

1 Joshua Katz (SBN 194512)
Law Office of Joshua Katz
2 144 South E Street, Suite 206
Santa Rosa, California 95404-4794
3 707-546-4510 telephone
4 707-575-6014 facsimile
jkatz@sonomalegal.com

5 Todd Espinosa (SBN 209591)
Law Office of Todd Espinosa
6 2000 Broadway Street
7 Redwood City, California 94063
8 650-241-3873 telephone
9 650-409-2550 facsimile
tie@toddespinosalaw.com

10 Julie C. Erickson (SBN 293111)
11 Elizabeth A. Kramer (SBN 293129)
Kevin M. Osborne (SBN 261367)
12 Erickson Kramer Osborne LLP
959 Natoma Street
13 San Francisco, CA 94103
14 415-635-0631 telephone
15 415-599-8088 facsimile
julie@eko.law, elizabeth@eko.law,
kevin@eko.law

16
17 *Attorneys for Individual and Representative Plaintiffs*

18
19 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 FOR THE COUNTY OF SONOMA
21 CIVIL UNLIMITED

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

24 Plaintiffs,

25 vs.

26
27 JRK RESIDENTIAL GROUP, INC.; JRK
PROPERTY HOLDINGS, INC.; and DOES 1-
28 100,

29 Defendants.

Case No.: SCV-267587

**DECLARATION OF KEVIN M.
OSBORNE IN SUPPORT OF
PLAINTIFFS' 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

1 1. I, Kevin M. Osborne, am licensed to practice before the Courts of California and
2 am an attorney for Plaintiffs SHARON FELKER; HERMAN GRISHAVER; EDGAR CRUZ
3 SORIANO; and JEANACE ZETINO, and the certified Classes in the present action. I submit
4 this declaration in support of Plaintiffs’ renewed motion for preliminary approval.

5 2. Attached as **Exhibit A** is a true and correct copy of the Settlement Agreement,
6 with the following exhibits:

- 7 a. Exhibit 1: Notice
- 8 b. Exhibit 2: Allocation Plan
- 9 c. Exhibit 3: Proposed Preliminary Approval Order
- 10 d. Exhibit 4: Proposed Final Approval Order

11 3. Plaintiffs served 6 sets of judicial council form interrogatories, 207 special
12 interrogatories, 37 requests for admission, and 238 requests for production of documents (not
13 including those served with depositions). Plaintiffs responded to 4 sets of form interrogatories,
14 194 special interrogatories, 152 requests for admission, and 325 requests for production of
15 documents. Plaintiffs took 5 depositions of Defendants’ witnesses and Plaintiffs defended 4
16 depositions. The parties produced the equivalent of hundreds of thousands of pages of documents
17 and electronic data containing hundreds of millions of data points. Discovery issues were highly
18 contested and resulted in extensive meet and confers and some motion practice. The electronic
19 rental data and tenant database reports were both voluminous and complex. Over the course of
20 the litigation, Plaintiffs engaged two expert consultants to review, compile and analyze those
21 data to identify Class Members and determine damages. Because of the complexity and amount
22 of the data, this process necessarily involves some degree of uncertainty.

23 4. The parties began discussing resolution in 2023 and engaged in two mediation
24 sessions. The first with Hon. Ronald M. Sabraw (ret.) took place in December 2023. It failed, but
25 the parties attempted a second with Bruce Friedman, Esq., a respected and experienced neutral,
26 on October 25, 2024, at JAMS in Los Angeles. The parties reached their proposed settlement
27 agreement after a full day of mediation, several weeks of additional negotiations through Mr.
28 Friedman, and another six months of drafting the operative terms of the Settlement involving
29 dozens of hours of negotiation. In short, the Settlement is the product of an extensive, arms-
30 length process with the assistance of an experienced neutral after years of hard-fought litigation.

31 5. In August 2024, the Court certified four classes in this matter. Class Counsel has
32 crafted the proposed Settlement to mirror those four classes: Tenants whose leases for JRK

1 California Apartments provided for a late rent fee and who were charged that late fee on a net
2 basis, from December 22, 2016 to June 27, 2024, compose a “Late Fee Class.” Tenants whose
3 leases for JRK California Apartments provide for a fee for a missing renters’ liability insurance
4 policy and who were charged that fee on a net basis, from December 22, 2016 to June 27, 2024,
5 compose “RINCO Fee Class.” Tenants with initial lease terms of no longer than one year who
6 were charged rental price increases of more than 10 percent for JRK California Apartments in
7 Los Angeles, Sonoma, or Ventura Counties during Penal Code section 396 price gouging
8 protection periods after the 2017-2019 wildfire emergency proclamations for those counties,
9 excluding tenants of The Harrison Glendale, compose a “Section 396 Class.” Tenants who, from
10 January 1, 2020 to June 27, 2024, were charged rent increases based on gross rental rates for
11 JRK California Apartments that exceeded the Rental Rate Caps under the Tenant Protection Act
12 of 2019, excluding tenants of the Parkside Glen Apartment Homes, Somerset Glen Senior
13 Apartments, The Harrison Glendale, and Duo Apartments, and tenants of The Serenade at
14 RiverPark who were charged rent increases prior to specified dates, compose a “TPA Class.”

15 6. A consulting expert data analyst engaged by Class Counsel has analyzed
16 information from JRK leasing databases containing several million data points to determine
17 instances of rent charges in excess of the Penal Code section 396, the Tenant Protection Act of
18 2019 (Civ. Code § 1947.12) (“TPA”), calculate the amount of those excess charges, and identify
19 the tenant Class Members who were subject to those excessive rent increases. The data
20 consultant has also analyzed information from JRK databases to identify all Class Members who
21 were charged late rent fees or for failing to maintain renters’ liability insurance (“RINCO fees”)
22 on a net basis.

23 7. From these data, Class Counsel estimate the total number of Class Members to be
24 approximately 15,112. There are approximately 9,505 Class Members in the Late Fee Class.
25 There are approximately 7,802 Class Members in the RINCO Fee Class. There are
26 approximately 2,915 Class Members in the Section 396 Class. There are approximately 3,301
27 Class Members in the TPA Class. Many Class Members—approximately 6,037—are in more
28 than one class. The final Class List may consist of slightly fewer than 15,000 class members
29 owing to possible duplicate tenant entries in JRK leasing records and instances where a class
30 member rented more than one JRK California Apartment during the relevant time period.

31 8. Under the proposed Settlement, payments would be issued on a *pro rata* basis
32 (subject to a \$20 minimum payment) according to a determination of the total amount of alleged

1 damages that each individual Settlement Class Member experienced, as determined by the
2 Settlement Administrator after the total Settlement Fund is calculated, less service awards to the
3 Plaintiffs, Class counsel’s attorney’s fees and costs, and settlement administration expenses. The
4 Late Fee Class, RINCO Fee Class, Section 396 Class, and TPA Class would all receive a *pro*
5 *rata* share of the Settlement Fund. Additionally, Class members identified as tenants who are in
6 collections for unpaid balances related to the JRK California Apartments and were sent to
7 collections from January 1, 2022 to June 27, 2024, (“Collections Class Members”) would receive
8 an additional \$50.00 payment upon the settlement administrator’s validation of their claim.

9 9. Based on expert analysis of JRK data, the average total compensatory damages
10 based on excess rent and net fees charged for the four classes is approximately \$535 (\$8.1
11 million / 15,112 Settlement Class Members = \$535). If Plaintiffs request, and if the Court
12 awards, the maximum \$2 million in attorney fees, plus \$98,800 in litigation expenses and
13 \$40,000 in service awards to Plaintiffs allowable under the proposed Settlement, and authorizes
14 payment of \$47,619 in notice and administration costs, the average payment to each Settlement
15 Class Member would be approximately \$120 ((\$4 million gross Settlement Amount – \$2 million
16 in attorney fees – \$98,800 in litigation expenses – \$40,000 in incentive awards – \$47,619 in
17 notice and administration costs) / 15,112 estimated class members = \$120.01 per class member).
18 Under these parameters, approximately 200 Settlement Class Members would receive payments
19 of \$1,000 or more, and no Settlement Class Member will receive less than \$20.

