

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

NATHANIEL JOHNSON, et al.,	)	
	)	
individually and on behalf of those	)	
similarly situated,	)	
	)	
Plaintiffs,	)	Case No.: 2316-cv09588
v.	)	
	)	
STONEGATE MEADOWS	)	
APARTMENTS, LLC, et al.,	)	
	)	
Defendants.	)	

**APPLICATION FOR AWARD OF ATTORNEYS’ FEES, COSTS AND CLASS
REPRESENTATIVE SERVICE AWARDS**

On August 20, 2025 and September 10, 2025, the Court granted preliminary approval to class action settlements between certain Plaintiffs and Defendants Stonegate Meadows, L.P. and Eagle Point Management, LLC (“Stonegate LP/Eagle Point”), Yarco Company, Inc. (“Yarco”), and Young Management Corporation (“Young Management”) (collectively “Settling Defendants”). Plaintiffs were fortunate to have encountered corporate Defendants that did what the remaining Defendants have not done—they realized that settlement was appropriate to compensate the Class Members and resolve this litigation. Consequently, Plaintiffs’ lawsuit will provide meaningful relief to numerous Class Members and, hopefully, bring some level of deterrent effect to other multi-family landlords that operate in the Kansas City metropolitan area. Such efforts by Class Counsel are worthy of being compensated.

Turning to the details of the proposed settlements, those agreements bring

substantial economic relief to the class. Class Members will receive checks directly from a common fund managed by the Settlement Administrator, without having to jump through administrative hoops, such as filing a claim form. The proposed settlements were consummated after contentious discovery and extensive settlement negotiations under the guidance of a mediator well-versed in class actions and complex litigation. Perhaps most indicative of the result obtained by Class Counsel is the fact that, to date, unlike many class action settlements, there have been **no objections** to the proposed class settlement.¹ Likewise, there have been no lodged objections to the attorneys' fees, expenses and service awards sought herein.² On the contrary, Class Counsel have heard directly from Class Members who are very appreciative of the settlement benefits and who look forward to this Court's final approval of the settlements.

Now, in return for their hard work in prosecuting this complex class action on a fully contingent basis, with no assurance of any payment or outcome, and obtaining a settlement that favorably resolve a large part of this case, Class Counsel seek a fee of 33.3% of the almost two million dollar common fund created by the settlements. Specifically, Class Counsel respectfully request an order awarding them \$660,000 in attorney fees and \$36,314.64 in litigation expenses from the common fund. Class Counsel also request an order awarding each of the settlement Plaintiffs a \$7,000 service award, in addition to their

¹ The objection period is largely concluded and ends on October 30, 2025. *See* Orders dated August 20, 2025, ¶ 12, and Order dated Sept. 10, 2025, ¶ 12.

² The Settlement Agreement, available to class members on the settlement website, sets forth the percentage amount range sought by Class Counsel. Similarly, the Court-approved Notice provided to the class also advised of that range.

compensation as Class Members. Those named settlement Plaintiffs are: Charlesetta Lockett, Roosevelt Price, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams. The Settling Defendants do not object to these amounts.³ The service award is in recognition of the substantial time, devotion and commitment the settling Plaintiffs have contributed to this litigation, and for their work in prosecuting the damages claims of the Class Members, including, but not limited to their appearance at mediation sessions, participating in lengthy depositions, active involvement in the investigation and discovery process and general assistance in reaching the resolution proposed by the Settlements.

The substantial and identifiable benefits obtained by Class Counsel for the Class Members justifies approval of this request for attorneys' fees, expenses and a class representative service awards.

I. STATEMENT OF THE CASE

A. Relevant Background Facts

i. Stonegate LP/Eagle Point

Plaintiffs alleged that Stonegate LP/Eagle Point failed to properly maintain the Stonegate Meadows Apartment Complex ("the Property") in a livable condition while it

³ Consensual resolution of attorneys' fee issues is the *ideal* toward which litigants should strive. *See, e.g., Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983). Where, as here, the parties have agreed on the amount of attorneys' fees and expenses, courts give the parties' agreement substantial deference. *Cohn v. Nelson*, 375 F. Supp. 2d 844, 861 (E.D. Mo. 2005); citing to *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) (holding that an agreed-to fee is an ideal situation because "[a] request for attorney's fees should not result in a second major litigation").

was the owner and manager of the Property from April 7, 2018, through November 2019. Plaintiffs allege that Stonegate LP/Eagle Point forced residents to live in conditions that were unsafe, unsanitary and unhealthy and breached Class Members' right to have habitable rental property during the course of Stonegate LP/Eagle Point's ownership and management of the Property. Plaintiffs allege they suffered raw sewage back up, leaks in their ceilings and roofs, collapsing ceilings, structural damage to their walls and floors, leaks in their plumbing, mold, mildew, mice, bedbugs, roaches and other pests, and appliances that did not work, all of which Plaintiffs allege Stonegate LP/Eagle Point was responsible for and should have resolved.

