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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JONATHAN SPIRO and SIMONE
KAPLAN, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

TRINITY MANAGEMENT SERVICES,
1188 MISSION STREET LP, 1890
CLAY STREET LP, 2240 GOLDEN
GATE AVE LLC, CRYSTAL TOWER
PARTNERS LLC, SANGIACOMO
FAMILY LP, TRINITY G2 HOLDING
LLC, JAMES SANGIACOMO, SUSAN
SANGIACOMO, and DOES 1-50,
inclusive,

Defendants.

Case No. CGC-17-562293

**DECLARATION OF BRIAN DEVINE IN
SUPPORT OF PLAINTIFFS' MOTION
FOR AN AWARD OF ATTORNEYS'
FEES, COSTS AND INCENTIVE
AWARDS**

Date: July 20, 2023
Time: 10:00 a.m.
Place: Department 613

The Honorable Andrew Y.S. Cheng

I, Brian Devine, declare as follows:

1. I am an attorney at law and partner in the law firm Seeger Devine LLP, attorneys in this action for Plaintiffs Jonathan Spiro and Simone Kaplan individually and on behalf of all others similarly situated. I have personal knowledge of the matters stated in this declaration and I could and would competently testify to them if called as a witness.

1 2. To my knowledge, no case has ever confronted the issue at the heart of this
2 case: whether the San Francisco Rent Ordinance (“SFRO”) prohibits a landlord from passing on
3 estimated portions of building-wide water and trash bills to tenants. I am not aware of any other
4 Trinity tenant filing any claim (either in court or with the Rent Board) asserting that Trinity
5 violated the SFRO by allocating water and trash charges to them.

6
7 3. After Plaintiffs first contacted me, my firm and I spent a significant amount
8 of time researching the SFRO, the accompanying regulations, and Rent Board’s interpretation of
9 the SFRO as stated in various publications and Rent Board hearings. It was only through this
10 hard work that we were able to prove—for the first time—that a landlord’s lease violated the
11 SFRO because it impermissibly passed on water and trash charges in addition to the agreed-upon
12 “base rent.”

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14 4. Both Plaintiffs and Trinity engaged in significant discovery throughout this
15 case. Plaintiffs served Trinity with four sets of requests for production (consisting of 61
16 requests), special and form interrogatories, and requests for admission. Plaintiffs also responded
17 to Trinity’s discovery consisting of 120 special interrogatories. To obtain responses to their
18 discovery, we had to engage in extensive meet and confer efforts and two Informal Discovery
19 Conferences with the Court (in June 2022 and October 2022) and negotiate a Protective Order.

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21 5. Through this discovery, we were able to determine and prove the amount
22 of water and trash charges that Trinity illegally billed Class Members, and we were able to
23 evaluate Trinity’s ability to pay a judgment in this case and identify related parties that needed to
24 be added to this lawsuit. In addition to this discovery, we also prepared a final round of extensive
25 discovery that would have been served if this case had not settled, including discovery directed
26 toward the newly added parties and establishing alter ego relationships.

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1 6. We requested, and this Court approved, class certification in March 2020.
2 To save costs to the Class, rather than use a costly administrator, we provided the Court-approved
3 notice to the Class in-house, and we updated the Court regarding the notice campaign and the
4 response by Class Members.

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6 7. In preparation for trial, both Plaintiffs and Trinity extensively briefed the
7 key legal issues. Each party filed an opening trial brief, and each party also filed a responsive
8 trial brief. After trial was concluded, the Court issued a Proposed Statement of Decision and
9 invited additional briefing by the parties. We provided additional briefing supporting the Court's
10 proposed decision and responding to Trinity's objections to the Court's proposed Statement of
11 Decision. In addition to prevailing at trial, Plaintiffs prevailed in every one of the motions that
12 were brought in this case: they prevailed in obtaining disputed discovery from Trinity, prevailed
13 at obtaining a hotly contested Writ of Attachment, and prevailed at obtaining disputed leave to
14 amend the Complaint to add the Sangiacomo family members and several of their related parties
15 as defendants in this case.

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17 8. Although Plaintiffs prevailed on the liability issue at trial, Trinity notified
18 the Court that it intended to seek a Writ of Mandate against this Court. (Trinity's Response and
19 Objection to Proposed Statement of Decision, 2/25/2022 at 5:17-22.) We objected to Trinity
20 seeking a Writ of Mandate, and we preemptively drafted a brief that would have been filed with
21 the Court of Appeal if Trinity followed through with its threat to file a Petition for Writ of
22 Mandate against this Court. Trinity also stated numerous times that it planned to appeal this
23 Court's decision. With the knowledge that this case likely would be subjected to appellate
24 scrutiny, we undertook meticulous research and analysis to ensure that this Court's decisions
25 were well-supported, procedurally correct, and would be affirmed by the Court of Appeal.

26
27 9. Following trial, we became aware that Trinity had sold its only asset (an
28 apartment building worth \$13.3 million), and we became concerned that Trinity might be moving

1 or hiding its assets so that it would not have the resources to satisfy a judgment in this case. After
2 trying to informally resolve these concerns with Trinity’s counsel, we saw no other option than to
3 attach Trinity’s assets to ensure a fund was available to pay Class Member’s damages. We
4 successfully petitioned this Court for a Writ of Attachment, and we worked with the Sheriff’s
5 office to execute the Writ. We then worked with Trinity’s counsel to informally implement the
6 Writ of Attachment to secure funds for Class Members. Later, we had to navigate several issues
7 related to the attachment, including an emergency transfer of the attached funds just prior to the
8 collapse of First Republic Bank.

9
10 10. After we discovered that Trinity sold its only asset and that it might not
11 have the resources to pay a judgment in this case, we spent a significant amount of time
12 investigating a vast web of Trinity’s related limited liability companies, partnerships, and trusts
13 through which it held ownership of most of the assets of the operation. This included a detailed
14 and painstaking investigation of property ownership records at the San Francisco Recorder’s
15 Office and cross-referencing the ostensible “owners” of those properties to untangle and reveal
16 the true owners of the properties. We then successfully moved this Court for an Order allowing
17 the amendment of the Complaint to add these new related parties. Three and a half weeks after
18 the Amended Complaint was filed and the Writ of Attached was entered, the parties were able to
19 resolve this case through settlement.

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21 11. We spent significant time preparing for the second phase of the bifurcated
22 trial, which was scheduled to begin on March 9, 2023. For example, we compiled documents
23 proving damages (which, as produced, were more than 26,000 pages) into a manageable format
24 that could be presented to the Court for determination. We also researched and began briefing
25 several legal issues that they anticipated would be in contention at trial.

