DISTRICT COURT, Larimer County, State of Colorado 201 La Porte Ave. Suite 100 Ft. Collins, CO 80521 PLAINTIFF: **ELIZABETH AGUILAR**, on behalf of herself and a proposed class of all others similarly situated, v. DEFENDANTS: **HARMONY ROAD, LLC and RHP PROPERTIES, INC.**	**▲ COURT USE ONLY ▲**
Attorneys for Plaintiff Elizabeth Aguilar: Steven L. Woodrow #43140 swoodrow@edelson.com Edelson PC 1728 16th St. Suite 210 Boulder, CO 80302 720.824.1579 Jason Legg #42946 CADIZ LAW, LLC 501 S. Cherry St., Ste. 1100 Denver, CO 80246 720-767-2036 jason@cadizlawfirm.com	Case No: 2022CV030492 Division: 3B

UNOPPOSED MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND EXPENSES AND FOR APPROVAL OF CLASS REPRESENTATIVE INCENTIVE AWARD

CERTIFICATE OF CONFERRAL

Settlement Class Counsel certifies that they conferred with opposing counsel concerning the relief requested in this Motion while negotiating the Settlement Agreement. Defendants have agreed not to oppose the relief requested.

I. INTRODUCTION

The class action settlement reached in this case challenging towing policies at Defendants RHP Properties, Inc.'s ("RHP") and Harmony Road, LLC's ("Harmony") (collectively "Defendants" or "RHP") mobile home parks in Colorado is an outstanding result for the Class. The settlement provides strong monetary benefits in addition to targeted prospective relief designed to move Defendants' business practices more in line with the Colorado Mobile Home Park Act's requirements on a going forward basis.

Under the settlement agreement, Defendants must establish a Settlement Fund of $850,000.00. Importantly, Class Members need not file a claim to receive a monetary payment. Rather, all Settlement Class Members who choose to stay in the Settlement by not excluding themselves will receive a direct check for their *pro rata* share. The process is straightforward: all Class Members who are on the Class List and who do not opt out will be mailed a check for their pro rata share of the Net Settlement Fund. Settlement Class Members in Group 1 who do not opt out are slated to each receive their pro-rata share of 44.47% of the Net Settlement Fund, Group 2 Members who do not opt-out will receive $150 (or their pro-rata share of 19.76% of the Net Settlement Fund), and Group 3 Members will receive $450, or their pro rata share of 35.76%.

The response of the Class has been predictably positive. Notice detailing the terms of the Settlement Agreement has been sent to 100% and successfully delivered to 89.31% of the Class, and the response has been overwhelmingly favorable. (*See* Declaration of Attorney Steven Woodrow ("Woodrow Decl.") ¶ 20, a true and accurate copy of which is attached hereto as Exhibit A.). Claims continue to be filed, though the import of such filings here is somewhat lessened given that all unclaimed funds revert to automatic payments to all class members under Group 1. Further, as of the date of this filing, there have been no objections submitted and only two requests for exclusion. (Woodrow Decl. ¶ 22.)

The overall positive response is the direct result of meaningful time, effort, and energy devoted to the litigation and settlement by Class Counsel and the Class Representative, Elizabeth Aguilar. Indeed, the Settlement Agreement and its favorable terms were only made possible by Class Counsel's work investigating and prosecuting the case, engaging in significant discovery and motion practice, and negotiating the agreement through a formal and extensive mediation process. All of this work took hundreds of hours and $6,428.30[1] in out-of-pocket costs.

As a result, and in recognition of this work and expenses incurred (all on a contingency basis with no guarantees of recovery), the Settlement Agreement allows Class Counsel to request approval from the Court for an attorneys' fee award of 33.33% of the Settlement Fund, or $283,333.33, which is inclusive of Class Counsel's out-of-pocket expenses. Additionally, the Settlement Agreement calls for the Class Representative, Elizabeth Aguilar, to receive an incentive award of $10,000 in recognition of her time, effort, and service to the Class.

[1] Comprised of $1,103.30 in e-filing costs, $735 in service-of-process costs, $2,103.75 for the first mediation, and $2,486.25 for the second mediation.

As such, and as explained in further detail below, the Court should approve the requested award of fees and expenses and the incentive award to Class Representative Aguilar.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

This case challenges allegedly unclear and arbitrary towing rules that Defendants implemented at their mobile home parks in Colorado. Under Colorado's Mobile Home Park Act ("MHPA"), park owners and operators may implement and enforce park rules and regulations so long as such rules are (among other requirements): (1) "reasonably related to a legitimate purpose, for which they are adopted"; (2) "sufficiently explicit in prohibition, direction, or limitation of each homeowner's conduct to fairly inform each homeowner of what the home owner must do or not do to comply"; and (3) not "arbitrary, capricious, unreasonable, retaliatory, or discriminatory in nature." § 38-12-214(1).

Plaintiff alleges that Defendants impose towing policies in their "Community Guidelines" that are arbitrary and without any legitimate purpose—like allowing tows for flat tires, expired tags, and out-of-date registrations. Aguilar also claims that the towing rules are unclear and capricious and that she and other Class Members suffered damages when their vehicles were unfairly towed. She sought a declaration that the policy violates Colorado law as well as damages under both the MHPA as well as for breach of express and implied contractual provisions. The Parties diligently fought the case, including briefing and arguing Defendants' motion to dismiss and motion for summary judgment, engaging in discovery, and participating in two formal mediation sessions.

The first mediation did not result in a Settlement. The Parties continued to explore resolution, however, and attended a second mediation session several months later with Judge

Bronfin. With Judge Bronfin's continued oversight in the wake of the second session, the Parties reached a settlement to resolve the claims. Counsel for the Parties thereafter worked to finalize the agreement and present it to the Court for preliminary approval, which was granted on October 16, 2024.

Following the Court's October 16, 2024 Order granting preliminary approval, the Parties worked to effectuate the Settlement. In the process, a discrepancy was noticed as to who should be included in the Settlement, which had expressly estimated 8,400 Settlement Class Members in Group 1. The data initially produced by Defendants in the process of preparing the Class Notice exceeded this figure. Counsel for the Parties thereafter met and conferred in an attempt to reach a resolution regarding the scope of the Class List. Following the Court's granting of an enlargement of the settlement deadlines, the Parties were able to re-engage Judge Bronfin shortly before the holidays to discuss the dispute and potential paths for resolution. With Judge Bronfin's help, the Parties were able to reach an agreement regarding the scope of the alleged class, which now includes approximately 11,300 Group 1 Class Members (as opposed to the 8,400 initially estimated).

The Court subsequently approved an amended settlement agreement memorializing this change and affirmed its preliminary approval of the settlement on January 20, 2025. Notice was thereafter successfully delivered to nearly 90% of the Class.

III. KEY TERMS OF THE SETTLEMENT

The complete terms of the Settlement are set forth in the Amended Settlement Agreement. A brief summary follows:

A. Class Definition

The "Settlement Class" or "Class" is defined as "All Persons in the United States who, from July 26, 2019, to April 15, 2024, were Primary Residents at any of the Defendants' Parks in Colorado." (Settlement Agrmt. at § II.2.) "Primary Residents", in turn, "means or refers to the 11,363 lease holders responsible for paying rent identified as Primary Residents in the Class List provided by Defendants". (*Id*. at § II.33.)

