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

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

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

Class Counsel and Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA
CIVIL UNLIMITED

SHARON FELKER; HERMAN GRISHAVER; EDGAR CRUZ SORIANO; and JEANACE 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 **DECLARATION OF KEVIN M. OSBORNE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS** Judge: Hon. Patrick M. Broderick Date: August 19, 2026 Time: 3:00 p.m. Dept. 16 Complaint Filed: December 22, 2020 Trial Date: N/A

1. I, Kevin M. Osborne, am licensed to practice before the Courts of California and am an attorney for Plaintiffs Sharon Felker, Herman Grishaver, Edgar Cruz Soriano, and Jeanace Zetino, and the certified classes in the present action. I respectfully submit this declaration in support of Plaintiffs' motion for final approval of the class action settlement and an award of attorneys' fees, reimbursement of expenses, and Plaintiffs' service awards in the above-captioned class action. I make the following declaration based on my own personal knowledge and, where indicated, based on information and belief that the following statements are true. If called upon as a witness, I could and would competently testify as follows.

2. I have been actively involved in the litigation of this matter, which began as a putative class action on behalf of tenants at Defendants' residential buildings, in relation to allegations of price gouging, unlawful rent increases, and other unlawful conduct, since March 2023. Our co-counsel, the Law Office of Joshua Katz and the Law Office of Todd Espinosa, filed this case in December 2020.

Class Counsel's Experience

3. Our co-counsel and my firm have extensive experience in class action litigation and have been approved by California courts and federal courts in the Ninth Circuit to serve as class counsel in numerous class actions and class action settlements. In our decades of experience, we have litigated over 50 class actions and other complex tenant protection lawsuits. Our experience includes federal and state class actions in California, Washington, Colorado, New York, Idaho, Nevada, Illinois, Florida, Tennessee, Massachusetts, Delaware, and Guam. Our firms have been recognized as among the most skilled in complex litigation and trial advocacy by the National Trial Lawyers, Thompson Reuters Super Lawyers, Best Lawyers In America, and others.

4. My co-counsel, Joshua Katz and Todd Espinosa, are providing declarations with this motion detailing their experience and qualifications.

5. Elizabeth Kramer is a founding partner of Erickson Kramer Osborne ("EKO"). She has extensive experience litigating complex MDL and class actions involving securities and financial fraud, consumer fraud, privacy violations, civil rights, and sexual assault matters, including service as lead counsel in *In re USC Student Health Center Sexual Abuse Litigation*, 2:18-cv-04258 (C.D. Cal. 2020) (a sexual assault class action) and *A.B., et al. v. The Regents of the University of California, et al.*, Case No. 2:20-cv-09555 (C.D. Cal. 2021) (a sexual assault class action), as court-appointed lead counsel in *In re Oppenheimer Rochester Funds Securities*

Litigation, MDL Dkt. No. 2063 (Dist. Co. 2014) (a securities class action), and court-appointed co-lead counsel in *In re Lenovo Adware Consumer Fraud Litigation*, No. 5:15-md-02624 (N.D. Cal. 2019) (a consumer protection class action) and *In re HP Printer Firmware Update Consumer Fraud Litigation*, 5:16-cv-05820 (N.D. Cal. 2019) (a consumer protection class action), among others. Both *In re Lenovo* and *In re HP* involved claims relating to cybersecurity and data privacy. Prior to founding EKO in 2020, Ms. Kramer worked for the reputable class action law firm Girard Sharp LLP (formerly Girard Gibbs LLP) for seven years. She has been named a Super Lawyer "Rising Star" for Northern California for numerous years, including a designation as being a top-rated civil litigation attorney in San Francisco. She has also been named one of the "Best Lawyers in America" by Best Lawyers. Ms. Kramer's billing rate on this case is $1,050 per hour.

