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SEP 11 2026

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA

BY *ll* DEPUTY CLERK

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

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

ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
AWARD OF ATTORNEY FEES,
COSTS AND SERVICE PAYMENTS,
AND ENTRY OF JUDGMENT

Plaintiffs Sharon Felker, Herman Grishaver, Edgar Cruz Soriano, and Jeanace Zetino
("Plaintiffs") move for final approval of the settlement entered into in this action; for an award of
attorney fees, costs, and service payments; and for entry of judgment as set forth in the parties'
Settlement Agreement.

I. Final Fairness Hearing

After preliminary approval, the court determines whether the settlement is fair, adequate,
and reasonable in a final hearing. (CRC 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
Cal.App.4th 1794, 1801; see also *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.
2d 615, 625; Fed. Rule of Civ. Proc., Rule 23(e).) The trial court has broad powers to determine
whether the settlement is fair. (*Dunk v. Ford, supra*, at 1801; *Mallick v. Superior Court* (1979)
89 Cal. App. 3d 434.) The purpose of this requirement is "the protection of those class members,
including the named plaintiffs, whose rights may not have been given due regard by the
negotiating parties." (*Officers for Justice v. Civil Service Com., supra*, 688 F. 2d at 624.)

1 At this hearing, the Court should consider relevant factors, such as the strength of
2 Plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of
3 maintaining class action status through trial; the amount offered in settlement; the extent of
4 discovery completed and the stage of the proceedings; the experience and views of counsel; the
5 presence of a governmental participant; and the reaction of the class members to the proposed
6 settlement. However, the list is not fixed and the factors which the court considers must be
7 tailored to each case. (*Dunk v. Ford, supra*, at 1801.) Ultimately, "the inquiry 'must be limited
8 to the extent necessary to reach a reasoned judgment that the agreement is not the product of
9 fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement,
10 taken as a whole, is fair, reasonable and adequate to all concerned.' [Citation.]" (*Ibid.*) The
11 determination is in the end "an amalgam of delicate balancing, gross approximations and rough
12 justice." (*Officers for Justice v. Civil Service Com.* (9th Cir.1982) 688 F.2d 615, 625; see also
13 *Dunk v. Ford, supra*, at 1801, quoting *Officers for Justice, supra*.) However, while the party
14 seeking settlement approval has the burden of showing the settlement is "fair and reasonable,"
15 nevertheless "there is a presumption of fairness when: (1) the settlement is reached through
16 arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the
17 trial court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
18 percentage of objectors is small." (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th
19 322, 337; see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43; *Dunk v. Ford, supra*, at
20 1801.)

21 **II. Preliminary Approval**

22 On March 25, 2026, this court granted Plaintiffs' motion for preliminary approval of the
23 class action settlement. The Settlement Agreement provides for a cash award of \$4 million;
24 equitable relief in the form of a two-year cessation of charging late fees and a seven-year
25 cessation of charging fees related to insurance valued at approximately \$800,000; debt relief and
26 cessation of debt collection activities valued at \$350,000; remedial measures valued at \$992,000
27 to \$2.3 million, for a total value of \$6.1 million to \$7.4 million. The remedial measures include
28 reducing the fees charged as well as obtaining and using compliance software in managing the

1 properties to avoid rent overcharges. From the Settlement Fund applying to Class Members
2 generally, \$41,250 will be set aside in a separate fund (the “Set-Aside Fund”) for payment of \$50
3 to each Collection Class Member beyond the payment they receive from the Net Settlement
4 Fund.

5 Nothing in the Motion for Final Approval changes this court’s determination that a
6 presumption exists that the settlement was fair. Whether it remains adequate and reasonable
7 based upon the allocation of the Net Settlement Amount remains to be determined, as discussed
8 below.