B. Monetary Relief

The Settlement provides Class Members with substantial monetary relief. Specifically, Defendants must establish a Settlement Fund of $850,000 (*Id.* at § II.42), that—following the payment of any award of attorneys' fees, costs, service award for Plaintiff, and settlement administration costs—will be used to pay all class members who do not opt out. As stated above, if Plaintiff's Motion is granted in full, Settlement Class Members in Group 1 who do not opt out will each receive their pro-rata share of 44.47% of the Net Settlement Fund, Group 2 Members who do not opt-out will receive their pro-rata share of 19.76% of the Net Settlement Fund, and Group 3 Members will receive 35.76%.

Further, the Settlement Fund is set up such that all class members who do not elect to opt out of the Settlement will receive direct payments in the form of checks mailed to them—no claims process is required. Any amounts remaining in the Settlement Fund after payment of all Settlement Class Members, and after at least one attempt at re-mailing, will be paid to a *cy pres* recipient approved by the Court.

Accordingly, the monetary relief provided to the Class is undoubtedly favorable.

C. Prospective Relief

In addition to the $850,000 in monetary relief, the Settlement Agreement also requires that Defendants adopt certain prospective measures. Specifically, for a period not to exceed twenty-four (24) months and subject to changes in applicable law, Defendants agree that, subject to notice requirements mandated by Colorado law, specifically, C.R.S. § 38-12-214(1)(e), it will implement changes to its Community Guidelines with respect to the towing of vehicles at RHP-Branded Properties in Colorado. (Settlement Agrmt. at § III.4.)

D. Release of Liability

In exchange for the benefits to the Class, Defendants will receive a full release of any claims relating to the allegedly unlawful towing. (Settlement Agrmt. § V.) The Release includes unknown claims, which are limited to claims that could have been brought in this litigation.

IV. ARGUMENT

As set forth below, the requested fees and expenses of 33.33% of the Settlement Fund are reasonable under both the percentage method and the lodestar method. Additionally, the Court should approve an incentive award to Aguilar in the amount of $10,000.

A. The Requested Attorneys' Fees Are Reasonable When Analyzed as a Percentage of the Benefits Recovered on Behalf of the Class Under the Factors Set Forth in Rule of Professional Conduct 1.5 and *Johnson v. Georgia Highway Express, Inc*.

The United States Supreme Court has "recognized consistently that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a recover reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478, 100 S.Ct. 745, 62 L.Ed.2d 676 (1980). When determining the reasonableness of attorney fee awards based on the common fund doctrine, courts across the country generally rely

on the factors articulated by the Fifth Circuit in *Johnson v. Georgia Highway Express, Inc.,* 488 F.2d 714 (5th Cir. 1974). *See Brody v. Hellman*, 167 P.3d 192, 200 (Colo. App. 2007) (citing *Brown v. Phillips Petroleum Co*., 838 F.2d 451, 454 (10th Cir.1988)). The *Johnson* factors dovetail with considerations set forth in Rule 1.5 of the Colorado Rules of Professional Conduct. *See Brody*, 167 P.3d at 200 (Colo. App. 2007) (citing *Law Offices of J.E. Losavio, Jr. v. Law Firm of Michael W. McDivitt, P.C.*, 865 P.2d 934, 936 (Colo. App. 1993)). Indeed, like Rule 1.5, the *Johnson* factors require that the Court consider:

> (1) the time and labor involved; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) any prearranged fee; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases.

Johnson, supra, 488 F.2d at 717–19. As set forth more fully below, consideration of these factors weighs in favor of approving the fee request.

1. The litigation involved significant time and expense

The first *Johnson* factor looks at the time and labor expended by Class Counsel and unquestionably supports approving the fee request here. As set forth above, this case was heavily litigated. To start, this is a case of first impression asserting class claims under Colorado's MHPA concerning a mobile home park's towing policies and practices, and as such required substantial presuit investigation, research, and work to draft the class action complaint. Post-filing, this lawsuit is far from one where little activity occurred prior to settlement. This litigation featured protracted motion practice—including extensive briefing on Defendant's Motion to Dismiss, which was converted into a Motion for Summary Judgment and subsequently re-briefed—in addition to

extensive written formal and informal discovery, third party discovery (including subpoenas to Defendants' towing carriers that were contested in their own right), and multiple formal mediations. Furthermore, the Settlement itself required substantial work to achieve and implement, including work that required counsel to negotiate and draft the prospective measures comprising the prospective relief component of the settlement and going back and revisiting the Class List to seek renewed approval of an amended settlement agreement.

Indeed, not only has Class Counsel worked to reduce the agreement to writing and obtain preliminary approval from the Court (including the amended preliminary approval process), they have overseen the dissemination of the Class Notice and have handled and processed inquiries from Class Members. The results obtained for the Class via the Settlement are undoubtedly strong—$850,000 for unlawful tows plus important prospective relief—and they were not obtained by happenstance. Rather, the relief secured here was attained through consistent, extensive, and dedicated work by Class Counsel. Consequently, the first factor supports the requested fees.

2. The novelty and difficulty of the questions and issues involved support the requested fee award

The second factor, which assesses the novelty and difficulty of the questions at issue in the case, undoubtedly weighs in favor of the requested fees. This case pursues a legal theory which few Colorado courts have analyzed. There simply are not many class action cases in Colorado enforcing provisions of the Mobile Home Park Act, and likely none concerning the MHPA's rules governing community guidelines and towing. The relative dearth of legal authority surrounding the claim required additional legal research, attorneys' time, and creativity by Class Counsel. This

extra work and the risk posed by relatively novel issues militates in favor of granting the fee request.

3. Substantial skill was required to achieve the settlement's excellent result.

Litigating the claims and achieving the Settlement certainly took a level of skill that supports the fee request. Class actions are complex cases that require attention to detail and a firm understanding of both the underlying substantive law as well as class action procedure and jurisprudence. Such understanding is gained through years of litigation and settlement experience—knowledge that Class Counsel brought to bear for the benefit of the class in this case. Adding to the challenge, of course, is the fact that class action defense counsel are nearly always well-seasoned litigators with access to large-firm resources. This case was no exception.

In short, substantial skill was required to litigate and settle this case on such favorable terms. As such, this factor supports granting the requested fees.

4. Counsel was precluded from pursuing other cases due to their dedication to this case.

This litigation undoubtedly required the time and effort of Class Counsel. Given the extensive amount of time Class Counsel committed to this case, Class Counsel was necessarily prevented from taking on other matters, including billable hourly work. As such, this factor supports the fee request.

