

PHILADELPHIA COURT OF COMMON PLEAS
PETITION/MOTION COVER SHEET

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March Term, 2025
Month Year
No. 01907

COLBOURNE ETAL VS ODIN PROPERTIES LLC
ETAL

Name of Filing Party:
CASEY ALLISON-PLF
DAWN COLBOURNE-PLF
PORTER GRANT-PLF

INDICATE NATURE OF DOCUMENT FILED:

☐ Petition (Attach Rule to Show Cause) ☒ Motion
☐ Answer to Petition ☐ Response to Motion

Has another petition/motion been decided in this case? ☒ Yes ☐ No
Is another petition/motion pending? ☐ Yes ☒ No

If the answer to either question is yes, you must identify the judge(s):
JUDGE CRUMLISH

TYPE OF PETITION/MOTION (see list on reverse side) MOTION FOR COUNSEL FEES		PETITION/MOTION CODE (see list on reverse side) MTCNF
ANSWER / RESPONSE FILED TO (Please insert the title of the corresponding petition/motion to which you are responding):		
I. CASE PROGRAM OTHER PROGRAM Court Type: <u>CLASS ACTION</u> Case Type: <u>CLASS ACTION</u>	II. PARTIES (required for proof of service) (Name, address and telephone number of all counsel of record and unrepresented parties. Attach a stamped addressed envelope for each attorney of record and unrepresented party.) DANIEL UREVICK-ACKELSBERG PUBLIC INTEREST LAW CENTER 2 PENN CENTER, SUITE 802 1617 JOHN F. KENNEDY BLVD. , PHILADELPHIA PA 19103 ODIN PROPERTIES LLC 1500 MARKET ST., #3310E , PHILADELPHIA PA 19102 ODIN MANAGEMENT LLC 1500 MARKET ST., #3310E , PHILADELPHIA PA 19102 FERNROCK APARTMENTS 2 LP 1500 MARKET ST., #3310E , PHILADELPHIA PA 19102 PT FERNROCK APARTMENTS 2 LLC 1500 MARKET ST., #3310E , PHILADELPHIA PA 19102	
III. OTHER		

By filing this document and signing below, the moving party certifies that this motion, petition, answer or response along with all documents filed, will be served upon all counsel and unrepresented parties as required by rules of Court (see PA. R.C.P. 206.6, Note to 208.2(a), and 440). Furthermore, moving party verifies that the answers made herein are true and correct and understands that sanctions may be imposed for inaccurate or incomplete answers.

(Attorney Signature/Unrepresented Party)

September 28, 2026
(Date)

MADISON J. GRAY
(Print Name)

(Attorney I.D. No.)

The Petition, Motion and Answer or Response, if any, will be forwarded to the Court after the Answer/Response Date.
No extension of the Answer/Response Date will be granted even if the parties so stipulate.

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Settlement Class Counsel

DAWN COLBOURNE, CASEY ALLISON,
PORTER GRANT, and all others similarly
situated,

Plaintiffs,

v.

ODIN PROPERTIES LLC, et al.,

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

MARCH TERM, 2025

NO. 1907

CLASS ACTION

**PLAINTIFFS' MOTION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS AND
SERVICE AWARDS TO SETTLEMENT CLASS REPRESENTATIVES**

Pursuant to the Pennsylvania Rules of Civil Procedure 1700 *et seq.*, Plaintiffs Dawn Colbourne, Casey Allison, and Porter Grant (collectively, "Plaintiffs") move this Honorable Court for an award of attorneys' fees to Settlement Class Counsel and service awards to each of the three Settlement Class Representatives. Plaintiffs respectfully request that this Court:

1. Award to the Public Interest Law Center attorneys' fees in the amount of \$20,000 payable directly by Defendants, separately from the common fund created by the Settlement Agreement; and

2. Award \$2,000 to each of the three Settlement Class Representatives (Dawn Colbourne, Casey Allison, and Porter Grant) for their service in this action, for a total of \$6,000, payable directly by Defendants, separately from the common fund created by the Settlement Agreement.

In support of this Motion, Plaintiffs rely on the accompanying Memorandum and Joint Declaration of Daniel Urevick-Ackelsberg and Jeannine M. Kenney.

Dated: September 28, 2026

Respectfully submitted,

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COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

MARCH TERM, 2025

NO. 1907

CLASS ACTION

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR AN AWARD
OF ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS TO SETTLEMENT
CLASS REPRESENTATIVES**

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MATTER BEFORE THIS COURT

Plaintiffs' Motion for an Award of Attorneys' Fees and Costs and Service Awards to Settlement Class Representatives.

STATEMENT OF QUESTIONS INVOLVED

Under Pennsylvania Rule of Civil Procedure 1717 and *In re Bridgeport Fire Litigation*, 5 A.3d 1250 (Pa. Super. Ct. 2010), and considering (1) the efforts expended and risks undertaken by Settlement Class Counsel and Settlement Class Representatives in litigating this action and (2) a settlement agreement that provides, on average, more than \$2,000 in total benefits per Settlement Class Member, should the Court grant Plaintiffs' motion?

Suggested Answer: Yes.

INTRODUCTION

This is an action against the former owners and operators of Philadelphia's Bentley Manor apartment building. The Named Plaintiffs, on behalf of a class of Bentley Manor tenants, alleged that Defendants unlawfully charged and collected rent from Bentley Manor tenants between December 14, 2024 and at least March 2025 despite unaddressed safety violations, contravening local housing and state consumer protection laws. After a year of hard-fought negotiations, Plaintiffs and Defendants reached a Settlement Agreement that resolves the claims with excellent results for the Settlement Class: it provides more than \$140,000 in debt forgiveness and cash payments to the 68 Settlement Class Members for rent owed or paid during the period of non-compliance, amounting to a recovery of more than 60 percent of damages originally claimed and an average economic benefit of \$2,085.16 per Settlement Class Member (including, on average, more than \$1,000 in cash refunds to tenants that paid their rent during the class period.). The Court preliminarily approved the Settlement in July 2026 and appointed the Plaintiffs' attorneys as

Settlement Class Counsel and the Named Plaintiffs as Settlement Class Representatives. The Final Approval Hearing is scheduled for October 26, 2026.

Plaintiffs now respectfully request that the Court approve their application for service awards of \$2,000 to each Settlement Class Representative and for an award of \$20,000 in attorneys' fees to the Public Interest Law Center. The awards are warranted by Settlement Class Counsel's persistent and successful work on this matter and the Settlement Class Representatives' efforts in, and dedication to, seeking meaningful relief for their neighbors.

The award of attorneys' fees and costs is appropriate under Pennsylvania Rule of Civil Procedure 1717 because Settlement Class Counsel spent hundreds of hours in the investigation, prosecution, and settlement of this litigation, bringing creative legal claims under complex local rental laws and producing exceptional results for the Settlement Class. The proposed \$20,000 award is also reasonable under both the percentage-of-recovery and lodestar methods employed by Pennsylvania courts. If the attorneys' fee and cost petition is approved, the Public Interest Law Center will use the entirety of funds in service of its non-profit mission to provide free legal services to vulnerable populations in the Philadelphia area. Hausfeld LLP, serving *pro bono* in this litigation, seeks no part of any approved award.

The service awards to the Settlement Class Representatives Dawn Colbourne, Casey Allison, and Porter Grant (a grandmother, a Philadelphia police officer, and a SEPTA transit operator, respectively) are likewise appropriate. Each participated in the investigation, searched for and produced documents for Settlement Class Counsel to aid their investigation, kept counsel advised on the building conditions, supervised the pleadings and settlement process, and often served as a liaison to the absent putative class members—their neighbors. They undertook these efforts despite the risk of retaliation that any tenant might face when suing their landlord.