Plaintiffs filed suit alleging that Stonegate LP/Eagle Point failed to properly maintain the Property in a livable and habitable condition, and alleged that Stonegate LP/Eagle Point treated everyone situated like the Plaintiffs in the same manner, thus making this action susceptible to class treatment. In their lawsuit, Plaintiffs sought a refund of rents paid to Stonegate LP/Eagle Point, and other relief. Stonegate LP/Eagle denies Plaintiffs' claims and allegations, and contends it acted properly at all times. Stonegate LP/Eagle Point contends that it was not ultimately responsible for the conditions of the Property. However, to avoid the uncertainties of litigation, the Plaintiffs and Stonegate LP/Eagle Point have entered into the Settlement.

ii. Yarco

Plaintiffs allege that Yarco failed to properly maintain the Property in a livable condition while it was the manager of the Property from September 1, 2020 through April

4, 2021. Plaintiffs allege that Yarco caused residents to live in conditions that were unsafe, unsanitary and unhealthy, and breached Class Members' right to have habitable rental property during the course of Yarco's management of the Property. Plaintiffs allege they suffered raw sewage back up, leaks in their ceilings and roofs, collapsing ceilings, structural damage to their walls and floors, leaks in their plumbing, mold, mildew, mice, bedbugs, roaches and other pests, and appliances that did not work, all of which Plaintiffs allege Yarco was partially responsible for and should have resolved.

Plaintiffs filed suit alleging that Yarco failed to properly maintain the Property in a livable condition, and alleged that Yarco treated everyone situated like the Plaintiffs in the same manner, thus making this action susceptible to class treatment. In their lawsuit, Plaintiffs sought a refund of rents paid, and other relief. Yarco denies Plaintiffs' claims and allegations, including as to habitability, and contends it acted properly at all times. Yarco contends that it was not ultimately responsible for the conditions of the Property and that the actual authority and means to rehabilitate the Property were outside of its control. However, to avoid the uncertainties of litigation, the Plaintiffs and Yarco have entered into the Settlement.

iii. Young Management

Plaintiffs allege that Young Management failed to properly maintain the Property in a livable condition while it was the manager of the Property from November 27, 2019 through August 31, 2020. Plaintiffs allege that Young Management caused residents to live in conditions that were unsafe, unsanitary and unhealthy, and breached Class Members'

right to have habitable rental property during the course of Young Management's management of the Property. Plaintiffs allege they suffered raw sewage back up, leaks in their ceilings and roofs, collapsing ceilings, structural damage to their walls and floors, leaks in their plumbing, mold, mildew, mice, bedbugs, roaches and other pests, and appliances that did not work, all of which Plaintiffs allege Young Management was partially responsible for and should have resolved.

Plaintiffs filed suit alleging that Young Management failed to properly maintain the Property in a livable condition, and alleged that Young Management treated everyone situated like the Plaintiffs in the same manner, thus making this action susceptible to class treatment. In their lawsuit, Plaintiffs sought a refund of rents paid, and other relief. Young Management denies Plaintiffs' claims and allegations, including as to habitability, and contends it acted properly at all times. Young Management contends that it was not ultimately responsible for the conditions of the Property and that the actual authority and means to rehabilitate the Property were outside of its control. However, to avoid the uncertainties of litigation, the Plaintiffs and Young Management have entered into the Settlement.

Procedural History

On April 7, 2023, Plaintiffs filed their Petition in the Circuit Court of Jackson County, Missouri styled *Johnson v. Stonegate Meadows Apartments, LLC*, Case No. 2316-cv09588, seeking, on behalf of themselves and all others similarly situated, return of rents paid by Class Members and other relief.