6. Julie Erickson is a founding partner of EKO. She has worked on a variety of class actions, complex coordinated proceedings, and MDLs involving employment law, wage and hour, consumer fraud, and elder abuse matters. She served as class counsel in a trio of class actions and coordinated proceedings alleging fraud and unlawful business practices by California's largest healthcare service plans in connection with the rollout of Covered California in 2013 (*Harrington, et al. v. California Physician's Service dba Blue Shield of California*, No. CJC-14-004800 (Cal. Sup. Ct. 2015) and *Felser, et al. v. Anthem Blue Cross*, JCCP No. 4805 (Cal. Sup. Ct. 2016)). She has also served as class counsel on numerous employment and wage and hour class actions alleging wage and hour violations, managerial misclassification, and independent contractor misclassification, including *Camp, et al. v. Maplebear, Inc. dba Instacart*, No. BC652216 (Cal. Sup. Ct. 2018). She tried civil cases to verdict in Alameda County Superior Court and has and has litigated in California state courts and federal courts throughout the country. In 2020, she was named the "Outstanding New Lawyer of the Year" by the San Francisco Trial Lawyers Association. Prior to founding EKO in 2020, she worked at The Arns Law Firm, where, for seven years, she led the firm's class action practice. She also serves as an adjunct professor at the University of San Francisco School of Law where she teaches the course "Litigating Workers' Rights in the Gig Economy," which covers both employment law and class action procedure. Her current billing rate on this case is $1,050 per hour.

7. I am a founding partner of EKO. I have 18 years of experience in complex litigation. I have represented litigants in a variety of class actions and mass actions involving

employment, online privacy, consumer fraud, securities fraud, and elder abuse, as well as individual litigation involving personal injury and products defects in state and federal courts in 11 states. Prior to founding EKO, I worked at The Arns Law Firm, where I litigated both class actions and individual matters. I served as class counsel in *Fraley, et al. v. Facebook, Inc.*, Case No. 11-cv-01726 (N.D. Cal. 2013, affirmed by 9th Cir. 2016) (a consumer privacy class action), *Minix v. Sutter Health* (Cal. Sup. Ct., Alameda County, 2020) (certified workers' rights class action), and the plaintiffs' committee in the mass action *In Re Ghost Ship Fire Litigation* (Cal. Sup. Ct., Alameda County, 2019). I have tried numerous cases to successful jury verdicts in California state and federal courts, including in Alameda, Sacramento, San Francisco, San Joaquin, and Solano counties. I have been named a top rated class action and mass torts attorney by Super Lawyers for numerous years as well as one of the Top 100 Civil Plaintiffs Lawyers by The National Trial Lawyers. I also serve as a member of the advisory board of the Katharine & George Alexander Community Law Center, part of Santa Clara University School of Law, which provides pro bono advice and representation to advance the rights of workers, consumers, immigrants, and tenants. My billing rate on this case is $1,050 per hour.

<u>Attorneys' Fees</u>

8. My firm and our co-counsel (collectively, "Class Counsel") request an award of attorneys' fees of $2,000,000.

9. Class Counsel have spent approximately 5,000 hours of billable time litigating this case for more than five and a half years.

10. Mr. Katz and Mr. Espinosa began investigating potential claims that led to this lawsuit in 2020. The investigation eventually focused on claims that could be brought on a class-wide basis. The investigation culminated in the complaint filed on December 22, 2020. In 2023, Mr. Katz and Mr. Espinosa added EKO to co-counsel through completion of discovery, class certification, dispositive motions, experts, settlement negotiations and, if applicable, trial.

11. Throughout the duration of this litigation, Class Counsel met to discuss ways to efficiently divide the work and allocate resources so as to avoid unnecessary overlap and duplication of efforts, costs, and expenses. Over the course of the litigation, Class Counsel was required to perform independent investigation, significant legal research and writing related to motion practice, review thousands of pages of documents, and otherwise litigate the case vigorously through settlement, including significant discovery practice with Defendants. Discovery from Defendants was voluminous, and required many hours of review as well as

meet and confer efforts with Defendants. The data produced by Defendants required considerable review by Class Counsel and work with expert consultants to analyze.

12. The proposed Settlement was agreed upon after extensive, contentious, arms-length negotiations between counsel for the Parties through mediation with Bruce Friedman of JAMS. Class Counsel prepared a comprehensive mediation brief and damages analyses, which I believe was instrumental in reaching a settlement. The Parties negotiated vigorously throughout the full-day mediation, but were unable to reach an agreement. The Parties continued to negotiate over the next several months through shuttle communications led by Mr. Friedman and finally reached a settlement in principle in November 2024. Next, over a period of more than six months, the Parties negotiated a complete settlement agreement, a process that was at times arduous and contentious. These efforts resulted in the Settlement Agreement executed on June 3, 2025. Based on the extensive discovery in the matter, I and my co-counsel believed this to be a fair and reasonable settlement for the Class. Class Counsel drafted and filed an initial motion for preliminary settlement approval on June 20, 2025. After that motion was denied without prejudice in order for the Plaintiffs to provide additional information required by the Court, Class Counsel prepared and filed a renewed preliminary approval motion on October 24, 2025. On March, 25, 2026, the Court issued its order granting preliminary a settlement approval.