26
27 12. To reduce the burden of protracted litigation to the Court and the parties,
28 we first attempted to resolve this case during an in-person mediation with Judge Mary Wiss in

1 November 2018. Trinity, however, informed us and the Court that it believed the key
2 impediment to settlement was that it needed the Court to determine the key liability issue
3 (whether or not its charges for water and trash services were prohibited under the Rent
4 Ordinance) in a bifurcated trial. Following the bifurcated trial, Class Counsel requested to
5 resume settlement efforts. The parties returned to Judge Wiss and attended numerous telephonic
6 and video mediation sessions spanning three months (between September and December 2022).
7 It was only after an in-person mediation session that lasted all day and went into the early evening
8 that the parties were finally able to reach a settlement in December 2022.

9
10 13. We drafted and negotiated the Settlement Agreement with Trinity and
11 prepared the motion requesting that this Court grant preliminary approval of the proposed
12 settlement. We also drafted a detailed Notice package to inform Class Members of their rights.
13 To ensure the best value to the Class, we interviewed three potential claims administrators, and
14 worked with the chosen administrator to set up a claims administration process that will be able to
15 quickly deliver cash payments to Class Members upon final approval by this Court.

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17 14. The common fund created by the settlement is \$3,150,000, from which all
18 class member benefits, attorneys' fees and costs, administrative costs, and incentive awards will
19 be paid. (Amended and Restated Class Action Settlement Agreement ("Settlement Agreement")
20 attached as **Exhibit A**. ("Settlement Agreement") at ¶¶ 2.2 and 2.3.)

21
22 15. The Settlement Agreement and Notice documents provide for attorneys'
23 fees and costs not to exceed \$1,400,000, and Trinity does not oppose this amount. (Settlement
24 Agreement at ¶5.1; Class Notice at p. 11, question no. 20 ("Class Counsel intends to request that
25 the Court approve an amount not to exceed \$1,400,000 for the attorneys' fees incurred in
26 researching, preparing for, prosecuting and litigating this Lawsuit, and for reimbursement of
27 reasonable costs and expenses incurred in the Lawsuit."))

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1 16. Based on the records Trinity provided in discovery, I calculate that the
2 \$3.15 million that Trinity will pay into the common fund represents 76.4 percent of the total
3 amount that Trinity charged Class Members for water and trash services. If this Court approves
4 the attorneys' fees and costs, the administrative costs, and the incentive award, Class Members
5 will receive average benefits of at least \$500 per apartment, Class Members who resided in a
6 Trinity apartment for a year or more will receive an average of at least \$1,000 per apartment, and
7 the largest award to a single Class Member will exceed \$3,300. The proposed settlement also
8 provides significant benefit to Class Members because the settlement proceeds will be distributed
9 before the end of the summer 2023, as opposed to waiting years for a likely appeal to be decided,
10 and without the risk of a less favorable final result.

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12 17. In addition to the \$3.15 million that Trinity will pay into the common fund,
13 all Class Members who still reside in a Trinity apartment will never have to pay Trinity for water
14 and trash services for the duration of their lease. (Settlement Agreement at ¶3.2.)

15
16 18. Additionally, following the settlement, Trinity discontinued charging water
17 and trash bills to its tenants, even those tenants who moved in after the Class Period and are not
18 Class Members. For example, see **Exhibit B**, which is a letter from Trinity to its tenants (even
19 tenants who were not Class Members) dated December 19, 2022 stating that "Effective
20 immediately, you will no longer be charged for water, trash, sewer, and trash services pursuant to
21 the Ratio Utility Billing Service (RUBS) Addendum to your current lease." Based on the data
22 that Trinity provided to us in discovery, I estimate that Trinity was charging its tenants between
23 \$85,000 and \$100,000 per month in charges for water and trash bills at the time they discontinued
24 these charges.

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26 19. To date, the attorneys in my firm and I have worked more than 1,816 hours
27 on this case. The following is a breakdown of the hours each attorney works and the attorney's
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1 usual hourly rate. We are prepared to provide any additional details that the Court might request
2 about the work we performed:

Attorney	Hours	Hourly Rate	Lodestar
Ken Seeger (Senior Partner)	755	\$1,100	\$830,500
Brian Devine (Senior Partner)	987	\$950	\$937,650
Isaac Walrath (Associate)	74	\$400	\$29,600
TOTAL	1,816		\$1,797,750

10 20. In addition to the more than 1,800 hours we already have invested in this
11 case, my firm and I will continue to devote significant time to this case to ensure the settlement is
12 successfully implemented and Class Members receive the benefits to which they are entitled.

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14 21. My usual hourly rate is \$950 per hour, Ken Seeger's is \$1,100, and Isaac
15 Walrath's is \$400 per hour. Ken Seeger and I have billed these rates in all of the cases on which
16 we have recently worked. Ken Seeger and I recently received these rates in a private settlement
17 of a class action case in the Northern District of California involving Kaiser's illegally charging
18 for COVID tests. (*See Getubig v. Kaiser Foundation Health Plan, Inc.*, Case No. 22-cv-04834-
19 SK, N.D. Cal. 2022). Additionally, in a complex Multi-District Litigation product liability case
20 in which I was recently awarded fees for work performed in 2018, the federal judge overseeing
21 the case adopted the Special Master's recommendation that attorneys with 10 or more years of
22 experience have a lodestar rate of \$950 per hour. The Court filed its motion under seal, so I am
23 unable to publicly describe more specifics, but I am able to share specifics about this case to the
24 Court in chambers or under seal if the Court wishes.

