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Class Counsel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

FINN WALSH, JACK RONAN, KATHERINE
WALSH, and TIMOTHY WALSH, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

PREMIUM PROPERTY MANAGEMENT &
DEVELOPMENT, INC. DBA PREMIUM
PROPERTIES, a California Corporation;
HASTE PARTNERS, LLC, a California
Limited Liability Company; SAM SOROKIN,
an individual; CRAIG BECKERMAN, an
individual; MARIA DIBLASI, an individuals;
and DOES 1-1000,

Defendants.

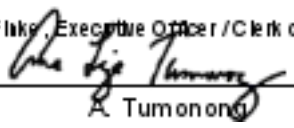
Case No. RG20072409 [lead case]

Case No: 21SC004296 [consolidated case]

CLASS ACTION

**ORDER OF FINAL APPROVAL AND
JUDGMENT: (1) APPROVING CLASS
ACTION SETTLEMENT, (2) AWARDING
CLASS COUNSEL FEES AND EXPENSES,
AND (3) AWARDING CLASS
REPRESENTATIVES INCENTIVE
AWARDS**

Judge: Hon. Michael Markman

FILED
Superior Court of California
County of Alameda
02/06/2025
Clad Fluke, Executive Officer / Clerk of the Court
By:  Deputy
A. Tumorono

1 **PROCEDURAL HISTORY**

2 Plaintiffs Finn Walsh, Jack Ronan, Timothy Walsh, and Katherine Walsh (“Plaintiffs”) filed
3 this Action against Defendants Premium Property Management & Development, Inc. (“Premium”),
4 Haste Partners, LLC (“Haste”), Sam Sorokin, Craig Beckerman, and Maria DiBlasi (collectively,
5 “Defendants”) (together, the “Parties”), styled *Walsh, et al. v. Premium Property Management &*
6 *Development, Inc., et al.*, Case No. RG20072409 (the “Litigation”). Plaintiffs’ complaint alleged claims
7 against Defendants for unlawful landlord practices and brought causes of action for breach of contract,
8 bad faith retention of security deposit in violation of Cal. Civ. Code § 1950.5, conversion, breach of the
9 implied warranty of good faith and fair dealing, violations of California’s Unfair Competition Law,
10 Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), declaratory relief, violations of Berkeley
11 Municipal Code § 13.76.070, violations of Berkeley Municipal Code § 13.78.016, violations of
12 Berkeley Municipal Code § 13.78.017, money had and received, and negligence. After arm’s-length
13 settlement discussions, the Parties have entered into a Settlement Agreement (“Agreement”), which, if
14 approved, would resolve this class action litigation. Currently pending before the Court is Plaintiffs’
15 Motion for Final Approval of the Settlement Agreement, Attorneys’ Fees, Costs, and Incentive Awards
16 for the Class Representatives.

17 After consideration of the Parties’ briefs, the Court hereby GRANTS Final Approval of the
18 Settlement and Class Counsel’s Fees and Costs, and Incentive Awards.

19 On August 20, 2024, the Court entered its Order (1) Preliminarily Approving Class Action
20 Settlement and finding that the range of settlement is reasonable and merits final approval; (2)
21 Approving the Notice Plan by finding that it meets the requirements of California Law and the Due
22 Process Clause of the United States Constitution; (3) Appointing Finn Walsh, Jack Ronan, Timothy
23 Walsh, and Kathrine Walsh as Class Representatives; (4) Certifying the Settlement Class; (5)
24 Appointing the Law Offices of Ronald A. Marron, APLC as Class Counsel; and (6) Setting Final
25 Approval Hearing, in which it preliminarily approved the Settlement.

26 The Court has considered:

- 27 • the points and authorities submitted by Plaintiffs in support of the motion for final
28 approval of the Settlement and in support of an award of attorneys’ fees and litigation

1 expenses, and approval of an incentive award for the Class Representatives (“Final
2 Approval Motion”);

- 3 • the declarations and exhibits submitted in support of said motions;
- 4 • the Settlement Agreement and exhibits thereto;
- 5 • the entire record in this proceeding, including but not limited to the points and
6 authorities, declarations, and exhibits submitted in support of preliminary approval of
7 the Settlement;
- 8 • the Notice Plan, providing full and fair notice to the Class;
- 9 • the existence of zero objections to the Settlement, and the substance of those
10 objections, if any;
- 11 • this Court’s experiences and observations while presiding over this matter, and the
12 Court’s file herein; and
- 13 • the relevant law.

14 Based upon these considerations and the Court’s findings of fact and conclusions of law as set
15 forth in the Preliminary Approval Order and in this Final Judgment and Order (1) Approving Class
16 Action Settlement, (2) Awarding Class Counsel's Fees and Expenses, and (3) Awarding Class
17 Representative Incentive Awards (“Final Approval Order”), and good cause appearing, **IT IS**
18 **HEREBY ORDERED AND DECREED:**

19 1. The capitalized terms used in this Final Approval Order shall have the meanings and/or
20 definitions given to them in the Settlement Agreement or, if not defined therein, the meanings and/or
21 definitions given to them in this Final Approval Order.

22 2. This Final Approval Order incorporates the Settlement Agreement, filed as Exhibit 1 to
23 the Declaration of Ronald A. Marron in support of final settlement approval filed on December 24,
24 2024, including the releases set forth therein and all exhibits thereto, and the Court’s findings and
25 conclusions contained in its Preliminary Approval Order.

26 3. For purposes of settlement only, and in accordance with the standards set forth in *Dunk*
27 *v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, the Court finally certifies this litigation as a class
28 action and finally certifies the settlement Class as follows:

1 LEASE RENEWAL CLASS. All persons and their Guarantors who rented residential property
2 in California and who executed and delivered a written notice of lease renewal or lease renewal
3 form to Premium Property Management & Development, Inc. regarding renewing or extending
4 the term of their lease for a residential property in California from September 1, 2016 through
November 30, 2023 (the "Class Period"), and whose entire unit vacated the property before the
commencement of the renewal period.