20 10. Were the Court to award nothing for fees, litigation expenses or service awards
21 and approve only \$47,619 in notice and administration costs, class members would receive an
22 estimated average award of \$261 ((\$4 million gross Settlement Amount – \$47,619 in notice and
23 administration costs) / 15,112 estimated class members = \$261.54 per class member).

24 11. In the Settlement, the parties propose Angeion Group (“Angeion”) to serve as
25 settlement administrator, subject to the Court’s approval. Class Counsel solicited competing bids
26 from settlement administration companies and discussed with them the notice and distribution
27 plans anticipated by the parties. Following consultation with defense counsel, Class counsel
28 ultimately selected Angeion, which initially estimated that the total notice and administration
29 costs for this matter would not exceed \$70,000. More recently, Class Counsel has learned that
30 JRK has email addresses for approximately 80 percent (approximately 12,000) of class members,
31 which will significantly reduce notice and administration costs.

1 12. In light of the cost savings associated with email notice compared to hardcopy
2 notice sent by U.S. Mail, Angeion now estimates that total notice and administration costs to be
3 \$47,619.00. That total is the sum of the following estimated costs: initial project start-up
4 expenses (\$2,000.00); paper and email notice to class members, including postage, handling,
5 processing undeliverable notices and responding to class member inquiries (\$11,720.00); website
6 creation and maintenance (\$6,150.00); call center operation (\$2,675.00); reporting to counsel and
7 the Court and internal project reporting (\$9,000.00); receiving and processing claims for
8 payments from the Set-Aside Fund (\$1,674.00); distribution of proceeds to class members by
9 check or electronic payment, including processing undeliverable distributions, skip tracing and
10 reissuing distributions (\$10,977.00); tax filings and forms for the Qualified Settlement Fund
11 (\$1,950.00); and other costs, including processing and receiving objections and opt-outs,
12 processing class member requests for electronic payment and miscellaneous expenses
13 (\$1,473.00). Based on their experience, Class Counsel believes that Angeion will provide
14 effective and high-quality services. The costs of notice and administration would be paid from
15 the gross Settlement Amount.

16 13. Sharon Felker, Herman Grishaver, Edgar Cruz Soriano and Jeanace Zetino, who
17 were original plaintiffs in the lawsuit, were tenants who rented apartments operated by JRK and
18 were charged allegedly unlawful rents and fees. Each of them were deposed once, assisted in
19 responding to written discovery and located and produced extensive documentation. Plaintiffs'
20 counsel propose that each receive \$10,000 as a service award, for a total of \$40,000, as provided
21 for in the proposed Settlement. These awards, which would be paid from the gross Settlement
22 Amount, acknowledge the benefits each Plaintiff conferred on Settlement Class Members.
23 Declarations from the four Plaintiffs are filed with this renewed motion.

24 14. Over the past five years, Class Counsel have expended more than 4,700 billable
25 attorney hours litigating this action on behalf of Plaintiffs and class members. Federal courts
26 have approved Class Counsel's fee petitions at hourly rates above \$700 (*see, e.g., Mehta v.*
27 *Robinhood Financial LLC* (N.D. Cal., May 15, 2023, No. 21-CV-01013-SVK), Order Granting
28 Final Approval [approving Class Counsel blended rate of \$792 per hour], attached hereto as
29 **Exhibit B**, and *Kelley v. Related Management Company, L.P.* (N.D. Cal. Aug. 16, 2024, No. 22-
30 CV-04458-SK), Order on Motion for Attorneys' Fees and Costs [finding rate of \$825 per hour to
31 be reasonable], attached hereto as **Exhibit C**), and state courts have approved them at hourly
32 rates above \$800 (*see, e.g., Minix v. Sutter Health* (Alameda County Sup. Ct., Aug. 1, 2024, No.

