	Lease Rent Options
MAA	Mid-America Apartment Communities, Inc. and Mid-America Apartments, L.P.
Morgan	Morgan Properties Management Company, LLC
Multifamily Rental(s)	Professionally managed conventional multifamily rental properties with 50 or more rental units, excluding other types of multifamily rental housing, such as student housing, military housing, senior living, and 100 percent affordable or Section 8 housing.
Plaintiffs or Class Representatives	Brandon Watters, Billie Jo White, Maya Haynes, Meghan Cherry, Jason Goldman, Priscilla Parker, Patrick Parker, Joshua Kabisch, Jeffrey Weaver and Barry Amar Hoover
PMS	Property Management System
Property Defendants	Multifamily Rental owners and operators who licensed RealPage RMS during the Conspiracy Period, as identified in Plaintiffs' operative complaint, Dkt. 728
RealPage	RealPage, Inc.
RL1	May 8, 2026 Expert Report of Dr. Russell L. Lamb (updated to incorporate June 25, 2026 errata), Exhibit B to the Declaration of Swathi Bojedla

RL2	August 26, 2026 Expert Reply Report of Dr. Russell L. Lamb (updated to incorporate August 31, 2026 errata), Exhibit C to the Declaration of Swathi Bojedla
RMS	Revenue Management Solutions
RMS Users or Users	Property Defendants and non-Defendant co-conspirators who also licensed RealPage's RMS during the Conspiracy Period
Rose	Rose Associates, Inc.
RPM	RPM Living, LLC
Sares Regis	Sares Regis Management Company, LP
Thoma Bravo	Thoma Bravo L.P., Thoma Bravo Fund XIII, L.P., and Thomas Bravo XIV, L.P.
UDR	UDR, Inc.
WBRP	Willow Bridge Residential Properties, formerly Lincoln Property Company and now known as Willow Bridge Property Company LLC
Windsor	Windsor Property Management Company
ZRS	ZRS Management, LLC

I. INTRODUCTION

Housing is a human necessity. When this suit was filed, more Americans were considered “rent burdened” than ever before. RL1 ¶ 22. That was not by accident.

This is a price-fixing case concerning Multifamily Rentals. Plaintiffs are all renters who paid artificially inflated rent to the Property Defendants and other RMS Users, some of the nation’s largest owners and operators of Multifamily Rental properties. RealPage and RMS Users agreed to artificially inflate prices for Multifamily Rental leases in a scheme facilitated by RealPage’s RMS. RMS utilizes a massive cache of RMS Users’ competitively sensitive, nonpublic lease transaction data to generate Multifamily Rental prices for all RMS Users. During the Conspiracy Period each Property Defendant provided its data to RealPage with the understanding that (1) all RMS Users—horizontal competitors—were doing the same and (2) that RealPage RMS would use that data to generate rental prices for all RMS Users. As one RMS User aptly described the Cartel,

[REDACTED]

[REDACTED] Ex. 1 at REALPAGE-MDL-03373081.¹

Using class-wide evidence, Plaintiffs will show that common questions predominate as to each element of their claims, as well as to the case as a whole. This includes qualitative evidence, including admissions in RealPage’s own documents, that its RMS caused widespread harm to all Class members—equating its RMS’ effects to how [REDACTED] Ex. 2 at REALPAGE-MDL-00154109. And it includes quantitative evidence in the form of empirical analyses by Plaintiffs’ proffered expert, Dr. Russell Lamb. Dr. Lamb econometrically measures this widespread harm and shows a median overcharge of [REDACTED], corroborating RealPage’s own estimates of a 2–7% price effect. L1 ¶ 343, Table 13; RL2 ¶ 188. Relying on this and other common

¹ All emphases added and internal citations or quotations omitted unless otherwise noted.

proof, Plaintiffs move to certify a Class bringing claims under Section 1 of the Sherman Act:

All persons and entities in the U.S. and its territories who paid rent on at least one Multifamily Rental unit in the Core Based Statistical Areas listed [in Appendix A] directly to any owner, manager and/or owner operator (including to any division, subsidiary, predecessor, agent or affiliate of any owner, manager and/or owner-operator) on a property subject to a license for RealPage's RMS—Lease Rent Options, YieldStar and/or AI Revenue Management—during the period of October 18, 2018 through July 31, 2024.²

Plaintiffs satisfy all prongs of Rule 23(a) and demonstrate that, under Rule 23(b)(3), common issues predominate and class treatment is superior to all other modes of adjudication. Certification under Rule 23(b)(2) is proper because the injunctive relief seeks to redress systemic misconduct that will benefit all Class members. Plaintiffs also move to appoint Patrick Coughlin (Scott+Scott Attorneys at Law LLP), Stacey Slaughter (Robins Kaplan LLP), and Swathi Bojedla (Hausfeld LLP) as Class Counsel and to appoint Plaintiffs as Class Representatives. For these reasons and others set forth in detail below, certification of the Class is warranted.

II. FACTUAL BACKGROUND

A. RealPage RMS – LRO, YieldStar, and AIRM

During the Conspiracy Period, RealPage offered three RMS products to its RMS Users: LRO, YieldStar, and AIRM. Dr. Cynthia Rudin, a Duke University computer science professor and expert in machine learning, statistics, optimization, and data science, analyzed each RMS's source code. She concluded, consistent with RealPage's internal documents, [REDACTED]

² Plaintiffs propose an amended and narrowed Class that includes only the 47 CBSAs where RealPage RMS penetration was most significant. “[D]istrict courts have broad discretion to modify class definitions,” *Powers v. Hamilton Co. Public Defender Comm’n*, 501 F.3d 592, 619 (6th Cir. 2007), and frequently do so, *Kensu v. Michigan Dep’t of Corr.*, 2020 WL 1698662, at *2 (E.D. Mich. Apr. 8, 2020) (certifying refined class proposed in briefing), *aff’d*, 2022 WL 17348384 (6th Cir. Dec. 1, 2022); *Hale v. Bell Cnty. Fiscal Ct.*, 2026 WL 2199565, at *1 n.2 (E.D. Ky. July 30, 2026) (a “slight definitional refinement that does not add new theories of the case or otherwise dramatically change the analysis is permissible.”). Defendants were notified of this change on May 8, 2026, with Dr. Lamb’s opening report, so all expert analyses were tailored to this narrower Class. See Appendix A for a full class definition, list of CBSAs, and exclusions (the “Class”).

[REDACTED] CR1 ¶ 13.

[REDACTED] Ex. 3 at REALPAGE-MDL-00700256 [REDACTED]

[REDACTED] CR1 ¶¶ 15,

147.