5 LEASE FEE CLASS. All persons who rented residential property in California and were
6 charged for roommate add-on fees, roommate replacement fees, request to be removed fees, or
7 lease transfer fees by Premium Property Management & Development Inc. during the Class
Period.

8 SECURITY DEPOSIT CLASS. All persons who rented residential property in California and
9 were charged rent or fees as members of the Lease Renewal Class or the Lease Fee Class and
10 who had deductions taken from their security deposits for that rent or fees by Premium Property
Management & Development Inc. during the Class Period.

11 4. For the reasons stated in the order granting preliminary approval of the settlement, the
12 Court finds that the proposed settlement, as set forth in the Settlement Agreement, is fair, reasonable,
13 and adequate for the Class. *See, e.g., Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1800-01;
14 Cal. Rules of Court, Rule 3.769(g). Accordingly, the Court **GRANTS** Plaintiff's motion for final
15 approval of the class action settlement.

16 5. The Court finds that the requirements of Cal. Code Civ. P. § 382 have been satisfied,
17 and the Court has made a final determination that Plaintiffs Finn Walsh, Jack Ronin, Timothy Walsh,
18 and Katherine Walsh are adequate Class Representatives for the Class. Accordingly, the Court hereby
19 appoints Plaintiffs Finn Walsh, Jack Ronin, Timothy Walsh, and Katherine Walsh as Class
20 Representatives.

21 6. The Court finds that plaintiff's counsel, The Law Office of Ronald A. Marron, APLC,
22 and each of its attorneys, have adequately represented the Class, and hereby appoints them Class
23 Counsel.

24 7. The Court has reviewed and considered Plaintiffs' Motion for Final Approval,
25 Attorneys' Fees, Costs, and Incentive Award and hereby **GRANTS** Plaintiffs' Motion as stated herein.
26 Class Counsel is awarded \$230,400.00 in attorneys' fees, \$30,461.77 in costs that were reasonably
27 necessary to prosecute the action, and \$13,000.00 in Notice Administration costs, for a total fee and
28 expense award of \$273,861.77.

1 8. The court finds that a portion of the attorneys' fee award, the greater of 10% or \$5000.00
2 of the fee award (\$23,040.00), shall be held in an interest-bearing account, maintained either by the
3 claims administrator or class counsel, pending the submission and approval of a final compliance status
4 report after completion of the distribution process.

5 9. The compliance hearing in this matter shall be scheduled for July 10, 2025, 10:00 a.m.
6 in Department No. 23.

7 10. The Court further approves incentive awards sought by Class Representatives Finn
8 Walsh, Jack Ronin, Timothy Walsh, and Katherine Walsh in the amount of \$7,500 to each Class
9 Representative as each Plaintiff has met their obligations under the parameters outlined in *Clark v.*
10 *American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

11 11. The Court finds that the notice of settlement to the Settlement Class and notice
12 methodology implemented by the Settlement Administrator following the Order Granting Preliminary
13 Approval of the Settlement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the
15 action, their right to object to or exclude themselves from the Settlement and their right to appear at the
16 final fairness hearing; (iii) was reasonable and constituted due, adequate and sufficient notice to
17 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of
18 Civil Procedure and due process of law.

19 12. The Court finds that zero (0) individuals have objected to the settlement.

20 13. The Court finds that zero (0) individuals have requested to be excluded.

21 14. The Court finds that zero (0) individuals have requested an adjustment or an alternative
22 distribution.

23 15. The Court finds no evidence of collusion.

24 16. The Parties are to give notice to all Class Members of this Final Order and Judgment in
25 accordance with California Rule of Court 3.771(b) by posting this Final Order and Judgment on the
26 settlement website in accordance with the terms of the Settlement Agreement.

27 17. To the extent not specifically ordered herein, the Court orders the parties to comply with
28 all obligations arising under the Settlement Agreement in a reasonable time and manner.

1 18. Nothing in this Order shall preclude any action to enforce or interpret the terms of the
2 Settlement Agreement. Any action to enforce or interpret the terms of the Settlement Agreement shall
3 be brought solely in this Court.

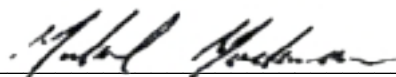
4 19. The Court expressly retains jurisdiction as to all matters relating to the Settlement and
5 this Order, and for any other necessary and appropriate purpose.

6 20. The Final Approval Order and Judgment pursuant to California Rules of Court Rule
7 3.769(h), wherein the Court retains jurisdiction over the parties to enforce the terms of the judgment,
8 should be entered.

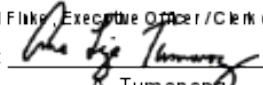
9 21. The Settlement is not an admission by Defendants, nor is this Order a finding of the
10 validity of any allegations of wrongdoing by Defendants. Neither this Order, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
12 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
13 by or against Defendants.

14
15 **IT IS SO ORDERED.**

16
17
18
19 Dated: 02/06/2025



Hon. Michael Markman
JUDGE OF THE SUPERIOR COURT
Michael Markman / Judge

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 02/10/2025</p>
<p>PLAINTIFF/PETITIONER: Finn Walsh et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong</p>
<p>DEFENDANT/RESPONDENT: Premium Property Management Inc. et al</p>	
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>	<p>CASE NUMBER: RG20072409</p>

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Miscellaneous - Other Revised Final Approval Order entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Ronald A Marron
Law Offices of Ronald A. Marron, APLC
ron@consumersadvocates.com

Dated: 02/10/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk