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26  
27 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
28 FOR THE COUNTY OF SONOMA  
29 CIVIL UNLIMITED

30 SHARON FELKER; HERMAN GRISHAVER;  
31 EDGAR CRUZ SORIANO; and JEANACE  
32 ZETINO, individually and on behalf of other  
similarly situated individuals,

Plaintiffs,

vs.

JRK RESIDENTIAL GROUP, INC.; JRK  
PROPERTY HOLDINGS, INC.; and DOES 1-  
100,

Defendants.

Case No.: SCV-267587

**PLAINTIFFS' MEMORANDUM IN  
SUPPORT OF RENEWED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Judge: Hon. Patrick M. Broderick

Date: March 11, 2026, 2025  
Time: 3:00 p.m.  
Dept. 16

Complaint Filed: December 22, 2020  
Trial Date: N/A

**TABLE OF CONTENTS**

I. Introduction ..... 1

II. Summary of the Litigation ..... 1

    A. Factual Allegations ..... 1

    B. Litigation History ..... 2

III. The Settlement Classes ..... 3

IV. The Terms of the Settlement Agreement ..... 4

    A. The Settlement Benefits ..... 4

        1. Monetary Relief to All Settlement Class Members ..... 4

        2. Equitable Relief ..... 5

        3. Debt Relief ..... 6

        4. Catalyst Benefits ..... 6

    B. Notice, Notice Plan, and Claims Administration ..... 7

    C. The Settlement Administration ..... 8

    D. Attorneys’ Fees, Costs, and Service Awards ..... 9

    E. Estimated Net Monetary Recovery for Class Members ..... 10

    F. Released Claims ..... 10

V. Legal Argument ..... 10

    A. The Settlement Should Be Afforded a Presumption of Fairness ..... 10

        1. The Settlement Resulted from Genuine Arm’s-Length Negotiations ..... 10

        2. Extensive Discovery Allows the Court to Make an Informed Decision ..... 11

        3. Class Counsel Are Experienced in Similar Litigation ..... 11

    B. Additional Information Submitted with this Renewed Motion Shows the Reasonableness and Adequacy of the Settlement ..... 12

        1. Total Number of Class Members and the Estimated Range of Recoveries ..... 12

        2. Potential Recovery of Civil Penalties Under the CLRA and Civil Code § 827 ..... 13

        3. Potential Recovery of Punitive Damages ..... 15

        4. Amount of Attorney Fees ..... 16

        5. Litigation Expenses Incurred by Class Counsel ..... 17

        6. Settlement Administration Expenses ..... 17

        7. Declarations Supporting Service Payments to the Class Representatives ..... 18

    C. The Proposed Settlement Classes Should Be Certified and Settlement Class Counsel Should Be Appointed ..... 19

    D. Schedule ..... 19

VI. Conclusion ..... 19

**TABLE OF AUTHORITIES**

**Cases**

*7-Eleven Owners for Fair Franchising v. Southland Corp.*  
 (2000) 85 Cal.App.4th 1135 ..... 13, 14, 15

*Arnold v. California Exposition and State Fair*  
 (2004) 125 Cal.App.4th 498 ..... 17

*Barling v. UEBT Retiree Health Plan*  
 (N.D. Cal., Mar. 7, 2016) 2016 WL 10720433 ..... 18

*Boeken v. Philip Morris, Inc.*  
 (2005) 127 Cal.App.4th 1640 ..... 15

*Carlotti v. ASUS Computer International*  
 (N.D. Cal., Nov. 19, 2019) 2019 WL 6134910 ..... 10

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 (2009) 180 Cal.App.4th 1110 ..... 13

*Cellphone Termination Fee Cases*  
 (2010) 186 Cal.App.4th 1380 ..... 18

*Cidone v. Pinnacle Property Management Services, LLC*  
 (D. Or., Apr. 18, 2023) 2023 WL 11984272 ..... 13, 17

*Davis v. Yelp, Inc.*  
 (N.D. Cal., Jan. 27, 2023) 2023 WL 3063823 ..... 18

*Dunk v. Ford Motor Co.*  
 (1996) 48 Cal.App.4th 1794 ..... 10, 11, 13

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 (2003) 30 Cal.4th 1037 ..... 15

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 (S.D. Cal., June 9, 2020) 2020 WL 3078522 ..... 18

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 (E.D. Cal., Mar. 22, 2024) 2024 WL 1241721 ..... 18

*Kullar v. Foot Locker Retail, Inc.*  
 (2008) 168 Cal.App.4th 116 ..... 11, 12, 16

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 (2010) 186 Cal.App.4th 399 ..... 11, 12, 16

*Nordstrom Com. Cases*  
 (2010) 186 Cal.App.4th 576 ..... 15

*North County Contractor’s Ass’n., Inc. v. Touchstone Ins. Servs.*  
 (1994) 27 Cal.App.4th 1085 ..... 12

*Nozzi v. Hous. Auth. for the City of Los Angeles*  
 (C.D. Cal., Feb. 15, 2018) 2018 WL 1659984 ..... 13, 17

*Pulliam v. HNL Automotive Inc.*  
 (2021) 60 Cal.App.5th 396 ..... 17

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*Wershba v. Apple Computer, Inc.*  
(2001) 91 Cal.App.4th 224 ..... 13, 14, 16

**Other Authorities**

Civ. Code § 827 ..... 14  
Civ. Code § 1671 ..... 2  
Civ. Code § 1780 ..... 13, 14, 15  
Civ. Code § 1947.12 ..... 2  
Civ. Code § 3294 ..... 15  
Code Civ. Proc. § 1021.5 ..... 17  
Penal Code § 396 ..... *passim*  
The History and Origins of the California Consumers Legal Remedies Act,  
2014 WL 9967560 ..... 14  
U.S.D.O.J., Bureau of Justice Statistics, Special Report:  
Punitive Damages Awards in State Courts, 2005 ..... 15

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## **I. INTRODUCTION**

Plaintiffs SHARON FELKER, HERMAN GRISHAVER, EDGAR CRUZ SORIANO, and JEANACE ZETINO (“Plaintiffs”) file this renewed motion for preliminary approval of a settlement reached with Defendants JRK RESIDENTIAL GROUP, INC. and JRK PROPERTY HOLDINGS, INC. (“JRK” or “Defendants”) in this class action. On August 27, 2025, this Court entered an order denying Plaintiffs’ initial motion for preliminary approval, but did so without prejudice. In its order, the Court stated that it required further information to evaluate the proposed settlement, which Plaintiffs now respectfully provide.

Below and in the supporting declarations by counsel, Plaintiffs and the president of JRK Residential Group, Inc. filed with this renewed motion, Plaintiffs provide the Court with details regarding the total number of class members, the potential statutory and punitive damages recoveries, the range of estimated recoveries, and further information regarding non-monetary benefits. Plaintiffs also provide additional details regarding settlement administration costs, the attorney fees to be requested by Class Counsel, litigation costs, and the service awards to be requested for Plaintiffs. With this information, Plaintiffs believe the Court can analyze in full the fairness, reasonableness, and adequacy of the proposed settlement. Accordingly, Plaintiffs respectfully request that the Court grant their renewed motion for preliminary approval of the settlement of this action.