13. During the litigation of this case, EKO consisted of three attorneys: Ms. Erickson, Ms. Kramer, and myself. Both Mr. Katz and Mr. Espinosa are sole practitioners. We handle a limited number of complex cases and class actions at any given time. We were precluded from taking on other potentially remunerative matters due to the commitment of time and efforts required for this case.

14. My firm prepared time records contemporaneously throughout this litigation. I have carefully reviewed the time records for the case and believe that they fairly reflect the amount of time spent in this matter by each of us. In fact, the attorneys in this case had an additional amount of time which was not accounted for, simply because we often took calls, had meetings or undertook tasks which were never memorialized. Attorneys also exercised billing discretion in recording billable hours. Where appropriate, we selectively reduced or eliminated time believed to exceed what was necessary for a given task. As of June 30, 2026, Class Counsel have spent a collective total of 4,925 hours of attorney time litigating this case. At our respective billable rates from $650 to $1,050, we have expended over $4 million in lodestar.

Our request for attorney's fees of $2 million represents a "negative multiplier" of 0.48. If the Court were to apply a blended rate of $600 per hour, our lodestar would be approximately $3 million, well exceeding the amount sought in this motion. I have reviewed the hours, kept contemporaneously with our work, and received reporting from co-counsel with their hours, and can attest that these hours break down by firm as follows:

Firm	Law Office of Joshua Katz[1]	Law Office of Todd Espinosa	Erikson Kramer Osborne LLP	**TOTAL**
Hours	1,685	1,779	1,461	**4,925**
Billing Rate	$650	$875	$1,050	-
Lodestar	$1,095,250	$1,556,800	$1,540,350	**$4,192,400**

15. All of the work represented by these hours was for the benefit of Settlement Class Members, and the time spent on said work was reasonable. I am confident that the hours totals reported in this declaration are below the time actually expended in this litigation. Counsel exercised significant billing discretion throughout the litigation and refrained from recording time believed to be excessive. Counsel have excluded from this tally the number of hours spent by our paralegals, staff, and legal interns. Moreover, I exclude all hours expended in the preparation of this Motion and all timekeepers who billed less than 10 hours to the case.

16. The hourly rates for the attorneys listed herein represent our current usual and customary billing rates and are in line with rates for attorneys of comparable skill, experience, and qualifications that have been approved by federal courts within the Ninth Circuit, including California state and federal courts.

17. EKO has been approved at blended rates consistent with the rate claimed here. *Donovan v. GMO-Z.com Trust. Co. Inc.*, No. 1:23-cv-08431-AT, Dkt. 186 (S.D.N.Y. May 27, 2026) (approving EKO at blended rate of $1,056); *Doe v. Johnosn City Policy Department*, No. 2:23-cv-00071-TRM-JEM, Dkt. 563 (E.D. Tenn., Feb. 24, 2026) (approving EKO at blended rate of $1,012); *In re Bitwise Industries, Inc.*, No. 23-10844, Dkt. 263 (Bank. D.I., Nov. 15,

[1] Mr. Katz does not maintain detailed, contemporaneous time records. "An attorney's testimony as to the number of hours worked is sufficient evidence to support an award of attorney's fees, even in the absence of detailed time records." *Mardirossian & Associates, Inc. v. Ersoff* (2007) 153 Cal.App.4th 257, 269 (citations omitted).