[REDACTED] *Id.* ¶¶ 147, 152. [REDACTED]

[REDACTED] RL1 ¶ 47. [REDACTED]

[REDACTED] CR1 ¶¶ 147, 155.

[REDACTED] Ex. 4, Dreyfuss (RealPage) Dep., Ex. 7928;³ RL1 ¶¶ 71,

150, 152, 161. [REDACTED]

[REDACTED] *Id.* ¶ 46. [REDACTED]

[REDACTED] RL1 ¶ 68. [REDACTED]

³ All depositions cited as Last Name (Deponent Affiliation) Dep.

[REDACTED]

B. RMS Users Formed a Cartel to Inflate Multifamily Rental Prices

1. RealPage Facilitated RMS Users' Cartel to Raise Rental Prices

Plaintiffs allege that RealPage and its RMS Users, including the Property Defendants, agreed to artificially inflate prices for Multifamily Rentals, an agreement that was facilitated by (1) the collective use of RealPage RMS and (2) the reciprocal sharing of proprietary lease transactional data, both (a) directly among RMS Users as well as (b) indirectly, using RealPage as a conduit. [REDACTED]

[REDACTED]

[REDACTED] *E.g.*, Ex. 6 at UDR-MDL-02679255 [REDACTED]

[REDACTED]

[REDACTED]; RL1 ¶ 45.⁴

[REDACTED]

[REDACTED]

[REDACTED] Ex. 8 at REALPAGE-MDL-06643134.

[REDACTED]

As RealPage put it: [REDACTED]

[REDACTED]

⁴ [REDACTED] *E.g.*, Ex. 7 at REALPAGE-MDL-00014570 [REDACTED]

[REDACTED] Ex. 9 at
REALPAGE-MDL-00846559; *see also* Ex. 10 at SRG2197967 [REDACTED]

[REDACTED]
[REDACTED]).

[REDACTED]
[REDACTED] *E.g.*, Ex. 11 at UDR-MDL-00215522 [REDACTED]

[REDACTED]
[REDACTED] ; Ex. 12 at WBRP-001274739 [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] *E.g.*, Ex. 13
at REALPAGE-MDL-06354663 [REDACTED]

[REDACTED] ; Ex. 14 at REALPAGE-MDL-
06726960 [REDACTED].

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] *E.g.*, Ex. 15 at

Cortland_RP_MDL_03282701 [REDACTED]
[REDACTED]

[REDACTED] ; Ex. 16 at CAMDENMDL-0000432161 [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]⁵

2. RMS Users Acknowledge that the Cartel's Purpose Was to Raise Rents

[REDACTED]
E.g., Ex. 18 at REALPAGE-MDL-00610309 [REDACTED]

[REDACTED]; Ex. 19 at REALPAGE-MDL-02790281 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Ex. 2 at REALPAGE-MDL-00154109. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Ex. 20, REALPAGE-MDL-05654286.

[REDACTED] *Id.* [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] *Id.*⁶ Dr. Lamb's

⁵ After this case began, [REDACTED]. E.g., Ex. 17 at REALPAGE-MDL-06629556 [REDACTED]

⁶ See also, e.g., Ex. 21 at BPMF-RP-MDL-0000250996 [REDACTED]

analyses corroborate this record evidence. [REDACTED]

[REDACTED] . LR2 ¶ 680.

3. RMS Users Adhered to the Cartel with High RMS Acceptance Rates

Common evidence will show that [REDACTED]

[REDACTED] . For example, [REDACTED]

[REDACTED] Ex. 23 at CAMDENMDL-0000146817, [REDACTED]

[REDACTED] Ex. 24 at

CORTLAND_RP_MDL_04766892. The record is replete with similar admissions. *E.g.*, Ex. 25 at

WBRP-00054836-37 [REDACTED];

Ex. 26 at RPMLivingMDL_001448922 [REDACTED]; Ex. 27,

GSMDL-0000685490 [REDACTED]

[REDACTED]; RL1 ¶ 146. [REDACTED]

Ex. 28 at UDR-MDL-02829742.

Common evidence will also show that [REDACTED]

[REDACTED] *See generally* Ex. 29, REALPAGE-MDL-06639807

[REDACTED] . And common evidence will

show that [REDACTED] . For example, [REDACTED]

[REDACTED] Ex. 22, Walker (Greystar) Dep. Ex. 6050E at 90350 [REDACTED]

[REDACTED]
[REDACTED] Ex. 30 at MAA_DCAG000001026. [REDACTED]
[REDACTED]
[REDACTED] *E.g.*, Ex. 31 at REALPAGE-MDL-01745413 [REDACTED]
[REDACTED]
[REDACTED]; Ex. 32 at ZRS-2267061 [REDACTED]
[REDACTED]
[REDACTED]; Ex. 33 at REALPAGE-MDL-06727587 [REDACTED]
[REDACTED]
[REDACTED]; RL1 ¶¶ 223–29
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] *E.g.*, Ex. 34 at ROSE232461 [REDACTED]
[REDACTED]; Ex. 31 at REALPAGE-MDL-01745534 [REDACTED]
[REDACTED]
[REDACTED]; Ex. 35 at REALPAGE-MDL-04369450
[REDACTED]
[REDACTED]
[REDACTED]; Ex. 36, McCabe (Rose) Dep. 98:9–20 (“at the end of the day, Tiffany [at RealPage]
was the actual revenue manager for those specific properties”); Ex. 37 at WBRP-001287818
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. 20, REALPAGE-MDL-05654286.

In short, [REDACTED]

[REDACTED]

C. Multifamily Rentals and CBSAs Are Proper Product and Geographic Markets

Plaintiffs will prove with class-wide evidence (1) a relevant product market of Multifamily Rental properties, and (2) relevant geographic markets consisting of individual CBSAs. This common proof will include record evidence and the opinions of Dr. Lamb, an expert economist upon whom many courts have relied in certifying antitrust classes. RL1 ¶ 4 & App’x A at 1–2.

[REDACTED]

[REDACTED] RL1 ¶¶ 84–101. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. *Id.* ¶ 8. [REDACTED]

[REDACTED]

[REDACTED] *Id.* ¶ 93.

[REDACTED]

[REDACTED], RL1 ¶¶ 104, 107, [REDACTED]

[REDACTED], *id.* ¶ 105. [REDACTED]

[REDACTED] *Id.* ¶¶ 110–11 & Table 7.

[REDACTED]. RL2 ¶ 5a.