BACKGROUND¹

I. The Litigation

This action arose from Settlement Class Counsel’s investigation, with the assistance of the Settlement Class Representatives, of conditions at Bentley Manor in Philadelphia’s West Oak Lane neighborhood. It revealed that in mid-November 2024, the City of Philadelphia Department of Licenses and Inspections (“L&I”) issued a Notice of Violation declaring the building to be an “unsafe structure” due to dangerous conditions, including “loose and missing bricks” and a “leaning parapet” that created an immediate danger or hazard to health and safety. Compl. ¶ 48, No. 250301907 (Mar. 13, 2025). L&I directed Defendants to obtain a make-safe permit and undertake efforts to make the structure safe. *Id.* ¶ 49. Defendants neither appealed the violations within the one-month appeal period nor made the building safe to the satisfaction of L&I, until repairs were finally made on or around April 28, 2025. *Id.* ¶¶ 50–51; Am. Compl. ¶¶ 59–62, No. 250301907 (June 18, 2025). Thus, for more than four months, Defendants charged and collected rent from Bentley Manor tenants despite the building’s active, unsafe status.

On March 13, 2025, Plaintiffs filed their complaint against Defendants on behalf of themselves and a class of similarly situated tenants for, among other things, violations of Philadelphia’s Certificate of Rental Suitability Law and Philadelphia’s Rental License Law. Compl. ¶¶ 5–7, 95–114. Specifically, Plaintiffs alleged that a property owner who fails to correct a code violation related to the fitness and habitability of the property within thirty days (absent an appeal) loses “the right to . . . collect rent during or for the period of noncompliance[.]” *Id.* ¶¶ 60–61. Plaintiffs sought monetary, declaratory and injunctive relief and, under the Pennsylvania Unfair

¹ The background of this litigation and the proposed settlement is set forth at length in Plaintiffs’ Motion for Preliminary Approval.

Trade Practices and Consumer Protection Law, trebled damages and attorneys' fees. Defendants made repairs to Bentley Manor on or around April 28, 2025, which cleared the L&I violations, mooted Plaintiffs' request for an order for repair of the property. Am. Compl. ¶ 81.

Defendants filed their Preliminary Objections to the original Complaint on May 15, 2025, while settlement negotiations were ongoing between the Parties (as detailed further below). Plaintiffs filed an Amended Complaint on June 18, 2025, to address Defendants' Preliminary Objections but maintained all their claims. Am. Compl. ¶¶ 109–68. Defendants have vigorously disputed Plaintiffs' allegations as a matter of fact and law throughout this litigation.

II. The Settlement Negotiations and Final Agreement

In late March 2025, the Parties began working in good faith to resolve this litigation. Joint Decl. of Daniel Urevick-Ackelsberg & Jeannine M. Kenney ("Joint Decl.") ¶¶ 15. In early August 2025, after more than four months of professional but sometimes contentious arms-length negotiations involving multiple teleconferences among counsel and conferral with the Named Plaintiffs, the Parties reached an agreement-in-principle to resolve this action on a class-wide basis. *Id.* ¶¶ 15–19. They accordingly sought and received a stay of the litigation to memorialize the agreement and finalize its details. Order, No. 250301907 (Aug. 6, 2025).

As negotiations over details of the settlement agreement were ongoing, however, Defendants sold Bentley Manor to a non-party in January 2026. Joint Decl. ¶ 22. Following information exchanges regarding the terms of the sale and an assessment of its impact on the agreement-in-principle, the Parties restarted negotiations to address this development in the Settlement papers and to negotiate a cooperation agreement with the new non-party owner, which ultimately resulted in direct cash payments to Settlement Class Members who paid rent. *Id.* In April 2026, following several more rounds of negotiations to further revise the draft Settlement

Agreement, the Parties entered into a final Settlement Agreement, which incorporates a separate Cooperation Agreement with Bentley Manor's new non-party owner. *Id.*

III. The Settlement Benefits and Attorney Fee Provisions

The Settlement Agreement offers \$141,791.07 in direct monetary benefits to the Settlement Class through debt relief and cash refunds related to tenancy between December 14, 2024, and April 28, 2025 (the "Relevant Time Period"). Settlement Agreement ¶¶ 1, 10–11 (available at Ex. B, Mot. For Prelim. Approval (June 12, 2026)); Joint Decl. ¶ 6. Under the terms of the Settlement Agreement, Defendants must forgive any unpaid rent or late fees charged to Settlement Class Members for tenancy at Bentley Manor during the Relevant Time Period. Settlement Agreement ¶¶ 7–10. This debt relief totals \$66,791.07 if no Settlement Class Members exclude themselves from the Settlement. Joint Decl. ¶ 7. Defendants have also agreed to provide \$75,000 in cash refunds to be allocated *pro rata* based on the amount of rent and associated late fees that each Settlement Class Member paid for tenancy during the Relevant Time Period compared to the total of \$165,624.81 in rent and associated late fees paid by all Settlement Class Members for tenancy during the Relevant Time Period. Settlement Agreement ¶¶ 11–14; Joint Decl. ¶ 7.

Barring exclusions from the Settlement Class, the debt relief and cash refunds provide a recovery of approximately 61 percent of the alleged damages (all rent and late fees charged during the Relevant Period) that the Settlement Class suffered because of Defendants' alleged conduct. *Id.* In exchange, all Settlement Class Members (other than those who exclude themselves) will fully release any claims and causes of action asserted in, or that could have been asserted in, the Amended Complaint against all released persons as defined by the Settlement Agreement.² Settlement Agreement ¶ 47.

² In their Motion for Preliminary Approval, Plaintiffs reported that total debt relief was

Under the Agreement, Plaintiffs may petition the Court for up to \$20,000 for attorneys' fees and costs and for service awards of \$2,000 to each of the three Settlement Class Representatives, payable separately by Defendants. Settlement Agreement ¶¶ 20–23. These amounts, which do not affect the Settlement Class's recovery, were negotiated after the Parties reached agreement on the relief provided to Settlement Class Members. Joint Decl. ¶ 31.

IV. The Court's Preliminary Approval, Class Notice and Final Approval Hearing

On July 27, 2026, this Court granted preliminary approval of the Parties' proposed Settlement Agreement. In addition, this Court certified the Settlement Class; appointed the Public Interest Law Center and Hausfeld LLP as Settlement Class Counsel; appointed Named Plaintiffs Dawn Colbourne, Casey Allison, and Porter Grant as Settlement Class Representatives; appointed Angeion Group, LLC as Settlement Administrator; and ordered the Parties to comply with additional deadlines and adhere to the approved Notice Plan. Order, No. 250301907 (July 27, 2026).

Under the Notice Plan approved by the Court, the Settlement Administrator was required to provide Notice to Settlement Class Members via email and First-Class U.S. mail to the current address of current Bentley Manor tenants, or the last known email and U.S. mail addresses of former Bentley Manor tenants. Settlement Agreement ¶ 28. The Notice informed the Settlement Class Members of their right to exclude themselves from or object to the proposed settlement, attorneys' fees, and service awards. Joint Decl. ¶ 11. The Notice also explained that Plaintiffs were

\$66,891.07 and the total of rent and fees charged to the Settlement Class during the Relevant Period was \$170,663.46. Non-anonymized rental data provided by Defendants following Preliminary Approval by the Court revealed total debt relief to be slightly lower at \$66,791.07 and that total rent and late fees paid was \$165,624.81 because one of the tenants is an entity and thus does not qualify as a Settlement Class Member under the Settlement Class Definition. *See* Pls.' Mot. for Prelim. Approval at 10, No. 250301907 (June 12, 2026) (defining "Tenants" as "natural persons").

seeking \$2,000 in service awards to the Settlement Class Representatives and up to \$20,000 in attorneys' fees and costs. *Id.* ¶ 10. Notices were mailed to the class on September 4, 2026, along with an individualized statement of the benefits each member was estimated to receive. *Id.* ¶ 9.