Subsequently, Plaintiffs and Settling Defendants engaged in voluminous written and deposition discovery. All told, Defendants in this case have produced nearly 589,000 pages of documents in discovery. Further, all Named Plaintiffs, two of Plaintiffs' experts, and seven witnesses for Defendants sat for their depositions. This extensive discovery gave both Plaintiffs and Settling Defendants the opportunity to fully investigate and substantiate their respective positions in the case, and assess the reasonableness of settlement value.

On January 29, 2024, settlement discussions took place before mediator Sly James. The parties to the settlement negotiations included Plaintiffs, Class Counsel, and all of the Defendants named in the lawsuit. A settlement was not reached during that mediation, so discovery continued.

On January 27, 2025, Plaintiffs filed their motion to certify a damages class pursuant to Missouri Rule of Civil Procedure 52.08(b)(3). Defendants subsequently filed their written response to Plaintiffs' motion, and the motion has not yet been ruled on by this Court.

On May 13, 2025, settlement discussions took place, per the Court's Order to engage in mediation prior to trial, with outside neutral mediator Mark Kempton. Through that mediation, and subsequent communications, Plaintiffs and the Settling Defendants were able to reach settlements in principal.

Subsequently, the parties worked to document their agreement and entered into final settlement agreements that have been submitted to this Court for final approval. Specifically, Plaintiffs submitted their settlement with Defendants Stonegate LP/Eagle

Point and Yarco on July 3, 2025. Plaintiffs submitted their settlement with Defendant Young Management on August 27, 2025. All three settlements have been given preliminary approval, and a final approval hearing is scheduled for November 21, 2025 at 1:30 p.m.

B. Terms of the Settlement

i. Stonegate LP/Eagle Point

Stonegate LP/Eagle Point is no longer in possession of the Property, so injunctive relief is not an option with respect to Class Members. Accordingly, this Settlement is solely for money damages. Specifically, under the terms of the Agreement, Stonegate LP/Eagle Point has agreed to pay the sum of Nine Hundred Fifty Thousand Dollars (\$950,000.00) to partially refund rents paid by Class Members living at the Stonegate Meadows Apartments from April 7, 2018, through November 2019. *See* Agreement, ¶ 5. Under the terms of the Settlement, Class Members will receive payment checks directly from the Settlement Administrator, without the need for a claim form. *Id.*, ¶ 43. If checks are returned unclaimed, the Settlement Administrator will search for updated addresses and reissue checks to those Class Members. *Id.*, ¶ 43. Depending on whether unclaimed funds exist after the first round of settlement checks sent to Class Members, the Settlement Administrator will issue second supplementary checks to Class Members in an effort to fully pay out the Settlement Fund. *Id.*, ¶ 44. Any unclaimed settlement funds remaining after the second supplementary distribution will be donated to Legal Aid of Western Missouri. *Id.*, ¶ 45.

Once all aspects of the Settlement Fund have been distributed, the Settlement

Administrator shall file a report with the Court confirming that the entirety of the Settlement Fund has been distributed through either payments to the Settlement Class Members or through the final cy pres payment to Legal Aid. *Id.*, ¶ 46.

In exchange for creating the common fund, Stonegate LP/Eagle Point will obtain a release of all claims asserted, or that could have been asserted, against those Defendants by the Class Members. *Id.*, ¶55. Importantly, the Settlement does not resolve any of the Plaintiffs and Class Members' claims against the non-settling Defendants in this litigation. *Id.*, ¶ 55.

Of course, as a class proposed pursuant to Mo. R. Civ. P. 52.08(b)(3), all Class Members have the absolute right to object to the Settlement. *Id.*, ¶ 60. Similarly, all Class Members have the absolute right to opt out/exclude themselves from the Settlement if they choose to do so. *Id.*, ¶ 58. Both rights (the right to object and the right to opt out) are explained to Class Members in the proposed Class Notice form, including the dates by which Class Members must mail their objections or opt-outs. *See* Exhibit A to the Agreement. The Settlement Administrator has mailed the Class Notice to all Class Members and, if any are returned undeliverable, the Settlement Administrator will search for current address information and remail those Class Notices. *Id.*, ¶ 65.