## **II. SUMMARY OF THE LITIGATION**

### **A. Factual Allegations**

JRK operates numerous multifamily rental housing facilities across the country. During the relevant period, it operated 14 apartment properties with over 4,000 units in California (the “JRK California Apartments”). Plaintiffs and the proposed settlement class were tenants in JRK’s residential rental units during the relevant time periods.

During and after the wildfires that devastated California beginning in 2017, the State’s governors declared multiple states of emergency. In Los Angeles, Sonoma, and Ventura Counties, where some JRK apartment properties are located, these declarations made it unlawful to rent or offer housing for a price more than 10 percent greater than the price charged immediately prior to the emergency proclamation. (Penal Code § 396(b).) Plaintiffs contend JRK raised rents above the permissible 10 percent during the states of emergency in these counties. To support their contention, Plaintiffs rely on JRK’s electronic tenant ledger data and other tenant database reports.

1           Additionally, Plaintiffs allege that JRK’s historical rental data reveal rent increases that  
2 violate the Tenant Protection Act of 2019 (Civ. Code § 1947.12) (“TPA”). The TPA, which took  
3 effect January 1, 2020, caps rent increases for most housing on a statewide basis. Under the law,  
4 annual increases are capped at either 5 percent plus the percentage change in a government-  
5 determined consumer price index or 10 percent, whichever is lower. Plaintiffs claim JRK internal  
6 data show rent increases that violated this statute at the JRK California Apartments.

7           Plaintiffs further contend that JRK’s standard form leases included terms that allowed it  
8 to charge tenants fees for late rent and failing to carry renters’ insurance. These terms, according  
9 to Plaintiffs, constituted invalid liquidated damages provisions. (Civ. Code § 1671.) JRK  
10 database reports show that it charged those contested fees at the JRK California Apartments  
11 throughout the relevant time period.

## 12           **B. Litigation History**

13           In December 2020, Plaintiffs filed a class action complaint in Sonoma County. The Court  
14 overruled a demurrer and motion to strike filed by JRK on March 18, 2022. (Order on JRK’s  
15 Demurrer, entered Mar. 18, 2022.) On August 7, 2024, the Court granted Plaintiffs’ motion for  
16 class certification in its entirety and denied JRK’s motion for summary adjudication. (Orders  
17 entered August 7, 2024.) Plaintiffs filed a Second Amended Complaint (the operative complaint)  
18 on May 10, 2024. (Second Amended Complaint, filed May 10, 2024.) On June 6, 2024, JRK  
19 filed its Answer to Plaintiffs’ Second Amended Complaint. (JRK’s Answer, filed June 6, 2024.)

20           The parties have been actively engaged in class and merits discovery for several years.  
21 Both sides have propounded and responded to extensive written discovery. (Declaration of Kevin  
22 M. Osborne in Support of Plaintiffs’ Renewed Motion for Preliminary Approval (“Osborne  
23 Dec.”), filed herewith, ¶ 3.) The parties have produced hundreds of thousands of pages of  
24 records, including policy manuals, leasing documents and rental data produced from querying  
25 JRK’s property management databases. (*Id.*) Plaintiffs have taken five depositions, and JRK  
26 deposed all four named Plaintiffs. (*Id.*)

27           Several issues in the litigation are unresolved. On November 12, 2024, before the parties  
28 reached a settlement, JRK moved to compel absent class members to arbitration pursuant to  
29 arbitration provisions in its leases. The motion has not been fully briefed and remains undecided.  
30 JRK also indicated it intended to move for class decertification. (*See* JRK’s Response to  
31 Plaintiffs’ Motion for Preliminary Approval, p. 3, filed August 13, 2025.) JRK further stated that,  
32 should Plaintiffs succeed at trial, it intended to appeal, at a minimum, the Court’s order granting

1 class certification and challenge the constitutionality of the Governor’s declarations of states of  
2 emergency. (*Id.* at pp. 3-4.) Other unresolved issues include Defendants’ arguments regarding  
3 the scope of Penal Code section 396(b) and (e), and the impact of Civil Code section 1671 on  
4 certain fees JRK charged to class members. These unresolved issues posed potential risks to  
5 Plaintiffs’ ability to recover for themselves or on behalf of absent class members.

6 The parties originally mediated the case in December 2023 with Hon. Ronald Sabraw  
7 (Ret.) of JAMS in Walnut Creek. (Osborne Dec., ¶ 4.) The mediation was unsuccessful, but the  
8 parties agreed to further mediation, which took place in October 2024 with Bruce Friedman,  
9 Esq., of JAMS in Los Angeles. (*Id.*) After a full day of mediation, several weeks of additional  
10 negotiations through Mr. Friedman, and another six months of back-and-forth between the  
11 parties involving dozens of hours of negotiation, the parties finalized a settlement agreement on  
12 June 3, 2025 (the “Settlement”). (*Id.*)

13 On June 20, 2025, Plaintiffs moved the Court for preliminary approval of the settlement.  
14 On August 27, 2025, the Court issued an order denying the motion without prejudice. (Order  
15 Denying Preliminary Approval, August 27, 2025.) The Order identified additional information  
16 that the Court required to analyze the reasonableness and adequacy of the settlement, including:  
17 (1) the total number of class members and their estimated range of recoveries under the  
18 Settlement; (2) the potential recovery of civil penalties under the Consumer Legal Remedies Act  
19 (Civil Code, section 1750, et seq. (“CLRA”)) and Civil Code, section 827(b); (3) the potential  
20 recovery of punitive damages; (4) the amount of attorney fees; (5) the reasonableness of  
21 litigation expenses incurred by Class Counsel; (6) the reasonableness of the projected settlement  
22 administration costs estimate; and (7) declarations supporting service awards to the four class  
23 representatives. (*Id.*) Plaintiffs now renew their motion and provide the additional requested  
24 information below and in supporting declarations.

### 25 III. THE SETTLEMENT CLASSES

26 Plaintiffs request certification of four classes for settlement purposes. These classes are  
27 listed below. Using data provided by JRK and analyzed by Plaintiffs’ expert data analyst,  
28 Plaintiffs estimate the total number of individuals within each class.

29 **Late Fee Class:** All tenants whose leases for JRK California Apartments provide  
30 for a late rent charge and who were charged that late charge on a net basis, from  
31 December 22, 2016 to June 27, 2024. (Ex. A, 1.16.)  
32

1 **RINCO Class:** All tenants whose leases for JRK California Apartments provide for  
2 a fee for a missing renter’s liability insurance policy and who were charged that fee  
3 on a net basis, from December 22, 2016 to June 27, 2024. (Ex. A, 1.29.)