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26 22. Ken Seeger and I are senior partners of Seeger Devine with 34 years' and
27 21 years' experience, respectively. We both have national reputations in class action and
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1 complex mass tort cases. For example, this Court appointed Ken Seeger as Liaison Counsel in
2 the Judicial Council Coordinated Proceeding for DePuy Pinnacle Hip Systems Cases (JCCP No.
3 4662), which was successfully resolved and terminated after ten years of litigation. This Court
4 also appointed Ken Seeger to the Plaintiffs' Steering Committee in the Judicial Council
5 Coordinated Proceeding for DePuy ASR Hip Systems Cases (JCCP No. 4662). Both Ken Seeger
6 and I have been appointed as Class Counsel and to leadership positions in other cases in
7 California and across the country, including:

- 8
9 • *In re: Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator
10 Products Litigation* (MDL No. 3014, Judge Joy Flowers Conti, Western
11 District of Pennsylvania) – I was appointed to the Science Committee where I
12 have a leading role in developing the medical and scientific issues on behalf of
13 thousands of victims of Philips' recalled CPAP and BiPAP machines.
- 14 • *In re: Allergan Biocell Textured Breast Implant Liability Litigation* (MDL No.
15 2921, Judge Brian Martinotti, District of New Jersey) – I was appointed to
16 serve as co-chair of the Science Committee where I have a leading role in
17 developing the medical and scientific issues on behalf of thousands of women
18 who suffered lymphoma and other injuries that were caused by their recalled
19 textured breast implants.
- 20 • *In re: Stryker V40 Femoral Head Products Liability Litigation* (MDL
21 No.2768, Judge Indira Talwani, District of Massachusetts) - Judge Talwani
22 appointed me to the Plaintiff's Steering Committee where I have a leading role
23 in developing the medical and scientific issues on behalf of hundreds of
24 victims of the Stryker V40 hip implant.
- 25 • *DePuy Pinnacle Hip Systems Cases* (JCCP Case No. 4662, Judge Andrew Y.S.
26 Cheng, San Francisco Superior Court) – Ken Seeger was appointed lead
27 counsel for a California Coordination Proceeding involving hip implants.
- 28 • *In Re: DePuy Orthopedics Pinnacle Hip Implant Products Liability Litigation*
(MDL No. 2244, Judge Ed Kinkeade, United States District Court, Northern
District of Texas) – Judge Kinkeade appointed Ken Seeger to the Plaintiff's
Steering Committee and me to the Science Committee in a case involving
allegations that a metal-on-metal hip implant was defective.
- *In Re: DePuy Orthopedics ASR Hip Implant Products Liability Litigation*
(MDL No. 2197, Judge David A. Katz, United States District Court, Northern
District of Ohio) – Judge Katz appointed both me and Ken Seeger to the
Settlement Oversight Committee where they helped negotiate and implement
three global settlements that have provided more than \$4 billion in

1 compensation and benefits to 9,000 victims of a metal-on-metal hip implant.
2 Judge Katz had earlier appointed me and Ken Seeger to the Science Committee
3 in the same case.

- 4 • *DePuy ASR Hip System Cases* (JCCP 4649, Judge Richard Kramer, San
5 Francisco Superior Court) – Ken Seeger was appointed to serve on the
6 Plaintiff’s Steering Committee in this California Judicial Council Coordination
7 Proceeding involving recalled hip implants.
- 8 • *Anderson v. CitiApartments, Inc., et al.* (San Francisco Superior Court) –Ken
9 Seeger and I were appointed Class Counsel in four related lawsuits in which
10 they represented hundreds of tenants whose security deposits were illegally
11 withheld by San Francisco’s largest landlord.

12 23. Since 2016, I have served on several judicial roundtables and other
13 meetings organized by Emory Law School’s Institute for Complex Litigation. At these meetings,
14 I have collaborated with defense counsel, in-house counsel and the federal judiciary to develop
15 practices and procedures to make complex litigation more efficient, including proposing and
16 responding to amendments to the Federal Rules of Civil Procedure. I also served on the Sedona
17 Conference’s working group on mass tort litigation and I have frequently spoken and published
18 regarding complex litigation issues. For example, I recently published a law review article
19 analyzing a proposed change to the Federal Rules of Civil Procedure regarding interlocutory
20 appeals in complex cases. (Joshua P. Davis and Brian J. Devine, *Procedural Self-Inflicted
21 Wounds?*, 24 *Lewis & Clark L. Rev.* 497, June 2020.)

22 24. My partner Ken Seeger authored the updates to the Continuing Education
23 of the Bar publications “California Tort Guide” and “California Tort Damages Guide,” and he
24 also frequently publishes and lectures on class action and complex litigation topics.

25 25. We were required to advance all expenses in this litigation without any
26 assurance they would be reimbursed. We have incurred \$11,490.48 in costs in this case. An
27 itemization of each cost item is attached as **Exhibit C**. In summary, the totals for each category
28 of costs are as follows:

Category	Amount
Filing and Service Costs	\$ 4,730.17
Court Reporter Fees	\$ 4,537.50
Hearing and Trial Costs	\$ 1,245.21
Class Notice Costs (2021 Certification)	\$ 497.52
Fact and Legal Research Costs	\$ 480.08
TOTAL	\$ 11,490.48


26. In addition to taking a substantial risk in this litigation, Class Representatives discharged all of their obligations to the Class with dedication, persistence, and care. They provided crucial documents and records necessary to investigate and bring this case, including their lease agreement, all of the bills Trinity sent them for water and trash, their communications with Trinity and its billing agents, and communications with their property manager. They responded to Trinity's discovery (consisting of 60 special interrogatories directed to each of the two Class Representatives), they actively participated in the litigation and regularly monitored the progress of this case. Both Class Representatives monitored the settlement efforts and this case, analyzed the proposed Settlement Agreement and provided me with their input regarding the Settlement. Both Class Representatives worked hard to obtain a significant benefit for Class Members, despite the fact that that they had to take a huge financial risk and stand to gain only \$627 on their individual claims.

27. Trinity does not object to an incentive award in the amount of \$10,000 to each of the Class Representatives. (Settlement Agreement at ¶5.2.)

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I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Executed on June 13, 2023.

By 

Brian J. Devine

SEEGER DEVINE LLP

DECLARATION OF BRIAN J. DEVINE

EXHIBIT A

AMENDED AND RESTATED CLASS ACTION SETTLEMENT AGREEMENT

This AMENDED AND RESTATED CLASS ACTION SETTLEMENT AGREEMENT, dated as of April 10, 2023 (this “Settlement Agreement” or “Settlement”) is entered into by and between Trinity Management Services (“Trinity”) and the undersigned Class Counsel on behalf of the Class Representatives. The Class Representatives, together with Trinity, are sometimes referred to herein as the “Parties.”

DEFINITIONS

For purposes of this Settlement Agreement the following terms shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural and vice versa.