2024) (approving EKO at blended rate of $923); *Mehta v. Robinhood Financial LLC*, Case No. 21-CV-01013-SVK, Dkt. 83 (N.D. Cal., May 15, 2023) (approving EKO's 2023 blended rate of $792 per hour); *A.B., et al. v. The Regents of the University of California, et al.*, Case No. 2:20-cv-09555, Dkt. 79 (C.D. Cal. May 23, 2022) (approving EKO's 2020-2022 hourly rates of $700 (Kramer and Erickson) and $775 (Osborne))*; Torres v. North Pacific Seafoods, Inc.*, Case No. 2:20-cv-01545-JLR, 2021 WL 7366176, at *2 (W.D. Wash. Dec. 9, 2021) (same). These fees are also in line with fee awards in this area. *See*, *Cottle v. Plaid Inc.*, Case No. 4:20-cv-03056-DMR, 2022 WL 2829882, at *11 (N.D. Cal. July 20, 2022) (finding partner hourly rates of $850 to $1,025 to be reasonable and in line with rates in the Northern District of California community); *Hefler v. Wells Fargo & Co.*, 2018 WL 6619983, at *14 (N.D. Cal. Dec. 18, 2018) (rates "from $650 to $1,250 for partners or senior counsel" were reasonable); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (finding reasonable rates of $275 to $1,600 for partners and $150 to $790 for associates); *see also* Laffey Matrix, http://www.laffeymatrix.com/see.html (listing hourly rates of $1,019 to $1,227 for attorneys with similar years of experience as Class Counsel).

18. All Class Counsel spent time on all aspects of this case. To summarize, each attorney's primarily responsibilities are as follows: Mr. Katz and Mr. Espinosa were primarily responsible for all pre-filing investigation and drafting the complaint. They also successfully opposed demurrers and motions to strike, successfully demurred to Defendants' Amended Answer, and successfully opposed Defendants' motion for sanctions. They also served comprehensive discovery and responded to discovery served by Defendants on each plaintiff.

19. Mr. Osborne led the efforts on behalf of Plaintiffs with respect to motions and hearings post-2023, including the motion for class certification. Mr. Osborne, Mr. Espinosa and Mr. Katz handled much of the case management and discovery-related tasks. Plaintiffs served 6 sets of judicial council form interrogatories, 207 special interrogatories, 37 requests for admission, and 238 requests for production of documents. Because discovery involved information stored in a technology platform and sensitive personal information, discovery negotiations were extensive. In response to discovery requests, JRK produced terabytes of electronically stored information. The Parties engaged in nine depositions before they agreed to go to mediation for the first time in 2023. Mr. Katz, Mr. Espinosa, Mr. Osborne, and Ms. Kramer were also responsible for mediation and settlement. Mr. Osborne and Mr. Espinosa

handled the majority of work with respect to drafting Plaintiffs' mediation briefs in 2023 and 2024, including Plaintiffs' damages analyses. Ms. Kramer led the negotiations for Plaintiffs during and following the Parties' 2024 mediation and negotiated the settlement agreement initially drafted by Mr. Espinosa. Ms. Erickson performed significant work on the legal briefing in this case starting in 2023, working with Mr. Katz and Mr. Espinosa. Ms. Erickson, Mr. Osborne and Mr. Espinosa drafted Plaintiffs' motions for class certification and motions for preliminary settlement approval. Mr. Osborne argued multiple motions, including motions for class certification and against summary adjudication, and Mr. Espinosa and Mr. Katz argued demurrers. In total, we and our co-counsel prepared filings for more than 20 motions or oppositions to motions. A further description of the hours spent on this case by attorney is provided in the following paragraphs.

20. I have reviewed the hours entered by my partners and myself and they comport with my knowledge and understanding of the time which we spent on this case. Ms. Erickson has a total of 239 hours on this case, for a total lodestar of $250,950. Ms. Kramer has a total of 716 hours on this case, for a total lodestar of $751,800. I billed a total of 506 hours in this case, which amounts to a lodestar of $531,300. EKO's collective total hours were 1,461 for a lodestar of $1,534,050. EKO conducted legal research regarding the elements of Plaintiffs' various claims and drafted background memos and performed other research, researched and conferred with potential experts regarding Plaintiffs' claims, were responsible for much of the legal writing related to motion for class certification and the opposition to summary adjudication. EKO conducted all depositions in the matter and defended one of the Plaintiff depositions. Mr. Osborne argued multiple hearings and was the primary author of Plaintiffs' several motions. In connection with mediation and settlement, we reviewed and provided comprehensive edits to the settlement agreement and class notice. Ms. Kramer was involved in drafting and negotiating the settlement, spending significant time drafting, editing, and negotiating the terms of the long-form settlement agreement, which went through numerous rounds of competing edits between the Parties. She also reviewed and edited the settlement notice documents, and other settlement-related items. Along with Ms. Kramer and Mr. Espinosa, I drafted and edited Plaintiffs' initial and renewed motions for preliminary approval and supporting papers. Following preliminary approval, we assisted the settlement administrator with Mr. Espinosa in finalizing and effectuating distribution of the class notice, fielded phone calls from Settlement Class Members, and reviewed weekly reports from settlement administrator.