4 **Section 396 Class:** All tenants with initial lease terms of no longer than one year  
5 who were charged rental price increases of more than 10 percent for JRK California  
6 Apartments in Los Angeles, Sonoma, or Ventura Counties during Wildfire Section  
7 396 Protection Periods in those counties. Excluded from this class are tenants of  
8 The Harrison Glendale. (Ex. A, 1.29.)

9 **TPA Class:** All tenants who, from January 1, 2020 to June 27, 2024, were charged  
10 rent increases based on gross rental rates excluding discounts, incentives,  
11 concessions or credits for JRK California Apartments that exceeded the Rental Rate  
12 Caps. Excluded from this class are tenants of Parkside Glen Apartment Homes,  
13 Somerset Glen Senior Apartments, The Harrison Glendale, and Duo Apartments.  
14 Also excluded from this class are tenants of the Serenade at RiverPark whose rent  
15 increased in excess of the Rental Rate Caps before the Serenade TPA Dates. (Ex. A,  
16 1.36.)

17 Based on the current expert analysis of JRK leasing data, Plaintiffs estimate that the total  
18 number of class members is approximately 15,112. There are approximately 9,505 class  
19 members in the Late Fee Class, 7,802 in the RINCO Fee Class, 2,915 class members in the  
20 Section 396 Class and 3,301 in the TPA Class. Many class members—approximately 6,037,  
21 according to that analysis—are in more than one class. (Osborne Dec., ¶¶ 6-7.) The parties will  
22 continue to work cooperatively to confirm these estimates and create a final Class List of all the  
23 persons falling within the definitions of the four classes. (Ex. A, 1.7.)<sup>1</sup>

#### 24 **IV. THE TERMS OF THE SETTLEMENT AGREEMENT**

25 The proposed Settlement provides three main benefits to the class members: a gross  
26 settlement amount of \$4,000,000, equitable relief in the form of ceasing fees for late payment of  
27 rent and RINCO fees for a specified period of years, and debt relief.

##### 28 **A. The Settlement Benefits**

###### 29 *1. Monetary Relief to All Settlement Class Members*

30 First, Defendants will pay a non-reversionary gross settlement amount of \$4 million. (Ex.  
31 A, 2.1.) After all Court-approved deductions are made from the Settlement Amount, the  
32

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<sup>1</sup> Plaintiffs expect that the final Class List may consist of somewhat fewer than 15,000 unique class members owing to possible duplicate tenant entries in JRK leasing records and instances where a class member rented more than one JRK California Apartment during the relevant time periods. (Osborne Dec., ¶ 7.)

1 remaining Settlement Fund will be distributed on a *pro rata* basis among all Settlement Class  
2 Members per the Allocation Plan. (Ex. A, 1.35, 1.3, Ex. 2.) Settlement Class Members will be  
3 identified through JRK’s records and will receive a unique claimant identifier on their notice.  
4 (Ex. A, Ex. 2.) An individual who believes they are a class member but did not receive a notice  
5 with a unique claimant identifier may contact the Settlement Administrator, who will attempt to  
6 verify class membership. (*Id.*) The Settlement Fund will be divided into a Net Settlement Fund  
7 and a smaller Set-Aside Fund of \$41,250, from which individuals who are in collections for  
8 unpaid balances related to the JRK California Apartments and were sent to collections from  
9 January 1, 2022 to June 27, 2024 (“Collections Class Members”) may apply for an additional  
10 \$50.00. (Ex. A, 2.4, Ex. 2.)

11 Settlement Class Members will be advised of their estimated payment amount in the  
12 notice, and their actual *pro rata* share of the Net Settlement Fund will be calculated by the  
13 Settlement Administrator after the Settlement becomes effective. (Ex. A, Ex. 1.) Each Class  
14 Member will be sent an award by check or digital payment representing an amount for their *pro*  
15 *rata* share from the Net Settlement Fund. (Ex. A, Ex. 2.) JRK will provide a list of Collection  
16 Class Members to the Settlement Administrator, who will facilitate a process for class members  
17 to submit a claim for an additional payment of \$50.00 from the Set-Aside Fund. (*Id.*) Any  
18 amount unclaimed and remaining after payments are distributed will either be redistributed to  
19 Settlement Class Members, or, with Court approval, directed to an appropriate *cy pres*  
20 beneficiary. (*Id.*)

## 21 2. *Equitable Relief*

22 Second, JRK will institute or maintain two equitable remedies pursuant to the Settlement  
23 Agreement. The Settlement provides that, for a period of two years starting upon the date of the  
24 Preliminary Approval Order, neither JRK nor any of its affiliates shall charge fees for late  
25 payment of rent to any resident residing at the JRK California Apartments as of the date of the  
26 Preliminary Approval Order. (Ex. A, 2.2.) The Settlement also includes that, for a period of  
27 seven years starting upon the date of the Preliminary Approval Order, neither JRK nor any of its  
28 affiliates shall charge fees for failure to maintain renter’s liability insurance to any resident  
29 residing at the JRK California Apartments as of the date of such Order. (*Id.*) A violation of either  
30 provision by a JRK affiliate shall be considered a breach of the Settlement Agreement. (*Id.*)  
31 These remedial measures will benefit Settlement Class Members and other members of the  
32 public. In 2024, JRK charged approximately \$294,000 in total late fees and \$159,425 in total

1 RINCO fees in California. The average tenure of JRK’s California tenants is approximately 1.8  
2 years. (Declaration of Thomas Manzo Regarding Renewed Motion for Preliminary Approval  
3 [“Manzo Dec.”], ¶¶ 3-5.) Based on these facts, Class Counsel estimate that the monetary value of  
4 this prospective equitable relief is approximately \$800,000.<sup>2</sup> (Osborne Dec., ¶ 19(b).)

5 *3. Debt Relief*

6 Third, JRK has agreed to provide debt relief to all current and former residents of JRK  
7 California Apartments that were sent to collections by JRK or any of its affiliates from January  
8 1, 2017 to December 31, 2021 (“Debt Relief Residents”). (Ex. A, 2.4.) JRK and, as necessary, its  
9 affiliates, will instruct its debt collectors to cease all collection efforts against Debt Relief  
10 Residents. (*Id.*) JRK will not engage in any new collection efforts for these debts and will also  
11 instruct its debt collector(s) to request that any applicable Consumer Reporting Agencies  
12 (“CRAs”) delete all tradelines for the Debt Relief Residents. (*Id.*) The outstanding resident  
13 balances sent to collections for JRK’s California properties from 2017 to 2021 range from  
14 approximately \$1.45 million to \$1.65 million. (Manzo Dec., ¶ 6.) Recognizing that much of this  
15 debt will be time-barred, but also acknowledging the benefit of the express cessation of further  
16 collections and the benefit of the deletion of tradelines, Class Counsel believe that \$350,000.00  
17 (less than 25 percent of the \$1.45 million to \$1.65 million outstanding balance estimated by  
18 JRK) is a fair estimate of the monetary value of these Settlement provisions to Debt Relief  
19 Residents. (Manzo Dec., ¶ 6; Osborne Dec., ¶ 19(c).)