iii. Yarco

Yarco is no longer in management of the Property, so injunctive relief is not an option with respect to Class Members. Accordingly, this Settlement is solely for money damages. Specifically, under the terms of the Agreement, Yarco has agreed to pay the sum

of Three Hundred Thirty Thousand Dollars (\$330,000.00) to partially refund rents paid by Class Members living at the Stonegate Meadows Apartments from September 1, 2020 through April 4, 2021. *See* Agreement, ¶ 5. Under the terms of the Settlement, Class Members will receive payment checks directly from the Settlement Administrator, without the need for a claim form. *Id.*, ¶ 47. If checks are returned unclaimed, the Settlement Administrator will search for updated addresses and reissue checks to those Class Members. *Id.*, ¶ 47. Depending on whether unclaimed funds exist after the first round of settlement checks sent to Class Members, the Settlement Administrator will issue second supplementary checks to Class Members in an effort to fully pay out the Settlement Fund. *Id.*, ¶ 47. Any unclaimed settlement funds remaining after the second supplementary distribution will be donated to Legal Aid of Western Missouri. *Id.*, ¶ 49.

Once all aspects of the Settlement Fund have been distributed, the Settlement Administrator shall file a report with the Court confirming that the entirety of the Settlement Fund has been distributed through either payments to the Settlement Class Members or through the final cy pres payment to Legal Aid. *Id.*, ¶ 49. In exchange for creating the common fund, Yarco will obtain a release of all claims asserted, or that could have been asserted, by the Class Members. *Id.*, ¶61. Importantly, the Settlement does not resolve any of the Plaintiffs and Class Members' claims against the remaining Defendants in this litigation. *Id.*, ¶ 55.

Of course, as a class proposed pursuant to Mo. R. Civ. P. 52.08(b)(3), all Class Members have the absolute right to object to the Settlement. *Id.*, ¶ 60. Similarly, all Class

Members have the absolute right to opt out/exclude themselves from the Settlement if they choose to do so. *Id.*, ¶ 45. Both rights (the right to object and the right to opt out) are explained to Class Members in the proposed Class Notice form, including the dates by which Class Members must mail their objections or opt-outs. *See* Exhibit A to the Agreement. The Settlement Administrator has mailed the Class Notice to all Class Members and, if any are returned undeliverable, the Settlement Administrator will search for current address information and remail those Class Notices. *Id.*, ¶ 65.

iii. Young Management

Young Management is no longer in management of the Property, so injunctive relief is not an option with respect to Class Members. Accordingly, this Settlement is solely for money damages. Specifically, under the terms of the Agreement, Young Management has agreed to pay the sum of Seven Hundred Thousand Dollars (\$700,000.00) to partially refund rents paid by Class Members living at the Stonegate Meadows Apartments from November 27, 2019 through August 31, 2020. *See* Agreement, ¶ 5. Under the terms of the Settlement, Class Members will receive payment checks directly from the Settlement Administrator, without the need for a claim form. *Id.*, ¶ 47. If checks are returned unclaimed, the Settlement Administrator will search for updated addresses and reissue checks to those Class Members. *Id.*, ¶ 47. Depending on whether unclaimed funds exist after the first round of settlement checks sent to Class Members, the Settlement Administrator will issue second supplementary checks to Class Members in an effort to fully pay out the Settlement Fund. *Id.*, ¶ 47. Any unclaimed settlement funds remaining

after the second supplementary distribution will be donated to Legal Aid of Western Missouri. *Id.*, ¶ 49.

Once all aspects of the Settlement Fund have been distributed, the Settlement Administrator shall file a report with the Court confirming that the entirety of the Settlement Fund has been distributed through either payments to the Settlement Class Members or through the final payment to Legal Aid. *Id.*, ¶ 49.

In exchange for creating the common fund, Young Management will obtain a release of all claims asserted, or that could have been asserted, by the Class Members. *Id.*, ¶61. Importantly, the Settlement does not resolve any of the Plaintiffs and Class Members' claims against the remaining Defendants in this litigation. *Id.*, ¶ 55.

All Class Members have the absolute right to object to the Settlement. *Id.*, ¶ 60. Similarly, all Class Members have the absolute right to opt out/exclude themselves from the Settlement if they choose to do so. *Id.*, ¶ 45. Both rights (the right to object and the right to opt out) are explained to Class Members in the proposed Class Notice form, including the dates by which Class Members must mail their objections or opt-outs. *See* Exhibit A to the Agreement. The Settlement Administrator has mailed the Class Notice to all Class Members and, if any are returned undeliverable, the Settlement Administrator will search for current address information and remail those Class Notices. *Id.*, ¶ 65.