5. The requested fee award is consistent with customary fees in class actions.

The fifth factor looks at customary fees. As the District Court of Colorado recently observed, "[t]he customary fee to class counsel in a common fund settlement is approximately one-third of the economic benefit bestowed on the class." *Rothe v. Battelle Mem'l Inst*., 2021 WL

3588873, at *9 (D. Colo. June 24, 2021) (citations omitted); *see also Brody v. Hellman*, 167 P.3d 192, 203 (Colo. App. 2007) (collecting cases approving percentage fees ranging from 24% to 36% of the common fund).[2]

The requested fees here represent 33.33% of the Settlement Fund, which falls within the customary range and should be approved. This case is, as its heart, a consumer class action taken on a pure contingency basis. There was no guarantee of recovery at all. The risk of no recovery was tangible at every step. An award of 33.33% represents the market rate for contingency arrangements. Moreover, the 33.33% sought includes all of Counsel's $6,428.30 in out-of-pocket expenses incurred litigating this case, including mediation costs.

6. No pre-arranged fee was negotiated here.

This factor doesn't suggest the requested fee is unreasonable in any way. No pre-arranged fee was negotiated in this case; rather, Class Counsel took this matter on contingency and faced a substantial risk of nonpayment had they been unsuccessful. This isn't a case where the named plaintiff or any other class member or person agreed to pay fees so as to eliminate the risk faced by Class Counsel. This factor supports approval of the request as a result.

7. Aspects of this litigation carried unique time limitations

[2] Colorado law is consistent with other jurisdictions. *See e.g. Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 235 (N.D. Ill. 2016) ("[I]n consumer class actions…the presumption should…be that attorneys' fees awarded to class counsel should not exceed a third or at most a half of the total amount of money going to class members and their counsel.") (citing *Pearson v. NBTY, Inc.*, 772 F.3d 778, 782 (7th Cir. 2014)); *see also* 5 Willaim Rubenstein, NEWBERG ON CLASS ACTIONS § 15.83 (5th ed.) (noting that, generally, "50% of the fund is the upper limit on a reasonable fee award from any common fund"); "One-third of the recovery is considered standard in a contingency fee agreement." *Wolff v. Cash 4 Titles*, No. 03-22778-CIV, 2012 WL 5290155, at *4 (S.D. Fla. Sept. 26, 2012), *report and recommendation adopted*, No. 03-22778-CIV, 2012 WL 5289628 (S.D. Fla. Oct. 25, 2012) (*citing* Alba Conte, *Attorneys Fee Awards* § 2.07 at 48 (2d ed.1995))).

Generally speaking, this case carried the time limitations and pressures that regularly attend complex class action litigation: filing and discovery deadlines, pursuit of information needed, legal research, motions practice, and adherence to the case schedule. Class Counsel worked hard to prosecute this matter through litigation and settlement. Nearly all of the work performed was devoted to vindicating the claims of Class Members. Consequently, the Court should find that this factor also shows the reasonableness of the requested attorneys' fees.

8. The amount involved and the result obtained support the fee request

The results obtained on behalf of the Class unequivocally support granting the requested attorney's fees. This is a strong Settlement that provides hundreds of thousands of dollars in relief to Class Members. Even though Class Counsel believed (and continues to believe) strongly in the merits of the case, there was risk in moving forward.

The monetary recovery is a fair and significant recovery, particularly when the prospective relief is considered. And again, no one needs to submit a claim form to receive money—checks will be automatically mailed. This factor supports the requested fees as well.

9. Class Counsel have demonstrated sufficient competency

Class Counsel investigated and prosecuted the claims underlying the Settlement Agreement with sufficient skill and competency, and they have experience representing consumers in contested and complex class actions. (*See* "Firm Resumes of Class Counsel," true and accurate copies of which are attached as Exhibit B.)

Class Counsel have vigorously pursued the case and achieved meaningful victories in the face of very capable and well-respected opponents that has culminated in an admirable result. All

the while, they have done so without payment. As such, this factor weighs in favor of the fee award.

10. While the case was not "undesirable," it did involve novel issues and risk.

This factor similarly suggests the fee request should be approved. This case was not undesirable—Class Counsel believes that they are fortunate to have the opportunity to represent consumers who seek to vindicate their legal rights, particularly in a context that directly impacts their homes and livelihoods. Nevertheless, and as discussed above with respect to the second factor, this case presents issues that are complex and novel and the amount at issue is not in the tens of millions. As a result, the case presented considerable risk of loss, in which case Class Counsel would receive nothing for their efforts (and costs). Because "[a] contingent fee 'is designed to be greater than the reasonable value of the services ... to reflect the fact that attorneys will realize no return for their investment of time and expenses in cases they lose,'" *LaFond v. Sweeney*, 2015 CO 3, ¶ 33, 343 P.3d 939, 948, this factor weighs in favor of approval as well.

11. The nature and length of Counsel's relationship with Aguilar supports the requested fees.

This factor also supports the requested attorneys' fees. Aguilar is not a long-term client of Class Counsel. Rather, she is a consumer of modest means who was able to gain representation and vindication of her claims with the help of competent counsel specifically due to the contingency arrangement. The contingency fee arrangement thus promotes Colorado's public policy favoring the maintenance of class actions. *See Mountain States Tel & Tel Co. v. District Court,* 778 P.2d 667 (Colo. 1989); *Jackson v. Unocal Corp*., 262 P.3d 874 (Colo. 2011).

12. Awards in similar cases demonstrate the reasonableness of the fees.

There is admittedly limited authority regarding fee awards in class action settlements in cases involving the Colorado Mobile Home Park Act and towing practices at mobile home properties. This is likely due to the fact that the claims at issue in this case are, as described above, quite novel. Having said that, awards in consumer class actions more broadly support the request here. Indeed, a fee award of one-third of the fund is consistent with awards approved in consumer class actions more generally. *In re Greenwich Pharm. Sec. Litig*., No. 92-3071, 1995 WL 251293 (E.D. Pa. Apr. 26, 1995) at *6–7 (awarding fee of 33.3%); *see also Remijas v. Neiman Marcus Grp., LLC*, No. 14 C 1735, 2021 WL 4808618, at *1 (N.D. Ill. June 4, 2021) (citing *Pearson v. NBTY, Inc*., 772 F.3d 778, 782 (7th Cir. 2014) ("In consumer class actions, where the percentage of class members who file claims is often quite low ... we suggest [ ] that attorneys' fees awarded to class counsel should not exceed a third or at most a half of the total[.]")).

Applying these principles here, the Settlement Agreement reached in this case granted Class Counsel the right to seek an award of up to 33.33% of the Settlement Fund, which is the ordinary and customary amount, and in this case is inclusive of Counsel's $6,428.30 in out-of-pocket costs. Additionally, unlike certain consumer class action settlements where settlement class members are required to submit claims to obtain relief, in this case Class Counsel negotiated a settlement where checks will be automatically administered to all Settlement Class Members who remain in the Settlement by not submitting requests to be excluded.

In sum, the final factor weighs in support of approval as well.

B. The Requested Attorneys' Fees Are Also Reasonable Under The Lodestar Method.

Though courts in recent decades have moved toward using the percentage method in common fund cases, *see Gottlieb v. Barry*, 43 F.3d 474, 482 (10th Cir. 1994), the other method

for determining the reasonableness of the requested fee award is the lodestar method. "In the lodestar method, the court multiplies the number of hours the attorneys reasonably worked by the reasonable hourly rate for that work to determine the lodestar." *Brody*, 167 P.3d at 201 (explaining further that "[t]he court may then multiply the lodestar by a factor to compensate the attorneys for the risks they faced and any other special circumstances.") (citing *In re Cendant Corp. Sec. Litig*., 404 F.3d 173, 188 (3d Cir.2005)).