21. Copies of detailed timesheets and expenses are proprietary and contain confidential information subject to attorney-client privilege and work-product protection, but they will be made available for the Court's review upon request.

22. Of all hours worked on this case by Class Counsel, there was little to no duplication of effort, as we divided up the work as noted into discrete tasks. For all hours worked, including by me, I exercised my discretion to cut hours where I felt time was non-compensable or exceeded what was reasonably necessary to accomplish the task in question. I have reduced some of my time for meetings with co-counsel, where I felt our time in talking jointly, for example, may have been duplicative. We consciously assigned work to be done as efficiently and effectively as possible in accordance with our respective skills, expertise, and availability. I believe this division of effort contributed to efficiently obtaining the settlement reached between the parties.

23. The Parties first mediated this case with Hon. Ron Sabraw (ret.) of JAMS in December 2023. After a full day of mediation, the Parties walked away without progress. Beginning in 2024, the Parties again engaged in further negotiations. On October 25, 2024, the Parties participated in a full-day mediation overseen by Bruce Friedman of JAMS in Los Angeles. Prior to the mediation, the Parties prepared detailed mediation briefs outlining their positions on the strengths and weaknesses of the case as well as damages analyses. The Parties negotiated vigorously but were unable to reach an agreement. Following the mediation, the Parties continued to negotiate over the next several weeks through shuttle communications led by Mr. Friedman. With assistance from Mr. Friedman, the Parties finally reached a settlement in principle in November 2024, with multiple crucial details not yet fully resolved. Over the next six-plus months, the Parties painstakingly negotiated a complete settlement agreement, along with exhibits of the notice, allocation plan, and proposed orders. These efforts resulted in the Settlement Agreement executed on June 3, 2025.

24. Additional attorney hours will be necessary to complete the final approval process and ensure proper administration of the Settlement. This future work is not reflected in the lodestar before the court. As previously noted, work on this final approval motion also is not included in the lodestar figures.

25. None of the attorneys for the Class have received any compensation for the hours we have worked on this case. Working without compensation on a large case for this time has

had a negative financial impact on the economic health of our practices. This is not stated as a complaint, but for the Court's consideration in determining an appropriate attorney fee award.

Settlement and Catalyst Benefits

26. The proposed Settlement provides three main benefits: a gross settlement amount of $4 million, equitable relief in the form of ceasing fees for late payment of rent and RINCO fees for a specified period of years, and debt relief. Additionally, Defendants have identified benefits in the form of changes to their business practices that were catalyzed by this litigation.

a. **Gross Settlement Payment**. Defendants will pay a non-reversionary gross settlement amount of **$4 million**. The per-class member amount is approximately $120 per class member (($4 million gross Settlement Amount – $2 million in attorney's fees – $98,846 in litigation expenses – $40,000 in incentive awards – $47,619 in notice and administration costs) / 15,095 class members = $120 per class member). 200 Settlement Class Members will receive payments of over $1,000, and no settlement payment will be less than $20. This amount will be used to make payments to Settlement Class Members, cover the cost of notice and administration, and to pay attorneys' fees and costs and service awards to the named Plaintiffs.

b. **Equitable Relief.** The Settlement provides that, for a period of two years starting upon the date of the Preliminary Approval Order, neither Defendants nor any of their affiliates shall charge fees for late payment of rent to any resident residing at the JRK California Apartments as of the date of the Preliminary Approval Order. The Settlement also provides that, for a period of seven years starting upon the date of the Preliminary Approval Order, neither Defendants nor any of their affiliates shall charge fees for failure to maintain renter's liability insurance to any resident residing at the JRK California Apartments as of the date of the Order. These remedial measures will benefit Settlement Class Members and other members of the public. According to the declaration of Thomas Manzo, current President of JRK Residential Group, Inc. (the "Manzo Declaration"), filed with Plaintiffs' renewed motion for preliminary approval on October 24, 2025, approximately $294,000 in late fees and $159,425 in RINCO fees were charged at

JRK's California properties in 2024. Mr. Manzo also states that the average tenure of a tenant at one of JRK's California properties is approximately 1.8 years.[2] Based on this information, Class Counsel estimate that the monetary value of this prospective equitable relief is approximately **$800,000** (($294,000 in annual late fees * 1.8 years) + ($159,425 in annual RINCO fees * 1.8 years) = $816,165). A further declaration by Mr. Manzo describing the steps taken by JRK to provide this relief is being filed concurrently with this motion.

