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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

HEATH SELTZER, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

GEOFFREY H. PALMER; GEOFFREY H.  
PALMER dba G.H. PALMER ASSOCIATES;  
GHP MANAGEMENT CORPORATION, a  
California corporation; and DOES 1-50,  
inclusive

Defendants.

CASE NO.: 18STCV07828 (Lead)  
Consolidated with No.: 20STCV22701

*Assigned for all purposes to the  
Honorable Stuart M. Rice*

**[PROPOSED] ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: December 28, 2023

Time: 10:30 A.M.

Department: 1

Date Action Filed: December 10, 2018

Trial Date: TBD

1 This matter came before the Court as Plaintiff's Motion for Final Approval of a Class Action  
2 Settlement ("Motion") on December 28, 2023, in Department 1 of the Superior Court of California for  
3 the County of Los Angeles, the Honorable Stuart M. Rice presiding.

4 Appearing for Plaintiff Heath Seltzer ("Plaintiff") were Caleb Marker of Zimmerman Reed LLP;  
5 Theodore Maya of Ahdoot & Wolfson, PC.

6 Appearing for Defendants Geoffrey H. Palmer and GHP Management Corporation  
7 ("Defendants") was Jason Haas of Ervin Cohen & Jessup LLP.

8 Plaintiff and Defendants are referred to hereinafter collectively as "the Parties."

9 Unless otherwise defined herein, all capitalized words and terms contained in this Order  
10 Granting Final Approval of Class Action Settlement ("Final Order") shall have the same meanings set  
11 forth in the Class Action Settlement Agreement and Stipulation filed on December 1, 2022, including  
12 the amendment thereto also filed on December 1, 2022 (collectively, the "Settlement Agreement").

13 On December 5, 2022, an Order Granting Motion for Preliminary Approval of Class Action  
14 Settlement ("Preliminary Approval Order") was entered by this Court, preliminarily approving the  
15 proposed settlement of this action pursuant to the terms of the Settlement Agreement and directing that  
16 notice be given to the members of the Class.

17 Pursuant to the notice plan, the Class was notified of the terms of the proposed settlement and  
18 of a Final Approval Hearing (at 10:30 A.M. on May 22, 2023) to determine (1) whether the terms and  
19 conditions of the Settlement Agreement are fair, reasonable, and adequate for the Release of the  
20 Released Claims against the Released Parties; (2) whether the Final Order and Final Judgment should  
21 be entered; (3) whether the Court should approve the provisions of the Settlement Agreement with  
22 respect to the Service Awards; and (4) whether the Court should grant Class Counsel's application for  
23 attorneys' fees and reimbursement of expenses.

24 A Final Approval Hearing was held on May 22, 2023, continued to August 10, 2023, and then  
25 continued again to December 28, 2023, to allow for supplemental notice. Prior to the December 28  
26 Final Approval Hearing, proof of completion of the notice plan was filed with the Court, along with  
27 declarations of compliance as prescribed in the Preliminary Approval Order. Class Members were  
28 therefore notified of their right to appear at the hearing in support of or in opposition to the proposed

1 settlement, the award of attorneys' fees and expenses to Class Counsel, and the payment of service  
2 awards.

3 The Court, (i) having heard and considered the oral presentations made at the Final Approval  
4 Hearing (including any materials and documents presented to the Court therein), (ii) having reviewed  
5 and considered the Settlement Agreement, the Motion, the Fee and Service Award Motion, and  
6 supporting papers and declarations, including the pleadings filed in support of the Motion for  
7 Preliminary Approval of Class Action Settlement and declarations and supplements thereto, and (iii)  
8 having determined that the settlement is fair, adequate, and reasonable, and good cause appearing  
9 thereon, makes the following findings and determinations, which are consistent with the Court's written  
10 ruling dated December 5, 2022.

11 It is hereby ORDERED, ADJUDGED, and DECREED that:

12 1. The Court, for purposes of this Final Order, adopts all defined terms as set forth in the  
13 Settlement Agreement.

14 2. The Court, pursuant to California Code of Civil Procedure section 382 and Rule 3.769(e)  
15 and (d) of the California Rules of Court, finally orders that the Settlement Class constitutes:

16 All tenants of Defendants' properties in the State of California from  
17 December 10, 2014, to May 16, 2022 who were signatories to a lease at  
18 the time one or more Late Fees were paid as the result of untimely rent  
payments for their unit.

19 (SA ¶ 4).

20 3. Plaintiff Heath Seltzer fairly and adequately represented the Class Members and is the  
21 Class Representative so appointed by this Court's November 20, 2020, Order.

22 4. Caleb Marker of Zimmerman Reed LLP; Theodore Maya of Ahdoot & Wolfson, PC  
23 fairly and adequately represented the Class Members and are Class Counsel so appointed by this Court's  
24 November 20, 2020, Order.

25 5. With respect to the Settlement Class, the Court finds that: (a) the members of the  
26 Settlement Class are so numerous that their joinder is impracticable; (b) there are questions of law and  
27 fact common to the Settlement Class which predominate over any individual questions; (c) the claims  
28 of the Class Representative are typical of the claims of the Settlement Class; and (d) for purposes of

1 settlement, a class action is superior to other available methods for the fair and efficient adjudication of  
2 the controversy considering: (i) the interest of the Settlement Class in individually controlling the  
3 prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy  
4 already commenced by the Settlement Class, (iii) the desirability or understandability of concentrating  
5 the litigation of these claims in the particular forum, and (iv) the difficulties likely to be encountered in  
6 the management of the action.