Here, Class Counsel expended hundreds of hours and thousands of dollars investigating the claims, engaging in motions practice (including a motion for summary judgment), pursuing formal written discovery (and obtaining significant informal discovery), and negotiating the Settlement Agreement. In addition to all of that attorneys' time in this case, Class Counsel estimate that at least $10,000 of additional attorneys' time will be required to finalize the Settlement from this point going forward, including preparing all final documents and advising Settlement Class Members with respect to their rights. (Woodrow Decl. ¶ 26.) As such, Class Counsel's lodestar well exceeds the amount of fees requested.[3]

Thus, Class Counsel's lodestar also demonstrates the reasonableness of the fees.

C. The Court Should Also Grant Aguilar An Incentive Award of $10,000

As a final matter, the Court should approve an incentive award to Aguilar of $10,000 for his service on behalf of the Class. Under Colorado law, "[w]hen considering whether to approve an incentive award, the Court should consider: (1) the actions the class representative took to protect the interests of the class; (2) the degree to which the class has benefitted from those actions;

[3] Though Class Counsel has not attached their time records to this Motion, they are prepared to submit them for review in the event the Court desires to inspect them.

and (3) the amount of time and effort the class representative expended in pursuing the litigation. *Rothe*, 2021 WL 2588873, at *12.

Each of these factors supports an award here. The entire Class has benefited greatly from Aguilar's efforts. Again, the Settlement not only provides monetary relief to the Class, it secures prospective relief designed to ensure that other Defendants comply with the law going forward. Finally, Aguilar has been a devoted Class Representative. She has stayed abreast of the litigation and has engaged in regular communication with Class Counsel about the lawsuit. She has fulfilled all of her discovery obligations and did everything demanded of her given the needs of the case, including keeping abreast of discovery and other case developments. She was also available and responsive during the mediations, leading to the achievement of the Settlement. The Court should approve the requested award to Aguilar as a result.

V. CONCLUSION

Class Counsel vigorously investigated, litigated, and resolved the claims in this case, and the result is an impressive class action Settlement. The requested attorneys' fees and expenses represent 33.33% of the common economic benefits obtained and are in line with the settlement agreement. In light of the *Johnson* factors, the requested fees are undoubtedly reasonable. Accordingly, the Court should award Class Counsel 33.33% of the Settlement Fund for attorneys' fees and out-of-pocket costs, and grant Aguilar's requested incentive award in the amount of $10,000.

Dated: March 31, 2025

Respectfully submitted,

ELIZABETH AGUILAR, individually and on behalf of all others similarly situated,

/s/ Jason Legg

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the above titled document was served upon counsel of record by filing such papers via the Court's electronic filing system on April 1, 2025.

/s/ Jason Legg

EXHIBIT A

DISTRICT COURT, Larimer County, State of Colorado 201 La Porte Ave. Suite 100 Ft. Collins, CO 80521 PLAINTIFF: **ELIZABETH AGUILAR**, on behalf of herself and a proposed class of all others similarly situated, v. DEFENDANTS: **HARMONY ROAD, LLC and RHP PROPERTIES, INC.**	**▲ COURT USE ONLY ▲**
Attorneys for Plaintiff Elizabeth Aguilar: Steven L. Woodrow #43140 swoodrow@edelson.com Edelson PC 1728 16th St. Suite 210 Boulder, CO 80302 720.824.1579 Jason Legg #42946 CADIZ LAW, LLC 501 S. Cherry St., Ste. 1100 Denver, CO 80246 720-767-2036 jason@cadizlawfirm.com	Case No: 2022CV030492 Division: 3B

DECLARATION OF ATTORNEY STEVEN L. WOODROW IN SUPPORT OF MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND EXPENSES AND FOR APPROVAL OF CLASS REPRESENTATIVE INCENTIVE AWARD

I, Steven Woodrow, declare on oath as follows:

1. I am over the age of 18 and am one of the attorneys that has been appointed Class Counsel by the Court in this matter.

2. I am competent to testify to the matters set forth herein.

Pre-Suit Investigation and Background Facts

3. This case challenges certain towing rules that Defendants arbitrarily imposed on their mobile home park residents throughout Colorado. This included towing for trivial infractions like expired tags, out of date registrations, and flat tires. Such rules appeared unrelated to legitimate concerns of the park owners and operators.

4 Plaintiff Aguilar alleges that such towing rules and their enforcement violated the Colorado Mobile Home Park Act.

5. Class Representative Aguilar was towed as a result of the challenged rules and brought this lawsuit to stop such practices and recover damages for aggrieved residents.

The Litigation: Motion Practice & Discovery

7. Augilar spoke with Class Counsel in early 2022 to discuss her case. Class Counsel investigated the claims and the Mobile Home Park Act rules and began preparing a lawsuit against Defendants. The case was filed in July 2022.

8. Following the commencement of the lawsuit, the Parties proceeded to vigorously litigate the case including engaging in extensive motions practice and discovery.

9. Defendants filed separate motions to dismiss, each of which required responses. Defendant Harmony also filed an answer. The Court ultimately denied Harmony's Motion to Dismiss as moot but converted RHP's Motion to Dismiss into a Motion for Summary Judgment.

10. Defendant RHP ultimately withdrew its motion for summary judgment only to re-move for summary judgment. The Parties thereafter engaged in their first full-day mediation. When that proved unsuccessful, the Parties resumed litigating and Plaintiff filed her response in opposition to Defendant's Motion for Summary Judgment.

11. The Parties engaged in substantial discovery focused on Defendants' park rule and policies related to the towing of vehicles and the ability to certify a class of park residents.

The Second Mediation Session

12. While Defendants' Motion for Summary Judgment remained pending, counsel for the Parties re-engaged in discussions, including a frank exchange about the shortfalls of the first mediation session.

13. Through these additional talks, counsel for the Parties agreed to engage in a second mediation session, this time overseen by Judge Bronfin (ret.)

14. With Judge Bronfin's help and assistance, the Parties were able to negotiate Settlement terms that featured strong injunctive relief as well as monetary payments to persons who were subjected to the rules and additional monies for those who experienced allegedly unlawful tows.

15. The negotiations remained arms-length at all times.

16. The result is a particularly strong Settlement that provides $850,000 to mobile home park residents who, prior to this litigation, were likely not expecting any compensation at all. This is in addition to impressive prospective relief that requires Defendants to modify their park rules so they are not towing resident vehicles for arbitrary and capricious reasons.

17. Following settlement, Settlement Class Counsel worked to implement the settlement terms and present them for preliminary approval. Following preliminary approval, while overseeing the dissemination of the Class Notice, Settlement Class Counsel learned of a discrepancy involving the Class List—namely, more persons were included than had been projected during the mediation.

18. The Parties thereafter returned to Judge Bronfin. With his help and continued oversight, the Parties were able to negotiate a resolution.