Under this Court's Order, requests for exclusion and objections must be postmarked no later than October 12, 2026. As of this filing date, no Settlement Class Member has objected to the Settlement Agreement or requested exclusion. *Id.* ¶ 11.

LEGAL STANDARD

Section 2503(8) of the Pennsylvania Judicial Code authorizes attorney fee awards under the traditional common fund doctrine, when, as here, the common fund is within the court's jurisdiction. *Jones v. Muir*, 515 A.2d 855, 858–59 (1986); 42 Pa.C.S. § 2503(8); *see also Couy v. Nardei Enters.*, 587 A.2d 345, 346 (Pa. Super. Ct. 1991) (finding that attorneys' fees may be awarded from a fund created as a result of a class action that is within the court's jurisdiction).

In determining an appropriate fee award, Pennsylvania Rule of Civil Procedure 1717 sets forth five non-exhaustive factors for the Court to consider:

- (1) the time and effort reasonably expended by the attorney in the litigation;
- (2) the quality of the services rendered;
- (3) the results achieved and benefits conferred upon the class or upon the public;
- (4) the magnitude, complexity, and uniqueness of the litigation; and
- (5) whether the receipt of a fee was contingent on success.

Pa. R.C.P. 1717.³

Courts also evaluate a proposed award of attorneys' fees using the percentage-of-recovery and lodestar methodologies "to ensure that an award that would be acceptable under one approach

³ Pa. R.C.P. 1717 was re-numbered from Pa. R.C.P. 1716 in 2012.

is not entirely inappropriate under another approach.”⁴ *Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C.4th 502, 559 (Phila. Com. Pl. 2002); *see also Pa. Orthopaedic Soc. v. Indep. Blue Cross*, No. 0002, 2004 WL 2445370, at *2 (Pa. Com. Pl. Sept. 7, 2004) (applying Rule 1717 factors and both the percentage-of-recovery and lodestar methods).

Under the percentage-of-recovery method, courts calculate the requested attorneys’ fees as a fraction of the total common fund recovered. *See In re Cendant Corp. PRIDES Litig.*, 243 F.3d 722, 732 (3d Cir. 2001). When a separate fund to pay attorneys’ fees has been created as part of a settlement, courts calculate the size of the common fund for purposes of the percent-of-recovery method as including the total of the amount of attorneys’ fees and the value of all other benefits to the Class. *See, e.g., Milkman*, 61 Pa. D. & C.4th at 567 (“Under the percentage of recovery method, a court must first make a reasonable estimate the value of recovery made [sic], including proposed fees, from which it can determine the relationship between the recovery and the attorneys’ fees.”) Awards of between 20 to 30 percent of the common fund are typical. *Id.* at 568 (discussing fees in antitrust and securities class actions); *see also In re Nat’l Football League Players’ Concussion Inj. Litig.*, No. 12-MD-02323, 2018 WL 1635648, at *3, *5 (E.D. Pa. Apr. 5, 2018) (finding that “[w]here . . . a defendant has voluntarily undertaken the establishment of a separate fund to pay class counsel’s costs and fees, the case is most appropriately reviewed as a common fund case” and calculating the constructive fund by adding attorneys’ fees and all other benefits to the fund created for payment of the settlement class), *aff’d in part, remanded in part on other grounds*, 814

⁴ The Third Circuit has observed that “[t]he percentage-of-recovery method is generally favored in cases involving a common fund, and is designed to allow courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure” while “[t]he lodestar method is more commonly applied in statutory fee-shifting cases” *In re Cendant Corp. PRIDES Litig.*, 243 F.3d 722, 732 (3d Cir. 2001) (quoting *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 333 (3d Cir. 1998)) (certain internal quotations omitted); *see also Milkman*, 61 Pa. D. & C.4th at 559 n.39.

F. App'x 678 (3d Cir. 2020); *Erby v. Allstate Fire & Cas. Ins. Co.*, No. 18-CV-4944, 2022 WL 14103669, at *13 n.17 (E.D. Pa. Oct. 24, 2022) (holding the same).⁵

Under the lodestar methodology, counsel's lodestar (i.e., hours worked multiplied by reasonable hourly rates) is compared to the requested fee award. *See, e.g., Erby*, 2022 WL 14103669, at *16; *In re Linerboard Antitrust Litig.*, No. 98-CV-5055, 2004 WL 1221350, at *15-16 (E.D. Pa. June 2, 2004).

Lastly, “[w]hether to grant incentive awards [to named plaintiffs] is in the discretion of the trial court.” *Milkman*, 61 Pa. D. & C.4th at 571 (citing *Montgomery v. Aetna Plywood Inc.*, 231 F.3d 399, 408 (7th Cir. 2000)); *see also In re Bridgeport Fire Litig.*, 5 A.3d 1250, 1257–58 (Pa. Super. Ct. 2010) (“[I]ncentive awards are not uncommon in class action litigation and particularly where . . . a common fund has been created for the benefit of the entire class.”) (quoting *Milkman*, 61 Pa. D. & C.4th at 570); *Leary v. McGowen Enters., Inc.*, No. 17-CV-2070, 2018 WL 4961593, at *6 (E.D. Pa. Oct. 15, 2018) (incentive awards “may be awarded for the benefit conferred on the class”). Courts may consider a host of factors in determining an incentive award, including: risk to the representative plaintiff in commencing litigation, both financially and otherwise; personal difficulties encountered by the representative plaintiff; the extent of the representative plaintiff's personal involvement in the lawsuit in terms of discovery responsibilities; the duration of the litigation; and the representative plaintiff's personal benefit (or lack thereof) purely in her capacity

⁵ Federal cases interpreting the federal class action Rule of Civil Procedure 23 (as well as the rules themselves) can have a persuasive value in Pennsylvania courts. *See McMonagle v. Allstate Insurance Co.*, 331 A.2d 467, 471–72 (Pa. 1975). Looking to Federal Rule of Civil Procedure 23 is especially justified herein because Pennsylvania Rule 1714 “incorporates the provisions present in federal Rule 23(e)” which governs the settlement and dismissal of federal class actions. Pa. R.C.P. 1714, Explanatory Comment (1977).

as a member of the class. *In re Bridgeport Fire Litig.*, 5 A.3d at 1257–58; *see also Hall v. Accolade, Inc.*, No. 17-CV-3423, 2020 WL 1477688, at *10 (E.D. Pa. Mar. 25, 2020) (same).

ARGUMENT

I. The Court should grant the proposed attorneys’ fee award.

The five Rule 1717 factors as well as the percentage-of-recovery and lodestar approaches all support approval of the requested attorneys’ fee award of \$20,000.

A. The Rule 1717 factors weigh in favor of the fee award.

Time and Effort. Settlement Class Counsel expended 779.6 total hours to bring and prosecute this litigation, including factual investigation, legal drafting, and extensive settlement negotiations. *See generally* Joint Decl. ¶¶ 12–28.⁶ Importantly, this litigation arises solely from Settlement Class Counsel’s investigation; no public report or investigation of the potential claims preceded this litigation. Settlement Class Counsel devoted significant time and effort to investigating the violations over a three-month period by interviewing tenants of Bentley Manor, searching public records, and developing the legal theories underlying the claims. *Id.* ¶ 12. They spoke with approximately two dozen potential class members, including Named Plaintiffs, conducted a thorough factual investigation, made multiple site visits, consulted with an expert, and collected relevant documents. *Id.* Once the facts were developed, Settlement Class Counsel then invested time researching potential legal claims and formulating a Complaint. *Id.* ¶ 13. Settlement Class Counsel also invested significant time and effort in extensive arm’s length settlement negotiations that lasted more than a year. *Id.* ¶¶ 15–22. The negotiations included numerous exchanges of legal positions and proposals via video conference, phone and email, as well as

⁶ This amount excludes time for individuals who worked fewer than 20 hours on this matter and excludes time spent on this Motion and the accompanying Declaration, Joint Decl. ¶¶ 27–28.

exchanges of anonymized information about potential class members' rent obligations to verify representations regarding rent charged and to ensure adequate relief to the Settlement Class. *Id.* In addition, as the negotiations were ongoing, Settlement Class Counsel participated in a case management conference with this Court, drafted and filed an Amended Complaint in response to Defendants' Preliminary Objections, incorporated a non-party into the discussions after learning that Defendants sold Bentley Manor during pendency of the litigation, conducted due diligence to verify that certain terms of the sale would not interfere with the Settlement benefits, and drafted the Settlement Agreement itself. *See id.* ¶¶ 14, 17, & 22.