(a.)	“ <u>Action</u> ” shall mean the matter of <i>Jonathan Spiro, et al. v. Trinity Management Services, et al.</i> , San Francisco Superior Court case no. GCG 17-562293.
(b.)	“ <u>Administration Funds</u> ” shall have the meaning set forth in Section 2.2(a).
(c.)	“ <u>Allocated Utility Charges</u> ” shall mean charges for water, sewer, trash and/or recycling services, including administration fees, that Trinity or Trinity’s agents allocated to Class Members pursuant to a Utility Invoicing and Allocation Addendum that was attached to and incorporated into the Class Member’s Lease.
(d.)	“ <u>Apportioned Utility Charges</u> ” shall have the meaning set forth in section 4.1(a).
(e.)	“ <u>Attached Account</u> ” shall mean a deposit account held solely in the name of Trinity Management Services at First Republic Bank with account number 80015441465.
(f.)	“ <u>Business Day</u> ” shall mean any day other than Saturday, Sunday or any holiday recognized by the Trial Court.
(g.)	“ <u>Claims Administrator</u> ” shall mean a third-party retained by Class Counsel and approved by the Trial Court to administer this Settlement.
(h.)	“ <u>Class Counsel</u> ” shall mean Brian J. Devine and Kenneth M. Seeger of SEEGER DEVINE LLP, or such other attorneys as shall be approved by the Court as counsel to the Settlement Class.
(i.)	“ <u>Class Members</u> ” shall mean members of the Settlement Class.

(j.)	“ <u>Class Representatives</u> ” shall mean Jonathan Spiro and Simone Kaplan, or different person(s) as shall be designated by the Trial Court as the Representative(s) of the Settlement Class, in the Action.
(k.)	“ <u>Court</u> ” and/or “ <u>Trial Court</u> ” means the Superior Court of California in and for the County of San Francisco.
(l.)	“ <u>Final Judicial Approval</u> ” means that both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
(m.)	“ <u>Net Benefit Funds</u> ” shall have the meaning set forth in Section 2.34.
(n.)	“ <u>Notice</u> ” shall have the meaning set forth in Section 7.2(a).
(o.)	“ <u>Opt-Out Deadline</u> ” shall mean the date and time set by the Trial Court, which is the last day on which Class Members may exercise the Opt-Out Right.
(p.)	“ <u>Opt-Out Right</u> ” shall have the meaning set forth in Section 3.3.
(q.)	“ <u>Parties</u> ” shall have the meaning set forth in the preamble.
(r.)	“ <u>Preliminary Approval</u> ” shall mean the conditional certification of the proposed class for settlement purposes and the preliminary approval of this Settlement Agreement by the Trial Court.
(s.)	“ <u>Released Parties</u> ” shall mean all owners of residential property in San Francisco that were managed, operated, or maintained by Defendant Trinity Management Services, and each of its direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, members, and assigns, together with each of their directors, officers, employees, agents, attorneys, shareholders, trustees, underwriters and insurers, and for each person identified above, all of his, her, or their respective past, present or future heirs, estates and personal representatives.
(t.)	“ <u>Settled Claims</u> ” shall mean any and all claims, including assigned claims, regardless of the legal theory, existing now by any or all members of the Settlement Class arising out of or relating to any allegation that Trinity or any of the Released Parties improperly or illegally charged any Allocated Utility Charges at any time through and including January 25, 2023 or failed to remit

	to or credit the Settlement Class with any refunds received by Trinity attributable to any of such Allocated Utility Charges, including any rent increases that allegedly were improper or illegal solely because of Trinity or any Released Party charging any Allocated Utility Charge.
(u.)	“ <i>Settlement Agreement</i> ” shall mean this agreement together with any amendments to this agreement to which the Parties agree pursuant to section 8.8.
(v.)	<p>“<i>Settlement Class</i>” shall mean all individuals who, at any time between November 3, 2014 and March 12, 2020:</p> <ul style="list-style-type: none"> • Rented or leased any residential property located in San Francisco that, at any time during his or her tenancy, was: (1) owned, managed, operated, or maintained by Defendant Trinity Management Services, and (2) subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance, codified at Chapter 37 of the San Francisco Administrative Code, and • Paid Defendant Trinity Management Services and/or its agents for trash, recycling, water, or sewer services; and • Where such payments were based on calculations based on the Utility Invoicing and Allocation Addendum attached to and incorporated into the Tenant's Lease at said property. <p>The Settlement Class shall expressly exclude the Judicial Officer(s) and any immediate family member of the Judicial Officer(s).</p>
(w.)	“ <i>Settlement Class Members</i> ” shall mean all Class Members except those who have exercised a valid and timely Opt-Out Right pursuant to Section 3.3.
(x.)	“ <i>Settlement Payment</i> ” shall have the meaning set forth in section 4.1(b).
(y.)	“ <i>Trinity</i> ” shall mean Trinity Management Services and each of its direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, members, and assigns, together with each of their directors, officers, employees, agents, attorneys, shareholders, trustees, underwriters and insurers, and for each person identified above, all of his, her, or their respective past, present or future heirs, estates and personal representatives.
(z.)	“ <i>Writ of Attachment</i> ” shall mean the Writ of Attachment issued by the Court in the Action on November 29, 2022.

ARTICLE 1 – RECITALS

WHEREAS, Trinity and the Class Representatives hereby agree to a class action settlement subject to the approval of the Trial Court, with respect to Class Members which would resolve, on the terms set forth in this Settlement Agreement, all Settled Claims against Trinity and other Released Parties.

WHEREAS, this Settlement Agreement shall not be construed as evidence of or as an admission by any of the Released Parties of any liability or wrongdoing whatsoever or as an admission by the Class Representatives or Class Members of any lack of merit in their claims.

WHEREAS, the Parties entered into a Class Action Settlement Agreement dated January 25, 2023.

WHEREAS, the Parties desire to amend and restate the Settlement Agreement as set forth herein to modify the claims administration procedure and to reflect the fact that Trinity has now funded both the Settlement Fund and the Administration Fund.

NOW, THEREFORE, Trinity and the Class Representatives hereby agree, subject to Final Judicial Approval, compliance with applicable legal requirements, and other conditions, all as set forth below, that the Settled Claims against Trinity and other Released Parties, as defined herein, will be settled, compromised and released, in accordance with the following terms.

ARTICLE 2 – FUNDING

Section 2.1 The Attached Account

(a) At the Parties' request, the Trial Court has dissolved the Writ of Attachment so that the Settlement Fund could be transferred from the Attached Account to the Seeger Devine Client Trust Account.

(b) In the event that this Settlement Agreement is terminated pursuant to Article 7, the Parties agree to jointly request that the Court issue a Writ of Attachment and that a new Attached Account will be created and funded as described in the Parties' Agreement to Dissolve Writ of Attachment and Transfer Settlement Funds, dated March 21, 2023 and the Court's Order Dissolving Writ of Attachment dated March 21, 2023.