III. LEGAL STANDARDS FOR CLASS CERTIFICATION

Class certification is warranted when a plaintiff satisfies all four requirements of Rule 23(a) as well as Rule 23(b)(3)’s predominance and superiority requirements. Fed. R. Civ. P. 23(a) & 23(b)(3). The Sixth Circuit has rejected a strict “preponderance of the evidence” standard for evaluating compliance with Rule 23 and instead applies a “rigorous analysis” standard. *A.M.C. v. Smith*, 620 F. Supp. 3d 713, 731 (M.D. Tenn. 2022). In evaluating Rule 23’s criteria, district courts may reach merits issues only if necessary to “deciding if the prerequisites of Rule 23 are satisfied.” *Strougo v. Tivity Health, Inc.*, 2023 WL 3873305, at *1 (M.D. Tenn. June 7, 2023) (class certification is not “a dress rehearsal for the trial”); *Amgen Inc. v. Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 459 (2013) (not necessary to prove “the merits[] in favor of the class”).

District courts enjoy “broad discretion” to certify classes. *In re BancorpSouth, Inc.*, 2017 WL 4125647, at *1 (6th Cir. Sept. 18, 2017) (denying Rule 23(f) petition). However, where a plaintiff has common, admissible evidence that is capable of proving the elements of the plaintiff’s claim at trial, class certification is mandatory. *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 459 (2016) (courts may “den[y] class certification on th[e] ground [that it agreed with defendant’s evidence] only if it concluded that no reasonable juror could have believed” plaintiff’s evidence).

IV. PLAINTIFFS SATISFY RULE 23(a)

The Class is Sufficiently Numerous. Rule 23(a)(1) requires only that the class be “so numerous that joinder of all members is impracticable.” Classes with hundreds of members easily satisfy numerosity. *Bacon v. Honda of Am. Mfg., Inc.*, 370 F.3d 565, 570 (6th Cir. 2004). The

proposed Class satisfies this requirement as it includes *millions* of renters. RL1 ¶¶ 4, 327.

There Are Common Questions of Fact and Law. Rule 23(a)(2) requires a common contention for which an answer “will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). A single common question suffices. *Powers*, 501 F.3d at 619. Price-fixing cases “easily” satisfy commonality because “by their very nature [they] deal with common legal and factual questions about the existence, scope and extent of the alleged conspiracy.” *In re Foundry Resins Antitrust Litig.*, 242 F.R.D. 393, 404–05 (S.D. Ohio 2007); *In re Packaged Ice Antitrust Litig.*, 322 F.R.D. 276, 285 (E.D. Mich. 2017); *Hosp. Auth. of Metro. Gov’t of Nashville & Davidson Cnty., Tennessee v. Momenta Pharms., Inc.*, 333 F.R.D. 390, 404 (M.D. Tenn. 2019).

Plaintiffs’ Claims are Typical of the Class’s. Typicality exists where the representative’s claim “arises from the same event or practice or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theory.” *In re Am. Med. Sys., Inc.*, 75 F.3d 1069, 1082 (6th Cir. 1996) (quoting 1 *Newberg on Class Actions* § 3-13); *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 561 (6th Cir. 2007) (same). Each Plaintiff rented a unit at an RMS-covered multifamily property during the Class Period. Each asserts overcharges on the same theory as every other Class member. Thus, Plaintiffs’ claims are typical of the Class’s.

Nor do any arbitration clauses, class-action waivers, or jury-trial waivers appearing in some leases render Plaintiffs’ claims atypical of the Class’s. This is because typicality focuses on whether the substantive elements of the named plaintiffs’ claims are typical of the class’s. Such contractual provisions, which are *procedural* and not *substantive* defenses, do not defeat typicality. *In re Papa John’s Emp. & Franchisee Emp. Antitrust Litig.*, 2025 WL 2255624, at *3 (W.D. Ky. Aug. 5, 2025) (typicality found even though inconsistent signing of arbitration clauses); *see also*

Bittinger v. Tecumseh Prods. Co., 123 F.3d 877, 884 (6th Cir. 1997) (release defenses applicable to some members did not defeat certification). Nor would these issues play a significant role in the litigation, as they pertain to, at most, certain leases of a handful of non-settling Defendants.

Plaintiffs and Counsel Adequately Represent the Proposed Class. Adequacy asks whether the representatives share common interests with the class free of disqualifying conflict, and whether qualified counsel will vigorously prosecute the case. *Senter v. Gen. Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976); *Beattie*, 511 F.3d at 562–63. Only a “fundamental” conflict defeats adequacy. *In re Polyurethane Foam Antitrust Litig.*, 314 F.R.D. 226, 238 (N.D. Ohio 2014). And speculative class conflicts are insufficient to challenge adequacy. *Momenta*, 333 F.R.D. at 405. Plaintiffs’ interests are coextensive with those of the proposed Class: all seek to prove they paid artificially inflated rents due to the same RealPage-facilitated conspiracy. *Id.*

Proposed Class Counsel likewise satisfy Rule 23(a)(4) and Rule 23(g). Court-appointed leadership has prosecuted this MDL for more than three years, taking 176 depositions, obtaining and analyzing RealPage’s source code and more than 1,000 client databases, and developing a substantial technical and econometric expert record, and counsel have decades of experience successfully prosecuting complex antitrust class actions. *See* Dkt. 1477. Counsel have also already achieved more than \$359 million in settlements for the proposed Class and have continued to litigate zealously on behalf of the proposed Class against the remaining Defendants.

V. PLAINTIFFS SATISFY RULE 23(b)(3)

Rule 23(b)(3) is satisfied where, as here, common issues predominate over individualized ones and class treatment is superior to joinder. Plaintiffs’ claims have three elements: violation, antitrust impact, and damages. *In re Scrap Metal Antitrust Litig.*, 527 F.3d 517, 532 (6th Cir. 2008).

Common questions need only predominate in the case as a whole. Rule 23(b)(3) “does *not* require a plaintiff seeking class certification to prove that each elemen[t] of [her] claim [is]

susceptible to classwide proof.” *Amgen*, 568 U.S. at 469 (emphasis and alteration in original). And Rule 23(b)(3) allows individualized issues and individualized evidence in class proceedings so long as those issues and evidence do not “overwhelm common ones.” *Halliburton Co. v. Erica P. John Fund, Inc.*, 573 U.S. 258, 276 (2014). This means predominance is satisfied even when “important matters will have to be tried separately.” *Tyson Foods*, 577 U.S. at 453.

In antitrust cases like this one, the focus at trial is predominantly, and invariably, the conduct of the defendants; these claims are thus well-suited for class treatment. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625 (1997) (“Predominance is a test readily met in certain cases alleging . . . violations of the antitrust laws.”). Indeed, “proof of the *conspiracy* is a common question that is thought to predominate over the other issues of the case.” *Scrap Metal*, 527 F.3d at 535; *In re Se. Milk Antitrust Litig.*, 2010 WL 3521747, at *9 (E.D. Tenn. Sept. 7, 2010) (“price fixing allegations are precisely the kind of claims for which class action treatment is appropriate”).