9 **III. Notice to Class Members**

10 The Allocation Plan for distributing settlement amounts to Class Members first identified
11 Class Members through defendant JRK’s records and gave each a unique claimant identifier.
12 (Osborne decl., Exhibit A.) Collection Class Members would be eligible to submit a claim for an
13 additional \$50. (*Ibid.*) The Settlement Fund was to be divided into a Net Settlement Fund and the
14 smaller Set Aside Fund. (*Ibid.*) Each Settlement Class Member’s pro rata share of the Net
15 Settlement Fund will be determined based on the amount of alleged damages that Settlement
16 Class Member experienced. (*Ibid.*)

17 On or about March 24, 2026, Settlement Administrator Angeion Group, LLC
18 (“Angeion”) received two Class Member lists from Defendants’ Counsel. (Sugrim Decl., ¶5.)
19 The first list identified 15,112 Settlement Class Members and provided their names, addresses
20 and email addresses, as well as property identification numbers and apartment numbers. (*Ibid.*)
21 The second list identified 795 individuals designated as Collection Class Members and included
22 property identification numbers and apartment numbers for each Collection Class Member.
23 (*Ibid.*)

24 On or about April 7, 2026, Class Counsel supplemented the existing class data with a list
25 of total damages for each Settlement Class Member, as calculated by Class Counsel. (*Id.*, at ¶6.)
26 No new Settlement Class Members were added. (*Ibid.*) As directed by Class Counsel, Angeion
27 calculated the total expected payment for each Settlement Class Member in accordance with the
28 requirements set forth in the Allocation Plan, found in the Motion for Preliminary Approval of

1 Class Action Settlement at page 38. (*Ibid.*)

2 On or about April 30, 2026, Class Counsel supplemented the class data separating them
3 into the four class categories of (1) Late Fee Class, (2) RINCO Class, (3) Section 396 Class and
4 (4) Tenant Protection Act Class. (*Id.*, at ¶7.)

5 Angeion reviewed the data files and removed duplicative records and determined 15,095
6 email addresses were for unique Settlement Class Members. (*Id.*, at ¶8.) On May 6, 2026, and
7 May 19, 2026, it sent email notice to 11,877 Class Members and notice by postcard to 3,218
8 Class Members, including to the 1,072 who received an email, but whose email bounced back as
9 undeliverable. (*Id.*, ¶¶9-18.) Overall, 13 Class Members were not able to be notified. (*Id.*, ¶14.)

10 On May 5, 2026, Angeion activated a case-specific website in which Class Members
11 were able to select a payment method and activated a toll-free settlement number. (*Id.*, ¶¶20-21.)

12 The deadline for Collection Class Members to submit a claim form was June 20, 2026.
13 (*Id.*, at ¶22.) As of July 13, 2026, Angeion received 105 Collections Class Member Claim Forms
14 (eligible for an additional \$50) and 1,403 Payment Method Election submissions. (*Ibid.*)
15 Angeion has received 7 requests for exclusion and no objections. (*Id.*, ¶¶23, 24.)

16 The Collections Class Members overlap with the general Class Members. Thus, of the
17 15,095 Class Members, 1,403 responded.

18 The Notice of Settlement indicated that if the Class Members did nothing, they would be
19 included in the settlement. Therefore, all Class Members who did not opt out should receive
20 payment. Whether those payments are cashed will be the deciding factor to determine what
21 percentage of Class Members actually received notice of this settlement.

22 **IV. Administrative Fees**

23 Angeion seeks \$47,619.00 in settlement administration expenses. Angeion's expenses
24 include \$6,150.00 for the website which received 2,607 website visits by 1,544 unique users and
25 \$2,675.00 for call center expenses that received 121 calls. (Memo., 7:15-23; Sugrim decl., ¶¶20,
26 21.) Of the 15,095 Class Members, 1,403 responded. This low response rate leaves this court
27 wondering whether Class Members mostly read the notice and decided to opt in by doing
28 nothing, or if the emails sent to them were directed to spam folders. If the latter, any electronic

1 payments will likely be missed. Accordingly, this court will approve payment to Angeion of
2 \$47,619. This matter will be set for a compliance hearing as set forth below to determine the
3 total number of payments cashed by Class Members.

4 **V. Attorney Fees**

5 A finding that the settlement is fair is not dispositive of the attorney fees issue. This court
6 assumes a fiduciary role for the class members in evaluating a request for an award of attorney's
7 fees from the common fund. (*In re Mercury Interactive Corp. Securities Litigation* (9th Cir.
8 2010) 618 F.3d 988, 994.) The distribution of fees must bear some relationship to the services
9 rendered. (*Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1142.)

10 Courts recognize two methods for calculating attorney fees in civil class actions: the
11 lodestar/multiplier method and the percentage of recovery method. (*Wershba v. Apple Computer,*
12 *Inc.* (2001) 91 Cal. App. 4th 224, 254.) The latter method is most commonly used in statutory
13 fee-shifting schemes to reward attorneys for engaging in socially useful litigation. It is also
14 applied when the type of recovery does not allow easy calculation of the settlement's value.