Section 2.2 The Settlement Fund

(a) Trinity has already transferred \$3,100,000 (the "Settlement Fund") to the Seeger Devine LLP Client Trust Account. Seeger Devine LLP will hold the Settlement Fund in trust for the benefit of Trinity and not transfer any portion of the Settlement Fund from the Seeger Devine LLP Client Trust Account except as ordered by the Trial Court.

Section 2.3 Administration Fund

(a) Trinity has already delivered to Class Counsel a wire transfer to the Seeger Devine LLP Client Trust Account in the amount of \$50,000 (“*Administration Fund*”). Class Counsel shall retain the Administration Fund in its client trust account until the Trial Court issues an order allowing the funds to be distributed or until this Settlement Agreement terminates pursuant to Article 7, whichever occurs first.

(b) In the event that the amount of the Administration Fund is greater than the amount that the Court orders to be distributed to administer this Settlement, the balance of the Administration Fund shall be added to the Settlement Fund.

(c) In the event that the amount of the Administration Fund is less than the amount that the Court orders to be distributed to administer this Settlement, the difference shall be paid from the Settlement Fund.

(d) In the event this Settlement is terminated pursuant to Article 7, the Administration Fund shall revert to Trinity, minus one half (1/2) of the amount the Court approves to be distributed for administration costs incurred prior to termination.

Section 2.4 Net Benefit Fund

The amount available to pay Class Member claims for benefits under this Settlement Agreement (the “*Net Benefit Fund*”) consists of the Settlement Fund (including any amounts transferred from the Administration Fund under Section 2.3(b)), minus the following: (1) the amount awarded by the Trial Court for Class Counsel attorneys’ fees and costs, (2) the amount awarded by the Trial Court for incentive awards for Class Representatives, and (3) any costs of administration approved by the Court that exceeds the Administration Fund as set forth in Section 2.3(c).

ARTICLE 3 – CLASS MEMBER RIGHTS AND BENEFITS

Section 3.1 Benefit Payments To Settlement Class Members

The portion, if any, of the Net Benefit Fund to which a Settlement Class Member is entitled shall be determined pursuant to the terms of this Settlement Agreement. Payments made pursuant to Section 4.2 shall be made as soon as practical after Final Judicial Approval.

Section 3.2 Suspension of Allocated Utility Charges To Class Members

Trinity agrees that as of January 25, 2023, it will no longer charge Allocated Utility Charges to any Class Member who still resides in their apartment.

Section 3.3 Opt-Out Rights

(a) All Class Members are eligible to opt out of the Settlement represented by this Settlement Agreement (the “*Opt-Out Right*”). Each Class Member wishing to exercise an Opt-Out Right must submit a written letter, signed by the Class Member, that includes the following information: (i) his or her name, address and telephone number; (ii) the address of the Trinity building and the apartment in which he or she resided; and (iii) the date on which he or she vacated the Trinity building. A copy of the letter must be sent to an address that is set forth in the Notice and postmarked no later than the Opt-Out Deadline, as set by the Trial Court.

(b) Within ten (10) Business Days after the Opt-Out Deadline, Class Counsel shall file with the Court and serve on Trinity a list of the names of any Class Member(s) who exercised an Opt-Out Right.

ARTICLE 4 – CLAIMS ADMINISTRATION

Section 4.1 Calculation of Settlement Payment

(a) For each Settlement Class Member, the Claims Administrator shall determine the Settlement Class Member’s Apportioned Utility Charges by dividing the total Allocated Utility Charges for each tenancy equally by the number of Settlement Class Members listed in Trinity’s records as having resided in the same apartment during the same tenancy.

(Example: if the total Allocated Utility Charges for apartment A is \$1,600 and Trinity’s records show that two Settlement Class Members were tenants in apartment A, the Apportioned Utility Charges for each of those two Settlement Class Members is \$800. If only one tenant lived in apartment A, their Apportioned Utility Charges are \$1,600.)

(b) Each Settlement Class Member’s Settlement Payment shall be calculated by dividing the Net Benefit Fund on a *pro rata* basis using each Settlement Class Member’s Apportioned Utility Charges as a percentage of the total amount of Apportioned Utility Charges for all Settlement Class Members.

(Example: In the event that: (a) the Net Benefit Fund is \$1,680,000; (b) Jane Smith’s Apportioned Utility Charges are \$1,600 and (c) the total Apportioned Utility Charges for all Settlement Class Members is \$4,100,000, then Jane Smith’s Settlement Payment is \$655.61.)

Section 4.2 Initial Distribution of Settlement Payment

(a) The Claims Administrator shall distribute the Settlement Payment to Settlement Class Members following Final Judicial Approval as outlined below.

(b) Along with the Notice of settlement, the Claims Administrator shall notify Class Members that, by using the settlement website or by calling the Claims Administrator, they may elect between receiving the Settlement Payment either: (1) by check, or (2) electronically using any widely-used and secure electronic payment method(s) that are recommended by the Claims Administrator. The Claims Administrator also shall notify Class Members that, if they wish to receive their Settlement Payment by check, they should use the settlement website or call the Claims Administrator to ensure that the Claims Administrator has a correct mailing address to send their Settlement Payment by check.

(c) Within fifteen (15) days after Final Judicial Approval, or as otherwise ordered by the Trial Court, the Claims Administrator distribute Settlement Payments to all Settlement Class Members. The Claims Administrator shall make an electronic transfer to all Settlement Class Members who elected to receive their Settlement Payments electronically. For all other Settlement Class Members, the Claims Administrator shall mail a check for the Settlement Payment to the address provided to the Claims Administrator by the Settlement Class Member, or if no address was provided, to the last known address for the Settlement Class Member. Before mailing checks to a last known address, the Claims Administrator shall check the National Change Of Address (“NCOA”) database to determine if an updated mailing address is available.

(d) If a Settlement Class Members elects to receive the Settlement Payment electronically but the electronic payment fails to transfer correctly, the Claims Administrator shall, after a reasonable attempt to resolve any such payment issues, mail a check to the last known address for the Settlement Class Member (after checking the NCOA database for a new address.)

Section 4.3 Second Distribution of Settlement Payment

(a) All Settlement Payment checks issued by the Claims Administrator shall be negotiable for at least one hundred eighty (180) calendar days. For any Settlement Payment checks that remain uncashed for more than one hundred eighty (180) calendar days after issuance, the Claims Administrator will issue a stop payment orders for such checks. Any funds remaining in the Net Benefit Fund after the stop payment orders are confirmed (and any fees are paid for the stop payment orders) will be distributed as follows:

(1) Any Settlement Payment(s) that was not successfully paid to one or more Settlement Class Member(s) who shared an apartment with one or more Settlement Class Member(s) who successfully received their Settlement Payment(s), the entirety of the unpaid Settlement Payment(s) for that apartment will be distributed equally to the Settlement Class Member(s) in that apartment who successfully received their Settlement Payment(s).