1 RG20061295) Order Granting Final Approval of Settlement [approving Class Counsel fee at
2 blended rate of \$808 per hour], attached hereto as **Exhibit D**). If the Court were to apply a
3 blended rate of \$600 per hour, Class Counsel’s lodestar would be over \$2.8 million. The
4 maximum \$2 million attorney fees award contemplated under the Settlement would represent a
5 lodestar multiplier of 0.71 (or a lodestar reduction of over 29 percent).

6 15. During the course of the litigation, Class Counsel have incurred over \$98,800 in
7 costs and expenses. Of that amount, \$52,350 was paid for expert analysis of JRK leasing data,
8 plus \$12,693.47 for ESI collection and hosting several terabytes of data produced by JRK,
9 \$10,752.38 for mediation fees, \$14,239.90 for deposition services and transcripts, \$1,953.35 in
10 filing and service fees, \$228.70 for legal research services, \$1,025.55 for copying, \$1,247.94 for
11 translation and \$4,354.71 for travel.

12 16. If preliminary approval of the Settlement is granted, Plaintiffs will move the
13 Court for an award of attorney’s fees and reimbursement of expenses to Class counsel and the
14 approval of service awards to the named Plaintiffs concurrently with their motion for final
15 settlement approval.

16 17. Class counsel are experienced in class action litigation and other complex matters.
17 They have litigated class action cases on behalf of consumers, as well as complex litigation
18 matters against owners and operators of rental housing, both large and small. They have
19 published articles in legal periodicals, have been quoted by national media outlets, serve on the
20 boards of legal non-profits, and teach law school classes. Based on their experience and the
21 novelty, difficulty and complexity of this litigation, Class counsel believe that this settlement
22 represents a fair and reasonable resolution for Settlement Class Members.

23 18. I was one of three attorneys at my law firm litigating this matter and am familiar
24 with all the discovery to date, including all document productions, depositions, discovery
25 responses, and other filings and arguments made to the Court. This includes all discovery
26 materials and motion practice described here. Based on this extensive discovery, I am able to
27 provide an understanding of the amount that is in controversy and the realistic range of outcomes
28 of the litigation.

29 a. **Alleged Price Gouging After 2017-2019 Wildfires**

30 Plaintiffs’ first and second causes of action under the Unfair Competition Law,
31 Business & Professions Code, sections 17200, *et seq.* (the “UCL”) and
32 Consumers Legal Remedy Act, Civil Code sections 1750, *et seq.* (the “CLRA”)

1 are based on alleged violations of Penal Code section 396(b) following the 2017-
2 2019 wildfire emergency declarations in Los Angeles, Sonoma, and Ventura
3 Counties at JRK California Apartments complexes located in those counties.
4 Plaintiffs' data consultant analyzed electronic tenant ledger data and other tenant
5 database reports produced by Defendants in discovery and to identify instances of
6 rent increases above the section 396(b) limit during wildfire price gouging
7 protection periods at four of the five JRK California Apartments complexes in
8 those three counties. The Harrison Glendale complex (located in Los Angeles
9 County) was not included in the analysis because sufficient data were not
10 available and tenants of that complex are excluded from the Settlement Class
11 definition. The current analysis shows approximately **\$2.8 million** in rent charges
12 in excess of the section 396(b) limit at JRK California Apartments complexes in
13 Los Angeles, Sonoma, and Ventura Counties during the wildfire protection
14 periods.