II. CALCULATION OF ATTORNEYS' FEES

Courts have consistently recognized that an award of attorneys' fees in a class action serves the dual purpose of encouraging class representatives to seek redress for

injuries and deterring future misconduct.⁴

Missouri courts adhere to the “American rule” which states that, ordinarily, litigants must bear the expense of their own attorney’s fees.⁵ Attorney’s fees may be awarded to a successful litigant only where they are provided for by statute or by contract, where very unusual circumstances exist so it may be said equity demands a balance of benefits, or where the attorney’s fees are incurred because of involvement in collateral litigation.⁶

The balancing of the benefits incorporates two related doctrines.⁷ First, the common fund doctrine permits a trial court to require non-litigants to contribute their proportionate part of the attorney’s fees when a litigant successfully creates, increases, or preserves a fund in which the non-litigants were entitled to share.⁸ Second, the common fund doctrine permits recovery of attorney’s fees when a successful litigant benefits a group of other individuals similarly situated.⁹ In sum, “[f]ee awards unique to class actions, and to related situations involving the creation of litigation benefits for third parties where fees can be ratably charged against the recoveries obtained, are fees awarded

⁴ “Although Missouri courts have not addressed the issue, federal courts recognize an inherent equitable authority to award attorney’s fees and expenses out of a fund that the efforts of class counsel has created.” 15 MOPRAC § 52.08:16; *See, e.g., Deposit Guar. Nat’l Bank v. Roper*, 445 U.S. 326, 338-39 (1980).

⁵ *Lett v. City of St. Louis*, 24 S.W.3d 157, 162-164 (Mo. App. E.D. 2000) (citing *Nix v. Nix*, 862 S.W.2d 948, 952 (Mo. App. S.D. 1993)).

⁶ *Lett*, 24 S.W.3d at 162-164 (citing *Southern Missouri Dist. Council of Assemblies of God v. Hendricks*, 807 S.W.2d 141, 149 (Mo. App. 1991)).

⁷ *Lett*, 24 S.W.3d at 162-164 (citing *Feinberg v. Adolf K. Feinberg Hotel Trust*, 922 S.W.2d 21, 26 (Mo. App. E.D.1996)).

⁸ *Id.*

⁹ *Id.*

under the common fund doctrine.”¹⁰

Missouri law recognizes that a court may charge a class counsel’s reasonable fees to the class members where they are the beneficiaries of a “common benefit” produced by the class action.¹¹ The United States Supreme Court has recognized that “a reasonable fee is based on a percentage of the fund bestowed upon the class.”¹² This “common fund” doctrine reflects a traditional equitable practice and stands as an exception to the general rule that each litigant must bear his own attorney fees.¹³

Among the factors that may be examined by the Court are: (1) the result achieved; (2) the nature and character of the services rendered; (3) the degree of professional ability required; (4) the nature and importance of the subject matter; (5) the amount involved or the result obtained; (6) the vigor of the opposition; (7) the rates customarily charged by the attorneys involved in the case and by other attorneys in the community for similar services; and (8) the time expended on pursuing and litigating the case.¹⁴

Here, Class Counsel obtained nearly \$2 million from the Settling Defendants after years of hard-fought litigation regarding the habitability of apartments at the Property. The fees sought by Class Counsel were wholly contingent in nature and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous costs inherent in class action litigation, as well as a long battle with corporate Defendants

¹⁰ Newberg on Class Actions § 14.1 at 505-506 (4th ed. 2002).

¹¹ *Lett*, 24 S.W.3d at 162-164 (citing *Weinberger v. Great N. Nekoosa Corp.*, 925 F.2d 518, 522 n. 6 (1st Cir. 1991)).

¹² *Blum v. Stenson*, 465 U.S. 886, 900 n. 16 (1984).

¹³ See *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980).

¹⁴ *Berry v. Volkswagen Group of Am., Inc.*, 397 S.W.3d 425, 431 (Mo. 2013)

that had retained competent defense firms. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful outcome of this action on behalf of all Class Members. Consistent with the authorities cited above, Class Counsel respectfully submit that a determination of attorneys' fees should be calculated utilizing a percentage of the common fund method.