Quality of Services. Class Counsel worked diligently to provide high-quality legal services to the Settlement Class, commensurate with Class Counsel's experience in complex litigation in furtherance of the public interest. The Public Interest Law Center is a fifty-seven-year-old impact litigation nonprofit that has litigated numerous class actions and high-impact and multi-plaintiff cases across a number of subject areas, on behalf of low-income Pennsylvania residents.⁷ At the outset of this case, the Law Center invited to its litigation team Hausfeld LLP, a global law firm that specializes in class actions, with offices in five locations in the United States, including Philadelphia, and seven locations in Europe. Joint Decl. ¶ 3. Hausfeld agreed to provide its significant complex litigation experience *pro bono*. Hausfeld has a track record in both complex federal litigation as well as Philadelphia-centric impact litigation, including litigation with the Public Interest Law Center against a Southwest Philadelphia auto body shop for nuisance (*Bell v.*

⁷ *See, e.g., William Penn Sch. Dist. v. Pa. Dep't of Educ.*, 294 A.3d 537 (Pa. Commw. Ct. 2023) (multi-plaintiff action declaring Pennsylvania's system of school funding unconstitutional); Order Granting Pls.' Mot. For Final Approval of Class Action Settlement ¶ 16 (ECF No. 49), *Baker v. Ross*, No. 17-CV-4274 (E.D. Pa. Feb. 25, 2017) (appointing Public Interest Law Center as class counsel on behalf of renters in case regarding interplay between Phila. Code §§ 9-3902-3 and federal consumer law).

Al-Khatib, No. 230402661 (Phila. Com. Pl. 2023)) and work on behalf of the Commonwealth and the City of Philadelphia against the gun manufacturer GLOCK for deceptive marketing (*Commonwealth v. GLOCK, Inc.*, No. 240900628 (Phila. Com. Pl. 2024)).⁸

The Law Center also worked to secure the *pro bono* services of Angeion Group, LLC, a prominent settlement administrator headquartered in Philadelphia, as the Administrator of this Settlement to further save the resources, and increase the recovery, of the proposed Settlement Class. Joint Decl. ¶ 23.

Throughout this litigation, Settlement Class Counsel employed their experience and resources to thoroughly investigate the claims, to conduct exhaustive legal research to identify claims with the highest likelihood of success on the merits, to draft and file high-quality pleadings, to conduct hard-fought settlement negotiations, and to draft and file a comprehensive motion for preliminary approval of the settlement with an accompanying notice plan which this Court has since granted. Joint Decl. ¶¶ 23, 25. Settlement Class Counsel were able to negotiate a settlement efficiently and effectively due to the quality of work performed. *Esslinger v. HSBC Bank Nevada, N.A.*, No. 10-CV-3213, 2012 WL 5866074, at *13 (E.D. Pa. Nov. 20, 2012) (awarding attorneys' fees in class action where, *inter alia*, counsel were experienced, competent, efficient, and effective advocates for their class); *Boone v. City of Phila.*, 668 F. Supp. 2d 693, 714 (E.D. Pa. 2009)

⁸ Hausfeld LLP currently holds court-appointed leadership positions in dozens of complex cases across the country involving economic and social justice issues, including in Philadelphia. *See, e.g., Anaya v. Cencora, Inc.*, No. 24-CV-2961, ECF Nos. 75, 135-1 & 139 (E.D. Pa.) (appointed interim co-lead class counsel and Settlement Class Counsel for a class of more than 10 million class members whose personal healthcare information was compromised in a data breach which resulted in a \$40 million settlement); *In re Generic Pharmaceutical Pricing Antitrust Litig.*, No. 16-MDL-2724, ECF Nos. 2171, 3520-1, 3706, 3695-1, 3697-1, 3913-1, 3974 (E.D. Pa.) (appointed to Plaintiffs Steering Committee in multidistrict litigation alleging dozens of pharmaceutical companies agreed to fix prices of more than 100 generic drugs which has resulted in settlements totaling over \$530 million thus far).

(awarding fees where counsel were experienced, “[t]he submissions made . . . were thorough and of high quality” and “class counsel worked effectively and efficiently to bring this action to settlement”).

Settlement Class Counsel provided these high-quality services to the proposed Settlement Class while facing sophisticated corporate Defendants with the will and financial resources to present a robust defense, and who were also represented by highly qualified and experienced defense counsel. *See In re Avandia Mktg., Sales Practices and Prods. Liab. Litig.*, No. 07-MD-01871, 2012 WL 6923367, at *5 (E.D. Pa. Oct. 19, 2012) (considering “the performance and quality of opposing counsel” as a factor in awarding attorneys’ fees); *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 121 (D.N.J. 2012) (concluding the skill and efficiency of the attorneys involved favored approval of attorneys’ fees in part because the settling defendants were represented by experienced attorneys from prominent law firms).

Results Achieved. Settlement Class Counsel achieved exceptional results for the Settlement Class in this litigation: \$141,791.07 in direct monetary benefits. Joint Decl. ¶ 7. First, all Settlement Class Members who had any alleged outstanding rent or late fees for tenancy at Bentley Manor over a period of more than four months will have 100 percent of those alleged debts erased under the Agreement. This amounts to \$66,791.07 in total forgiven debt (assuming no exclusions). *Id.* ¶ 26. Second, the Settlement provides \$75,000 in cash reimbursements to Settlement Class Members who paid any amount of rent or associated late fees for tenancy during the Relevant Time Period, which will be distributed proportionate to the total amount paid by all Settlement Class Members for tenancy during that Period (\$165,624.81), resulting in a nearly 50% recovery of rent paid. *Id.* ¶ 7. Thus, barring any exclusions, the \$141,791.07 in debt relief and cash refunds under the Proposed Settlement represents approximately 61% of all monetary damages

sought in the Complaint—all rent and late fees owed or paid for tenancy during the Relevant Time Period (\$165,624.81 in rent paid and \$66,791.07 in rent owed). The 68 Settlement Class Members will receive, on average, monetary benefits of \$2,085.16. per Settlement Class Member. *Id.* ¶ 7. Importantly, Settlement Class Members need not take any action to obtain these benefits. *Id.*

Given the inherent risks of litigation, including that Settlement Class Members could receive nothing if the litigation continues, the Settlement is an excellent result. Indeed, courts have found comparable or even lower recoveries to be exceptional. *See, e.g., Morgan v. Pub. Storage*, 301 F. Supp. 3d 1237, 1250–51 (S.D. Fla. 2016) (finding recovery of 20 percent of damages to be sought at trial to be an “excellent result”); *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1350 (S.D. Fla. 2011) (finding recovery of 9 to 45 percent of claimed damages provided “substantial value”). Indeed, while at least one other similar settlement of a class action has delivered total debt forgiveness for allegedly owed rent, Settlement Class Counsel believe that the proposed Settlement’s cash refunds represent the largest ever per-tenant refund for claims arising under the Philadelphia Property Maintenance Code. Joint Decl. ¶ 8; *see also* Final Approval Order, *Pasley v. Eastwick Joint Venture, LLC*, No. 211201045 (Phila. Com. Pl. Feb. 18, 2025) (approving class settlement for renters in Philadelphia Property Maintenance Code action, which provided debt relief for all class members and a \$100 voucher for 132 class members).

