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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

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

Judge: Hon. Patrick M. Broderick

Date: August 19, 2026

Time: 3:00 p.m.

Dept. 17

Complaint Filed: December 22, 2020

Trial Date: N/A

1 On March 25, 2026, the Court entered an order granting preliminary approval (the
2 “Preliminary Approval Order”) to the Settlement Agreement between Plaintiffs SHARON
3 FELKER, HERMAN GRISHAVER, EDGAR CRUZ SORIANO, and JEANACE ZETINO
4 individually and on behalf of the Settlement Classes (as defined below) and Defendants JRK
5 RESIDENTIAL GROUP, INC. and JRK PROPERTY HOLDINGS, INC. (“JRK” or
6 “Defendants”).

7 On May 6, 2026, the Settlement Administrator provided notice in compliance with the
8 Settlement Agreement, the Preliminary Approval Order, due process, and Cal. Civ. Proc. Code §
9 382. The Notice: (a) fully and accurately informed Class Members about the Litigation and the
10 existence and terms of the Settlement Agreement; (b) advised Class Members of their right to
11 request exclusion from the Settlement and provided sufficient information so that they were able
12 to decide whether to accept the benefits offered, opt out, or object to the Settlement; (c) provided
13 procedures for Settlement Class Members to file written objections to the Settlement, and to
14 appear at the Final Approval Hearing; and (d) provided the time, date, and place of the Final
15 Approval Hearing.

16 On August 19, 2026, the Court held a Final Approval Hearing to determine whether the
17 proposed settlement is fair, reasonable and adequate and whether judgment should be entered in
18 this Litigation. The Court reviewed (a) the Motion for Final Approval (the “Motion”) and all
19 supporting materials; (b) any objections filed with or presented to the Court; and (c) the Parties’
20 responses to any objections. The Court also considered the oral argument of counsel and any
21 objectors who appeared. Based on this review and the findings below, the Court grants the
22 Motion.

23 IT IS HEREBY ORDERED as follows:

- 24 1. Unless otherwise defined herein, all capitalized terms have the same meaning ascribed to
25 them in the Settlement Agreement.
- 26 2. The Court has jurisdiction over this Litigation, Plaintiffs, Defendants, and Settlement
27 Class Members, and any party to any agreement that is part of or related to the
28 Settlement. Venue is proper in this Court.
- 29 3. The Court hereby finds the Settlement is, in all respects, fair, reasonable, and adequate
30 and in the best interests of the Settlement Class, and consistent with all requirements of
31 due process and applicable law. Specifically, the Court finds:
 - 32 a. Plaintiffs and Class Counsel have vigorously represented the Settlement Classes.

- b. The Settlement was negotiated at arm's length by capable and experienced counsel, with full knowledge of the facts, the law, and the risks of continuing to litigate, acting in the best interests of their respective clients, under the supervision of an experienced mediator.
- c. The monetary and non-monetary relief provided for in the Settlement is adequate considering the costs, risks, and delay of trial and appeal. The Allocation Plan, and the Set-Aside Fund provided for therein, is an appropriate method of compensating Settlement Class Members. The restriction on charging late fees for two years and RINCO fees for seven years as well as the debt relief provided pursuant to the Settlement constitute meaningful and valuable relief.
- d. The Settlement Agreement confers substantial benefits on the Settlement Class Members and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the Settlement is fair, reasonable, and adequate.

CERTIFICATION OF THE SETTLEMENT CLASSES

4. The Court affirms the class certification findings in the Preliminary Approval Order and certifies the following Settlement Classes:

Late Fee Class: all tenants whose leases for JRK California Apartments provide for a late rent charge and who were charged that late charge on a net basis, from December 22, 2016 to June 27, 2024. This includes tenants of The Arbors at California Oaks, Cascades Apartments, Crown Point Apartments, Diamond Hillside Apartments, Dominion Heights Apartments, Duo Apartments, The Grove Luxury Apartments / Vineyard / Enclave, The Harrison Glendale, Montage at Fair Oaks Apartments, Parkside Glen Apartment Homes, Rancho Solana, Serenade at River Park, Somerset Glen Senior Apartments, and Terraces at Highland Reserve Luxury Apartments.

RINCO Class: all tenants whose leases for JRK California Apartments provide for a fee for a missing renter's liability insurance policy and who were charged that fee on a net basis, from December 22, 2016 to June 27, 2024. This includes tenants of The Arbors at California Oaks, Cascades Apartments, Crown Point Apartments, Diamond Hillside Apartments, Dominion Heights Apartments, Duo Apartments, The Grove Luxury Apartments / Vineyard / Enclave, The Harrison Glendale, Montage at Fair Oaks Apartments, Rancho Solana, Serenade at River Park, and Terraces at Highland Reserve Luxury Apartments.

Section 396 Class: all tenants with initial lease terms of no longer than one year who were charged rental price increases of more than 10 percent for JRK California

1 Apartments in Los Angeles, Sonoma, or Ventura Counties during Wildfire Section
2 396 Protection Periods in those counties. This includes tenants of The Grove
3 Luxury Apartments / Vineyard / Enclave, Rancho Solana, Serenade at River Park,
4 and Somerset Glen Senior Apartments. Excluded from this class are tenants of The
Harrison Glendale.