19. Counsel for the Parties then presented the Court with a Motion for Preliminary Approval of the Amended Class Action Settlement Agreement which the Court approved.

Implementing the Amended Settlement and Assisting Class Members

20. Notice detailing the terms of the Settlement Agreement has been successfully mailed to 89.31% of the 11,300 Settlement Class Members. Substantial work went into drafting the notices, including a short form mail notice, a long form notice, the content of the Settlement Website, and the claim form for residents who claim they belong in Groups 2 and/or 3 and are entitled to additional compensation.

21. The response has been positive. 10 claims have been filed from Group 2 26 from Group 3, and 11 from members of both Groups 2 and 3. Given that all monies unclaimed by Groups 2 and 3 increase the payout for Group 1 members, the claims rates ensure that no resident will receive a windfall while those who contend that they were towed unlawfully as a result of the Challenged Rules will receive compensation.

22. As of the date of this filing, there have been no objections submitted and only two requests to be excluded.

Class Counsel's Lodestar

23. The strong relief and benefits obtained via the Settlement was the direct result of the work put into the case by my firm and the lawyers at Cadiz Law. Litigating complex class actions, particularly where, like here, the case is one of first impression, takes time, energy, effort, and skill.

24. The three firms that devoted lawyers to this case since the matter was first filed in July 2022 have spent well over 500 hours combined in attorneys' time investigating the claims, preparing and filing the pleadings, litigating Defendants' Motion to Dismiss and Motion for Summary Judgment, obtaining substantial discovery via the Parties and third parties, and engaging in two full day formal mediation sessions with well-respected neutrals.

25. Detailed billing records are kept in our billing system. Time was tracked at my prior firm, Woodrow & Peluso, LLC through a system using "Freshbooks" software. My current firm, Edelson PC, utilizes a substantially similar Freshbooks system. My understanding from co-counsel at Cadiz Law and Netherland Law, LLC is that they utilize a similar time-keeping system as well. All such records are available upon request.

26. I estimate that approximately $10,000 of additional attorneys' time will be required to finalize the Settlement, including submitting all final documents, preparing for the final fairness hearing, and responding to class member inquiries.

27. Class counsel also advanced $6,428.30 in out-of-pocket expenses. This included $1,103.30- in court system filing fees, service-of-process costs of $765.00, and mediation costs for the two full day sessions with Judicial Arbiter Group of $4,590.00.

28. Further affiant sayeth not.

Dated: March 31, 2025

*/s/ Steven L. Woodrow*_____
Steven L. Woodrow

EXHIBIT B

WOODROW & PELUSO, LLC FIRM RESUME

WOODROW & PELUSO, LLC ("Woodrow & Peluso" or the "firm") is a plaintiff's class action and commercial litigation firm based in Denver, Colorado. The firm litigates in state and federal courts throughout the Country.

Our attorneys have decades of experience successfully representing consumers and small businesses in matters nationwide. From litigating high-stakes cases against the nation's largest landlords or vindicating consumer rights under the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq*., Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq*., and Fair Debt Collection Practice Act, 15 U.S.C. § 1692 *et seq*., our lawyers have litigated and favorably settled numerous legal disputes to the satisfaction of our clients. At Woodrow & Peluso, LLC, we take special pride in the quality of our work product and strive tirelessly to achieve the best results for every client. Descriptions of our three primary practice areas—(1) Consumer Class Actions, (2) Commercial Litigation, and (3) Appeals—and key personnel follow.

OUR PRACTICE AREAS

1. CONSUMER CLASS ACTIONS

The firm's caseload primarily focuses on consumer class actions. These cases include class actions alleging violations of statutes, such as the Fair Credit Reporting Act, Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Truth-in-Lending Act, and state consumer protection laws, as well as class actions challenging systematic breaches of contract and advancing other common law theories.

Residential Landlord/Tenant Class Actions

Our attorneys also have substantial experience representing consumers in class action litigation against their landlords. These cases involve claims for unlawful late fees, junk fees, and claims under Colorado's Rental Application Fairness Act, Towing Bill of Rights, and security deposit statutes. Representative matters include:

- *Salandy v. Echelon Property Group, LLC*, No. 2019CV000112 (Denver Dist. Ct.). - $3.45 million class action settlement featuring cash payments and debt relief (Final Approval granted May 16, 2022);

- *Koch v. Griffis Group of Companies, LLC,* No. 2021CV30718 (Adams Dist. Ct.) – Adversarial class certification granted February 2, 2024, covering two classes related to Defendant's assessment of allegedly unlawful late fees and valet trash fees, subsequent class action settlement pending approval;

- *Smith et al. v. Cardinal Group Management & Advisory, LLC dba Cardinal Group Management*, 2021CV33357 (Denver Dist. Ct.) – Adversarial class certification granted February 22, 2024, to class consisting of hundreds of tenants following full-day evidentiary hearing on claims for breach of warranty of habitability, breach of duty under lease to maintain apartment

complex using customary diligence, and for unlawful pest control fees and administrative fees;

- *Aguilar v. Harmony Road, LLC*, 2022CV030492 (Larimer Dist. Ct.) - $850,000 class action settlement featuring cash payments and going-forward business assurances in case alleging violations of the Colorado Mobile Home Park Act (approval pending).

TCPA Class Actions

Woodrow & Peluso attorneys have successfully litigated and settled numerous class actions challenging violations of the Telephone Consumer Protection Act. To date we have filed, prosecuted, and resolved using various settlement models TCPA cases against major corporations and entities including Rita's Italian Ice, Global Marketing Research Services, LKQ Corporation, Art Van, Telenav, Price Self Storage, and the NRA, among others. Our firm's attorneys have substantial experience prosecuting such claims, including class actions challenging the unlawful transmission of text messages, the sending of unlawful facsimiles, the placement of "robocalls" featuring a pre-recorded voice, and the use of automatic telephone dialing systems, including predictive dialers, to call consumer cell phones.

Notable TCPA cases and settlements include:

• *Tech Instruments, Inc. v. Eurton Electric Inc*. 1:16-cv-02981-MSK-KMT (Krieger, C.J.) (adversarial class certification granted under for transmission of junk faxes, classwide settlement approved)

• *Bowman v. Art Van Furniture, Inc*. 2:17-cv-11630-NGE-RSW (Edmunds, J.) (granting final approval to all in, non-reversionary settlement fund of $5,875,000 in pre-recorded message case) (final approval granted December 10, 2018);

• *Wendell H. Stone & Co. v. LKQ Corporation*, 16-cv-07648 (N.D. Ill.) (Kennelly, J.) (granting final approval to all-in, non-reversionary, settlement fund of $3,266,500) (final approval granted May 16, 2017);

• *Martin et al. v. Global Marketing Research Services, Inc*., 6:14-cv-1290-ORL-31-KRS (M.D. FL) (Woodrow & Peluso appointed co-lead Settlement Class Counsel in settlement creating $10,000,000 common fund for class of 688,500 cellphone users) (final approval granted November 4, 2016);

• *Mendez v. Price Self Storage Management, Inc*., 3:15-cv-02077-AJB-JLB (S.D. CA) (Woodrow & Peluso appointed co-lead Settlement Class Counsel in TCPA settlement providing option of $750 cash or $1,100 in storage certificates) (final approval granted August 23, 2016);

• *Sherry Brown and Ericka Newby v. Rita's Water Ice Franchise Company, LLC*, 2:15-cv-03509-TJS (E.D. PA) ("all in" non-reversionary $3,000,000 settlement fund for

text messages) (final approval granted March 20, 2017);

• *Morris et al v. SolarCity, Inc.* 3:15-cv-05107 (N.D. CA) (JPA with counsel on $15 million common fund TCPA settlement, final approval granted February 1, 2018).