Magnitude, Complexity, and Uniqueness. This litigation also entailed complexity and unique challenges, entailing complex issues of housing, consumer, and class action law. For example, in their Preliminary Objections and negotiations alike, Defendants averred that the claim for monetary relief for violations of Philadelphia’s Rental License Law and Certificate of Rental Suitability Law was unsustainable because, they argued, the statute purportedly provides a private right of action only for prospective, not monetary, relief. Defs.’ Mem. in Support of Prelim. Objs.

at 11, No. 1709 (May 15, 2025). While Plaintiffs strongly disagree with that view, the lack of a substantial body of caselaw interpreting the statute injected uncertainty and risk into the litigation. This required creativity and foresight on the part of Settlement Class Counsel to anticipate likely defenses and to avoid pitfalls in asserting claims on behalf of a proposed class. In addition, “[m]ost class actions are inherently complex [with] costs, delays and multitude of other problems associated with them.” *Milkman*, 61 Pa. D. & C.4th at 542–43. In particular, setting aside the legal merit of the claims, class certification can be challenging, particularly with respect to the claims pleaded under the UTPCPL. *Id.* at 538.

Fee Contingent on Success. Lastly, the receipt of a fee was contingent on success in this litigation, as the Public Interest Law Center provides only free legal services to its clients. Thus, Class Counsel undertook this case with the risk that no recovery would be guaranteed, weighing in favor of the proposed fee award. *In re Bridgeport Fire Litig.*, 8 A.3d 1270, 1289 (Pa. Super. Ct. 2010) (finding counsel’s work on a contingency basis warranted fee award). The contingency nature of the litigation is magnified here where the Law Center, a legal aid non-profit, has limited resources in the face of strong demand for its services.

B. The percentage-of-recovery method weighs in favor of the fee award.

The percentage-of-recovery approach confirms that the requested fee award is appropriate. As an initial matter, under the Settlement Agreement, Settlement Class Counsel’s requested award would be paid separately from the funds dedicated to the Settlement Class, meaning the fee award would have no impact on the Settlement Class’s negotiated recovery. Settlement Agreement ¶ 20; *see also Alvarez v. BI Inc.*, No. 16-CV-2705, 2020 WL 1694294, at *7 n.7 (E.D. Pa. Apr. 6, 2020) (noting approvingly that “attorneys’ fees and costs were negotiated separately from the substantive

terms of the Settlement Agreement and do not come out of or decrease the payment” to class members) (internal quotations omitted).

Second, when considering the totality of the benefits created by the Settlement, including debt relief, rent refunds, attorneys’ fees amounts, and service awards, a \$20,000 fee award represents just 12 percent of the total recovery of \$167,791.07 that Defendants have agreed to pay or forgive to resolve these claims. These percentages fall well below the typical percentages courts find reasonable using the percentage-of-recovery method, which generally ranges from 20 to 30 percent. *Milkman*, 61 Pa. D. & C.4th at 568 (noting that “[t]his fee percentage would often be higher on a proportional basis for modest recoveries”); *see also Ann. Manual for Complex Lit.* § 14.121 (“Attorney fees awarded under the percentage method are often between 25% and 30% of the fund.”). Thus, an award of 12 percent of the common fund, far below percentages typically awarded, is reasonable. *See Milkman*, 61 Pa. D. & C.4th at 569.

In addition to a reasonable fee, Courts often also permit reimbursement of counsel’s out-of-pocket litigation expenses under the common fund doctrine. *See, e.g., Waldner v. Shulman*, No. 86-CV-7381, 1989 WL 100184, at *3 (E.D. Pa. Aug. 28, 1989). Here, although Class Counsel’s litigation expenses totaled \$348.35, *see* Joint Decl. ¶ 29, Class Counsel is seeking only the requested \$20,000 fee award.

C. The lodestar method weighs in favor of the fee award.

The lodestar method also supports the requested fee award of \$20,000. Under this method, “courts . . . ‘cross-check’ the percentage fee award against the lodestar method.” *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005), *as amended* (Feb. 25, 2005). “The lodestar award is calculated by multiplying the number of hours reasonably worked on a client’s case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys.” *Id.* Courts assess the degree to which

the requested fee award is a multiple of the value of attorneys' fees for services actually provided to the class and "have often found a multiplier of three or higher to be reasonable in a class action setting." *Milkman*, 61 Pa. D. & C.4th at 566–67 (citing cases). Fee requests that are lower than the lodestar invested in the litigation are known as "negative multipliers" and strongly "suggest[s] the reasonableness of the request." *In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig.*, 333 F.R.D. 364, 389 (E.D. Pa. 2019) (finding proposed fee award with a negative multiplier of .195—i.e., just 19.5 percent of total lodestar—suggests the reasonableness of the fee request).

Here, the Law Center's lodestar is \$183,155.00 for 489.6 hours of legal work conducted between inception of the investigation through August 2026 (not including the time spent preparing this motion). Joint Decl. ¶ 27. The Law Center's reasonable billing rates are consistent with the fee schedule guide published by Community Legal Services of Philadelphia ("CLS") that many courts look to. *See, e.g., King v. Nat'l R.R. Passenger Corp.*, No. 23-CV-3883, 2025 WL 1257254, at *2 (E.D. Pa. May 1, 2025); *Lynch v. Tasty Baking Co.*, No. 23-CV-4445, 2024 WL 4530111, at *4 (E.D. Pa. Oct. 18, 2024).⁹

The requested \$20,000 fee award therefore represents just 11 percent—a negative multiplier of .11—of the lodestar the Law Center invested in this litigation.¹⁰ The award comfortably passes using the lodestar methodology for assessing the reasonableness of a fee award request.

⁹ CLS' guide is available at *Attorney Fees*, Comm. Legal Servs. of Phila., <https://clsphila.org/about-community-legal-services/attorney-fees/>. Notably, the suggested rates "do not reflect any adjustment for contingency." *Id.*

¹⁰ As noted, Hausfeld is not seeking any portion of the fee award. If Hausfeld's lodestar were included in this calculation, the proposed fee award would be only 5 percent of the lodestar invested by both law firms in this litigation, or a negative multiplier of .05.

II. The Court should grant the proposed Settlement Class Representative service awards.

Class Counsel requests that the Court grant service awards of \$2,000 each to Settlement Class Representatives Dawn Colbourne, Casey Allison, and Porter Grant. Courts regularly grant such requests in recognition of the time, effort, and risks borne by class representatives in addition to the benefits they confer on the absent class members they represent. *See, e.g., Milkman*, 61 Pa. D. & C.4th at 575 (approving awards of \$10,000, \$7,500, and \$5,000 for class representatives and explaining the public policy reasons in favor of incentive awards); *Rosza v. Firstcredit, Inc.*, No. C-48-CV-2021-05878, 2026 WL 2186433 at *4 (Pa. Com. Pl. June 24, 2026) (finding an incentive award of \$2,000 appropriate even though named plaintiff neither had to appear in court nor be deposited); *In re Plastic Tableware Antitrust Litig.*, No. 94-CV-3564, 1995 WL 723175, at *2 (E.D. Pa. Dec. 4, 1995) (approving “incentive payments of \$3,000 to each class member in addition to their proportionate share of the settlement fund”); *In re Janney Montgomery Scott LLC Fin. Consultant Litig.*, No. 06-MD-3202, 2009 WL 2137224, at *12 (E.D. Pa. 2009) (approving \$20,000 per named plaintiff for their efforts and accepted risks and collecting similar cases).

The factors that Courts may consider in determining an appropriate incentive award include: risk to the representative plaintiff in commencing the litigation; personal difficulties encountered by the representative plaintiff; the extent of the representative plaintiff’s personal involvement in the lawsuit in terms of discovery responsibilities; the duration of the litigation; and the representative plaintiff’s personal benefit (or lack thereof) purely in her capacity as a member of the class. *See In re Bridgeport Fire Litig.*, 5 A.3d at 1258.