A. Plaintiffs Will Prove the Existence of the Cartel with Class-wide Evidence

The predominant focus at trial in this action will be Plaintiffs’ efforts to prove—and Defendants’ efforts to refute—the existence and scope of the Cartel with common evidence. That common evidence includes admissions in RealPage and its RMS Users’ internal documents, their employees’ testimony, and economic and econometric expert opinions from Dr. Lamb establishing the fact of an overcharge, showing that impact from the overcharge was widespread, and determining the quantum of damages. It also includes evidence that [REDACTED]

[REDACTED] Areeda & Hovenkamp, *Antitrust Law: An Analysis of Antitrust Principles and Their Application* ¶ 1436b2 (4th ed. 2017) (“The information exchange itself embodies a conspiracy to meet or exchange[.]”); *see* Section II.B, *supra*.

Defendants’ defense will also rise or fall together. Whether any given Property Defendant

adopted RMS usage in concert (as Plaintiffs contend) or unilaterally (as Defendants contend), has one, class-wide answer. Likewise, the question of the start date of the conspiracy, or the dates any Property Defendant joined the conspiracy, have singular answers applicable across the Class. The Challenged Conduct either increased occupancy (as Defendants' experts posit) or suppressed it (as Dr. Lamb proves empirically). RL1 ¶¶ 26, 59, 147, 231–39; RL2 ¶¶ 150, 302–07, Table 10. While Rule 23 permits individualized issues, it is difficult to identify any here.

For these reasons, the Sixth Circuit—like its sister circuits—recognizes that an antitrust conspiracy presents a quintessential and predominating common question. *Scrap Metal*, 527 F.3d at 535; *Momenta*, 333 F.R.D. at 407 (“The existence of a conspiracy is central to the claims of all putative class members and thus is appropriate for resolution generally on a class-wide basis.”).

And while Plaintiffs maintain that this litigation should be analyzed under a *per se* mode of analysis, a trial under the rule of reason would only inject additional common questions into the case. Those additional common questions include the definition and boundaries of the relevant product and geographic markets, whether RMS Users possessed market power therein, and the existence of any offsetting procompetitive justifications for the Challenged Conduct. *E.g.*, *Dial Corp. v. News Corp.*, 314 F.R.D. 108, 113 (S.D.N.Y. 2015) (“the definitions of the relevant geographic and product markets; and . . . [the defendant’s] market power in the relevant market” are “questions common to the class and capable of resolution through common proof”).

The relevant product market has one definition, whether it is limited to Multifamily Rentals (as Plaintiffs contend) or includes, *e.g.*, the purchase of single-family homes (as Defendants do). *Merenda v. VHS of Mich., Inc.*, 296 F.R.D. 528, 546 (E.D. Mich. 2013) (“[d]efining a relevant market cannot, by definition, *ever* be an individual question”) (emphasis in original), *aff’d sub nom.*, 601 F. App’x 342 (6th Cir. 2015). So too with the geographic boundaries of the relevant

market. There is only one set of geographic market boundaries in this case. *In re Mushroom Direct Purchaser Antitrust Litig.*, 319 F.R.D. 158, 197 (E.D. Pa. Nov. 22, 2016) (“whether or not there are separate geographic markets or one geographic market, that would be a common issue”) (cleaned up); *Black v. Occidental Petroleum Corp.*, 69 F.4th 1161, 1178 (10th Cir. 2023) (certifying class over defense objection that there were “more than 500 relevant markets” consisting of “particular one-square-mile section[s],” classifying defense objection as mere “class-wide rebuttal”). [REDACTED]

[REDACTED] RL2 ¶ 5.a.

Similarly, RMS Users either possess market power in the relevant product and geographic markets or they do not. These issues of “market power presents a common question susceptible to generalized class-wide proof.” *Black*, 69 F.4th at 1178. And there either are, or are not, offsetting justifications for the Challenged Conduct: it is a binary proposition. *Moehrl v. Nat’l Ass’n of Realtors*, 2023 WL 2683199, at *14 (N.D. Ill. Mar. 29, 2023) (“there is no dispute that the question” of procompetitive justifications “is common . . . [and] susceptible to classwide proof”).

Whatever mode of analysis is applied, then, common issues as to conspiracy predominate.

B. Plaintiffs Will Prove Common Impact with Class-wide Evidence

At trial, Plaintiffs will put forward class-wide evidence capable of proving impact—that is, the fact of injury, in the form of paying at least one overcharge on a single transaction⁷—was

⁷ Plaintiffs need not show “net” injury across all transactions or include “offsets” for purported benefits from anticompetitive conduct. *Hawaii v. Standard Oil Co.*, 405 U.S. 251, 262 n.14 (1972) (“courts will not go beyond the fact of this injury to determine whether the victim of the overcharge has partially recouped its loss in some other way”); *In re Skelaxin (Metaxalone) Antitrust Litig.*, 2014 WL 2002887, at *5 (E.D. Tenn. May 15, 2014) (antitrust plaintiff may recover the “full amount of the overcharge, even if he is otherwise benefitted, because antitrust injury occurs and is complete when the defendant sells at the illegally high price”); *In re Nexium Antitrust Litig.*, 777 F.3d 9, 27 (1st Cir. 2015) (same, collecting cases).

“widespread” affecting all or virtually all members of the proposed Class.⁸

Plaintiffs’ proof of impact is organized into a two-step presentation widely followed by federal courts. In the first step, Plaintiffs put forward ““evidence of general price effects,”” while in the second, Plaintiffs advance ““common evidence capable of showing widespread harm,”” such as ““evidence of a price structure”” in the affected market. *In re Broiler Chicken Grower Antitrust Litig. (No. II)*, 2024 WL 2117359, at *16 (E.D. Okla. May 8, 2024) (quoting *In re High-Tech Emp. Antitrust Litig.*, 985 F. Supp. 2d 1167, 1206 (N.D. Cal. 2013)). The two-step method is ““a roadmap widely accepted in antitrust class actions.”” *Id.*; *Castro v. Sanofi Pasteur Inc.*, 134 F. Supp. 3d 820, 847 (D.N.J. 2015) (“This two-step method to prove antitrust impact is not novel.”).