15 **b. Rent Increases in Allegedly in Violation of the TPA**

16 Plaintiffs' third and fourth causes of action under the UCL and CLRA are based
17 on rent increases allegedly in violation of the Tenant Protection Act of 2019, Civil
18 Code section 1947.12 ("TPA"). The current analysis of Defendants' rent and
19 tenant data by Plaintiffs' data consultant shows approximately **\$2.1 million** in
20 gross rent charges that exceeded TPA limits at ten JRK California Apartments
21 complexes that were subject to the TPA for the period from January 2020 to June
22 2024.

23 **c. RINCO Fees Allegedly Charged in Violation of Civil Code § 1671(d)**

24 Plaintiffs' fifth and sixth causes of action under the UCL and CLRA are based on
25 Defendants charging tenants "RINCO" fees for failure to maintain renter's
26 liability insurance allegedly in violation of Civil Code section 1671(d) restrictions
27 on liquidated damages. Plaintiffs' seventh cause of action is asserted under
28 section 1671 based on the same conduct. Plaintiffs' data consultant reviewed
29 database reports of those RINCO fee charges produced by Defendants. Those
30 reports show approximately **\$770,000** in total net RINCO charges at the JRK
31 California Apartments from December 2016 to June 2024.
32

1 d. **Fees for Late Rent Allegedly Charged in Violation of Civil Code § 1671(d)**

2 Plaintiffs’ eighth and ninth causes of action under the UCL and CLRA are based
3 on Defendants charging tenants fees for late payment of rent allegedly in violation
4 of Civil Code section 1671(d). Plaintiffs’ tenth cause of action is asserted under
5 section 1671 based on the same alleged conduct. Plaintiffs’ data consultant
6 reviewed Defendants’ database reports and found approximately **\$2.4 million** in
7 total net late charges at the JRK California Apartments from December 2016 to
8 June 2024.

9 e. **Potential Recovery of Civil Penalties under the CLRA**

10 Plaintiffs’ complaint includes claims for statutory minimum damages under the
11 CLRA (Civ. Code § 1780(a)(1) [“in no case shall the total award of damages in a
12 class action be less than one thousand dollars]). This is Plaintiffs’ only claim for
13 statutory damages.¹ If the Court were to decide that the CLRA minimum damages
14 were to apply to each class member, the total minimum recovery for all 15,112
15 class members would be **\$15.1 million**. JRK has repeatedly argued against a per-
16 class-member application of statutory minimum damages, insisting the CLRA’s
17 statutory minimum would allow only for **\$1,000** for the class action in total.²

18 f. **Potential Recovery of Punitive Damages**

19 Plaintiffs’ complaint includes a claim for recovery of punitive damages, expressly
20 permitted under the CLRA (Civ. Code § 1780(a)(4)). If punitive damages were
21 awarded at trial, Class Counsel estimate that as much as **\$16.2 million** could be
22 recoverable, twice the approximately \$8.1 million in total contested fees and
23 excess rent charges at issue in the case. Class Counsel note, however, that such
24 awards are rare and inherently subjective and uncertain.

25 g. **Range of Total Estimated Recovery**

26 If Plaintiffs were to prevail at trial on all claims for all 15,112 estimated class
27 member, Plaintiffs’ Counsel estimate that the potential recovery would range
28 from **\$8.1 million**, based on the contested fees and excess rent charges at issue, to
29

30
31 ¹ There are no civil penalties available under Civil Code section 827, or Plaintiffs’ other theories
of liability.

32 ² Notably, JRK’s position throughout the litigation has been that the CLRA does not apply to
residential housing at all.

1 as much as **\$31.3 million**, if minimum damages under the CLRA were to be
2 awarded to each class member and \$16.2 million in punitive damages were to be
3 imposed against JRK. Additionally, as also described in the accompanying
4 memorandum, attorney fees would be potentially recoverable under the CLRA,
5 Civil Code, section 1780(e), or Code of Civil Procedure 1021.5. This range does
6 not take account of the myriad risks to any recovery if the litigation were to
7 proceed.