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

d. **Catalyst Benefits.** In the Settlement Agreement, Defendants represent that they have adopted remedial measures in response to the litigation, including: (a) reducing the amounts of the individual late fees and RINCO fees charged at the JRK California Apartments; and (b) purchasing and deploying compliance software Entrata CORE. Class Counsel believe that there was a benefit associated with decreasing the amounts of individual fees charged, but do not estimate its

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[2] These updated figures from Defendants replace the $278,000 in annual late fees, $142,000 in RINCO charges and approximately two-year average tenure used in Class Counsel's prior estimate.

monetary value. Regarding software compliance, Class Counsel estimate the value of these measures range from **$992,000 to $2.3 million**. The $992,000 figure is based on a five-year deployment period and information contained in the Manzo Declaration that the annual cost the adoption and use of compliance software attributable to JRK's California properties is $198,400.[3] The $2.3 million figure reflects the estimated total amount of rent overcharges that the compliance software can be expected to avoid over a five-year period, based on approximately $2.1[4] million in rent increases allegedly in excess of TPA limits from January 2020 to June 2024.

e. **Total Estimated Value of Settlement and Catalyst Benefits.** Based on the above, Class Counsel believe that the total value of the Settlement and catalyst benefits may reasonably be estimated to range from **$6.1 million to $7.4 million**.

<u>Litigation Expenses</u>

27. To date, Class Counsel has incurred $98,846 in litigation expenses, which consists of mediation fees, expert fees, data expenses, transcripts, and other customary litigation expenses. These costs are detailed as follows.

	TOTAL
Copying	$1,025.55
ESI collection and hosting	$12,693.47
Expert fees	$52,350.00
Filing and service	$1,953.35
Legal research	$228.70
Mediation fees	$10,752.38
Transcripts	$14,239.90
Translation	$1,247.94
Travel	$4,354.71
TOTAL	**$98,846.00**

[3] $198,400 annual cost * 5 years = $992,000. According to JRK, total Entrata costs companywide are approximately $1.24 million annually and California properties make up about 16 percent of its inventory. (Manzo Dec., ¶ 7.) $1.24 million * 0.16 = $198,400.
[4] $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.

Administrative Expenses

28. A declaration by Tiffany Sugrim is being filed concurrently with this final approval motion, which details the class notice, website, call center and other settlement administration activities performed by Settlement Administrator Angeion Group, LLC ("Angeion") to date.

29. In September 2025, Angeion estimated total notice and settlement administration expenses of approximately $47,619.00. As of June 1, 2026, Angeion incurred approximately $35,000 in Administrative Expenses. Angeion has informed Class Counsel that it was required to undertake additional work to conduct class member data "clean-up" (merging, matching, and de-duplication of data from various sources) and that certain payment processing services are likely to be more expensive than originally estimated, due, for example, to the ratio of class members that will need paper versus electronic checks. Accordingly, an additional $15,000 (for a maximum of $62,619) is requested to cover overages that are reasonably incurred to bring administration of the settlement to its complete conclusion. If the maximum $62,619 is approved, only the amount actually incurred will be paid to Angeion.

Service Awards

30. The four named Plaintiffs (Sharon Felker, Herman Grishaver, Edgar Cruz Soriano and Jeanace Zetino) have been actively engaged and responsive throughout this litigation from its inception in 2020. As described in their four declarations (being re-filed concurrently), Plaintiffs gathered thousands of pages of records responsive to JRK's discovery requests, reviewed multiple rounds of pleading and actively participated in the preparation of responses to hundreds of written discovery requests. Each Plaintiff met with counsel to prepare for deposition and was deposed by JRK's counsel. Each also regularly consulted with Class Counsel in person, by telephone and electronically regarding case investigation, pleading, discovery, deposition preparation, mediation and settlement throughout the course of this complex, multi-year litigation. (*See* Felker Decl., ¶¶ 3, 5-8; Grishaver Decl., ¶¶ 3-8; Cruz Decl., ¶¶ 3-7; Zetino Decl., ¶¶ 3-8.). The sustained effort and diligent attention and assistance of all four of the named Plaintiffs over the past six years have been instrumental in reaching a resolution of this litigation.

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

Dated this July 20, 2026.

Kevin M. Osborne