Here, utilizing the percentage of benefit approach, the requested attorney fee is approximately **33.3%** of the total fund created:

• \$950,000	Stonegate LP/Eagle Point Settlement Fund;
• \$330,000	Yarco Settlement Fund;
• \$700,000	Young Settlement Fund;
<u>\$1,980,000</u>	<u>TOTAL SETTLEMENT FUND</u>
\$660,000	Attorney Fee (\$1,980,000 x 33.3%)

And there should be no dispute that a 33.3% fee is within reason; each Settling Plaintiff signed a retainer agreement that provided for a much higher fee award (up to 40%) to Class Counsel. Moreover, a review of previous class action settlements clearly demonstrates that courts have historically not been hesitant to award fees in the range of 20% to 50% of the common benefit, depending upon the circumstances of the case.¹⁵ In

¹⁵ See, e.g., *In re U.S. Bancorp Litig.*, 291 F.3d 1035 (8th Cir. 2002) (upholding fee award amounting to **36%** of fund); *In re Ikon Office Solutions, Inc.*, 194 F.R.D. 166 (E.D. Pa. 2000) (**30%** of \$111 million recovery); *In re Combustion, Inc.*, 968 F. Supp. 1116 (W.D. La. 1997) (**36%** of \$127 million recovery); *In re Charter Comm 'ns, Inc.*, No. 4:02-CV-1186, 2005 WL 4045741, *14 (E.D. Mo. June 30, 2005) (quoting National Economic Research Associates study of securities class actions: "**Regardless of case size, fees average approximately 32 percent of the settlement.**"); *In re United Telecommunications, Sec. Litig.*, No. 90-2251-0, 1994 WL 326007, at *3 (D. Kan. June 1,

fact, one Circuit has noted that fees typically range from 20% to 50%, with the average of fees in sixteen surveyed cases being 30.06%.¹⁶ Given this historical trend, it is not surprising that the preeminent secondary authority on class action litigation, *Newberg on Class Actions* has noted:

No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the Class, although somewhat larger percentages are not unprecedented.¹⁷

It should also be noted that with regard to percentage fee awards, this same preeminent authority states, “[A]chievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed.”¹⁸ In this case, the requested fee of 33.3% of the total settlement value falls well within the range of awards made in other complex class actions in this area¹⁹ and elsewhere, and is particularly warranted in light of the facts of this case.

Finally, aside from the benefits obtained for Class Members, meritorious class actions provide far broader benefits in two respects that cannot be calculated in purely monetary terms and which Class Counsel respectfully suggest should not be overlooked by

1994) (**33.3%** of \$ 28,000,000 settlement).

¹⁶ See *In re Activision Securities Litigation*, 723 F. Supp. 1373, 1378 (N.D. Cal. 1989).

¹⁷ *Newberg on Class Actions*, 3d Ed., 1992, §14.03.

¹⁸ *Newberg on Class Actions*, 3d Ed., §14.01, pp. 14-10:14-11.

¹⁹ See, e.g., *Massey, et al. v. Shelter Life Insurance Co.*, 05-CV-4106-NKL (W.D. Mo.) order dated October 17, 2006 (Doc. # 148) (approving 33% common fund attorney fee); *Puga, et al. v. Nephrite Fund I, LLC, et al.*, 2116-CV13008 Jackson County, Missouri November 22, 2024 (order approving 40% common fund attorney fee).

this Court. As explained by the Sixth Circuit in *Gascho v. Global Fitness Holdings, LLC*, 822 F.3d 269, 287 (6th Cir. 2016):

Consumer class actions, furthermore, have value to society more broadly, both as deterrents to unlawful behavior—particularly when the individual injuries are too small to justify the time and expense of litigation—and as private law enforcement regimes that free public sector resources.²⁰ If we are to encourage these positive societal effects, Class Counsel must be adequately compensated—even when significant compensation to Class Members is out of reach (such as when contact information is unavailable, or when individual claims are very small).²¹

Similarly, in *In re Whirlpool Corp. Front-Loading Washer Products Liability Litigation*, Case No. 1:08-WP-65000 (MDL 2001), 2016 WL 5338012 at *23 (N.D. Ohio Sept. 23, 2016) the Court stated:

Attorneys who take on class action matters serve a benefit to society and the judicial process by enabling...small claimants to pool their claims and resources.” *In re Teletronics Pacing Sys., Inc.*, 137 F. Supp. 2d 1029, 1043 (S.D. Ohio 2001). Moreover, “[s]ociety’s interests are clearly furthered by the private prosecution of civil cases which further important public policy