15 Class Counsel are seeking a percentage of the settlement fund. In determining what
16 percentage is reasonable, courts commonly consider: the percentage likely to have been
17 negotiated between private parties in a similar case (e.g., 30-40% in tort cases); percentages
18 applied in other class actions (usually around 25%); the quality of class counsel; and the size of
19 the award. (See Weil, et al, *Civil Procedure Before Trial*, (TRG 2024) § 14:145.3, citing *In re*
20 *Ikon Office Solutions, Inc. Secur. Litig.* (ED PA 2000) 194 FRD 166, 193.)

21 Use of the percentage method is particularly appropriate in “common fund” cases such as
22 this one, as it simply awards counsel some percentage of the settlement fund. (*In re Ikon Office*
23 *Solutions, Inc. Secur. Litig. supra*, at p. 193.) This method theoretically aligns the interests of
24 counsel and class more closely than does the lodestar method: a larger recovery with fewer hours
25 expended benefits all parties. (*Ibid.*)

26 The question is whether the requested percent—here, 27 to 33 percent—is an appropriate
27 percentage for Class Counsel in this action. This determination is somewhat elastic and depends
28 largely on the facts of a given case, but certain factors are commonly considered. Specifically,

1 the court may address the percentage likely to have been negotiated between private parties in a
2 similar case, percentages applied in other class actions, the quality of class counsel, and the size
3 of the award. (*See In re Ikon Office Solutions, supra*, at p. 193.)

4 The Ninth Circuit has consistently approved a “benchmark” award of 25 percent of the
5 common fund. (*Bellinghausen v. Tractor Supply Company* (N.D. Cal. 2015) 306 F.R.D. 245,
6 260.) However, that percentage is often higher for smaller cases where recovery is under \$10
7 million. (*Haro v. Walmart, Inc.* (E.D. Cal., Jan. 10, 2025, No. 1:21-CV-00239-KES-SKO) 2025
8 WL 73109, at *13.)

9 With respect to the contingent nature of litigation, courts tend to find above-market-value
10 fee awards more appropriate in this context given the need to encourage counsel to take on
11 contingency-fee cases for plaintiffs who otherwise could not afford to pay hourly fees.
12 (*Bellinghausen v. Tractor Supply Company* (N.D. Cal. 2015) 306 F.R.D. 245, 260.) Moreover,
13 when counsel takes cases on a contingency fee basis, and litigation is protracted, the risk of non-
14 payment after years of litigation justifies a significant fee award. (*Ibid.*)

15 In cross-checking the attorney fee request, “the ‘lodestar’ is calculated by multiplying the
16 number of hours ... reasonably expended on the litigation by a reasonable hourly rate.” (*Id.* at p.
17 261.) In determining the reasonable hourly rate, the district court should be guided by the rate
18 prevailing in the community for similar work performed by attorneys of comparable skill,
19 experience, and reputation. (*Ibid.*) “Once the court has fixed the lodestar, it may increase or
20 decrease that amount by applying a positive or negative ‘multiplier’ to take into account a variety
21 of other factors, including the quality of the representation, the novelty and complexity of the
22 issues, the results obtained, and the contingent risk presented.” (*Ibid.*)

23 Class Counsel seek \$2,000,000 in attorney’s fees, 27% to 33% of the \$6.1 million to \$7.4
24 million total settlement value.

25 Class Counsel state they have expended more than 4,700 billable hours on this action—
26 up approximately 300 hours since the motion for preliminary approval. (Osborne decl., ¶9;
27 Preliminary Approval Osborne decl., ¶14.) Kevin Osborne, Elizabeth Kramer, and Julia Erickson
28 are the three attorneys at Erickson Kramer Osborne LLP (“EKO”) who worked on this case.

1 (Osborne decl., ¶¶2-7.) Joshua Katz, of the Law Office of Joshua Katz, and Todd Espinosa, of
2 the Law Office of Todd Espinosa, were also Class Counsel.

3 Ms. Kramer and Ms. Erickson appear to each have 13 years of experience in complex
4 litigation and class actions. (Osborne decl., ¶¶5, 6.) There billing rates for this case are stated to
5 be \$1,050 per hour. (*Ibid.*) Ms. Kramer spent 716 hours on this case. (*Id.*, ¶20.) Ms. Erickson
6 spent 239. (*Ibid.*)

7 Mr. Osborne has 18 years of experience in complex litigation. (*Id.*, ¶7.) His hourly rate is
8 also stated to be \$1,050. (*Ibid.*) He billed 506 hours. (*Id.*, at ¶20.)