Here, these factors weigh in favor of the requested service award. The Settlement Class Representatives have been active participants in the litigation since the inception of the investigation more than eighteen months ago. Joint Decl. ¶¶ 34–37. In that time, they provided

interviews and information to Settlement Class Counsel; searched for, gathered, produced, and preserved documents; kept Settlement Class Counsel apprised of the conditions at the building and the state of disrepair as the litigation proceeded; reviewed and approved the complaints and the settlement proposals and advised Settlement Class Counsel on both; stayed current on the progress of the case; shared information about ongoing issues at Bentley manor with Settlement Class Counsel; and served as liaisons with absent class members—their neighbors. *Id.* ¶¶ 35–37. Each Settlement Class Representative made these efforts despite knowing that they may ultimately receive no recovery, and despite the risk of retaliation inherent for any tenant suing a current (or, as the litigation progressed here, a former) landlord. *Cf. Brown v. Progressions Behav. Health Servs., Inc.*, No. 16-CV-6054, 2017 WL 2986300, at *7 (E.D. Pa. July 13, 2017) (approving \$10,000 service awards to named plaintiffs for “being actively involved in the litigation since before it was commenced,” “provid[ing] the information and documents that formed the basis for the lawsuit,” and being “willing to assume the risk associated with being a named plaintiff in a class action lawsuit against their current employer”).

Courts have approved similar service awards for comparable efforts. *See, e.g., Rosza*, 2026 WL 2186433, at *4 (finding an incentive award of \$2,000 appropriate where plaintiff undertook risk but did not appear in court or sit for deposition); *Sourovelis v. City of Phila.*, 515 F. Supp. 3d 321, 340–41 (E.D. Pa. 2021) (approving a “modest” incentive award of \$2,500 and noting that “one study of incentive awards granted between 2006 and 2011 indicates that the median incentive award in the United States was \$5,250”) (citing *Newberg & Rubenstein on Class Actions* § 17:8 (6th ed.)).

And as with the requested attorneys’ fees award, the Settlement Class Representative service awards were negotiated with Defendants after the Parties reached agreement on relief for

the proposed Settlement Class. Joint Decl. ¶ 31. Settlement Class Members were also apprised in the mailed Notice that Plaintiffs would be seeking service awards for the Class Representatives. *Id.* ¶ 10.

The Settlement Class Representatives have been instrumental to the success of this litigation and are deserving of these service awards, which are in keeping with amounts that courts regularly approve.

CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant the Motion for an Award of Attorneys' Fees and Costs and Service Awards to Settlement Class Representatives.¹¹

Dated: September 28, 2026

Respectfully submitted,

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¹¹ In an abundance of caution, Plaintiffs have submitted a proposed order to this Motion. However, a comprehensive proposed order, approving all aspects of settlement in this matter, will be filed with Plaintiffs' forthcoming motion for final approval.

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Settlement Class Counsel

DAWN COLBOURNE, CASEY ALLISON,
PORTER GRANT, and all others similarly
situated,

Plaintiffs,

v.

ODIN PROPERTIES LLC, et al.,

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

MARCH TERM, 2025

NO. 1907

CLASS ACTION

JOINT DECLARATION OF DANIEL UREVICK-ACKELSBERG
AND JEANNINE M. KENNEY

Daniel Urevick-Ackelsberg and Jeannine M. Kenney jointly declare as follows:

1. On July 27, 2026, the Court granted preliminary approval of a class action settlement in this litigation and approved the plan to provide Notice of the Settlement to the Settlement Class and the Form of Notice. The Court also appointed the Public Interest Law Center and Hausfeld LLP as Settlement Class Counsel and appointed Named Plaintiffs Dawn Colbourne, Casey Allison, and Porter Grant as Settlement Class Representatives.

2. The undersigned submit this Joint Declaration in their capacity as Settlement Class Counsel in support of Plaintiffs' Motion for an Award of Attorneys' Fees and Costs and Service Awards to Settlement Class Representatives. Daniel Urevick-Ackelsberg is a Senior Attorney at the Public Interest Law Center and Jeannine M. Kenney is a partner in Hausfeld LLP.

3. The Public Interest Law Center is a fifty-seven-year-old impact litigation nonprofit that has litigated numerous class actions and high-impact and multi-plaintiff cases, across a number of subject areas, on behalf of low-income Pennsylvania residents. Hausfeld LLP is a global law firm that specializes in class actions, with offices in five locations in the United States, including Philadelphia, and seven locations in Europe.

4. The undersigned make this declaration pursuant to 42 Pa.C.S. § 6201. The facts contained herein are true based upon the undersigned's personal knowledge, books and records, communications by and among Settlement Class Counsel and the Court-appointed Settlement Administrator and Settlement Class Representatives, and information received from counsel for Defendants. The undersigned have been actively involved in prosecuting and resolving this Action, are familiar with its proceedings, and have personal knowledge of the matters set forth herein. If called upon and sworn as witnesses, the undersigned would and could competently testify thereto.

5. Unless otherwise defined herein, all capitalized terms have the same meaning ascribed to them in the April 2, 2026 Settlement Agreement. Ex. B, Pls.' Mot. for Prelim. Approval (June 12, 2026).

The Proposed Settlement

6. If finally approved, the proposed Settlement would fully resolve this action. The combined value of the Settlement, including the settlement relief for Settlement Class Members

(\$141,791.07) and the separate payment by Defendants of the requested attorneys' fees award (\$20,000) and Settlement Class Representative service awards (\$6,000), is \$167,791.07.

7. If no proposed Settlement Class Members exclude themselves from the Settlement, the total number of Settlement Class Members will be 68 and the total amount of monetary settlement relief for Proposed Class Members will be **\$141,791.07**. The 68 Settlement Class Members will receive, on average, monetary benefits of \$2,085.16. per class member. The total relief is the sum of the outstanding debt owed by Settlement Class Members for tenancy at Bentley Manor during the Relevant Time Period, all of which Defendants will forgive (**\$66,791.07**), plus the total amount of cash payments that Defendants will pay to Settlement Class Members (**\$75,000.00**) who paid rent or late fees for tenancy during the Relevant Time Period. For reference, the total amount of rent and lates fees paid by Settlement Class Members for tenancy at Bentley Manor during the Relevant Time Period was **\$165,624.81**, and the total amount charged by Defendants to Settlement Class Members for tenancy at Bentley Manor during the Relevant Time Period was **\$232,415.88**. These amounts were derived from the Settlement Data provided by Defendants in accordance with this Court's Order. The Settlement Agreement thus returns or forgives approximately 61 percent of all rent and late fees charged for tenancy at Bentley Manor during the Relevant Time Period. Under the Settlement Agreement, Settlement Class Members are not required to file a claim to receive a rent refund or debt forgiveness.

8. The proposed Settlement was the product of nearly 13 months of arms' length negotiations between Settlement Class Counsel and counsel for the Defendants, as further explained below. Settlement Class Counsel had a thorough understanding of the strengths and weaknesses of the claims asserted in the action at the time that they reached the proposed

Settlement. While at least one other similar settlement of a class action has delivered total debt forgiveness for allegedly owed rent, Settlement Class Counsel believes that the proposed Settlement's cash refunds represent the largest ever per-tenant refund for claims arising under the Philadelphia Property Maintenance Code.

9. On September 4, 2026, the Settlement Administrator mailed individualized direct notice of the Settlement Agreement and the amounts each Settlement Class Member was entitled to claim to Settlement Class Members.

10. The Class Notice informed the Settlement Class that Settlement Class Counsel would apply for an award of attorneys' fees and litigation expenses of up to \$20,000 and service awards to the Settlement Class Representatives of \$2,000 each, and that those awards, if permitted by the Court, will be paid by Defendants separately from the Settlement Amount and thus does not reduce the amount of benefits Settlement Class Members will receive.