8 19. **Settlement and Catalyst Benefits.** The proposed Settlement provides three main
9 benefits to the Settlement Class: a gross settlement amount of \$4 million, equitable relief in the
10 form of ceasing fees for late payment of rent and RINCO fees for a specified period of years, and
11 debt relief.

- 12 a. **Gross Settlement Payment.** Defendants will pay a non-reversionary gross
13 settlement amount of **\$4 million**. This amount will be used to make payments to
14 Settlement Class Members, cover the cost of notice and administration, and to pay
15 attorneys' fees and costs and service awards to the named Plaintiffs. (Ex. A, 2.1.)
- 16 b. **Equitable Relief.** The Settlement provides that, for a period of two years starting
17 upon the date of the Preliminary Approval Order, neither Defendants nor any of
18 their affiliates shall charge fees for late payment of rent to any resident residing at
19 the JRK California Apartments as of the date of the Preliminary Approval Order.
20 (Ex. A, 2.2.) The Settlement also provides that, for a period of seven years
21 starting upon the date of the Preliminary Approval Order, neither Defendants nor
22 any of their affiliates shall charge fees for failure to maintain renter's liability
23 insurance to any resident residing at the JRK California Apartments as of the date
24 of the Order. (*Id.*) These remedial measures will benefit Settlement Class
25 Members and other members of the public. According to the declaration of
26 Thomas Manzo, current President of JRK Residential Group, Inc. (the "Manzo
27 Declaration"), filed with Plaintiffs' renewed motion, approximately \$294,000 in
28 late fees and \$159,425 in RINCO fees were charged at JRK's California
29 properties in 2024. Mr. Manzo also states that the average tenure of a tenant at
30
31
32

1 one of JRK’s California properties is approximately 1.8 years.³ Based on this
2 information, Class Counsel estimate that the monetary value of this prospective
3 equitable relief is approximately **\$800,000**.

4 c. **Debt Relief.** Defendants have agreed to provide debt relief to all current and
5 former residents of JRK California Apartments that were sent to collections by
6 Defendants or any of their affiliates from January 1, 2017 to December 31, 2021
7 (“Debt Relief Residents”). (Ex. A, 2.4.) Defendants and, as necessary, their
8 affiliates, will instruct their debt collectors to cease all collection efforts against
9 Debt Relief Residents. (*Id.*) Defendants will not engage in any new collection
10 efforts for these debts and will also instruct their debt collector(s) to request that
11 any applicable consumer reporting agencies delete all tradelines for the Debt
12 Relief Residents. (*Id.*) According to the Manzo Declaration, the outstanding
13 resident balances sent to collections for JRK’s California properties from 2017-
14 2021 ranges from approximately \$1.45 million to \$1.65 million. Recognizing that
15 much of this debt will be time-barred, but also acknowledging the benefit of the
16 express cessation of further collections and the benefit of the deletion of
17 tradelines, Class Counsel believe that **\$350,000** is a fair estimate of the monetary
18 value of these Settlement provisions to Debt Relief Residents.

19 d. **Catalyst Benefits.** In the Settlement Agreement, Defendants represent that they
20 have adopted remedial measures in response to the litigation, including:
21 (a) reducing the amounts of the individual late fees and RINCO fees charged at
22 the JRK California Apartments; and (b) purchasing and deploying compliance
23 software Entrata CORE. (Ex. A., 2.5) Class counsel believe that there was a
24 benefit associated with decreasing the amounts of individual fees charged, but do
25 not estimate its monetary value. Regarding software compliance, Class Counsel
26 estimate the value of these measures range from **\$992,000 to \$2.3 million**. The
27 \$992,000 figure is based on a five-year deployment period and information
28 contained in the Manzo Declaration that the annual cost the adoption and use of
29

31 ³ These updated figures from Defendants replace the \$278,000 in annual late fees, \$142,000 in
32 RINCO charges and approximately two-year average tenure used in Class Counsel’s prior
estimate.