• *Gergetz v. Telenav, Inc.* 3:16-cv-04261 (N.D. CA) ("all-in" non-reversionary $3.5 million fund for text messages) (final approval granted on September 6, 2018).

Further, while a Partner with his prior law firm, Woodrow & Peluso attorney Steven Woodrow was appointed interim co-lead class counsel in a TCPA class action against Nationstar Mortgage, LLC (*see Jordan et al v. Nationstar Mortgage LLC*, 3:14-cv-00787-WHO) and led TCPA litigation that resolved favorably against Bankrate Inc., and Carfax.com. Mr. Woodrow was also involved in the TCPA settlement reached in *Weinstein v. The Timberland Co. et al*. (N.D. Ill.), a text messaging class action featuring 40,000 unauthorized messages, and was part of the appellate team that secured the landmark decision in *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009), the first federal appellate decision to affirm that text messages are covered as "calls" under the TCPA.

FCRA Class Actions

We also litigate cases under the Fair Credit Reporting Act ("FCRA"), which regulates the procurement and use of consumer reports by employers when they make hiring/firing/pay decisions. To date, the firm has successfully represented clients in putative class actions against Terminix, ServiceMaster, TrueBlue Inc./Labor-Ready Mid-Atlantic, FedEx, Tyler Staffing Services, Inc., Great Lakes Wine & Spirits, Freeman Webb, Inc., and others. This includes attaining adversarial class certification in the case of *Munoz v. 7-Eleven, Inc*., 2:18-cv-03893-RGK-AGR (C.D. Cal., October 28, 2018) and a subsequent class settlement of $1,972,500. This also includes *Woodford v. World Emblem*, 1:15-cv-02983-ELR, an FCRA settlement providing between $315 and $400 to claimants (final approval granted January 23, 2017).

Banking and Financial Institutions Class Actions

Our attorneys have substantial experience representing consumers in class action litigation involving national banking associations and other financial institutions. Meaningful representations include:

- *Schulken v. Washington Mut. Bank*, No. 09-CV-02708-LHK, 2012 WL 28099, at *15 (N.D. Cal. Jan. 5, 2012). Attorney Steven Woodrow secured prior firm's appointment as Class Counsel from Judge Lucy Koh in class action challenging JPMorgan Chase Bank, N.A.'s suspension of former WaMu home equity line of credit accounts. Case settled with Mr. Woodrow's appointment as co-lead settlement class counsel.

- *In re JPMorgan Chase Bank, N.A. Home Equity Line of Credit Litigation*, MDL No. 2167. Attorney Steven Woodrow helped secure transfer by the Judicial Panel on Multidistrict Litigation to the Northern District of Illinois and appointment of prior firm as interim class counsel. Attorney Woodrow

also negotiated and was also appointed co-lead settlement class counsel in settlement projected to restore between $3 billion - $5 billion in credit to affected borrowers in addition to cash payments.

- *Hamilton v. Wells Fargo Bank, N.A.*, 4:09-cv-04152-CW (N.D. Cal.). Attorney Steven Woodrow served as co-lead settlement counsel in class action challenging Wells Fargo's suspensions of home equity lines of credit. Nationwide settlement restored access to over $1 billion in credit and provided industry leading service enhancements and injunctive relief.

- *In re Citibank HELOC Reduction Litigation*, 09-CV-0350-MMC (N.D. Cal.). Attorney Steven Woodrow was appointed interim co-lead counsel and settlement class counsel in class actions challenging Citibank's suspensions of home equity lines of credit. The settlement was estimated to have restored over $650,000,000 worth of credit to affected borrowers.

- *Vess v. Bank of America, N.A*. 10cv920–AJB(WVG) (S.D. Cal.). Attorney Steven Woodrow negotiated class action settlement with Bank of America challenging suspension and reduction of home equity lines of credit.

- *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.). Steven Woodrow secured the first appellate decision in the country recognizing the right of homeowners to sue under state law to enforce HAMP trial plan agreements. Attorney Steven Woodrow was appointed co-lead settlement counsel providing loan modifications and cash payments to affected borrowers.

General Consumer Protection Class Actions

Woodrow & Peluso attorneys have additionally successfully prosecuted and resolved countless class action suits against other companies for a range of consumer protection issues. For example, Woodrow & Peluso filed the first class action in the Country to challenge the marijuana industry's use of certain allegedly dangerous fungicides and pesticides and were the first lawyers to bring class actions (against the Colorado Rockies Baseball Club and Kroenke Sports & Entertainment, LLC) seeking to enforce the Colorado Consumer Protection Act, § 6-1- 718 *et seq*., which prohibits owners of entertainment venues from imposing restrictions on the resale of tickets.

The firm has also brought and litigated class actions against hospitals for their use of "chargemaster" billing rates. This includes attaining adversarial class certification in the case of *Joseph v. North Broward Hospital District*, Case No. 15-013213 (04) (17th Circuit Court, Florida).

Additionally, the firm has litigated several class actions under Illinois Biometric Privacy Act.

Woodrow & Peluso LLC has also brought claims against major food manufacturers and distributors for falsely advertising certain products as "All Natural" and "Made in U.S.A." Our attorneys also have experience litigating class claims regarding missing or misappropriated "bitcoins."

2. COMMERCIAL LITIGATION

As small business owners, we understand and appreciate the challenges that new companies face as they strive to make headway in the market. Our attorneys regularly counsel small to medium-sized businesses and have represented such companies in a wide range of general commercial litigation matters including partnership and business disputes, breaches of contracts and term sheets, and claims charging company managers and members of breach of fiduciary duty, breach of contract, fraud, and fraudulent/preferential transfers. We regularly advise clients on matters and contracts involving millions of dollars, and our attorneys have successfully represented businesses and other entities in mediations, arbitrations, and trial.

Trailbreak Partners – partnership dispute and tomato farm case

Opatowski and Elken insurance case

Midfield/MCE-DIA

Flywheel

3. APPEALS

Our attorneys have substantial experience handling appeals at both the state and federal level. Notable appeals worked on predominately by our attorneys include:

- *Mitchell v. Winco Foods, LLC*, No. 1:16-cv-00076-BLW, Appeal No. 17-35998 (9th Cir. Nov. 29, 2018). Firm attained reversal of district court's dismissal of putative FCRA class action on Article III standing grounds;

- *Walker v. Fred Meyer, Inc.*, Appeal No. 18-35592 (9th Cir. Mar. 20, 2019). Firm attained reversal of district court's dismissal of putative FCRA class action, the Ninth Circuit found that the disclosure at issue violated the FCRA;

- *Brown v. Centura Health Corporation,* No. 15CV31140 (Douglas Cnty. Colo.), Appeal No. 17CA430. Firm achieved reversal of dismissal of putative class action lawsuit challenging hospital's use of chargemaster billing system);

- *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547 (7th Cir. 2012). Attorney Steven Woodrow briefed and argued this appeal resulting in the first federal appellate decision holding that banks may be sued under state law for violations of the federal government's Home Affordable Modification Program. The opinion has been cited over 1,300 times by courts, litigants, and commentators throughout the Country and is widely regarded as the

leading authority on the rights and obligations of HAMP servicers and borrowers.