11. The Class Notice also informed the Settlement Class of their right to object to the proposed settlement, attorneys' fees, and/or service awards, as well as their right to exclude themselves from the Settlement Class. The deadline to object or to request exclusion from the Settlement is October 12, 2026. As of this date, Settlement Class Counsel are not aware of any requests for exclusion or objections to the Settlement Agreement, the requested attorneys' fees award, or the requested Settlement Class Representative service awards.

Settlement Class Counsel's Actions

12. Prior to filing the original Complaint, Settlement Class Counsel engaged in an investigation into the facts supporting Plaintiffs' claims. The investigation included supervising initial interviews with more than twenty tenants, conducting follow up interviews with approximately ten tenants, making multiple site visits to the Property, taking over one hundred

photos, and consulting an expert. It also included reviewing relevant documents provided to Settlement Class Counsel by the Settlement Class Representatives and Settlement Class Members, including leases, rent collection notices, and inspection reports. And it included reviewing public records in connection with this investigation, including documents from Philadelphia's Department of Licenses and Inspections and Department of Records, and requesting additional documents from the City of Philadelphia through a "Right to Know" request.

13. Upon completion of their factual investigation, Settlement Class Counsel conducted extensive legal research into the potential claims and defenses relevant to this litigation.

14. After approximately three months of investigation, Settlement Class Counsel filed the Complaint on March 13, 2025, asserting claims on behalf of a proposed class under Philadelphia's Certificate of Rental Suitability Law, Phila. Code § 9-3903, Philadelphia's Rental License Law, Phila. Code § 9-390, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 et seq. ("UTPCPL"), and the Pennsylvania Fair Credit Extension Uniformity Act, 73 P.S. § 2270.3 ("FCEUA"). Settlement Class Counsel then served the Complaint on Defendants. After filing the Complaint, Settlement Class Counsel continued its factual investigation of the relevant issues.

15. On or around March 25, 2025, Settlement Class Counsel and counsel for Defendants began preliminary discussions toward resolution of the dispute. These discussions consisted of multiple phone calls and email exchanges between Settlement Class Counsel and counsel for Defendants.

16. On or around April 11, 2025, counsel for Defendants provided an initial settlement offer along with a detailed memorandum of Defendants' view of the claims and defenses. After the Settlement Class Representatives' review of the proposal, Settlement Class Counsel responded on or around April 18, 2025, explaining that the offer was insufficient. The parties resumed negotiations but could not reach resolution.

17. On May 15, 2025, Defendants filed Preliminary Objections to the original Complaint. The parties agreed to an extension of time for Plaintiffs to respond to Defendants' Preliminary Objections so they could continue to negotiate resolution of the matter. As Settlement Class Counsel prepared their Amended Complaint, the parties agreed to continue engaging with one another toward settlement. On June 18, 2025, Plaintiffs filed an Amended Complaint rather than respond directly to Defendants' Preliminary Objections.

18. On July 3, 2025, the Parties jointly agreed to extend the time for Defendants to respond to the Amended Complaint to facilitate further settlement negotiations. The Parties agreed to an additional extension of Defendants' deadline to August 5, which this Court subsequently approved.

19. The parties exchanged written settlement proposals with one another on June 10, June 12, and July 7, July 11, July 23, July 30, July 31, and August 1, 2025.

20. After these continued intense negotiations, on August 5, 2025 the Parties then stipulated to a stay of all case deadlines because the Parties had reached a settlement agreement in principle and were negotiating a written agreement. The Court entered that stipulation on August 7, 2025.

21. The Parties then worked diligently over the course of an additional eight months to finalize the written terms of the Settlement Agreement. In accordance with the executed Term

Sheet, counsel for Defendants shared a redacted spreadsheet with Settlement Class Counsel, showing the amounts that tenants of Bentley Manor were charged or had paid in rent and other fees for tenancy during the relevant period of the litigation, which Settlement Class Counsel reviewed and analyzed, and identified errors and inconsistencies in the data, resulting in iterations of the data reports. The Parties exchanged drafts of the Settlement Agreement on at least seven occasions: for example, on September 29, October 30, November 12, December 2, December 8, December 10, and December 22, 2025.

22. In early January 2026, Settlement Class Counsel independently discovered that Defendants sold Bentley Manor to a non-party, which they then confirmed with counsel for Defendants. Settlement Class Counsel conducted research to understand how the sale might affect the near-to-final settlement agreement, including requesting information on relevant terms of the sale transaction, and continued negotiations for further modification of the agreement with counsel for Defendants. In a subsequent series of email exchanges and phone calls, the parties then negotiated amendments to the un-finished settlement agreement to reflect Defendants' sale of Bentley Manor and the cooperation of the non-party new building owner. Additional edits to the draft settlement agreement and cooperation agreement were exchanged by the parties on January 22, February 27, and April 1, 2026. The Parties reached final agreement on April 2, 2026, and Settlement Class Representatives approved and signed the Settlement Agreement.

23. Settlement Class Counsel secured the *pro bono* services of Angeion Group, LLC, a prominent settlement administrator headquartered in Philadelphia, to provide *pro bono* Notice and Settlement Administration services. Settlement Class Counsel later worked with Angeion to develop a proposed notice plan and draft proposed forms of notice.

24. Following the execution of the Settlement Agreement, Settlement Class Counsel continued to draft and edit a Motion for Preliminary Approval of the Settlement, which included a detailed memorandum, multiple declarations, and multiple exhibits. Settlement Class Counsel filed the Motion for Preliminary Approval on June 12, 2026.

25. This Court approved of the Motion for Preliminary Approval on July 27, 2026. Since then, Settlement Class Counsel have worked with counsel for Defendants to review the de-anonymized data showing the amounts that proposed Settlement Class Members were charged or paid in rent and fees during the Relevant Period of this litigation. Settlement Class Counsel have also worked with the Settlement Administrator to finalize Direct Notice and effectuate the Notice Plan.

Common Fund Calculation and Settlement Class Counsel's Time and Expenses

26. The Common Fund created by the Settlement Agreement, including the amount of unpaid rent forgiven (\$66,791.07), the amount of rent reimbursed (\$75,000), the proposed fee and costs award (\$20,000), and the proposed service awards (\$6,000), is \$167,791.07. The proposed attorneys' fees and costs award represents just 12 percent of the Common Fund. Excluding the amounts for attorneys' fees and costs from the Common Fund calculation, the proposed attorneys' fees and costs award still represents just 14 percent of the Common Fund.

27. As of August 31, 2026, the total lodestar (hours multiplied by billable rates) for the Public Interest Law Center ("PILC") in this litigation is **\$183,155.00**. This amount was derived by taking the **489.6 total hours** spent on this litigation by all PILC attorneys involved in the matter (excluding individuals who worked fewer than 20 hours on this matter, and excluding

time spent on this Declaration and the accompanying Motion), multiplied by each attorney's billable rate.¹

Public Interest Law Center (PILC) Lodestar <i>Colbourne v. Odin Properties LLC, No. 1907</i>				
Individual	Position	Rate	Hours	Lodestar
Urevick-Ackelsberg, Dan	Senior Attorney	\$ 575.00	147.0	\$ 84,525.00
Gray, Madison	Staff Attorney	\$ 300.00	176.6	\$ 52,980.00
Mania, Olivia	Staff Attorney	\$ 275.00	166.0	\$ 45,650.00
			489.6	\$ 183,155.00

28. As of August 31, 2026, the total lodestar (hours multiplied by billable rates) for Hausfeld LLP attorneys in this litigation is **\$205,569.50**. This amount was derived by taking the **290.0 total hours** spent on this litigation by all Hausfeld attorneys working on the matter (excluding individuals who worked fewer than 20 hours on this matter, and excluding time spent on this Declaration and the accompanying Motion), multiplied by each attorney's billable rate in 2025 and 2026.