20 Additionally, JRK represents that no more than 825 Settlement Class Members are in  
21 collections for unpaid balances and were sent to collections from January 1, 2022 to June 27,  
22 2024). (Ex. A, 2.4.) JRK will identify each of the Collection Class Members to the Settlement  
23 Administrator. (*Id.*) Collection Class Members will be eligible to claim a further a \$50.00  
24 payment from the Set-Aside Fund—which is separate, and in addition to, the payment they will  
25 receive from the Net Settlement Fund based on their status as a Settlement Class Member. (Ex.  
26 A, Ex. 2.)

27 *4. Catalyst Benefits*

28 In the Settlement Agreement, JRK represents that it has adopted remedial measures in  
29 response to the Litigation, including: (a) reducing the amounts of the individual late fees and  
30

31  
32 <sup>2</sup> (\$294,000 in annual late fees \* 1.8 years) + (\$159,425 in annual RINCO fees \* 1.8 years) =  
\$816,165.

1 RINCO fees charged at the JRK California Apartments; and (b) purchasing and deploying  
2 compliance software Entrata CORE. Class Counsel believe that there was a benefit associated  
3 with decreasing the amounts of individual fees charged, but do not estimate its value. The value  
4 of the software compliance measures may reasonably be estimated to range from \$992,000  
5 (based on an annual cost of \$198,400 for the adoption and use of compliance software  
6 attributable to JRK’s California properties over a five-year period)<sup>3</sup> to as much as \$2.3 million  
7 (which is the estimated total amount of rent overcharges that the compliance software can be  
8 expected to avoid over a five-year period, based on approximately \$2.1 million in rent increases  
9 allegedly in excess of TPA Rental Rate Caps from January 2020 to June 2024).<sup>4</sup> (Manzo Dec.,  
10 ¶ 7; Osborne Dec., ¶ 19(d).)

11 **B. Notice, Notice Plan, and Claims Administration**

12 The proposed Notice, attached to the Settlement Agreement as Exhibit 1, informs class  
13 members in plain language of the pendency and nature of the case, the Settlement terms, and  
14 how to opt out, object, or comment on the Settlement. (Ex. A, Ex. 1.) The proposed Notice  
15 details the distinct groups of class members. (*Id.*) The Notice includes Class Counsel’s contact  
16 information, the address of the settlement website, and the date, time, and place of the Final  
17 Approval Hearing. (*Id.*) The Notice also describes the claims that Settlement Class Members will  
18 release if the Settlement becomes final. (*Id.*)

19 Under the notice plan, the Settlement Administrator will provide the notice via email  
20 and/or U.S. Mail, where a physical mailing address is available. (Ex. A, 3.2.) Given that all class  
21 members are residents or former residents of JRK California Apartments within the last nine  
22 years, the available contact information should be reasonably accurate. Should any emails or  
23 mailed notices be returned undeliverable, the Settlement Administrator will take industry-  
24 standard steps to identify an alternative electronic or physical address by which to effect notice.  
25 (*Id.*) The Settlement Administrator will also create and maintain a settlement website containing  
26 all relevant information and documents regarding the Settlement (including the Notice, Motions  
27  
28  
29

30 <sup>3</sup> \$198,400 annual cost \* 5 years = \$992,000. According to JRK, total Entrata costs  
31 companywide are approximately \$1.24 million annually and California properties make up about  
32 16 percent of its inventory. (Manzo Dec., ¶ 7.) \$1.24 million \* 0.16 = \$198,400.

<sup>4</sup> \$2.1 million estimated total rent overcharges from January 2020 to June 2024 / 4.5 years =  
approximately \$467,000 per year; \$467,000 per year \* 5 years = approximately \$2.33 million.

1 for Preliminary and Final Approval, and, once filed, Class Counsel’s applications for the Fee and  
2 Expense Award and service awards to the class representatives). (Ex. A, 5.4.)

3 In advance of Plaintiffs’ motion for final approval, the Settlement Administrator will  
4 prepare for submission to the Court a declaration attesting to its efforts to distribute the Notice,  
5 the means by which notice was distributed, its receipt of valid requests for exclusion, its inability  
6 to deliver the Notice to any class members, the number of Settlement Class Members, and the  
7 highest estimated award amount to be paid to the Settlement Class Members, along with the  
8 median and mean award payments. (Ex. A, 5.7.) The Settlement Administrator will also prepare  
9 and maintain for counsel, and for the Court if requested, a declaration containing an accounting  
10 of the Settlement Fund. (Ex. A, 5.8.)

### 11 C. The Settlement Administration

12 The parties propose Angeion Group (“Angeion”) to serve as Settlement Administrator,  
13 subject to the Court’s approval. Class Counsel solicited competing bids from settlement  
14 administration companies and discussed with them the notice and distribution plans anticipated  
15 by the parties. (Osborne Dec., ¶ 11.) Following consultation with defense counsel, Class Counsel  
16 ultimately selected the Angeion Group, which initially estimated that the total notice and  
17 administration costs for this matter would not exceed \$70,000. This initial estimate included all  
18 costs associated with Class Member data management, providing direct notice via email or U.S.  
19 Mail, creation and management of the Settlement Website, claims administration, and payment  
20 distribution. Since providing that initial estimate, Defendants have informed Angeion that email  
21 contact information is available for 80 percent class members. (*Id.*)

22 In light of the cost savings associated with email notice compared to hardcopy notice sent  
23 by U.S. Mail, Angeion now estimates that total notice and administration costs to be \$47,619.00.  
24 That revised total is the sum of the following estimated costs: initial project start-up expenses  
25 (\$2,000.00); paper and email notice to approximately 15,000 class members, including postage,  
26 handling, processing undeliverable notices and responding to class member inquiries  
27 (\$11,720.00); website creation and maintenance (\$6,150.00); call center operation (\$2,675.00);  
28 reporting to counsel and the Court and internal project reporting (\$9,000.00); receiving and  
29 processing claims for payments from the Set-Aside Fund (\$1,674.00); distribution of proceeds to  
30 class members by check or electronic payment, including processing undeliverable distributions,  
31 skip tracing and reissuing distributions (\$10,977.00); tax filings and forms for the Qualified  
32 Settlement Fund (\$1,950.00); and other costs, including processing and receiving objections and

1 opt-outs, processing class member requests for electronic payment and miscellaneous expenses  
2 (\$1,473.00). (*See* Osborne Dec., ¶ 12.)