7 6. Class Notice to the Settlement Class was provided in accordance with the Preliminary  
8 Approval Order and with the Court's order of August 10, 2023, requiring supplemental notice. This  
9 notice satisfied the requirements of due process, California Code of Civil Procedure section 382 and  
10 Rule 3.766 of the California Rules of Court and (a) provided the best notice practicable, and (b) was  
11 reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of  
12 the Action, the terms of the Settlement, their right to appear at the Fairness Hearing, their right to object  
13 to the Settlement, and their right to exclude themselves from the Settlement.

14 7. The Settlement Agreement was arrived at following serious, informed, adversarial, and  
15 arm's length negotiations conducted in good faith by counsel for the parties facilitated by an experienced  
16 mediator and is supported by the majority of the members of the Settlement Class.

17 8. The Settlement, as set forth in the Settlement Agreement, is in all respects fair,  
18 reasonable, adequate and in the best interests of the Settlement Class, and it is approved. The Parties  
19 shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement shall be  
20 deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this  
21 Court.

22 9. Upon the Effective Date of the Final Judgment, Plaintiff and each Settlement Class  
23 Member, on behalf of themselves and any other legal or natural persons who may claim by, through or  
24 under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless  
25 the Released Parties from any claims that were asserted, or that could reasonably have been asserted in  
26 the Action (based upon and/or arising out of the facts alleged in the Complaint), against the Release  
27 Parties, and that arise out of, or relate in any way to any or all of the acts, omissions, facts, matters,  
28

1 transactions, or occurrences that were alleged in the Action (based upon and/or arising out of the facts  
2 alleged in the Complaint).

3 10. Settlement Class Members, including the Settlement Class Representative, and the  
4 successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently  
5 barred and enjoined from instituting, commencing or prosecuting, either directly or in any other  
6 capacity, any Released Claim against any of the Released Parties.

7 11. This Final Order, the Settlement Agreement, the Settlement which it reflects, and any  
8 and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be  
9 construed as, or used as an admission by or against Defendants or any other Released Party of any fault,  
10 wrongdoing, or liability on their part, or the validity of any Released Claim or the existence or amount  
11 of damages.

12 12. Any Residual Funds, as defined in the Settlement, shall be distributed to the California  
13 State Controller's Office for the Unclaimed Funds in accordance with the terms of the Settlement.

14 13. For the reasons set forth in their application for attorney's fees and Supplemental  
15 Declaration of Caleb Marker dated June 15, 2023, the Court hereby awards Class Counsel attorney's  
16 fees in the amount of \$532,532.56, and reimbursement of expenses in the amount of \$50,800.77, for a  
17 total of \$583,333.33. For the reasons set forth in the Class Representative's Request for Service Awards,  
18 the Court hereby awards the Class Representative \$5,000.00 as a service award. The foregoing sums  
19 shall be paid from the Settlement Fund in accordance with the Settlement Agreement.

20 14. This Order does not constitute an expression by the Court of any opinion, position, or  
21 determination as to the merit or lack of merit of any of the claims or defenses of Plaintiff or Defendants.  
22 This Order is not an admission or indication by Defendants of the validity of any claims in this action  
23 or of any liability or wrongdoing or of any violation of law.

24 15. Plaintiff and the Settlement Class, on the one hand, and Defendants, on the other, shall  
25 take nothing further from the other side except as expressly set forth in the Settlement Agreement and  
26 this Final Order and Final Judgment.

27 16. The Parties are authorized to implement the terms of the Settlement Agreement.  
28

1           17. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the  
2 California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the  
3 Plaintiff, the Class Members, and Defendants for purposes of administering, consummating, enforcing,  
4 and interpreting the Settlement Agreement, the Final Order, and the Final Judgment, and for any other  
5 necessary purpose, and to issue related orders necessary to effectuate the final approval of the Settlement  
6 Agreement.

7           18. The Settlement Administrator shall post the Final Order and Final Judgment on the  
8 settlement website [www.GHPLateFeeSettlement.com](http://www.GHPLateFeeSettlement.com), forthwith.

9           19. The Court sets a compliance hearing for \_\_\_\_\_ in Department \_\_\_\_ of this Court. At  
10 least five court days before the hearing, Class Counsel and the Settlement Administrator shall submit a  
11 summary accounting of the Settlement Fund identifying distributions made as ordered herein, the status  
12 of any unresolved issues, and any other matters appropriate to bring to the Court's attention.

13           20. No objections to the Settlement or to the application by Class Counsel for attorneys' fees  
14 and reimbursement of expenses have been received.

15           21. No requests for exclusion have been received from Settlement Class Members.

16           22. The Court approves the Administration Expenses associated with the Settlement,  
17 estimated at \$135,511.48.

18  
19           **IT IS SO ORDERED.**

20  
21           Date: \_\_\_\_\_

\_\_\_\_\_  
22           Honorable Stuart M. Rice  
23           Judge of the Superior Court  
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