(2) The remainder of the funds remaining in the Net Benefit Fund shall be distributed on a pro rata basis to all Settlement Class Members who successfully received

their Settlement Payments, unless the redistribution payment amount would be less than five dollars and zero cents (\$5.00), in which case such redistribution shall be deemed impractical and those funds shall be distributed to those Settlement Class Members receiving more than \$5.00.

(b) If any of the redistribution electronic payments fail, the Claims Administrator shall, after a reasonable attempt to resolve any such payment issues, mail a check to the last known address for the Settlement Class Member (after checking the NCOA database for a new address.)

(c) All redistribution checks issued by the Claims Administrator shall be negotiable for at least one hundred eighty (180) calendar days. If any redistribution checks remain uncashed after one hundred eighty (180) days after being issued, the Claims Administrator shall issue stop payment orders on them. The Claims Administrator shall then distribute any funds remaining in the Net Benefit Fund after the stop payment orders are confirmed (and any fees are paid for the stop payment orders) on a *cy pres* basis to the Lawyers' Committee for Civil Rights of the San Francisco Bay Area, or any other *cy pres* recipient approved by the Court. In no event shall any such remaining funds be returned to Defendant.

ARTICLE 5 – ATTORNEYS' FEES AND ADMINISTRATION

Section 5.1 Class Counsel's Attorney's Fees and Costs of Litigation

Class Counsel intends to make an application to the Trial Court for an award of reasonable attorney's fees and costs incurred by Class Counsel. Class Counsel agrees to request no more than \$1,400,000 and Trinity agrees to not oppose any fee request up to that amount. Any attorneys' fees or costs awarded by the Trial Court shall be paid from the Settlement Fund.

Section 5.2 Incentive Award For Class Representatives

Class Counsel intends to make an application to the Trial Court for an award of a reasonable and customary incentive award in the amount of \$10,000 to be paid to each of the Class Representatives as compensation for their services in representing the Class Members. Any incentive award authorized by the Court shall be paid out of the Settlement Fund, and Trinity shall have no obligation to pay any amount for an incentive award other than its obligation to fund the Benefit Fund.

Section 5.3 Claims Administration Fees And Expenses

Class Counsel intends to make an application to the Trial Court for an award of reasonable costs and fees associated with the notice and administration of this settlement. Any amounts awarded by the Court for administering this Settlement shall be paid out of the Administration Fund. Other than funding the Administration Fund as described in

Section 2.3, Trinity shall have no obligation to pay any fees or expenses associated with notice or administration of this settlement.

ARTICLE 6 – RELEASE

Section 6.1 Release

After the Trial Court grants Final Judicial Approval, the Parties hereby agree that every Settled Claim of each Class Member (other than a Class Member who exercises a valid and timely Opt-Out Right pursuant to Section 3.3) shall be conclusively compromised, settled and released as to Trinity and each other Released Party. Such releases shall remain effective regardless of changes in the circumstances or condition of Trinity, the other Released Parties or such Class Members.

Section 6.2 Trial Court Retains Jurisdiction

The Court shall retain exclusive and continuing jurisdiction of the Action, the Parties, all Class Members (other than a Class Member who exercises a valid and timely Opt-Out Right pursuant to Section 3.3), Trinity and the other Released Parties, and over this Settlement Agreement with respect to the performance of the terms and conditions of the Settlement Agreement, to assure that all disbursements are properly made in accordance with the terms of the Settlement Agreement, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement. Any dispute that arises under this Settlement Agreement shall be submitted to the Trial Court by noticed motion.

ARTICLE 7 – SETTLEMENT IMPLEMENTATION

Section 7.1 General

In order to become effective, this Settlement Agreement must receive Final Judicial Approval.

Section 7.2 Settlement Data

Trinity represents that, to the best of its knowledge based on reasonable investigation and inquiry, the following spreadsheets that it delivered to Class Counsel accurately reflect the amounts that each Class Member paid Trinity for Allocated Utility Charges through January 25, 2023:

(a) The spreadsheet that Trinity delivered to Class Counsel on July 29, 2022 (marked TRINITY00002);

(b) The spreadsheet that Trinity delivered to Class Counsel on February 14, 2023 (marked TRINITY00005); and

(c) The spreadsheet that Trinity delivered to Class Counsel on April 7, 2023 (marked TRINITY00006).

Section 7.3 Approval Process Provisions

(a) As soon as practicable after this Settlement Agreement is executed, Class Counsel shall file a motion requesting preliminary approval of the Settlement Agreement and approval of the forms of notice (the “*Notice*”).

(b) The Parties shall cooperate and assist each other in all of the filings and proceedings relating to the obtaining Preliminary Approval and in any further filings and proceedings necessary to obtain Final Judicial Approval of the Settlement, and in any related appeals.

Section 7.4 Termination

(a) The settlement reflected by this Settlement Agreement is expressly conditioned on obtaining Preliminary Approval and Final Judicial Approval of the Settlement. In the event that the Trial Court does not grant Preliminary Approval or Final Judicial Approval, this Settlement Agreement will terminate and the Parties will return, without prejudice, to their status in court to litigate and try all of their disputes, with Class Counsel promptly and voluntarily dismissing without prejudice all named defendants (not including Doe defendants) other than Trinity and the Class Action Tolling Agreement dated December 2022 remaining in full force and effect. In such event, this Settlement Agreement and its existence shall be inadmissible to establish any fact relevant to any alleged liability of any party.

(b) In the event that the total Allocated Utility Charges for all Class Members who exercise an Opt-Out Right pursuant to Section 3.3 exceeds \$420,000, then Trinity shall have the option to terminate this Settlement Agreement and the Parties will return, without prejudice, to their status in court to litigate and try all of their disputes. In such event, this Term Sheet and its existence shall be inadmissible to establish any fact relevant to any alleged liability of any party and the Attached Account shall remain attached until further order from the Court. To exercise its right to terminate this Settlement Agreement under this subsection, Trinity must notify Class Counsel of its termination by e-mail on or before the date that is ten (10) Business Days after Class Counsel provides Trinity with a list of Class Members who exercised their Opt-Out Right under Section 3.3. If Trinity does not exercise its right to terminate this Settlement Agreement within ten (10) Business Days after Class Counsel provides Trinity with a list of Class Members who exercised their Opt-Out Right under Section 3.3, Trinity waives its right to terminate this Settlement Agreement under this subsection.