3 Based on their experience, Class Counsel believes that Angeion will provide effective  
4 and high-quality services. (*Id.*) Under the Settlement, the costs of notice and administration  
5 would be paid from the gross Settlement Amount. (Ex. A, 5.3.) The parties’ proposed settlement  
6 notice informs class members of the above anticipated requests and advises that the motion and  
7 supporting papers will be posted to the settlement website along with instructions for Settlement  
8 Class Members to object or comment. (Ex. A, Ex. 1.)

#### 9 **D. Attorneys’ Fees, Costs, and Service Awards**

10 In connection with the Settlement, Class Counsel will file a motion for an award of  
11 attorneys’ fees and reimbursement of litigation expenses not to exceed \$2 million in fees and  
12 \$100,000 in expenses to be paid from the gross Settlement Amount. (Ex. A, 7.1.) If preliminary  
13 approval is granted, that fees and expenses motion will be filed concurrently with Plaintiffs’  
14 motion for final settlement approval.

15 Over the past five years, Class Counsel have expended more than 4,700 billable attorney  
16 hours litigating this action on behalf of Plaintiffs and class members. Federal and state courts in  
17 Northern California have recently awarded Class Counsel fees based on billing rates of as much  
18 as \$825 per hour. Assuming a more modest rate of \$600 per hour, a \$2 million lodestar for 4,700  
19 total billable hours represents a multiplier of 0.71. (*See* Osborne Dec., ¶ 14.)

20 During the course of the litigation, Class Counsel have incurred over \$98,800 in costs and  
21 expenses. A total of \$52,350 was paid for expert analysis of JRK leasing data, plus \$12,693.47  
22 for ESI collection and hosting, \$10,752.38 for mediation fees, \$14,239.90 for transcripts,  
23 \$1,953.35 in filing and service fees, \$228.70 for legal research services, \$1,025.55 for copying,  
24 \$1,247.94 for translation and \$4,354.71 for travel. (*See* Osborne Dec., ¶ 15.)

25 Class Counsel will also request that the Court approve service awards not to exceed  
26 \$40,000 in total—up to \$10,000 each for the four Plaintiffs—based on their participation in the  
27 litigation and work performed on behalf of absent class members. (Ex. A, 7.2.) As described in  
28 their declarations filed with this motion, each of the four Plaintiffs have been actively involved in  
29 the litigation for the past five years. (*See* Declaration of Sharon Felker [“Felker Dec.”], ¶¶ 3-8;  
30 Declaration of Herman Grishaver [“Grishaver Dec.”], ¶¶ 3-9; Declaration of Edgar Cruz Soriano  
31 [“Cruz Dec.”], ¶¶ 3-7; Declaration of Jeanace Zetino [“Zetino Dec.”], ¶¶ 3-9.)



1 two mediation sessions. The first failed, but the parties attempted a second with Bruce Friedman,  
2 a respected and experienced neutral, on October 25, 2024. The parties only reached a settlement  
3 agreement after a full day of mediation, several weeks of negotiations through Mr. Friedman,  
4 and another six months of back-and-forth between the parties involving dozens of hours of  
5 negotiation. (Osborne Dec., ¶ 4.) Taking into consideration the advanced stage of the litigation  
6 and the robust mediation and negotiation process, the proposed Settlement should be presumed  
7 procedurally fair.

8 *2. Extensive Discovery Allows the Court to Make an Informed Decision*

9 The second of the *Dunk* factors considers whether the plaintiffs have conducted adequate  
10 discovery to inform the court that the settlement is fair. (*Dunk, supra*, 48 Cal.App.4th at 1802.)  
11 Formal discovery in this matter has been extensive.

12 The parties took nine depositions, exchanged the equivalent of over one million pages of  
13 documents and electronic data, and served and answered hundreds of written discovery requests.  
14 (Osborne Dec., ¶ 3.) Much of this discovery has already been described to the Court in the  
15 briefing on Plaintiffs’ motion for class certification, which included 55 exhibits, and Defendants’  
16 motion for summary adjudication, which included 82 exhibits.

17 With such extensive discovery, Class Counsel are able to provide “an understanding of  
18 the amount that is in controversy and the realistic range of outcomes of the litigation.” (*Munoz v.*  
19 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409 [quoting *Kullar v.*  
20 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120, cleaned up]; Osborne Dec, ¶ 18.)  
21 Database reports produced by JRK show total net late fee and RINCO charges of approximately  
22 \$2.4 million and \$770,000.00, respectively, at JRK California Apartments from December 2016  
23 to June 2024. Analyses of JRK’s rent and tenant data from Plaintiffs’ data consultant shows  
24 approximately \$2.8 million in rent increases in excess of the section 396(b) limit during the  
25 wildfire protection periods and approximately \$2.1 million in rent increases that exceeded the  
26 TPA Rental Rate Caps. The approximately \$8.1 million in total contested fees and excess rent  
27 charges at issue in the case compares favorably to the total estimated value of the Settlement and  
28 catalyst benefits described above, which Class Counsel estimate to range from \$6.1 million to  
29 \$7.4 million. (*See* Osborne Dec., ¶ 19(e).)

30 *3. Class Counsel Are Experienced in Similar Litigation*

31 The third *Dunk* factor also weighs in favor of a presumption of fairness. Class Counsel  
32 are experienced in class action litigation and other complex matters. (Osborne Dec., ¶ 17.) They

1 have litigated class action cases on behalf of consumers, as well as complex litigation matters  
2 against owners and operators of rental housing, both large and small. (*Id.*) They have published  
3 articles in legal periodicals and treatises, have been quoted by national media outlets, serve on  
4 the boards of legal non-profits, and teach law school classes. (*Id.*) Based on their experience and  
5 the novelty, difficulty and complexity of this litigation, Class Counsel strongly believe that the  
6 Settlement represents a fair, adequate and reasonable resolution for Settlement Class Members.  
7 (*Munoz, supra*, 186 Cal.App.4th at 409 n.6 [discussing *Kullar*].)

8 **B. Additional Information Submitted with this Renewed Motion Shows the**  
9 **Reasonableness and Adequacy of the Settlement**

10 In its August 27, 2025 order, the Court directed Plaintiffs to submit additional  
11 information to allow the Court evaluate the reasonableness and adequacy of the Settlement —  
12 specifically, additional submissions regarding: (1) the total number of class members and their  
13 estimated range of recoveries under the Settlement; (2) the potential recovery of civil penalties  
14 under the CLRA and Civil Code, section 827(b); (3) the potential recovery of punitive damages;  
15 (4) the amount of attorney fees; (5) the reasonableness of litigation expenses incurred by Class  
16 Counsel; (6) the reasonableness of projected settlement administration costs estimate; and  
17 (7) declarations supporting service awards to the four class representatives. (Order Denying  
18 Preliminary Approval, Aug. 27, 2025, pp.4-5.)

