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| DISTRICT COURT, ARAPAHOE COUNTY, COLORADO 7325 S. Potomac St. Centennial, CO 80112 | <p style="text-align: center;">▲ COURT USE ONLY ▲</p> |
| Plaintiff/Counterdefendant: Echelon Property Group, LLC v. Defendant/Counterplaintiff: Bobby Salandy | |
| <i>Attorneys for Defendant/Counterplaintiff:</i> Steven L. Woodrow #43140 WOODROW & PELUSO, LLC 3900 East Mexico, Ave. Suite 300 Denver, CO 80210 Telephone: (720) 213-0675 Facsimile: (303) 927-0809 Jason Legg #42946 CADIZ LAW, LLC 501 S. Cherry St., Ste. 1100 Denver, CO 80246 720.330.2800 jason@cadizlawfirm.com | Case Number: 2019CV000112 Div.: 21 |
| <p style="text-align: center;">DECLARATION OF ATTORNEY STEVEN WOODROW IN SUPPORT OF MOTION FOR AN AWARD OF REASONABLE ATTORNEY'S FEES AND FOR REIMBURSEMENT OF EXPENSES AND FOR APPROVAL OF CLASS REPRESENTATIVE INCENTIVE AWARD</p> | |

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 fees that Echelon charges its tenants in Colorado, including Late Fees, Notice Posting Fees, and Eviction Legal Fees. The fees are set forth in paragraph 9 of Echelon's form lease agreement—the same lease that applied to all of its tenants.

4. On the fourth day the rent is late, Echelon imposes a Late Fee of \$75. It then assesses additional Late Fees of \$10 per day thereafter until the rent is paid. Also on the fourth day, Echelon posts a statutory notice on the tenant's door and charges \$20 for this. If rent isn't received by the ninth day, Echelon's system refers the file to Echelon's eviction lawyers. Echelon was billed \$270 per eviction through January 1, 2018, and \$283.00 per eviction thereafter. Notwithstanding this, Echelon charged tenants \$295 per eviction action. The fees are generally assessed automatically via a computer program, often without human intervention.

5. Class Representative Salandy incurred multiple late charges and was subjected to repeated FED filings. Salandy's rent was due the 1st of the month. He did not get paid until later in the month. As such, he incurred the Challenged Fees. As more of his paycheck went to fees, he was unable to pay the next month's rent on time—thus incurring more fees.

6. And the cycle kept repeating: Salandy actually paid Echelon more than a year's-worth of base rent yet was named as a defendant in multiple, successive eviction proceedings.

The Litigation: Motion Practice & Discovery

7. Salandy spoke with Class Counsel in early 2019 to discuss his case and repeated evictions. Class Counsel began preparing a lawsuit against Echelon when, on April 16, 2019, Echelon filed another action in Forcible Entry and Detainer against Salandy styled, *Echelon Property Group, LLC v. Bobby Salandy*, Case No. 2019C37058 in the County Court for Arapahoe County. This marked Echelon's fourth eviction action against Salandy.

8. On April 25, 2019, Salandy filed an Answer, Class Action Counterclaims, and a Jury Demand challenging the fees. Five days later, on April 30, 2019, Salandy filed an Amended Answer and Class Action Counterclaims and a motion to transfer to the District Court for Arapahoe County.

9. On April 30, 2019, the case was transferred and assigned Case No. 2019CV112.

10. Following transfer, the Parties proceeded to vigorously litigate the case.

11. Echelon filed a motion seeking an expedited hearing to take possession of Salandy's residence, and the Parties engaged in significant briefing related to the availability of certain affirmative defenses and claims.

12. Following a ruling from the Court that limited Salandy's ability to raise certain defenses, Salandy agreed to vacate. After he vacated, the Parties engaged in additional extensive briefing related to the pleadings.

13. Notwithstanding attempts by Echelon to have the court dismiss his case, ultimately, several of Salandy's claims survived, including his claims challenging the Late Fees, Notice Posting Fees, and Eviction Legal Fees.

14. The Parties proceeded to engage in discovery focused on Echelon's policies and procedures related to the assessment and collection of the Challenged Fees and the ability to certify a class of tenants. It also focused on whether there was any intent to liquidate damages, whether it would have been difficult to estimate damages at the time the lease was signed, and whether the fees set forth in the lease are reasonable approximations of those damages.

15. This discovery included, among other information, multiple sets of interrogatories and requests to produce, the Rule 30(b)(6) examination of Echelon's two designees, the defense of Mr. Salandy's Deposition, third-party subpoenas, and numerous dispute letters and meet and

confers. One of Echelon's Rule 30(b)(6) designees, Brian Stern, characterized Echelon's late fee practices and policies as reflecting "industry standards".

16. During this period of discovery, on July 28, 2020, Echelon moved for summary judgment on the grounds that the voluntary payment doctrine barred Salandy's individual claims as a matter of law. The Parties proceeded to brief the motion. This included supplemental filings regarding Echelon's factual assertions.

17. On November 12, 2020, the Court denied Echelon's Motion for Summary Judgment. Following the Court's ruling on summary judgment, the Parties continued to litigate and finalize discovery related to class certification.

Settlement Negotiations and the First Mediation

18. Following the Court's denial of Summary judgment, Counsel for the Parties began discussing the potential for settlement, and Class Counsel drafted and prepared a detailed proposal that laid out a settlement framework to resolve the claims on a class basis.

19. The Parties continued to litigate and engage in discovery related to the scope of the proposed class and damages during this time.