1 compliance software attributable to JRK’s California properties is \$198,400.⁴ The
 2 \$2.3 million figure reflects the estimated total amount of rent overcharges that the
 3 compliance software can be expected to avoid over a five-year period, based on
 4 approximately \$2.1 million in rent increases allegedly in excess of TPA limits
 5 from January 2020 to June 2024.

6 e. **Total Estimated Value of Settlement and Catalyst Benefits.** Based on the
 7 above, Class Counsel believe that the total value of the Settlement and catalyst
 8 benefits may reasonably be estimated to range from **\$6.1 million to \$7.4 million.**
 9 Plaintiffs’ counsel further believe that this estimated value compares favorably to
 10 the estimated total \$8.1 million in contested fees and excess rent charges in
 11 controversy in this case. That estimated total does not include potential minimum
 12 damages or punitive damages under the CLRA or awards of attorney fees under
 13 the CLRA or Code of Civil Procedure, section 1021.5. It also does not account for
 14 the delay associated with trial and trial-related appeal and the inherent risk of a
 15 lower recovery.

16 20. The following chart shows settlement-related events and the relevant timelines
 17 according to the Settlement Agreement.


<u>Event</u>	<u>Date</u>
Entry of Preliminary Approval Order	TBD
JRK to provide Class List and contact information for Class Members to Settlement Administrator	No later than 21 days after entry of the Preliminary Approval Order
Settlement Administrator to send Notice (the “Notice Date”)	No later than 21 days after JRK provides the contact information
Last day for Class Members to opt out or object to the proposed Settlement	45 days after the Notice Date
Class counsel to file Motion for Final Approval of Settlement and Petition for Award of Attorneys’ Fees, Expenses and Service Awards	No later than 30 days after the Opt-Out Deadline and Objection Deadline

31 _____
 32 ⁴ Class Counsel previously underestimated the software deployment cost at \$10,000 per year.

<u>Event</u>	<u>Date</u>
Settlement Administrator to provide the Court with (i) a certificate of compliance with the Notice provisions of this Agreement; and (ii) a verified list of individuals who opted out of the Settlement, (iii) the number of Settlement Class Members; and (iv) the highest estimated award amount to be paid to the Settlement Class Members, along with median and mean awards payments	At least 7 days prior to any filing deadline for Plaintiff's Motion for Final Approval
Final Approval Hearing	TBD
JRK to deliver Settlement Amount to Qualified Settlement Fund, which shall be disbursed by Settlement Administrator; JRK to instruct debt collector(s) to cease collection efforts for Debt Relief Residents	No later than 14 days after the Effective Date
Settlement Administrator to pay Court-approved Fee and Expense Award and Service Awards	No later than 3 days after JRK delivers the Settlement Amount to the Settlement Administrator
Settlement Administrator to distribute payments to Settlement Class Members	No later than 14 days after delivery of the Settlement Amount to the Settlement Administrator
Settlement Administrator to provide the parties with (i) the total amounts paid to Settlement Class Members; (ii) a listing of all checks not cashed or returned, (iii) efforts undertaken to follow up on uncashed or returned checks; and (iv) total amount held by the Settlement Administrator.	No later than 14 days after distribution of payments to Settlement Class Members
Settlement Administrator to void unclaimed payments and combine remaining funds in Net Settlement Fund and Set-Aside Fund. If combined balance is large enough to feasibly distribute, Settlement Administrator to distribute additional payments to Settlement Class Members who redeemed their payments from prior distribution.	90 days after payments are distributed to Settlement Class Members
Settlement Class Members to redeem additional payments from reverted balance and second allocation of distribution.	No later than 45 days after additional payments are distributed to Settlement Class Members.

1 This document was executed in San Mateo, California. I declare under penalty of perjury
2 under the laws of the State of California that the foregoing is true and correct and based upon my
3 own personal knowledge, and that if called upon to testify, I could verify the accuracy of the
4 same.

5
6 Dated this October 24, 2025.

7 
8 _____
9 Kevin M. Osborne

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32