²⁰ See *Gascho* at fn. 6. (William B. Rubenstein, *On What A “Private Attorney General” Is—and Why It Matters*, 57 Vand. L. Rev. 2129, 2168 (2004) (“[Class Counsel’s] clients are not just the class members, but the public and the class members; their goal is not just compensation, but deterrence and compensation.”); Myriam Gilles & Gary B. Friedman, *Exploding the Class Action Agency Costs Myth: The Social Utility of Entrepreneurial Lawyers*, 155 U. Pa. L. Rev. 103, 106 (2006) (“[T]he deterrence of corporate wrongdoing is what we can and should expect from class actions.”); William B. Rubenstein, *Why Enable Litigation?: A Positive Externalities Theory of the Small Claims Class Action*, 74 UMKC L. Rev. 709, 724–25 (2006) (“By enabling litigation, the class action has the structural consequence of dividing law enforcement among public agencies and private attorneys general and of shifting a significant amount of that enforcement to the private sector.”)).

²¹ See *Gascho* at fn. 7. (Brian T. Fitzpatrick, *Do Class Action Lawyers Make Too Little?*, 158 U. Pa. L. Rev. 2043, 2047 (2010) (concluding that courts “should not be concerned about compensating class members in small-stakes class actions and, instead, should be concerned only with fully incentivizing class action lawyers to bring as many cost-justified actions as possible” because “the only function they serve is deterrence”); Hailyn Chen, Comment, *Attorneys’ Fees and Reversionary Fund Settlements in Small Claims Consumer Class Actions*, 50 UCLA L. Rev. 879, 892 (2003) (arguing that courts should not limit attorney’s fees to a percentage of actual claims because doing so will often “result in a fee that is so small as to prevent class action attorneys from pursuing such cases, which serve primarily a regulatory and deterrent function”)).

goals,” *In re Southeastern Milk Antitrust Litig.*, 2013 WL 2155387 at *5 (E.D. Tenn. May 17, 2013), such as prosecuting tort claims regarding allegedly defective products. *See In re Sears, Roebuck & Co. Front-loading Washer Prod. Liab. Litig.*, 2016 WL 4765679 at *21 (“Congress has determined that it is in the public interest to ‘encourage warrantors to establish procedures whereby consumer disputes are fairly and expeditiously settled through informal dispute settlement mechanisms.’ 15 U.S.C. § 2310(a)(1). Thus, this settlement encourages manufacturers to expeditiously identify and cure defects in their products, regardless of whether the defect manifests itself in every item sold.”).

Class action lawsuits, such as this one, further public interest by forcing companies to follow the law in their dealings with consumers and tenants. That has inherent value and should help convince other multi-family landlords in the metro area to adhere to habitability guidelines, benefiting tenants everywhere.

Class Counsel respectfully suggest that a \$660,000 fee award, paid to them from the common fund, is appropriate and warranted.

III. AN AWARD OF LITIGATION EXPENSES IS APPROPRIATE

With respect to costs and expenses, an order allowing reimbursement to Class Counsel from the common fund is proper. “Reasonable costs and expenses incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by those Class Members who benefit by the settlement.”²² The requested costs must be relevant to the litigation and reasonable in amount.²³ Courts have recognized that expenses such as filing

²² *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996) (citing *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 391–392 (1970)); *see also In re UnitedHealth*, 631 F. Supp. 2d at 1160; *Lett*, 24 S.W.3d at 162-164; *Nix*, 862 S.W.2d at 952; 15 MOPRAC § 52.08:16.

²³ *See Carlson*, 2006 WL 2671105, at *8.

fees, mediation costs and expert fees are properly reimbursable costs from a common fund settlement.²⁴

Here, Plaintiffs' litigation costs, excluding costs attributable solely to the non-settling Defendants, total approximately \$36,314.64. That amount includes filing fees, service fees, consulting expert fees, mediation costs, deposition costs and other expenses incurred to bring this case to a successful conclusion against the Settling Defendants.²⁵ Because these expenses are of the type routinely charged to paying clients, Class Counsel are entitled to an award reimbursing them for these costs and expenses from the common fund.