- *Robins v. Spokeo*, 742 F.3d 409 (9th Cir. 2014). Attorney Steven Woodrow argued a federal appeal reversing dismissal and upholding consumer rights under the Fair Credit Reporting Act against one of the nation's largest online data aggregators regarding whether a plaintiff who does not suffer tangible pecuniary loss may still show legal harm to satisfy Article III standing. The case was reversed on writ of certiorari to the United States Supreme Court (argued by different attorneys).

- *Equity Residential Properties Mgmt. Corp. v. Nasolo*, 364 Ill. App. 3d 26, 28, 847 N.E.2d 126, 128 (2006). Attorney Steven Woodrow helped author the winning brief in this landmark landlord/tenant appeal defining the requirements for constructive service and due process for Illinois evictions under the Illinois Forcible Entry and Detainer Act. 735 ILCS 5/9–107 *et seq*.

OUR ATTORNEYS

At present, our firm consists of 4 attorneys whose relevant experience is set forth below.

STEVEN LEZELL WOODROW has litigated high-stakes cases for over 18 years.

Before joining the firm, Mr. Woodrow briefed and delivered the winning argument in the landmark federal appellate court decision *Wigod v. Wells Fargo Bank, N.A*., 673 F.3d 547 (7th Cir. 2012) holding banks accountable for violations of the federal Home Affordable Modification Program. The opinion is widely regarded as the leading authority on the rights and obligations of HAMP servicers and borrowers. Steven also delivered the winning oral argument in *Robins v. Spokeo*, 742 F.3d 409 (9th Cir. 2014), a federal appeal upholding consumer rights under the Fair Credit Reporting Act against one of the nation's largest online data aggregators. The case and the Supreme Court decision that ultimately reversed it (and now the Ninth Circuit's decision to re-affirm its prior finding of Article III standing) present some of the most widely litigated issues in class action practice today.

Mr. Woodrow was appointed lead class counsel in litigation against JPMorgan Chase Bank, N.A. challenging the bank's 4506-T HELOC suspension program and was appointed lead settlement class counsel in other HELOC suspension litigation against Wells Fargo Bank, N.A., Citibank, N.A., Chase, Bank of America, N.A. and PNC Bank.

Mr. Woodrow also led the legal team that secured a preliminary injunction freezing the U.S. assets of Mark Karpeles, the former head of the failed Bitcoin exchange known as Mt. Gox, as well as an order compelling Mr. Karpeles to personally appear in the United States for a deposition in connection with Mt. Gox's Chapter 15 bankruptcy case in Dallas Texas.

Steven has also litigated putative class actions under the Telephone Consumer Protection Act, and courts have appointed him to serve as class counsel in nationwide settlements against cellphone companies, aggregators, and mobile content providers related to unfair billing practices, including *Paluzzi v. Cellco Partnership*, *Williams v. Motricity, Inc.*, and *Walker v. OpenMarket Inc.*

Steven has also served as an Adjunct Professor of Law at the Illinois Institute of Technology Chicago-Kent College of Law, where he co-taught a seminar on class actions. Prior to founding Woodrow & Peluso, Steven was a partner at prominent class action technology firm in Chicago.

Before that, he worked as a litigator at a Chicago boutique where he tried and arbitrated a range of consumer protection, landlord tenant, and real estate matters.

EDUCATION
Chicago-Kent College of Law, J.D., High Honors, 2005
The University of Michigan-Ann Arbor, B.A, Political Science, with Distinction, 2002

ADMISSIONS
State of Illinois (2005)
State of Colorado (2011)
United States Court of Appeals for the Seventh Circuit
United States Court of Appeals for the Ninth Circuit
United States District Court, Northern District of Illinois
United States District Court, District of Colorado
United States District Court, Eastern District of Michigan
United States District Court, Western District of Michigan
United States District Court, District of New Mexico

PATRICK H. PELUSO specializes in plaintiff-side consumer class actions.

With a true passion for protecting consumers and their rights, Patrick aggressively pursues class action lawsuits against companies who violate those rights.

Through these lawsuits, he is able to force law-breaking companies to compensate the people they have harmed and correct their future practices. Patrick possesses the skills, strategic vision, and moxie to achieve excellent results for the people he represents. He has experience working with a broad range of consumer protection laws including the Fair Credit Reporting Act, the Telephone Consumer Protection Act, and various state consumer protection and consumer fraud statutes.

Patrick has been appointed Class Counsel and Settlement Class Counsel in numerous consumer cases throughout the country. Patrick has also successfully argued appeals before the Ninth Circuit Court of Appeals and the Colorado Court of Appeals.

Patrick was named to the Super Lawyers “Rising Star” list in 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024.

Patrick received his law degree from the University of Denver, Sturm College of Law where he was Editor-in-Chief of an academic journal. During law school, Patrick worked with a leading consumer class action law firm and held legal internships with a federal administrative judge and the legal department of a publicly traded corporation. Before law school, Patrick attended New York University, where he graduated with a B.S. and played on the school's club baseball team.

Patrick grew up in Baltimore, Maryland and now resides in Denver, Colorado.

EDUCATION
University of Denver, J.D.
New York University, B.S.

ADMISSIONS
State of Colorado
United States Court of Appeals for the Ninth Circuit
United States Court of Appeals for the Eleventh Circuit
United States Court of Appeals for the First Circuit
United States Court of Appeals for the Fourth Circuit
United States Court of Appeals for the Fifth Circuit

United States District Court, District of Colorado
United States District Court, District of New Mexico
United States District Court, Eastern District of Michigan
United States District Court, Western District of Michigan
United States District Court, Northern District of Illinois
United States District Court, Southern District of Illinois
United States District Court, Eastern District of Wisconsin
United States District Court, Western District of Wisconsin

TAYLOR TRUE SMITH focuses his practice on consumer class actions.

Throughout his life and career, Taylor has developed a passion for consumer advocacy. By pursuing class actions on behalf of consumers, Taylor can give consumers not just a voice but also a seat at the bargaining table.

Taylor received his law degree from the Creighton University School of Law. During law school, he interned with the South Dakota Supreme Court. Prior to beginning law school, Taylor attended South Dakota State University where he earned a B.S. in Economics.

Taylor was raised in Fort Pierre, South Dakota and currently resides in Denver, Colorado.

Education
Creighton University School of Law, J.D. *Cum Laude* 2017
South Dakota State University, B.S. *Magna Cum Laude* 2013

Admissions
State of Colorado (2017)
United States District Court, District of Colorado
United States District Court, Eastern District of Michigan
United States District Court, Northern District of Illinois

STEPHEN KLEIN devotes his practice to consumer class actions and commercial litigation.