In antitrust cases, “the prevailing view” among federal courts is that “price-fixing affects all market participants, creating an inference of class-wide impact even when prices are individually negotiated.” *In re Urethane Antitrust Litig.*, 768 F.3d 1245, 1254–55 (10th Cir. 2014) (collecting cases, including *Scrap Metal*, 527 F.3d at 535). The Sixth Circuit is no exception, with numerous decisions recognizing that “in price fixing cases, impact on all participants in the affected market may be presumed.” *In re Scrap Metal Antitrust Litig.*, 2004 WL 7340436, at *11 (N.D. Ohio Mar. 31, 2004), *aff’d*, 527 F.3d 517 (6th Cir. 2008).⁹ That said, “Plaintiffs here do not rely” merely on an “inference of common impact”—Plaintiffs present common record evidence and Dr. Lamb’s class-wide empirical analyses capable of proving widespread impact—“but it is against this backdrop [that Defendants] mount[] [their] challenge to predominance.” *Chicken*

⁸ Evidence of impact to all class members is not required. *Tyson Foods*, 577 U.S. at 459, 451 (affirming certification where 212 out of 3,344—or 6.33%—of class members were uninjured); *Momenta*, 333 F.R.D. at 409–10 (where injury is “widespread,” the “inevitability” that a “class will often include persons who have not been injured by the defendant’s conduct does not preclude class certification”) (collecting cases).

⁹ See also, e.g., *Hyland v. Homeservices of Am., Inc.*, 2008 WL 4858202, at *6 (W.D. Ky. Nov. 7, 2008); *Foundry Resins*, 242 F.R.D. at 409.

Grower, 2024 WL 2117359, at *12; *Momenta*, 333 F.R.D. at 409–10 (class certified based on “internal documents and materials, all of which are common” and Dr. Lamb’s empirical work).

1. Step 1: Common Proof that the Conspiracy Inflated Multifamily Rental Prices

Plaintiffs have both qualitative and quantitative common evidence that the Cartel artificially inflated Multifamily Rental prices above competitive levels.

Qualitatively, the record is replete with contemporaneous acknowledgments that RMS Users’ [REDACTED]

[REDACTED] Ex. 18 at REALPAGE-MDL-00610309, [REDACTED]

[REDACTED] Ex. 20, REALPAGE-MDL-05654286, [REDACTED]

[REDACTED], Ex. 38 at WINDSOR0000408249 ([REDACTED])

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

Ex. 39 at EQR-0006099.¹¹ [REDACTED]

¹⁰ But-for price levels, referred to as prices in the “but for” world, means the pricing that would prevail in the absence of a cartel or other challenged anticompetitive conduct. 1 ABA SECTION OF ANTITRUST LAW, ANTITRUST LAW DEVELOPMENTS 831 (9th ed. 2022).

¹¹ See also, e.g., *id.* [REDACTED]; Ex. 40 at UDR-MDL-01777545 [REDACTED]

[REDACTED]; Ex. 41 at MP-RPMDL-0000568331 [REDACTED]; Ex. 42 at MP-RPMDL-0000060109 [REDACTED]; Ex. 43, Miklavcic (IRT) Dep. 144:5–12 [REDACTED]

dollars in some markets and **I don't think the people onsite**, given the way we'd trained them to think about pricing, **would have had the courage to push it as aggressively as this [LRO] program.**" Ex. 44 at EQR-1157856.¹² [REDACTED]

[REDACTED] Ex. 47 at WINDSOR0000576773. The record even includes admissions of [REDACTED] [REDACTED]

[REDACTED] Ex. 48 at REALPAGE-MDL-05700535.

[REDACTED] RL1 ¶¶ 317–45, Table 13; RL2 ¶¶ 184–92, 203–86. [REDACTED]

[REDACTED] RL1 ¶¶ 317–45, Table 13; RL2 ¶¶ 184–92, 203–86. [REDACTED]

[REDACTED] RL1 ¶¶ 321, Fig. 26; RL2 ¶¶ 185–87, 209–11.¹³

¹² Ex. 45 at RPMLivingMDL_001997954

[REDACTED]; Ex. 46 at CAMDENMDL-0000467144

¹³ [REDACTED] RL1 ¶ 321 & Fig. 26. [REDACTED] *Id.* ¶¶ 122, 321.

¹⁴ *E.g.*, *Polyurethane Foam*, 314 F.R.D. at 283 (certifying class based on Dr. Lamb's analysis, noting that "other district courts have accepted the same during-after benchmark methodology"); *Beltran v. InterExch., Inc.*, 2018 WL 526907, at *6 (D. Colo. Jan. 24, 2018) (the "most common methods of quantifying antitrust damages [include] the 'before and after'" method); *Chicken Grower*, 2024 WL 2117359, at *18 (certifying class based on the "standard econometric method for comparing prices during an alleged conspiracy period with a benchmark period absent the [effects of the] conspiracy").

[REDACTED] RL1 ¶¶ 320, 322–24, 327, 344, Table 13, App’x C. Dr.

[REDACTED]

[REDACTED]. RL1 ¶¶ 330–40, Table 13; RL2 ¶¶ 22, 185, 210, 284–86, Table 9.¹⁵ [REDACTED]

[REDACTED] RL1 ¶ 343, Table 13. [REDACTED]

[REDACTED]

RL1 ¶ 343, Table 13; RL2 ¶ 188. [REDACTED]

[REDACTED]¹⁶

[REDACTED] *Id.*

2. Step 2: Common Proof that Inflated Multifamily Rental Prices Were Widespread, Impacting All or Virtually All Class Members

Plaintiffs also have both qualitative and quantitative common evidence that the Cartel’s inflated prices were “widespread,” impacting all or virtually all Class members. Plaintiffs rely on three standard forms of class-wide proof of antitrust impact.

First, Plaintiffs have qualitative evidence of widespread harm, including “internal documents and materials,” all of which are common to the Class. *Momenta*, 333 F.R.D. at 409–10. Beyond the evidence described in Step 1, additional evidence of widespread harm includes:

- [REDACTED]
- [REDACTED]

¹⁵ [REDACTED]

¹⁶ [REDACTED]

[REDACTED]. RL1 ¶¶ 330–40.

RL2 ¶ 229.

Id. ¶¶ 187, 211.