9 Mr. Katz states he has practiced law for 36 years and that his experience includes class
10 actions in state and federal courts. (Katz decl., ¶¶2, 3.) For the past 23 years, Mr. Katz has
11 maintained a solo practice in Sonoma County focusing on housing issues. (*Id.*, ¶4.) He states his
12 current billing rate is \$650 per hour. (*Id.*, ¶7.) While he did not maintain contemporaneous
13 records of the time he spent on this action, he estimates he spent 1685 hours on this case,
14 presumably based upon the tasks he participated in. (*Id.*, ¶¶8-16.)

15 Mr. Espinosa has 25 years of experience, primarily in the areas of tenants' rights, housing
16 discrimination, consumer protection and complex plaintiff-side litigation. (Espinosa decl., ¶4.)
17 He states his hourly billing rate is \$875. (*Id.* ¶8.) He states he spent 1,779.2 billable hours in this
18 case. (*Id.*, ¶13.)

19 Class Counsel note they have obtained high hourly billing rates in other cases. However,
20 their recovery in other cases, based upon the complexity of those cases, the work performed and
21 results obtained therein, is irrelevant. No billing records for this case have been provided.

22 The hourly rates supporting Class Counsel's lodestar are excessive for this area. In
23 addition, Class Counsel have not specified whether their fees include work performed by law
24 clerks and/or paralegals not billed to the case. Routine case management, discovery, and basic
25 motions do not support the above hourly rates. Nor does time spent in mediation or in
26 discussions with experts. In fact, Class Counsel have not indicated what was so complex or
27 extraordinary about this case, or how Class Counsel managed it so efficiently, that supports
28 charging such high hourly rates.

1 Based upon the length of time this case was litigated, the issues involved, and the number
2 of attorneys representing the class, this court finds that the percentage method of recovery is
3 most appropriate. This court will allow attorney fees in the amount of 32.8% of the total
4 settlement value, or \$2,000,000.00.

5 **VI. Expenses**

6 Class Counsel seek \$98,846 in expenses. In opposition, Defendant argues that some of
7 the requested expenses are not authorized by CCP section 1032 and 1033.5.

8 In reply, Class Counsel argue that the settlement agreement did not limit costs to those
9 recoverable under sections 1032 and 1033.5 and that litigation expenses for such things as expert
10 fees are routinely granted in common fund cases.

11 Mr. Katz states he has advanced \$19,793 in litigation expenses. (Katz decl., ¶20.) Mr.
12 Espinosa states he has incurred \$35,818.07 in litigation expenses. (Espinosa decl., ¶18.) Neither
13 has specified how those costs were incurred.

14 EKO breaks down \$98,846 into: \$1,025.55 in copying fees; \$12,693.47 for ESI collection
15 and hosting; \$52,350.00 for expert fees; \$1,953.35 for filing and service; \$228.70 for legal
16 research; \$10,752.38 for mediation fees; \$14,239.90 for transcripts; \$1,247.94 for translation;
17 and \$4,354.71 for travel. (Osborne decl., ¶27.)

18 While this court has discretion to award litigation expenses pursuant to the settlement
19 agreement, the expenses must be reasonable. Generally, expert fees are only allowable when
20 ordered by the court. (CCP section 1033.5(a)(8).) Travel, transcription, and interpreter expenses
21 are only allowable for depositions. (CCP section 1033.5(a)(3).) Here, Class Counsel has
22 provided a detailed supplemental explanation of expenses reasonably incurred in this matter. The
23 Court awards \$98,846.00 to Class Counsel for expenses.

24 **VII. Representative Service Award**

25 This case had four class representatives. Jeanace Zetino was a resident of JRK's
26 apartment complex in Petaluma from 2018 through 2023. (Zetino decl., ¶2.) She states she has
27 been involved in this case since 2020 and estimates she spent 50 hours collecting and reading
28 documents; participating in phone calls, meetings, and emails; and sitting for her deposition. (*Id.*,

¶¶3-7.) She took a day off of work to participate in her deposition. (*Id.*, ¶4.) She also describes the toll the lawsuit took on her. (*Id.*, ¶¶8-9.)