19 *1. Total Number of Class Members and the Estimated Range of Recoveries*

20 As described above, if the Court were to award the maximum \$2 million in attorney fees  
21 provided for in the Settlement, \$98,800 in litigation expenses, \$40,000 in service awards and  
22 approve \$47,619 in notice and administration costs, the currently estimated 15,112 class  
23 members would receive an average monetary recovery of \$120.<sup>6</sup> Were the Court to award  
24 nothing for fees, litigation expenses or service awards and approve only \$47,619 in notice and  
25 administration costs necessary to implement the Settlement, class members would receive an  
26 estimated average award of \$261.<sup>7</sup>

27  
28  
29  
30 <sup>6</sup> (\$4 million gross Settlement Amount – \$2 million in attorney fees – \$98,800 in litigation  
31 expenses – \$40,000 in incentive awards – \$47,619 in notice and administration costs) / 15,112  
32 estimated class members = \$120.01 per class member.

<sup>7</sup> (\$4 million gross Settlement Amount – \$47,619 in notice and administration costs) / 15,112  
estimated class members = \$261.54 per class member.

1 Preliminary approval is warranted if the settlement falls within a “reasonable range.”  
2 (*North County Contractor’s Ass’n., Inc. v. Touchstone Ins. Servs.* (1994) 27 Cal.App.4th 1085,  
3 1089-90; *see also Kullar, supra*, 168 Cal.App.4th at 133 [in granting approval, the threshold  
4 question is whether “the class settlement is within the ‘ballpark’ of reasonableness.” (cleaned  
5 up)]; *Dunk, supra*, 48 Cal.App.4th at 1801 [“Ultimately, the [trial] court’s [settlement approval]  
6 determination is nothing more than an amalgam of delicate balancing, gross approximations and  
7 rough justice.” (cleaned up)].) Compromise is “inherent and necessary[.]” (*Wershba v. Apple*  
8 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.) “Settlements [may be] found to be fair and  
9 reasonable even though monetary relief provided [is] ‘relatively paltry[.]’” (*Id.* [cleaned up].)  
10 “Public policy generally favors the compromise of complex class action litigation.” (*Cellphone*  
11 *Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 [cleaned up].) “Even if the relief  
12 afforded by the proposed settlement is substantially narrower than it would be if the suits were to  
13 be successfully litigated, this is no bar to a class settlement because the public interest may  
14 indeed be served by a voluntary settlement in which each side gives ground in the interest of  
15 avoiding litigation.” (*Wershba, supra*, 91 Cal.App.4th at 250 [cleaned up]; *see also 7-Eleven*  
16 *Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150 [“The fact  
17 that a proposed settlement may only amount to a fraction of the potential recovery does not, in  
18 and of itself, mean that the proposed settlement is grossly inadequate and should be  
19 disapproved.” (cleaned up)].)

20 In this case, an average payment of \$120 per class member on a primarily checks-mailed  
21 basis is within a reasonable range of other recent court-approved settlements of class actions  
22 brought on behalf of tenants. (*See, e.g., Cidone v. Pinnacle Property Management Services,*  
23 *LLC* (D. Or., Apr. 18, 2023) 2023 WL 11984272, at \*5 [approving a settlement where 8,247  
24 tenant class members received an average of \$180 each]; *Nozzi v. Hous. Auth. for the City of Los*  
25 *Angeles* (C.D. Cal., Feb. 15, 2018) 2018 WL 1659984, at \*5 [approving a claims-made  
26 settlement where 2,300 tenants out of a damages class of 11,870 members made approved claims  
27 totaling \$2,160,078, or an average of \$177 per class member based on the 11,870 total]).

28 *2. Potential Recovery of Civil Penalties Under the CLRA and Civil Code § 827*

29 Plaintiffs’ operative Second Amended Complaint seeks statutory damages pursuant to  
30 section 1780(a)(1) of the CLRA. That provision provides for statutory minimum actual damages  
31 of \$1,000 in a class action under the Act. (*See Civ. Code § 1780(a)(1)* [authorizing recovery of  
32

1 “[a]ctual damages, but in no case shall the total award of damages in a class action be less than  
2 one thousand dollars (\$1,000).”].)

3 Plaintiffs do not seek statutory damages or civil penalties under Civil Code, section 827,  
4 which does not provide for such remedies. (*See* Civ. Code § 827(b).) Additionally, Plaintiffs  
5 voluntarily dismissed their claims based on section 827(b) with leave of Court in 2022. (*See*  
6 Order Granting Approval for Voluntary Dismissal, July 28, 2022.)

7 Were this case to proceed, Plaintiffs would argue that the \$1,000 minimum described in  
8 section 1780(a)(1) applies to each of the approximately 15,112 class members, making for a  
9 minimum recovery of \$15.1 million. However, Class Counsel cannot know whether this Court or  
10 any reviewing court would agree. “There has been some debate regarding whether the ‘total  
11 award of damages’ language is a minimum award in a class action for the entire class or whether  
12 this minimum amount applies on a per-person basis in a class case.” (§ 18.02: The History and  
13 Origins of the California Consumers Legal Remedies Act, 2014 WL 9967560 [discussing  
14 legislative history and interpretations of § 1780(a)(1)].) JRK is certain to argue strenuously  
15 against such an application of the minimum, just as it has argued that the CLRA does not apply  
16 to residential leasing transactions.<sup>8</sup>

17 Based on this uncertainty regarding the application of section 1780(a)(1) at trial, the other  
18 uncertainties inherent to the case<sup>9</sup> and their combined experience, Class Counsel would omit a  
19 potential minimum damages award from their settlement valuation analysis. (*See Wershba*,  
20 *supra*, 91 Cal.App.4th at 250 [rejecting objector’s argument based class settlement’s omission of  
21

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22 <sup>8</sup> The parties briefed the applicability of the CLRA to this case at significant length in connection  
23 with JRK’s demurrer and motion to strike directed towards Plaintiffs’ First Amended Complaint.  
24 (*See* Memo. in Support of Demurrer to First Amended Complaint, filed July 6, 2021, pp.13-15;  
25 Mot. to Strike First Amended Complaint and Memo., filed July 6, 2021, p.5; Oppo. to Demurrer,  
26 filed Sept. 9, 2021, pp.9-12; Oppo. to Mot. to Strike, filed Sept. 9, 2021, pp.7-9; Reply in  
27 Support of Demurrer, filed Sept. 15, 2021, pp.6-8; Reply in Support of Mot. to Strike, filed Sept.  
28 15, 2021, p.10; Minute Order Granting Leave for Supp. Briefing, dated Jan. 12, 2022; Supp.  
29 Memo., filed Jan. 20, 2022; App. for Leave to File Response to Supp. Memo., filed Jan. 24,  
30 2022; Oppo. to App. for Leave to File Response, filed Feb. 1, 2022.) In its detailed order on the  
31 demurrer and motion to strike, the Court noted, among other things, that JRK had “not provided  
32 sufficient authority for this Court to find as a matter of law that residential accommodations are  
not ‘services’ under the CLRA[,]” but did not make a definitive ruling on the CLRA’s  
applicability in this case. (Order on Demurrer and Mot. to Strike, Mar. 13, 2022.)