5 Tenant Protection Act Class: tenants who, from January 1, 2020 to June 27, 2024
6 were charged rent increases based on gross rental rates excluding discounts,
7 incentives, concessions or credits for JRK California Apartments that exceeded the
8 Rental Rate Caps. This includes tenants of The Arbors at California Oaks,
9 Cascades Apartments, Crown Point Apartments, Diamond Hillside Apartments,
10 Dominion Heights Apartments, The Grove Luxury Apartments / Vineyard /
11 Enclave, Montage at Fair Oaks Apartments, Rancho Solana, Serenade at River Park
12 (with the caveat in this paragraph below), and Terraces at Highland Reserve Luxury
13 Apartments. Excluded from this class are tenants of Parkside Glen Apartment
Homes, Somerset Glen Senior Apartments, The Harrison Glendale, and Duo
Apartments. Also excluded from this class are tenants of the Serenade at RiverPark
whose rent increased in excess of the Rental Rate Caps before the Serenade TPA
Dates.

14 NOTICE AND ADMINISTRATION

- 15 5. The Court finds that notice was given in accordance with the Preliminary Approval
16 Order, and that the form and content of that Notice, and the procedures for disseminating
17 notice, satisfy the requirements of Cal. Civ. Proc. Code § 382, Cal. Civ. Code § 1781, and
18 due process and constitute the best notice practicable under the circumstances.
- 19 6. Adequate notice of the proceedings was given to Settlement Class Members, with a full
20 opportunity to participate in the fairness hearing. Therefore, it is hereby determined that
21 all Settlement Class Members are bound by this Final Order and Judgment.
- 22 7. The Plan of Allocation, and the Set-Aside Fund provided for therein, is a fair and
23 reasonable way to optimize payments and benefits to Settlement Class Members and is
24 approved.
- 25 8. The Court grants final approval of the Settlement Agreement in full, and the Parties shall
26 carry out their respective obligations under the Settlement Agreement in accordance with
27 its terms.

28 EXCLUSIONS AND OBJECTIONS

- 29 9. Attached hereto as **Exhibit A** is a list of persons who made valid and timely requests to
30 be excluded and are thus not bound by the Settlement Agreement and this Final Order
31 and Judgment and shall not be entitled to any of the benefits afforded under the
32 Settlement Agreement.

1 10. No objections to the Settlement were submitted by Settlement Class Members. All
2 persons who did not object to the Settlement in the manner set forth in the Settlement
3 Agreement are deemed to have waived any objections, including by appeal.

4 **RELEASE**

5 11. The full terms of the release set forth in Section 6 of the Settlement Agreement is
6 specifically approved and incorporated herein (the "Release").

7 **OTHER PROVISIONS**

8 12. Notice of this Final Order and Judgment will be posted on the Settlement Website.

9 13. If the Effective Date does not occur for any reason, (1) the Final Order and Judgment will
10 be vacated, (2) the Litigation will revert to the status that existed before the Settlement
11 Agreement's execution date, (3) the Parties shall be restored to their respective positions
12 in the Litigation as if the Settlement Agreement had never been entered into, except as
13 provided for in the Settlement Agreement Section 9.2, and (4) no term or draft of this
14 Settlement Agreement, or any part of the Parties' settlement discussions, negotiations, or
15 documentation will be admissible in evidence to prove or disprove the validity of any
16 cause of action or defense pleaded in the Litigation.

17 14. This final judgment is intended to be a final disposition of the above-captioned action in
18 its entirety and is intended to be immediately appealable. This final judgment resolves
19 and extinguishes all claims released by the Settlement Agreement against Defendants.

20 15. All attorney's fees and costs shall be borne as set forth in the Settlement Agreement and
21 as ordered by the Court on Class Counsel's application for an award of attorneys' fees,
22 reimbursement of expenses, and service payments to Class Representatives from the
23 Settlement Amount. This Final Order and Judgment shall not constitute a termination in
24 favor of either party.

25 16. No person will have any claim against Plaintiffs, Class Counsel, Defendants, Defendants'
26 counsel, or the Settlement Administrator arising from or relating to actions,
27 determinations, or distributions made substantially in accordance with the Settlement
28 Agreement or orders of the Court.

29 17. Without affecting the finality of this Final Order and Judgment, the Court reserves and
30 continues jurisdiction with respect to the implementation and enforcement of the
31 Settlement, and all other matters related to the administration, consummation, and
32 interpretation of the Settlement and this Final Order and Judgment.

1 For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion for final approval
2 of the Settlement.

3 For good cause shown, the Court **FURTHER ORDERS** that Class Counsel's
4 application, pursuant to the Settlement Agreement, for the Fee and Expense Award to Class
5 Counsel and Service Awards to Plaintiffs is **GRANTED**.

6 Class Counsel are awarded attorney fees in the amount of **\$2,000,000.00** and
7 expenses in the amount of **\$98,846.00**, which shall be paid to Class Counsel by the
8 Settlement Administrator from the Settlement Amount pursuant to the Settlement
Agreement;

9 Plaintiff Sharon Felker is awarded a service payment in the amount of **\$10,000.00**;
10 Plaintiff Herman Grishaver is awarded a service payment in the amount
11 of **\$10,000.00**; Plaintiff Edgar Cruz Soriano is awarded a service payment in the
12 amount of **\$10,000.00**; and Plaintiff Jeanace Zetino is awarded a service payment
13 in the amount of **\$10,000.00**. These four Service Awards shall be paid to Plaintiffs
14 by the Settlement Administrator from the Settlement Amount pursuant to the
Settlement Agreement.

15 **IT IS SO ORDERED.**

16
17 Dated this _____ 2026.

18 _____
Hon. Patrick Broderick

Exhibit A to Final Order and Judgment

Felker v. JRK Residential Holdings, 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).