ARTICLE 8 – MISCELLANEOUS

Section 8.1 Successors and Assigns

This Settlement Agreement shall be binding on the successors and assigns of the Parties.

Section 8.2 No Admission of Liability or Lack of Merit

(a) Neither this Settlement Agreement nor any Annex, document or instrument delivered hereunder nor any of the statements in the notice documents in connection herewith, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement Agreement, is intended to be or shall be construed as or deemed to be evidence of an admission or concession by Trinity, or the Released Parties of any liability or wrongdoing or of the truth of any allegations asserted by any plaintiff against it or them, or as an admission by the Class Representative or members of the Settlement Class of any lack of merit in their claims, and no such statement, transaction or proceeding shall be admissible in evidence in any legal proceeding for any such purpose except for purposes of obtaining approval of this Settlement Agreement in this or any other proceeding.

(b) Except as expressly provided in this Settlement Agreement, all parties shall bear their own fees and costs of litigation.

Section 8.3 Titles and Headings

The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

Section 8.4 Notice to Parties

Any notice, request, instruction or other document to be given by any Party to another Party shall be in writing and delivered personally or sent by express mail, with a copy to be sent both by facsimile and e-mail as follows, or as otherwise instructed by a notice delivered to the other Party pursuant to this subsection:

If to Trinity:

Richard Van Duzer
FARELLA BRAUN + MARTEL LLP
235 Market Street
17th Floor
San Francisco, CA 94104
Email: rvanduzer@fbm.com

Andrew J Wiegel, Esq.
WIEGEL LAW GROUP, PLC
414 Gough Street
San Francisco, CA
Email: andrew@wiegellawgroup.com

If to the Class Representative or Class Counsel:

Brian J. Devine
SEEGER DEVINE LLP
4040 Civic Center Dr., Suite 200
San Rafael, CA 94903
Facsimile: (415) 981-9266
E-mail: bdevine@seegerdevine.com

Section 8.5 Receipt of Documentation

Unless otherwise specified, any form or other documentation required to be submitted under this Settlement Agreement shall be deemed timely if it is postmarked on or before the date by which it is required to be submitted under this Settlement Agreement.

Section 8.6 Taxability of Settlement Benefits

(a) Neither Plaintiff, Class Counsel, Trinity, nor Trinity's Counsel is giving any Class Member advice on whether the benefits provided in this Settlement are taxable or how much any Class Member might owe in taxes. Class Counsel believes that in some, but not all, situations, some or all of the benefits provided in this Settlement could potentially be taxable. Consequently, the Claims Administrator will obtain from each Class Member a Social Security Number or Tax Identification Number (if not already known), and in some cases, a 1099 form may be issued to Class Members reflecting the total benefits provided to them under this Settlement. Class Members should consult a tax advisor if they have any questions about the tax consequences of the Settlement based on their specific situation.

(b) Neither Plaintiff, Class Counsel, Trinity, nor Trinity's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

Section 8.7 No Third Party Beneficiaries

No provision of this Settlement Agreement or any Annex hereto is intended to create any third-party beneficiary to this Settlement Agreement, except the Released Parties.

Section 8.8 Entire Agreement

This Settlement Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and, except as specifically set forth herein or therein, supersedes and cancels all previous agreements, negotiations, and commitments in writings between the Parties hereto with respect to the subject matter hereof. Specifically, this Settlement Agreement supersedes the Settlement Agreement entered into by the parties on January 25, 2023. This Settlement Agreement may not be changed or modified in any manner unless in writing and signed by a duly authorized officer of Trinity and by a duly authorized representative of the Class Representative.

Section 8.9 Governing Law


This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles thereunder.

Section 8.10 Original Signatures

This Settlement Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement among Trinity and the Class, by their respective counsel as set forth below.

TRINITY MANAGEMENT SERVICES

By: 
Its: CFO / Treasurer

Date: 4/10/23

ON BEHALF OF CLASS MEMBERS:

**SEEGER DEVINE LLP
Class Counsel**

By: 
Brian J. Devine

Date: 4/10/2023

DECLARATION OF BRIAN J. DEVINE
EXHIBIT B

----- Forwarded message -----

From: **Account Balance** <AccountBalance@trinitysf.com>
Date: Mon, Dec 19, 2022 at 12:25 PM
Subject: FW: RUBS Utility Billing Update ~ 2000 Broadway
To: Account Balance <AccountBalance@trinitysf.com>

Dear Resident,

Effective immediately, you will no longer be charged for water, sewer, and trash services pursuant to the Ratio Utility Billing Service (RUBS) Addendum to your current lease. Although all outstanding RUBS remain due and payable, you will not receive any further RUBS invoices or be responsible for any future RUBS charges under the addendum you signed.

We continue to appreciate your residency and we still strongly encourage thoughtful conservation efforts and refuse sorting. For tips on water conservation please visit the [SFPUC](#) and report any leaks, dripping faucets or running toilets through a work request on the Trinity resident portal. For information on correctly sorting your trash, recycling, and composting please visit Recology's [website](#).