- [REDACTED]
- [REDACTED]

[REDACTED]

RL1 ¶¶ 173–77, 188–89. [REDACTED]

[REDACTED]

[REDACTED] *Id.* ¶¶ 176–77, 188–89, Table 9 & 11. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.*²⁰

Second, Dr. Lamb performs additional quantitative analyses supporting the existence of

¹⁷ *E.g.*, Ex. 49, Davis (UDR) Dep. 47:2–6 (“Q. So there’s no negotiation whatsoever when a person comes and the price on the website is the price you get, period? A. That is the price.”); Ex. 50, Boelens (Morgan) Dep. 195:22–196:2 [REDACTED]; Ex. 51, McKenzie (IRT) Dep. 24:25–26:3 [REDACTED]

¹⁸ Ex. 52, REALPAGE-MDL-05968653 [REDACTED] Ex. 31 at REALPAGE-MDL-01745534 [REDACTED]

¹⁹ *E.g.*, Ex. 50, Boelens (Morgan) Dep. 202:14–21 [REDACTED] Ex. 28 at UDR-MDL-02829742 [REDACTED]; Ex. 43, M. Miklavcic (IRT) Dep. 37:3–20 [REDACTED]

²⁰ *See also, e.g.*, RL1 ¶ 178 (analyzing these same metrics for renewal leases).

widespread harm. Dr. Lamb performs standard correlation analyses designed to test whether prices respond similarly to common stimuli (like the Cartel). *Chicken Grower*, 2024 WL 2117359, at *19 (use of “correlation analysis to demonstrate the existence of a [pricing] structure” is “a standard methodology regularly used in antitrust litigation for demonstrating impact”). These analyses econometrically test the degree to which there is a “pricing structure” for multifamily rentals. RL1 ¶¶ 354–59, Tables 14–15; RL2 ¶¶ 353–54. [REDACTED]

[REDACTED] RL1 ¶ 358, Table 15. [REDACTED]
[REDACTED] RL1 ¶ 358
& Table 15; RL2 ¶ 354. [REDACTED]

[REDACTED] RL1 ¶ 359 (cleaned up). [REDACTED]
[REDACTED]
[REDACTED] *Id.* ¶¶ 360–

66, Table 16. While courts within the Sixth Circuit regularly certify antitrust classes even absent evidence of a price structure,²¹ its presence here underscores the propriety of certification.²²

Third, Dr. Lamb performs an “in-sample prediction method,” which “is a standard technique used to test whether the impact of an antitrust conspiracy is widespread.” *Chicken*

²¹ *Scrap Metal*, 2004 WL 7340436, at *9 (“Courts also have certified classes in cases where the industry, pricing structure, products, and transactions between defendants and their customers are complex, varied, fragmented, and diverse.”), *aff’d*, 527 F.3d 517.

²² *E.g.*, *Foundry Resins*, 242 F.R.D. at 410 (certifying class based on, *inter alia*, “structural characteristics of the industry” as “common proof” that price fixing “impacted all purchases”); *In re Urethane Antitrust Litig.*, 251 F.R.D. 629, 637–38 (D. Kan. 2008) (evidence of a “pricing structure . . . provides generalized proof of class-wide impact.”), *aff’d*, 768 F.3d 1245 (10th Cir. 2014); *High-Tech*, 985 F. Supp. 2d at 1206 (similar).

Grower, 2024 WL 2117359, at *19. The in-sample methodology has long been a mainstay in econometrics and antitrust class actions and has never been excluded as unreliable.²³ The in-sample prediction method takes the estimated overcharge from the Step 1 regression and uses that output to “predict the but-for prices” on specific transactions “and compare[] these predicted but-for prices to the actual prices paid” to serve as econometric evidence of widespread injury in Step 2. *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods, LLC*, 31 F.4th 651, 672 (9th Cir. 2022) (*en banc*), *cert. denied*, 143 S. Ct. 424 (2022). If the “but-for” price is lower than the actual price paid, that transaction is deemed evidence of impact. *Chicken Grower*, 2024 WL 2117359, at *19.²⁴ [REDACTED]

[REDACTED] RL1 ¶¶ 376–83, Table 17; RL2 ¶ 382.

²³ See also, e.g., *Corzo v. Brown Univ.*, 2025 WL 2753400, at *10 (N.D. Ill. Sept. 29, 2025); *In re Turkey Antitrust Litig.*, 2025 WL 264021, at *9–10 (N.D. Ill. Jan. 22, 2025); *Le v. Zuffa, LLC*, 2023 WL 5085064, at *28–29 (D. Nev. Aug. 9, 2023); *In re Pork Antitrust Litig.*, 2024 WL 2060386, at *21–22, 24 (D. Minn. May 8, 2024); *In re Broiler Chicken Antitrust Litig.*, 2022 WL 1720468, at *10–13 (N.D. Ill. May 27, 2022); *In re Capacitors Antitrust Litig. (No. III)*, 2018 WL 5980139, at *6–8 (N.D. Cal. Nov. 14, 2018); *In re Air Cargo Shipping Servs. Antitrust Litig.*, 2014 WL 7882100, at *59 (E.D.N.Y. Oct. 15, 2014), *R&R Adopted*, 2015 WL 5093503 (E.D.N.Y. July 10, 2015); *In re Chocolate Confectionary Antitrust Litig.*, 289 F.R.D. 200, 221 (M.D. Pa. 2012).

²⁴ [REDACTED]

[REDACTED] RL1 ¶¶ 381–82

[REDACTED]; RL2 ¶¶ 381–82.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] RL2 ¶ 394. [REDACTED]
[REDACTED]

[REDACTED] *Id.* ¶ 392 n. 875.
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] JA ¶ 507; JM ¶ 176. Drs. Asker’s

and McCrary’s criticisms are both unmeritorious, RL2 ¶¶ 217–86, and inappropriate for resolution at this stage of the case, *Strougo*, 2023 WL 3873305, at *1; *Amgen*, 568 U.S. at 459. What is salient for purposes of this motion is the class-wide nature of these criticisms: either Dr. Lamb is right and has identified measurable overcharges suffered by the Class, or Drs. Asker and McCrary are right and the [REDACTED] This purported “fatal similarity”—that every member of the Class suffered no harm—can be resolved in one stroke and *supports* class certification rather than undermines it. *Amgen*, 568 U.S. at 470.

C. Plaintiffs Will Prove Aggregate Damages with Class-wide Evidence

Damages here are “susceptible of measurement across the entire class,” meeting the low standard that they “need not be exact.” *Comcast Corp. v. Behrend*, 569 U.S. 27, 35 (2013). It is enough “if the evidence show[s] the extent of the damages as a matter of just and reasonable inference, although the result be only approximate.” *Story Parchment Co. v. Paterson Parchment Paper Co.*, 282 U.S. 555, 563 (1931). “This relaxed standard flows from the equitable notion that

the wrongdoer should not be able to profit by insistence on an unattainable standard of proof.” *Momenta*, 333 F.R.D. at 412. Plaintiffs can demonstrate class-wide damages using an aggregate damages calculation. *Scrap Metal*, 527 F.3d at 534. [REDACTED]

[REDACTED] RL1 ¶ 384 & Table 18.