Herman Grishaver was a resident at JRK's apartment in Petaluma from 2017 through 2020. (Grishaver decl., ¶2.) He estimates he spent 55 hours or more on this case and describes the impact of litigation on him and his wife. (*Id.*, ¶¶3-9.)

Edgar Cruz Soriano was a resident of JRK's apartment in Petaluma from 2009 through 2019. (*Id.*, ¶2.) He also estimates about 50 hours spent on this litigation. (*Id.*, ¶¶3-7.)

Sharon Felker was a resident at JRK's apartment in Petaluma from 2016 through 2023. (Felker decl., ¶2.) She also estimates 50 hours spent on this case and discusses the toll the case took on her. (*Id.*, ¶¶3-8.)

Based upon these declarations, this court finds that service awards of \$7,500 each are reasonable in this matter.

VIII. Conclusion

The motion is GRANTED as follows: Settlement Administrator Angeion may pay itself \$47,619 for administration expenses. Class Counsel are awarded \$2,000,000.00 in attorney fees and \$98,846.00 in expenses. Angeion shall retain ten percent (10%) of the attorney fee award to Class Counsel pending further order of the Court after the upcoming compliance hearing. Class Representatives Jeanace Zetino, Herman Grishaver, Edgar Cruz Soriano, and Sharon Felker are each awarded \$7,500.

The Court has modified the attorney fee award upward from the Tentative Ruling of August 28, 2026. Counsel's presentation disabused the Court of its misapprehension of the total value of the settlement. The fees award has been adjusted accordingly.

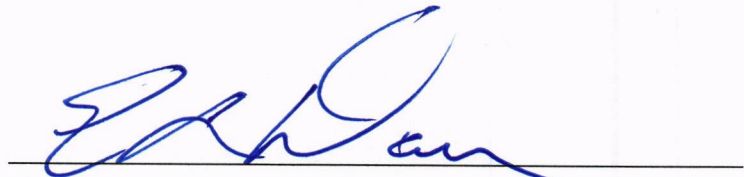
The compliance hearing is **SET** for Wednesday, March 10, 2027, at 3:00 p.m. in Department 16. At least seven calendar days before the compliance hearing, Class Counsel and Angeion shall submit a summary accounting of the Settlement Fund identifying the distributions made from the Settlement Fund, the status of any unresolved issues and any other matters appropriate to bring to the Court's attention.

Pursuant to California Rule of Court 3.769(h) and the parties' Settlement Agreement, this

1 order shall constitute the Final Order and Final Judgment. This Final Judgment is intended to be
2 a final disposition of the above captioned action in its entirety and is intended to be immediately
3 appealable. This Judgment resolves and extinguishes all claims released by the Settlement
4 Agreement against Defendants. Pursuant to California Rule of Court 3.771(a), the members of
5 the class are described in the Court's Order Granting Preliminary Approval of the Settlement.
6 Attached hereto as Exhibit A is a list of persons who made valid and timely requests to be
7 excluded and are thus not bound by the Settlement Agreement and this Final Order and
8 Judgment and shall not be entitled to any of the benefits afforded under the Settlement
9 Agreement. Pursuant to California Rule of Court 3.771(b), Angeion shall post a copy of this final
10 judgment on the settlement website. The Court shall retain jurisdiction over the parties to enforce
11 the terms of this final judgment, pursuant to California Rule of Court 3.769(h).

12 IT IS SO ORDERED.

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14 Dated this Sept. 11 2026.



15 Hon. Elliot L. Daum
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Exhibit A to Final Order and Judgment

Felker et al. v. JRK Residential Group, Inc. et al., Case No. SCV-267587

Persons Excluded from Settlement

1. Brisbois, Nicole;
2. Lee, Na Young
3. Mendoza, Andrew;
4. Poitevin, Griffin;
5. Rosado, Marianella;
6. Rosado, Victoria; and
7. Young, Nellisa (Nicole).

PROOF OF SERVICE BY ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Avenue, Santa Rosa, California, 95403, and my email address is donotreplyjudicialassistant@sonomacourt.org; that I am not a party to this case; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for electronic mailing; and that on the date shown below I placed a true copy of the **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AWARD OF ATTORNEY FEES, COSTS AND SERVICE PAYMENTS, AND ENTRY OF JUDGMENT** and noted attachments by electronic mailing to each addressee respectively as indicated below.

Date: September 11, 2026

Robert Oliver
Clerk of the Court

By: Sarah Helstrom
Sarah Helstrom, Deputy Clerk

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