Thank you,

Trinity SF

DECLARATION OF BRIAN J. DEVINE
EXHIBIT C

Spiro v. Trinity Management Services

Seeger Devine LLP - Costs Incurred

Date	Description	Category	Amount
11/3/2017	Filing Fee: Complaint	Filing and Service Costs	\$ 450.00
11/15/2017	Messenger: Filing Complaint	Filing and Service Costs	\$ 52.50
12/6/2017	Service of Summons	Filing and Service Costs	\$ 120.00
1/2/2018	File & Serve	Filing and Service Costs	\$ 7.00
4/1/2018	File & Serve	Filing and Service Costs	\$ 14.00
7/2/2018	File & Serve - Complex Fee	Filing and Service Costs	\$ 1,074.00
7/21/2018	Lexis Nexis - Complex Civil Litigation	Fact and Legal Research Costs	\$ 133.00
8/2/2018	File & Serve	Filing and Service Costs	\$ 32.40
11/1/2018	File & Serve	Filing and Service Costs	\$ 56.60
2/1/2019	File & Serve	Filing and Service Costs	\$ 40.90
3/12/2019	File & Serve	Filing and Service Costs	\$ 40.60
4/4/2019	Scanlan Stone	Court Reporter Fees	\$ 508.00
5/24/2019	Scanlan Stone	Court Reporter Fees	\$ 565.00
6/4/2019	File & Serve	Filing and Service Costs	\$ 122.70
7/10/2019	Scanlan Stone	Court Reporter Fees	\$ 476.00
10/1/2019	File & Serve	Filing and Service Costs	\$ 15.00
11/1/2019	File & Serve	Filing and Service Costs	\$ 40.80
12/1/2019	Scanlan Stone	Court Reporter Fees	\$ 374.00
1/6/2020	Copying	Filing and Service Costs	\$ 100.80
1/6/2020	Postage	Filing and Service Costs	\$ 8.30
2/18/2020	Postage	Filing and Service Costs	\$ 9.20
2/21/2020	File & Serve	Filing and Service Costs	\$ 133.80
3/1/2020	File & Serve	Filing and Service Costs	\$ 117.40
3/4/2020	NameCheap.com (Class Website Registration)	Class Notice - 2021 Certification	\$ 18.12
4/1/2020	Scanlan Stone	Court Reporter Fees	\$ 436.00
8/1/2020	File & Serve	Filing and Service Costs	\$ 50.20
11/1/2020	File & Serve	Filing and Service Costs	\$ 110.00
2/14/2021	SendGrid (Class Notice Emails)	Class Notice - 2021 Certification	\$ 8.04
2/16/2021	Postage	Class Notice - 2021 Certification	\$ 79.44
3/1/2021	File & Serve	Filing and Service Costs	\$ 22.00
3/2/2021	File & Serve	Filing and Service Costs	\$ 70.20
3/5/2021	SendGrid (Class Notice Emails)	Class Notice - 2021 Certification	\$ 15.00
3/11/2021	Melissa Data (NCOA Updates)	Class Notice - 2021 Certification	\$ 50.00
4/4/2021	File & Serve	Filing and Service Costs	\$ 22.00
5/1/2021	File & Serve	Filing and Service Costs	\$ 50.00
6/1/2021	File & Serve	Filing and Service Costs	\$ 48.40
7/1/2021	File & Serve	Filing and Service Costs	\$ 96.00
8/3/2021	File & Serve	Filing and Service Costs	\$ 20.00
9/2/2021	File & Serve	Filing and Service Costs	\$ 47.80
9/4/2021	Wix (Class Website Hosting)	Class Notice - 2021 Certification	\$ 149.00
9/9/2021	Postage	Filing and Service Costs	\$ 7.95
10/14/2021	File & Serve	Filing and Service Costs	\$ 22.00
10/29/2021	Postage	Filing and Service Costs	\$ 8.70
11/2/2021	File & Serve	Filing and Service Costs	\$ 51.80
11/17/2021	Trial Travel Expenses	Hearing/Trial Expenses	\$ 556.97
11/28/2021	Scanlan Stone	Court Reporter Fees	\$ 557.50
12/3/2021	Postage	Filing and Service Costs	\$ 8.70
1/1/2022	File & Serve	Filing and Service Costs	\$ 71.80
2/26/2022	Postage	Filing and Service Costs	\$ 8.95
3/2/2022	File & Serve	Filing and Service Costs	\$ 48.20
3/31/2022	NameCheap.com (Class Website Registration)	Class Notice - 2021 Certification	\$ 14.16
4/4/2022	File & Serve	Filing and Service Costs	\$ 22.00
5/6/2022	San Francisco Recorder's Office	Fact and Legal Research Costs	\$ 73.50
6/9/2022	CourtCall - B. Devine	Hearing/Trial Expenses	\$ 94.00
6/9/2022	CourtCall - K. Seeger	Hearing/Trial Expenses	\$ 94.00
7/1/2022	First Legal	Filing and Service Costs	\$ 22.75
9/2/2022	File & Serve	Filing and Service Costs	\$ 13.00
9/4/2022	Wix (Class Notice Website)	Class Notice - 2021 Certification	\$ 149.00
10/4/2022	File & Serve	Filing and Service Costs	\$ 48.60
10/13/2022	Scanlan Stone	Court Reporter Fees	\$ 424.00
11/2/2022	First Legal	Filing and Service Costs	\$ 109.50
11/2/2022	Uber	Hearing/Trial Expenses	\$ 14.67
11/3/2022	File & Serve	Filing and Service Costs	\$ 355.00
11/18/2022	Uber	Hearing/Trial Expenses	\$ 20.85
11/28/2022	Surety Authority	Filing and Service Costs	\$ 350.00
11/29/2022	SF Superior	Filing and Service Costs	\$ 40.00

Spiro v. Trinity Management Services

Seeger Devine LLP - Costs Incurred

11/29/2022	Sheriff's Office	Filing and Service Costs	\$ 40.00
11/29/2022	USPS	Filing and Service Costs	\$ 9.90
11/29/2022	Postage	Filing and Service Costs	\$ 9.00
11/29/2022	Parking	Hearing/Trial Expenses	\$ 12.00
12/2/2022	File & Serve	Filing and Service Costs	\$ 114.60
12/5/2022	ImPark	Hearing/Trial Expenses	\$ 6.00
12/6/2022	Scanlan Stone	Court Reporter Fees	\$ 597.00
12/14/2022	Uber	Hearing/Trial Expenses	\$ 41.72
12/14/2022	ImPark	Hearing/Trial Expenses	\$ 29.00
1/30/2023	File & Serve	Filing and Service Costs	\$ 14.34
2/2/2023	NameCheap - website domain	Class Notice - 2021 Certification	\$ 14.76
2/10/2023	Exhibit Tabs for filing	Filing and Service Costs	\$ 13.44
2/14/2023	Postage	Filing and Service Costs	\$ 10.45
5/5/2023	File Serve	Filing and Service Costs	\$ 138.89
6/3/2023	Scanlan Stone	Court Reporter Fees	\$ 600.00
6/13/2023	San Francisco Recorder's Office	Fact and Legal Research Costs	\$ 273.58
6/13/2023	File and Serve	Filing and Service Costs (estimate for 6/13/23 Motion)	\$ 109.00
6/27/2023	File and Serve	Filing and Service Costs (estimate for 6/27/23 Motion)	\$ 109.00
9/15/2023	CourtCall - B. Devine	Hearing/Trial Expenses	\$ 94.00
9/15/2023	CourtCall - K. Seeger	Hearing/Trial Expenses	\$ 94.00
10/17/2023	CourtCall - B. Devine	Hearing/Trial Expenses	\$ 94.00
10/17/2023	CourtCall - K. Seeger	Hearing/Trial Expenses	\$ 94.00
		TOTAL	\$ 11,490.48