D. Class Treatment is the Superior Method of Adjudicating This Case

A class action must be “superior to other available methods for fairly and efficiently adjudicating the controversy,” measured by class members’ interests in individually controlling separate actions, the extent of any litigation already begun by class members, the desirability of concentrating the litigation in this forum, and manageability. Fed. R. Civ. P. 23(b)(3)(A)–(D).

“The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights.” *Amchem*, 521 U.S. at 617. Here, rent overcharges for an individual are a small fraction of the cost to prosecute an antitrust case of this scale. Similarly, certification will allow a single trial on a common record of issues that, otherwise, would be relitigated tens of thousands of times over. Courts regularly find superiority in these circumstances: systemic overcharges spread across many people, each too small to vindicate individually. *E.g., Jones v. Varsity Brands, LLC*, 2024 WL 3049464, at *8 (W.D. Tenn. June 18, 2024). Finally, the proposed Class is manageable and ascertainable as membership is tied to objective, ordinary-course records. *See Polyurethane Foam*, 314 F.R.D. at 235.

VI. CERTIFICATION OF AN INJUNCTIVE RELIEF CLASS IS APPROPRIATE

Rule 23(b)(2) authorizes certification when the party opposing the class “has acted or refused to act on grounds that apply generally to the class,” and its touchstone is whether “a single injunction or declaratory judgment would provide relief to each member of the class.” *Wal-Mart*

Stores, Inc., 564 U.S. at 360. Section 16 of the Clayton Act entitles private plaintiffs to injunctive relief against threatened antitrust injury. 15 U.S.C. § 26. Where, as here, Rule 23(a) is satisfied and plaintiffs seek prospective relief from ongoing conduct, Rule 23(b)(2) certification is appropriate. *Pork*, 2024 WL 2060386, at *28.

Whether the Cartel violates the antitrust laws is a question about RealPage and RMS Users' conduct answerable "in one stroke" for the proposed Class as a whole. *Dukes*, 564 U.S. at 350, 360. Plaintiffs seek to prohibit that conduct—(1) the collection and use of nonpublic competitor lease transaction data in generating rental prices through RealPage RMS or comparable platforms; (2) direct and indirect exchanges (including directly among RMS Users and indirectly through RealPage) of nonpublic lease transaction data between RMS Users; and (3) adoption-rate monitoring, pricing-advisor enforcement, and auto-accept functionality tied to competitor-data-driven rental prices. Courts certify injunctive relief classes where, as here, a single injunction would benefit the entire Class by barring common unlawful conduct. *See, e.g., In re Nat'l Football League's Sunday Ticket Antitrust Litig.*, 2023 WL 1813530, at *13–14 (C.D. Cal. Feb. 7, 2023); *In re College Athlete NIL Litig.*, 2023 WL 7106483, at *6 (N.D. Cal. Sept. 22, 2023).

Finally, the injunctive-relief class complements—and is analytically distinct from—the damages class. The Rule 23(b)(3) class compensates past overcharges, while the Rule 23(b)(2) class halts the ongoing mechanism that produces them. Plaintiffs seek no monetary relief through the (b)(2) class, so *Dukes* is not implicated. 564 U.S. at 360–61. And certifying both damages and injunctive relief classes is routine in antitrust litigation. *See, e.g., Pork*, 2024 WL 2060386, at *28; *In re NASDAQ Mkt.-Makers Antitrust Litig.*, 169 F.R.D. 493, 515 (S.D.N.Y. 1996).

VII. CONCLUSION

Plaintiffs respectfully request that the Court certify the proposed Class, appoint Interim Co-Lead Class Counsel as Co-Lead Class Counsel, and appoint Plaintiffs as Class Representatives.

Dated: October 2, 2026

/s/ Anthony A. Orlandi

Tricia R. Herzfeld (#26014)
Anthony A. Orlandi (#33988)
**HERZFELD SUETHOLZ GASTEL LENISKI
AND WALL, PLLC**
1920 Adelia St., Suite 300
Nashville, TN 37212
Telephone: (615) 800-6225
tricia@hsglawgroup.com
tony@hsglawgroup.com

Liaison Counsel

Patrick J. Coughlin
Carmen A. Medici
Heidi B. Weaver
Bridget Gramme
SCOTT+SCOTT ATTORNEYS AT LAW LLP
600 West Broadway, Suite 3300
San Diego, CA 92101
Telephone: (619) 798-5325
Facsimile: (619) 233-0508
pcoughlin@scott-scott.com
cmedici@scott-scott.com
hweaver@scott-scott.com
bgramme@scott-scott.com

Patrick McGahan
Amanda F. Lawrence
Michael Srodoski
G. Dustin Foster
SCOTT+SCOTT ATTORNEYS AT LAW LLP
156 South Main Street
P.O. Box 192
Colchester, CT 06145
Telephone: (860) 537-5537
Facsimile: (860) 537-4432
pmcgahan@scott-scott.com
alawrence@scott-scott.com
msrodoski@scott-scott.com
gfoster@scott-scott.com

Matthew J. Perez
Daniel F. Loud
Fatima Brizuela
SCOTT+SCOTT ATTORNEYS AT LAW LLP
230 Park Ave., 24th Floor
New York, NY 10169
Telephone: (212) 223-6444
matt.perez@scott-scott.com
dloud@scott-scott.com
fbrizuela@scott-scott.com

Stacey Slaughter
Thomas J. Undlin
Geoffrey H. Kozen
J. Austin Hurt
Caitlin E. Keiper
Navy A. Thompson
Sam R. Black
Eric P. Barstad
ROBINS KAPLAN LLP
800 LaSalle Avenue, Suite 2800
Minneapolis, MN 55402
Telephone: (612) 349-8500
Facsimile: (612) 339-4181
sslaughter@robinskaplan.com
tundlin@robinskaplan.com
gkozen@robinskaplan.com
ahurt@robinskaplan.com
ckeiper@robinskaplan.com
nthompson@robinskaplan.com
sblack@robinskaplan.com
ebarstad@robinskaplan.com

Swathi Bojedla
Daniel J. Walker
HAUSFELD LLP
1200 17th Street, Suite 600
Washington, DC 20036
Telephone: (202) 540-7200
sbojedla@hausfeld.com
dwalker@hausfeld.com

Gary I. Smith, Jr.