<sup>9</sup> For example, the potential success of JRK’s pending motion to compel absent class members to  
arbitration could reduce the size of the class and erode a potential \$15.1 million minimum  
damages recovery.

1 statutory disgorgement remedies: “disgorgement of profits, even if available as a component of  
2 statutory remedies, is not a required element in a settlement context.”]); *see also 7-Eleven*  
3 *Owners, supra*, 85 Cal.App.4th at 1146 [emphasizing that a court in making a settlement  
4 approval decision “does not try out or attempt to decide the merits of the controversy,” and that  
5 “dispositive conclusions” on an “unsettled legal issue” are to be avoided (cleaned up)];  
6 *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 588 [“[T]he trial court is obliged ... to  
7 determine whether a legitimate controversy exists on a legal point, if that legal point significantly  
8 affects the valuation of the case for settlement purposes.”].)

### 9 3. Potential Recovery of Punitive Damages

10 In their Second Amended Complaint, Plaintiffs seek punitive damages under the CLRA,  
11 Civil Code, section 1780(a)(4). It is possible for a plaintiff to obtain up to nine times their  
12 compensatory damages if punitive damages are awarded. (*Boeken v. Philip Morris, Inc.* (2005)  
13 127 Cal.App.4th 1640, 1704 [awarding nine times compensatory damages where defendant’s net  
14 worth was approximately \$35 billion].) Typically, plaintiffs must show, among other things,  
15 “clear and convincing evidence that the defendant has been guilty of oppression, fraud, or  
16 malice” to recover punitive damages. (Civ. Code § 3294(a).) Based on these criteria, if punitive  
17 damages were awarded, Class Counsel estimate that as much as \$16.2 million would be  
18 recoverable, twice the approximately \$8.1 million in total contested fees and excess rent charges  
19 at issue in the case.

20 However, actual punitive damages awards are relatively uncommon and their potential  
21 recovery is inherently speculative. (*See generally* U.S.D.O.J., Bureau of Justice Statistics,  
22 Special Report: Punitive Damages Awards in State Courts, 2005, dated March 2011,  
23 <https://bjs.ojp.gov/content/pub/pdf/pdasc05.pdf> [“Among the trials in which punitive damages  
24 were requested by plaintiff winners [in state courts in 2005], 30% received these damages.”].)  
25 The California Supreme Court has emphasized that a punitive damages award “constitutes a  
26 moral determination” that is “not amenable to an objective determination.” (*Ferguson v. Lieff,*  
27 *Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037, 1048.) “A plaintiff is not *entitled*, as of  
28 right to an award of punitive damages, even if the jury finds the defendant guilty of oppression,  
29 fraud, or malice.” (*Id.* at 1048-49 [cleaned up, emphasis original].) Because the imposition of  
30 punitive damages turn on moral determinations and “moral judgments are inherently subjective,”  
31 it is not possible to “objectively determine ... the proper amount of those damages with any legal  
32 certainty.” (*Id.* at 1049.)

1 While Plaintiffs would seek punitive damages at trial, because they are rare as well as  
2 subjective and uncertain by their nature, Class Counsel did not include a potential punitive  
3 damages recovery in their settlement analysis. (*See generally 7-Eleven, supra*, 85 Cal.App.4th at  
4 1150 [“The proposed settlement is not to be judged against a hypothetical or speculative measure  
5 of what might have been achieved by the negotiators.”]; *see also Wershba, supra*, 91  
6 Cal.App.4th at 260 [rejecting objector’s argument based on the failure to include punitive  
7 damages in a class settlement: “In the context of a settlement agreement, the test is not the  
8 maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the  
9 settlement is reasonable under all of the circumstances.”].)

10 Nonetheless, if both statutory minimum damages for each class member and punitive  
11 damages under the CLRA are fully included, Class Counsel would estimate that the maximum  
12 potential recovery in this case would exceed \$31 million, assuming that Plaintiffs wholly prevail  
13 on all of their claims and JRK’s motion to compel arbitration is denied in its entirety.<sup>10</sup> (*See*  
14 *Osborne Dec.* at ¶ 18(g).) However, a settlement approval determination need not include “an  
15 explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all  
16 its claims[.]” (*Munoz, supra*, 186 Cal.App.4th at 409 [explaining that a *Kullar* analysis “does  
17 not ... require any such explicit statement of value; it requires a record which allows an  
18 understanding of the amount that is in controversy and the realistic range of outcomes of the  
19 litigation” (cleaned up)].) “A settlement need not obtain 100 percent of the damages sought in  
20 order to be fair and reasonable.” *Wershba, supra*, 91 Cal.App.4th at 250.

#### 21 4. Amount of Attorney Fees

22 As described above, Class Counsel have expended more than 4,700 attorney hours over  
23 the past five years. At a blended hourly rate of \$600, which is be less than rates approved for  
24 Class Counsel by other state and federal courts in Northern California,<sup>11</sup> that attorney hours total  
25 would represent a lodestar of over \$2.8 million.

26 If preliminary approval is granted, Plaintiffs will file a separate motion for the award of  
27 attorney fees to Class Counsel to be paid from the gross Settlement Amount concurrently with  
28 their motion for final settlement approval. Even if the Court were to award attorney fees to Class  
29

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30 <sup>10</sup> \$15.1 million in minimum actual damages + \$16.2 million in punitive damages = \$31.3  
31 million.

32 <sup>11</sup> Hourly rates for JRK’s attorneys in 2022 ranged from \$985 to \$665. (Declaration of Mark G.  
Rackers, filed July 1, 2022, ¶ 20.)

1 Counsel at the \$2 million maximum contemplated under the Settlement, that maximum award  
2 would involve a lodestar discount of at least 29.1 percent. (*See Osborne Dec.*, ¶ 14.)

3 Were this case to proceed to trial and Plaintiffs prevail, they would seek an award of  
4 attorney fees to Class Counsel under the CLRA, Civil Code, section 1780(e), or under Code of  
5 Civil Procedure, section 1021.5. However, as previously noted, JRK has vigorously contested the  
6 applicability of the CLRA in this case. Further, the awarding of fees under section 1021.5 is a  
7 matter affected by the Court’s discretion. (*See Arnold v. California Exposition and State Fair*  
8 (2004) 125 Cal.App.4th 498, 510.) Moreover, the availability of statutory fees does not guarantee  
9 a greater damages recovery for class members at trial. (*Cf. Pulliam v. HNL Automotive Inc.*  
10 (2021) 60 Cal.App.5th 396, 408, *aff’d* (2022) 13 Cal.5th 127 [“There is no mathematical rule  
11 requiring proportionality between compensatory damages and attorney’s fees awards ... and  
12 courts have awarded attorney’s fees where plaintiffs recovered only nominal or minimal  
13 damages.” (cleaned up)].)