In a word, Stephen prides himself on the pursuit of results. Whether championing consumers in class actions to curb injurious commercial practices or helping businesses to secure their resources and protect their rights, Stephen is dedicated to achieving client goals.

Stephen earned his law degree at the University of Denver, Sturm College of Law, where he earned a certificate in intellectual property law. While in law school, Stephen worked as a student attorney in the Environmental Law Clinic and as a legal fellow in DU's Office of Technology Transfer. He also served as Managing Editor of the University of Denver Water Law Review. Prior to law school, Stephen earned a B.A. in Environmental and Sustainability Studies from the University of Northern Colorado.

Originally from Chicago, Illinois, Stephen spent time in Minnesota, Ohio, and Texas before settling in the Denver metro area.

EDUCATION
University of Denver, Sturm College of Law, J.D., Order of the Coif, 2018
University of Northern Colorado, B.A., *summa cum laude*, 2014

ADMISSIONS
State of Colorado (2018)
United States District Court, District of Colorado

CADIZ LAW, LLC FIRM RESUME

Cadiz Law, LLC ("Cadiz Law" or the "Firm") is based in Denver, Colorado, and its practice focuses on impact, renter and consumer rights litigation, eviction defense, and, to a lesser extent, criminal defense. Our attorneys have years of experience focusing on asserting affirmative claims on behalf of Colorado consumers, particularly renters, defending residential tenants from eviction, and providing training sessions to communities of renters, associations that advocate on their behalf, and housing organizers, representing organizers and associations throughout the state of Colorado, and advising state and local legislators and consumer advocacy organizations in drafting legislation protecting or concerning renters.

This representation has included asserting cases of first impression under state and federal protections for renters (including the federal Fair Debt Collections Practices Act and Colorado's Warranty of Habitability law, Rental Application Fairness Act, Consumer Credit Code, Mobile Home Park Act, Security Deposit Act, Consumer Protection Act, and the state's statutory late fee protections), filing numerous class action claims and counterclaims on behalf of Colorado tenants, successfully defending numerous evictions, and helping tenant associations and organizers assert their rights in contexts ranging from maintenance issues and billing practices to exercising their statutory opportunity for mobile home park residents to purchase their community. The Firm's work has also led to it being invited by Colorado lawmakers into the stakeholder process on numerous occasions to provide feedback and assistance in drafting housing and consumer protection legislation in the state. As a result, the Firm has helped with the drafting of an array of laws benefiting Colorado consumers at the state and local level in Colorado.

OUR ATTORNEYS

At present, our firm consists of 2 attorneys whose relevant experience is set forth below.

JASON LEGG became an attorney to gain a skillset that he could use to help pursue positive change advocating for those at a structural disadvantage in our society. He's found contentment in that pursuit over the past seven years by developing a practice focused on representing residential tenants in Colorado and advising tenant communities, organizers, and associations.

Jason's practice in this arena has been furthered substantially by his work with 9to5 Colorado's Housing Justice Program[1]. That relationship started when Jason became involved with 9to5 Colorado organizers working in the Denver Meadows Mobile Home Park community, a community whose residents were facing mass displacement in the face of the Park's closure. Jason's advocacy helped to the remaining residents obtain significantly more time in their homes and community prior to the closure of the Park, and significant funds to assist with their relocation by both the Park's ownership and the City of Aurora.

Thereafter, Jason became 9to5 Colorado's Housing Justice Program's main contract attorney to provide eviction defense services pursuant to various grant awards, including Colorado's Eviction Legal Defense Fund. Through that partnership, Jason has represented countless tenants faced with eviction and housing insecurity in Colorado and provided hundreds of hours of know-your-rights trainings to tenants, tenant-organizers, and tenant associations. Jason has also joined 9to5 Colorado and other advocacy organizations in providing feedback to lawmakers throughout the state concerning legislation impacting renters.

During this time, Jason has also filed numerous affirmative claims and counterclaims on behalf of Colorado renters - including class action claims - concerning their rights under Colorado and federal law. Those affirmative claims have been based on numerous theories challenging fee assessments under Colorado law

[1] 9to5 Colorado recently spun-off this program into its own standalone organization, Justice for the People Legal Center.

concerning unlawful penalties and the duty of good faith and fair dealing, as well as, Colorado's Consumer Credit Code, Rental Application Fairness Act, Warranty of Habitability statute, the Mobile Home Park Act, and the federal Fair Debt Collections Practices Act. These claims push back on practices that detrimentally impact the housing security of hundreds of thousands of Colorado renters.

Jason's class action experience includes[2]:

- *Salandy v. Echelon Property Group, LLC*, No. 2019CV000112 (Denver Dist. Ct.). - $3.45 million class action settlement featuring cash payments and debt relief (Final Approval granted May 16, 2022);
- *Warden v. Tschetter Sulzer P.C.,* 1:22-cv-00271-CNS-NRN (U.S. Dist. Ct., Colorado) - Class action settlement of Fair Debt Collections Practices Act claim against Colorado's largest eviction-collection law firm featuring cash payments of $240 to 249 class members, as well as, providing Class Members with the right to have eviction judgments entered against them vacated so as to restore housing and credit record (Final Approval granted April 12, 2024);
- *Koch v. Griffis Group of Companies, LLC,* No. 2021CV30718 (Adams Dist. Ct.) – Adversarial class certification granted February 2, 2024, covering two classes related to Defendant's assessment of allegedly unlawful late fees and valet trash fees, subsequent class action settlement pending approval;
- *Smith et al. v. Cardinal Group Management & Advisory, LLC dba Cardinal Group Management*, 2021CV33357 (Denver Dist. Ct.) – Adversarial class certification granted February 22, 2024, to class consisting of hundreds of tenants following full-day evidentiary hearing on claims for breach of warranty of habitability, breach of duty under lease to maintain apartment complex using customary diligence, and for unlawful pest control fees and administrative fees;

EDUCATION
University of Wyoming College of Law, J.D., with Honor, 2010
University of Wyoming, B.A, Sociology & International Studies, with Distinction, College of Arts & Sciences Distinguished Graduate, Phi Beta Kappa, 2007

ADMISSIONS
State of Colorado (2010)
State of Wyoming (2011)

SCOTT CADIZ began his legal career as a prosecutor in the criminal division of the City of Aurora City Attorney's Office where he was in the courtroom daily and handled a countless number of jury and bench trials. When he left for private practice Scott went to work as an associate at a personal injury firm where he began working on behalf of victims who had been injured at no fault of their own. Scott founded the Firm in 2016 to focus his practice on representing marginalized clients in criminal defense and eviction defense cases. Scott has used his wealth of experience in the courtroom to successfully defend numerous criminal and eviction cases.

EDUCATION
University of Wyoming College of Law, J.D.
University of Colorado Leed's School of Business, B.S. Business Administration with an emphasis in Finance

[2] Mr. Legg currently serves as lead co-counsel in fifteen additional proposed class actions, which all focus on consumer rights claims arising from the housing context.

ADMISSIONS
State of Colorado (2010)