20. When settlement talks stalled, on February 5, 2021, Salandy filed his Motion for Class Certification. Rather than file a response, Echelon agreed to engage in a formal mediation session. Following the exchange of proposed mediators, the Parties agreed to mediation overseen by Joe Epstein and Chad Atkins of Conflict Resolution Services, well-respected third-party neutrals based in Denver Area.

21. On April 28, 2021, counsel for the Parties and the mediators engaged in a full day virtual mediation session. Counsel for the Parties discussed the claims at issue in the case as well

as proposed settlement frameworks. Even though progress was made, the Parties were unable to reach a resolution at the mediation and instead returned to briefing class certification.

Salandy Obtains Class Certification

22. Following the first mediation session, the Parties completed briefing on Salandy's Motion for Class Certification. On June 16, 2021, Echelon filed its Opposition to Salandy's Motion for Class Certification and Salandy filed his Reply on July 14, 2021. The briefs were substantial submissions and required extensive preparation.

23. On July 21, 2021, the Court granted in part Salandy's Motion for Class Certification and certified a class consisting of: "tenants who from April 2016, to the date of the order for possession against Salandy -August 5, 2019 - were charged the Fees and, like Salandy, had actions filed against them by Echelon for forcible entry and detainer." The Court also entered Orders (a) directing Class Counsel to disseminate notice to the class and (b) bifurcating the trial, with the issue of a declaration of rights under the lease to be adjudicated first.

24. In the wake of class certification Salandy pushed for the production of data necessary to disseminate notice. This resulted in significant additional work as Echelon pushed back on the production and raised objections to sending out the notice.

The Second Mediation

25. Following protracted back-and-forth discussions, the Parties agreed to return to mediation for a second session with Messrs. Epstein and Atkins. Counsel for the Parties had several discussions in advance of the second mediation session regarding an appropriate settlement framework and related issues. Class Counsel drafted a proposed settlement agreement together with proposed notices to help the parties conceptualize the settlement framework.

26. On September 29, 2021, the Parties engaged in a second full-day mediation session, which was productive and featured several rounds of good faith negotiations. The Parties made significant progress, even reaching agreement on several key terms. Nevertheless, the Parties were unable to achieve a resolution as to all of the Settlement's terms, including the monetary relief to be provided to class members.

27. The Parties again agreed to return to litigating with an understanding that settlement talks could continue.

28. During the period of time following the second mediation, the Parties filed cross-motions for summary judgment. Counsel for the Parties engaged in several meet and confers regarding each side's proposed summary judgment filings. Ultimately the motions were filed and were pending as the Parties prepared for trial.

29. It was also during this time that Salandy sought leave of court to complete the notice plan that was put on hold for the second mediation. This required editing the draft notices that Salandy had prepared in the wake of the Court's Order granting Class Certification.

30. The Parties submitted motions in limine and otherwise began preparing for the trial set on Salandy's counterclaim for a declaration of rights under the lease.

31. As deadlines approached for responding to the cross-motions for summary judgment, settlement talks intensified. These significant post-mediation talks, which included multiple teleconferences and Zoom meetings, eventually lead to an agreement in principle with respect to the relief to be made available to the certified class.

32. Only after the Parties reached an agreement in principle with respect to the relief to be made available to the Class did the Parties discuss reasonable attorneys' fees and an incentive award for Salandy. The negotiations remained arms-length at all times.

33. The result is a particularly strong Settlement that provides \$3.45 million to tenants who, prior to this litigation, were likely not expecting any compensation at all. This is in addition to impressive prospective relief that requires Echelon cease negative reporting and facilitate the sealing of eviction court records filed by certain members of the Class.

Implementing the Settlement and Assisting Class Members

34. Notice detailing the terms of the Settlement Agreement has been directly mailed to over 87% of the 2,899 Settlement Class Members. Substantial work went into drafting the notices, including a short form mail notice, a long form notice, and the content of the Settlement Website.

35. The Settlement Administrator advised counsel for the Parties that a percentage of notices were returned as undeliverable and had been re-mailed. Nevertheless, over 300 addresses remained undeliverable. Class Counsel thereafter worked with counsel for Echelon on a solution where Echelon would provide the Settlement Administrator with additional identifying information (e.g. social security numbers) that could be used to help locate current addresses.

36. The response has been positive. As of the date of this filing, there have been no objections submitted or requests to be excluded. My office has fielded calls from Settlement Class Members who received the mailed notice and have questions. They are excited to learn they need not do anything to receive benefits.

My Firm's Lodestar

37. 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. Our firms have experience representing tenants and my firm maintains a

consumer class action practice. See “Firm Resumes”, true and accurate copies of which are attached hereto as Group Exhibit A.

38. The hours spent on the case by each lawyer at my firm, together with their hourly rate, is set forth below. Detailed billing records are kept in my firm’s Freshbooks system and are available upon request.

| Attorney Name/Firm | Position | Rate | Hours | Lodestar |
|--------------------------------------|-----------------|-------------|--------------|------------------|
| Steven Woodrow/ Woodrow & Peluso | Partner | \$520 | 581.3 | \$302,276 |
| Patrick Peluso/ Woodrow & Peluso | Partner | \$420 | 14 | \$5,880 |
| Kevin Davenport/ Woodrow & Peluso | Clerk | \$100 | 3.4 | \$340 |
| INITIAL LODESTAR | | | | \$308,496 |

39. I estimate that approximately \$15,000 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.

40. As reflected on the attached Invoices, Class Counsel also incurred \$8,902.83 in out-of-pocket expenses. This included court system filing fees, deposition costs, mediation fees for the two full day sessions, and other charges.

41. Further affiant sayeth not.

Dated April 7, 2022

s/ Steven L. Woodrow
Steven L. Woodrow