Hausfeld LLP Lodestar <i>Colbourne v. Odin Properties LLC, No. 1907</i>							
Individual	Position	2025		2026		Total	
		Hours	Rate	Hours	Rate	Hours	Lodestar
Kenney, Jeannine	Partner	52.8	\$ 960.00	27.5	\$ 1,075.00	80.3	\$ 80,250.50
Beran, Katie	Partner	22.3	\$ 900.00	4.0	\$ 1,050.00	26.3	\$ 24,270.00
Rosset, Claire	Associate	53.9	\$ 625.00	17.8	\$ 675.00	71.7	\$ 45,702.50
Hanna, William	Associate	57.1	\$ 500.00	31.9	\$ 575.00	89.0	\$ 46,892.50
Dorsey, Angel	Paralegal	21.7	\$ 370.00	1.0	\$ 425.00	22.7	\$ 8,454.00
						290.0	\$ 205,569.50

¹ The Public Interest Law Center does not charge its clients. To determine its fees, the Public Interest Law Center uses the CLS Fee Schedule. *See, e.g., Maldonado v. Houstoun*, 256 F.3d 181, 187 (3d Cir. 2001) (approving of use of the CLS fee schedule generally); *see also League of Women Voters of Pennsylvania v. Pennsylvania*, No. 17-CV-5137, 2018 WL 1787211, at *7 (E.D. Pa. Apr. 13, 2018) (eight years prior to this declaration, approving a rate of \$400 an hour as a “a fair median hourly rate for the [Public Interest Law Center] lawyers”).

29. As of this date, the total expenses incurred by Settlement Class Counsel for this litigation is **\$348.35**. The expenses are shown separately for the Public Interest Law Center and Hausfeld LLP below. The Public Interest Law Center incurred **\$206.08** in litigation expenses and Hausfeld LLP incurred **\$142.37** in litigation expenses.

Public Interest Law Center (PILC) Expenses <i>Colbourne v. Odin Properties LLC, No. 1907</i>	
Category	Total
Legal Research (Westlaw & Court Filings)	\$ 122.83
Printing	\$ 83.25
	\$ 206.08

Hausfeld LLP Expenses <i>Colbourne v. Odin Properties LLC, No. 1907</i>	
Category	Total
Legal Research (Westlaw & Court Filings)	\$ 138.55
Printing	\$ 3.72
	\$ 142.37

30. An award of \$20,000 for reimbursement of fees and costs results in a multiplier (awarded fees as a percentage of total fees incurred) of only .11—a negative multiplier when based on PILC’s lodestar (20,000/183,155.00)—meaning that PILC will recover only 11 percent of the fees expended on this matter. If the multiplier calculation includes Hausfeld’s fees, the multiplier plunges to just .05 (20,000/388,724.50), meaning Settlement Class Counsel will recover only 5 percent of the fees expended on this matter.

31. The Settlement Class’s recovery was negotiated by Settlement Class Counsel and Defendants, and approved by the Class Representatives, prior to the negotiation of the requested attorneys’ fees award or the Class Representatives’ service awards. The Settlement Agreement provides that all awards, if approved by the Court, will be paid by Defendants separate from their payment of \$75,000 for rent refunds.

32. If the requested attorneys' fees award is approved, the Public Interest Law Center will use the funds in service of its non-profit mission to provide free legal services to vulnerable populations in the Philadelphia area.

33. Hausfeld LLP has acted *pro bono* throughout this litigation and will take no part of any approved award.

Settlement Class Representatives' Actions

34. During the course of this litigation, each Settlement Class Representative actively participated in the litigation and settlement process.

35. In the investigation stage of this litigation, each Settlement Class Representative provided information to Settlement Class Counsel in the form of multiple interviews. Each Settlement Class Representative also searched for and provided documents to Plaintiffs related to their tenancy at Bentley Manor, such as photos and leases.

36. During the litigation, each Settlement Class Representative agreed to preserve all relevant documents and to make themselves available for discovery, such as depositions and requests for documents. Each Settlement Class Representative also reviewed and approved the Complaint and the Amended Complaint. Each Settlement Class Representative took an active role in supporting the litigation as well, including by sharing information about the ongoing conditions at Bentley Manor and the conduct of the Defendants, and by communicating updates with other tenants of Bentley Manor.

37. Each Settlement Class Representative monitored the progress of settlement negotiations between Settlement Class Counsel and counsel for Defendants. Each Settlement Class Representative considered each of Defendants' settlement offers and independently decided whether to approve or reject them.

38. Throughout the litigation, Settlement Class Representatives were not promised by Settlement Class Counsel that they would receive any award or compensation for their role in this litigation.

I certify under penalty of perjury under the law of the Commonwealth of Pennsylvania that the foregoing is true and correct.

Executed on September 28, 2026 in Philadelphia, Pennsylvania.

/s/ Daniel Urevick-Ackelsberg
Daniel Urevick-Ackelsberg

I certify under penalty of perjury under the law of the Commonwealth of Pennsylvania that the foregoing is true and correct.

Executed on September 28, 2026 in Philadelphia, Pennsylvania.

/s/ Jeannine M. Kenney
Jeannine M. Kenney

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT
CIVIL TRIAL DIVISION**

DAWN COLBOURNE, CASEY ALLISON,
PORTER GRANT, and all others similarly
situated,

Plaintiffs,

v.

ODIN PROPERTIES LLC, et al.,

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

MARCH TERM, 2025

NO. 1907

CLASS ACTION

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS TO SETTLEMENT CLASS
REPRESENTATIVES**

AND NOW, this ____ day of _____, 2026, upon consideration of Plaintiffs' Motion for an Award of Attorneys' Fees and Costs and Service Awards to Settlement Class Representatives (the "Motion,"), the supporting Memorandum of Law, and the supporting Declaration of Daniel Urevick-Ackelsberg and Jeannine M. Kenney (the "Joint Declaration"), it is hereby **ORDERED** that the Motion is **GRANTED** and:

1. This Order incorporates herein and makes part hereof the Motion, the Joint Declaration, and the preliminarily approved Settlement Agreement (available at Ex. B, Pls.' Mot. for Prelim. Approval (June 12, 2026)).
2. The Court hereby awards attorneys' fees and costs to Settlement Class Counsel in the amount of twenty-thousand dollars (\$20,000), which sum the Court finds to be fair and reasonable. The award of attorneys' fees shall be paid directly by Defendants to the Public Interest Law Center, separately from the common fund created by the Settlement Agreement,

after entry of this Judgment and subject to the terms, conditions, and obligations of the Settlement Agreement.

3. The Court hereby awards Settlement Class Representatives Dawn Colbourne, Casey Allison, and Porter Grant two-thousand dollars (\$2,000) each, thereby comprising an aggregate award to the Settlement Class Representatives of six-thousand dollars (\$6,000), which sum the Court finds to be fair and reasonable. The awards are in addition to the Settlement Class Representatives' proportionate share of any settlement benefits to which they are entitled as Settlement Class Members. The awards shall be paid directly by Defendants to the Settlement Class Representatives, separately from the common fund created by the Settlement Agreement, after entry of this Judgment, subject to the terms, conditions, and obligations of the Settlement Agreement.

4. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the preliminarily approved Settlement Agreement, (ii) all parties for the purpose of construing, enforcing, and administering the Settlement Agreement and this Judgment, and (iii) all other matters related or ancillary to the foregoing.

BY THE COURT:

James C. Crumlish III, J.

CERTIFICATE OF SERVICE

I certify that on September 28, 2026, I caused a copy of the foregoing document, together with supporting papers, to be served upon all parties of record via the Court's electronic system.

Dated: September 28, 2026

/s/ Daniel Urevick-Ackelsberg
Daniel Urevick-Ackelsberg (Bar No. 307758)
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