Samuel Maida
HAUSFELD LLP
580 California Street, 12th Floor
San Francisco, CA 94111
Tel: (415) 633-1908
gsmith@hausfeld.com
smaida@hausfeld.com

Mindee Reuben
HAUSFELD LLP
325 Chestnut Street, Suite 900
Philadelphia, PA 19106
Telephone: (215) 985-3270
mreuben@hausfeld.com

Shayla J. Harris
Jacob R. Leiken
Mary Frances Brown
HAUSFELD LLP
33 Whitehall St., 14th Fl.
New York, NY 10004
Telephone: (646) 357-1100
sharris@hausfeld.com
jleiken@hausfeld.com
mbrown@hausfeld.com

Interim Co-Lead Counsel

Eric L. Cramer
Michaela L. Wallin
Taylor Hollinger
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-3000
ecramer@bm.net
mwallin@bm.net
thollinger@bergermontague.com

Brendan P. Glackin
Dean M. Harvey
Jules A. Ross
**LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP**
275 Battery Street, Suite 2900
San Francisco, CA 94111
Telephone: 415-956-1000
bglackin@lchb.com
dharvey@lchb.com
jross@lchb.com

Mark P. Chalos
Hannah R. Lazarz
Kenneth S. Byrd
**LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP**
222 2nd Avenue South, Ste. 1640
Nashville, TN 37201
(615) 313-9000
mchalos@lchb.com
hlazarz@lchb.com
kbyrd@lchb.com

Benjamin J. Widlanski
Robert J. Neary
Cameron A. Moody
Brandon M. Sadowsky
**KOZYAK TROPIN &
THROCKMORTON LLP**
2525 Ponce de Leon Blvd., 9th Floor
Coral Gables, Florida 33134
Telephone: (305) 372-1800

Christian P. Levis
Vincent Briganti
Peter Demato
Radhika Gupta
Nicole A. Veno
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 997-0500
Facsimile: (914) 997-0035
vbriganti@lowey.com
clevis@lowey.com
pdemato@lowey.com
rgupta@lowey.com
nveno@lowey.com

Christopher M. Burke
Yifan (Kate) Lv
Amelia F. Burroughs
Rachel Steyer
BURKE LLP
402 W. Broadway, Suite 1890
San Diego, CA 92101
Telephone: (619) 369-8244
Facsimile (314) 241-3525
cburke@burke.law
klv@burke.law
afb@burke.law
rsteyer@burke.law

Joseph R. Saveri
Cadio Zirpoli
Kevin E. Rayhill
Alexandra S. Fernandez
SAVERI LAW FIRM, LLP
550 California St., Ste. 910
San Francisco, CA 94104
Telephone: (415) 500-6800
jsaveri@saverilawfirm.com
czirpoli@saverilawfirm.com
krayhill@saverilawfirm.com
afernandez@saverilawfirm.com

Jennifer W. Sprengel

bwidlanski@kttlaw.com
rn@kttlaw.com
cmoody@kttlaw.com
bsadowsky@kttlaw.com

Daniel O. Herrera
Nyrán Rose Rasche
Kaitlin Naughton
Mohammed A. Rathur
Christopher P. Dolotosky
**CAFFERTY CLOBES MERIWETHER &
SPRENGEL LLP**
135 S. LaSalle, Suite 3210
Chicago, IL 60603
Telephone: 312-782-4880
Facsimile: 312-782-4485
jsprengel@caffertyclobes.com
dherrera@caffertyclobes.com
nrash@caffertyclobes.com
knaughton@caffertyclobes.com
mrathur@caffertyclobes.com
cdolotosky@caffertyclobes.com

Plaintiffs' Steering Committee Counsel for Plaintiffs

APPENDIX A

Class Definition

All persons and entities in the U.S. and its territories who paid rent on at least one Multifamily Rental²⁵ unit in the Core Based Statistical Areas listed below directly to any owner, manager and/or owner operator (including to any division, subsidiary, predecessor, agent or affiliate of any owner, manager and/or owner-operator) on a property subject to a license for RealPage's RMS—Lease Rent Options, YieldStar and/or AI Revenue Management—during the period of October 18, 2018 through July 31, 2024:

Atlanta-Sandy Springs-Roswell, GA
Austin-Round Rock-San Marcos, TX
Baltimore-Columbia-Towson, MD
Baton Rouge, LA
Birmingham, AL
Boston-Cambridge-Newton, MA-NH
Bridgeport-Stamford-Danbury, CT
Charleston-North Charleston, SC
Charlotte-Concord-Gastonia, NC-SC
Chattanooga, TN-GA
Chicago-Naperville-Elgin, IL-IN
Colorado Springs, CO
Dallas-Fort Worth-Arlington, TX
Denver-Aurora-Centennial, CO
Durham-Chapel Hill, NC
Greensboro-High Point, NC
Greenville-Anderson-Greer, SC
Houston-Pasadena-The Woodlands, TX
Jacksonville, FL
Las Vegas-Henderson-North Las Vegas, NV
Los Angeles-Long Beach-Anaheim, CA
Miami-Fort Lauderdale-West Palm Beach, FL
Mobile, AL
Nashville-Davidson-Murfreesboro-Franklin, TN
North Port-Bradenton-Sarasota, FL
Orlando-Kissimmee-Sanford, FL
Oxnard-Thousand Oaks-Ventura, CA
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix-Mesa-Chandler, AZ
Portland-Vancouver-Hillsboro, OR-WA
Raleigh-Cary, NC
Richmond, VA

²⁵ Professionally managed conventional multifamily rental properties with 50 or more rental units, excluding other types of multifamily rental housing, such as student housing, military housing, senior living, and 100 percent affordable or Section 8 housing.

Riverside-San Bernardino-Ontario, CA
Sacramento-Roseville-Folsom, CA
Salt Lake City-Murray, UT
San Antonio-New Braunfels, TX
San Diego-Chula Vista-Carlsbad, CA
San Francisco-Oakland-Fremont, CA
San Jose-Sunnyvale-Santa Clara, CA
Santa Rosa-Petaluma, CA
Savannah, GA
Seattle-Tacoma-Bellevue, WA
Shreveport-Bossier City, LA
Tampa-St. Petersburg-Clearwater, FL
Tucson, AZ
Washington-Arlington-Alexandria, DC-VA-MD-WV
Worcester, MA

Specifically excluded from this Class are Opt-Outs; Plaintiffs' and Defendants' attorneys and staff; Plaintiffs' and Defendants' experts and their staff; Defendants; any entity licensing RealPage's RMS, the officers or directors of any entity licensing RealPage's RMS and any entity in which any entity licensing RealPage's RMS has a controlling interest; any affiliate, legal representative, heir or assign of any entity licensing RealPage's RMS; federal, state, or local governments; states and their subdivisions, agencies, and instrumentalities; any judicial officer presiding over this Action and the members of his/her immediate family and judicial staff; and any juror assigned to this Action.

CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2026, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the email addresses denoted on the Electronic Mail Notice List.

/s/ Anthony A. Orlandi
Anthony A. Orlandi