#### 14 5. *Litigation Expenses Incurred by Class Counsel*

15 As also described above, Class Counsel have incurred over \$98,800 in litigation expenses  
16 over the past five years. This amount reflects the data-intensive nature of this case. Two-thirds of  
17 that total has consisted of expenses for the collection and hosting of electronically-stored  
18 information (\$12,693.47) and expert fees for the analysis of JRK’s leasing data (\$52,350.00).  
19 (*See Osborne Dec.*, ¶ 15.)<sup>12</sup> The \$100,000 maximum expenses award provided for under the  
20 Settlement is commensurate with the costs advanced by Class Counsel in litigating this complex  
21 action.

#### 22 6. *Settlement Administration Expenses*

23 The revised estimate from the Angeion Group of total settlement notice and  
24 administration expenses and the categories of services encompassed by that estimate are also  
25 described above. That revised total is \$47,619.00. This is in line with other cases of this size and  
26 nature. (*See Nozzi, supra*, 2018 WL 1659984, at \*8 [approving administrative costs of \$60,000 in  
27 connection with a damages class of 11,870 tenants]; *Cidone, supra*, 2023 WL 11984272, at \*5  
28 [approving \$100,000 in administrative costs to the Angeion Group for a class of 8,247 tenants]).  
29

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30  
31 <sup>12</sup> JRK’s accounting expert estimated that performing the calculations necessary for a Penal Code  
32 § 396 rents analysis alone would require 5,376 hours to complete, or 2.5 years of full-time work  
by an accountant. (Declaration of Peter W. Brown, filed Mar. 27, 2024, ¶ 49.)

1 The per class member cost of \$3.15<sup>13</sup> also compares favorably to administration expenses in  
2 those cases and in other class settlements in California. (*See Nozzi, supra*, 2018 WL 1659984, at  
3 \*8 [\$60,000 / 11,870 class members = \$5.05 per class member]; *Cidone, supra*, 2023 WL  
4 11984272, at \*5 [\$100,000 / 8,247 class members = \$12.13 per class member]; *see also, e.g.*,  
5 *Barling v. UEBT Retiree Health Plan* (N.D. Cal., Mar. 7, 2016) 2016 WL 10720433, at \*1  
6 [preliminary approval of settlement involving 7,000 class members and \$50,000 in estimated  
7 administration costs: \$50,000 / 7,000 class members = \$7.14 per class member]; *Kryzhanovskiy*  
8 *v. Amazon.com Services, Inc.* (E.D. Cal., Mar. 22, 2024) 2024 WL 1241721, at \*3 [preliminary  
9 approval of settlement involving 3,232 class members and up to \$25,000 in administration costs:  
10 \$25,000 / 3,232 class members = \$7.74 per class member].)

11 *7. Declarations Supporting Service Payments to the Class Representatives*

12 In response to the Court’s August 27, 2025 order, Plaintiffs have each prepared  
13 declarations attesting to the work they have performed on behalf of class members in support of  
14 their eligibility for the service awards provided for in the Settlement. (*See Ex. A, 7.2.*) As  
15 described in those declarations, Plaintiffs have gathered thousands of pages of records responsive  
16 to JRK’s discovery requests, reviewed multiple rounds of pleading and actively participated in  
17 the preparation of responses to hundreds of written discovery requests. Each Plaintiff sat for a  
18 deposition by JRK’s counsel. Each also regularly consulted with Class Counsel in person, by  
19 telephone and electronically regarding case investigation, pleading, discovery, deposition  
20 preparation, mediation and settlement throughout the course of this complex, multi-year  
21 litigation. (*See Felker Dec.*, ¶¶ 3, 5-8; *Grishaver Dec.*, ¶¶ 3-8; *Cruz Dec.*, ¶¶ 3-7; *Zetino Dec.*,  
22 ¶¶ 3-8.) Service awards to Plaintiffs of up to \$10,000 are warranted by their active participation  
23 and the substantial work contributed to the case. (*See Cellphone Termination Fee Cases* (2010)  
24 186 Cal.App.4th 1380, 1395 [affirming service awards of \$10,000 each to four class  
25 representatives]; *Howell v. Advantage RN, LLC* (S.D. Cal., June 9, 2020) 2020 WL 3078522, at  
26 \*5 [granting preliminary approval of a class settlement providing for a \$10,000 service award to  
27 the named plaintiff, which the court found to be “modest” and “reasonable”]; *Davis v. Yelp, Inc.*  
28 (N.D. Cal., Jan. 27, 2023) 2023 WL 3063823, at \*2 [awarding service payment of \$15,000 to  
29 class representative on final settlement approval].)

30  
31  
32 <sup>13</sup> \$47,619.00 estimated total notice and administration costs / 15,112 class members = \$3.15 per  
class member.

1 If preliminary approval is granted, Plaintiffs will move for the Court's approval of the  
2 service awards to each of them in connection with their final settlement approval motion.

3 **C. The Proposed Settlement Classes Should Be Certified and Settlement Class Counsel**  
4 **Should Be Appointed**

5 The Settlement Class definitions hew closely to the definitions in the Court's order  
6 granting Plaintiffs' motion for class certification and appointment of Plaintiffs' attorneys as  
7 Class Counsel. (Order, p.3; Ex. A, Ex. 3.) The modifications include imposing an end date of  
8 June 27, 2024 for the Late Fee, RINCO and Section 396 Class periods, and excluding one  
9 property from the Section 396 Class (because of the date that it was purchased by JRK and the  
10 unavailability of relevant data). (Osborne Dec., ¶ 18(a).) These modifications are reasonable and  
11 appropriate for effective settlement administration. Certification for settlement purposes is  
12 appropriate for the same reasons that certification was appropriate for litigation purposes.

13 Class Counsel further respectfully submit that they be appointed to represent Settlement  
14 Class Members based on the Court's prior ruling granting class certification.

15 **D. Schedule**

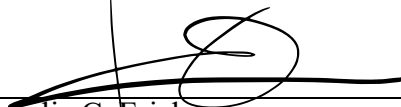
16 A chart listing all settlement-related events and corresponding deadlines contemplated  
17 under the proposed settlement is included in the Osborne Declaration filed with this renewed  
18 motion. (Osborne Dec., ¶ 20.) Based on that schedule, if preliminary approval is granted in 2025,  
19 notice can be sent to class members in early 2026. If the additional steps for obtaining final  
20 approval occur without material delay, and no appeal is filed, payments to Settlement Class  
21 Members may be sent out in mid-2026.

22 **VI. CONCLUSION**

23 For the reasons stated above, Plaintiffs respectfully request that the Court grant their  
24 renewed Motion.

25  
26 Dated this October 24, 2025.

ERICKSON KRAMER OSBORNE LLP

27  
28   
29 Julie C. Erickson  
Elizabeth A. Kramer  
Kevin M. Osborne

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31 Joshua Katz  
LAW OFFICE OF JOSHUA KATZ

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