IV. A CLASS REPRESENTATIVE SERVICE AWARD IS APPROPRIATE

Class Counsel also respectfully request an order allowing a class representative service award to be paid from the common fund to each Settling Plaintiff in the amount of \$7,000.00. Courts have routinely granted approval of settlements containing such awards.²⁶

In the instant case, the service award reflects the degree of time and commitment that the Settling Plaintiffs dedicated to pursuing the claims of the Class Members and championing their cause. The Settling Plaintiffs spent significant time becoming familiar with the details of these claims, the facts surrounding their case and the facts relative to the

²⁴ See, e.g., *Yarrington v. Solvay Pharmaceuticals, Inc.*, 697 F. Supp. 2d 1057, 1067-1068 (D. Minn. 2010); 15 MOPRAC § 52.08:16.

²⁵ See Declaration of Class Counsel Joseph Kronawitter, Exhibit 1 hereto.

²⁶ See, e.g., *In re U.S. Bancorp Litig.*, 291 F.3d at 1038 (approving service award); *White v. Nat'l Football League*, 822 F. Supp. 1389, 1406 (D. Minn. 1993) (noting that courts "routinely approve such awards for class representatives who expend special efforts that redound to the benefit of absent class members").

Class Members. The Settling Plaintiffs met and conferred with Class Counsel for strategy and planning sessions in order to ensure the success of this action. They also engaged in lengthy depositions and voluminous written discovery. The Settling Plaintiffs took time to engage in several lengthy mediation sessions in order to advance the claims of the Class Members, and were responsive to the requests of Class Counsel and the demands of this litigation.

The Settlement Agreement, Motion for Preliminary Approval, Order granting Preliminary Approval and the Class Notice all reference the service awards that would be sought for the Settling Plaintiffs and as the Court is aware, there have been **no objections** to any aspect of this settlement. Therefore, it can be easily inferred that no class member has an issue or disagreement with the service awards sought for the Settling Plaintiffs. Under these circumstances, the requested service awards are appropriate.

V. CONCLUSION

Class Counsel respectfully suggest their request for attorneys' fees, expenses and class representative service awards are fair, reasonable and warranted in light of the facts of this case. Accordingly, Class Counsel respectfully request the Court to enter an order directing the following payments from the common fund: 1) \$660,000 to Class Counsel for attorneys' fees; 2) \$36,314.64 to Class Counsel for litigation expenses, and 3) and \$7,000 each to Plaintiffs Charlesetta Lockett, Roosevelt Price, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams for class representative service awards, and for such other and further relief as the Court

deems just and proper.

Respectfully submitted,

/s/ Joseph A. Kronawitter

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the original of this filing was signed, and that on the 16th day of October, 2025, a copy of the above and the foregoing document was served on the following counsel of record via the court's electronic filing system:

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Case No.: 2316-cv09588

3. The instant litigation has been on-going for about two-and-a-half years. Discovery and motion practice has been extensive leading to major expenditures by Plaintiffs' counsel. These expenses include, but are not limited to: two mediations; depositions for all twelve plaintiffs, and then a second deposition for two of those plaintiffs; four depositions of representatives and employees of Settling Defendants; consultation with multiple potential experts, and two expert depositions; extensive online research

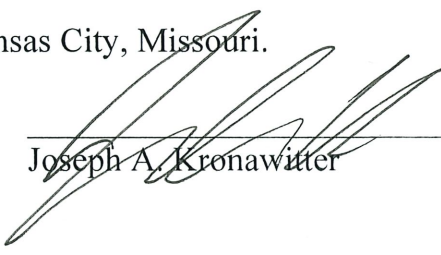
through Westlaw, and other non-legal sources, and the subpoenas and production of documents from numerous third-parties.

4. After lengthy arms-length negotiations with the Settling Defendants' counsel, we were able to come to agreements with the Settling Defendants that provide monetary relief for class members who lived on the property during the Settling Defendants' various dates of property management and/or ownership.

5. Our firm has incurred costs and expenses for research through Westlaw, and other non-legal sources, deposition travel, expenses, and transcripts, as well as the fees for court reporters and videographers totaling \$18,004.53. Our co-counsel, Heartland Center for Jobs and Freedom, Inc. incurred filing fee and service of process fees, additional research fees and the majority of the fees for consultation with experts, and fees for document productions from subpoenaed third-parties totaling \$18,310.11.

I declare that to the best of my knowledge that the foregoing is true and correct.

Executed this 16th day of October, 2025 in Kansas City, Missouri.



Joseph A. Kronawitter