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Executive Officer/Clerk of Court,
By G. Carini, Deputy Clerk

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*

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Filed concurrently herewith:

1. Declaration of Caleb Marker;
2. Declaration of Ted Maya]

Date: May 22, 2023
Time: 10:30 A.M.
Department: 1

Date Action Filed: December 10, 2018
Trial Date: TBD

1 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 22, 2023 at 10:30 a.m., or as soon thereafter as the
3 matter can be heard, in Department 1 of the above entitled Court, located at 312 North Spring Street,
4 Los Angeles, California, Plaintiff Heath Seltzer (“Plaintiff”), individually and on behalf of the certified
5 Class, will move, and hereby does move, for final approval of the Settlement Agreement and [Proposed
6 Order] filed with the Court on October 28, 2022 and preliminarily approved by the Court on December
7 5, 2022.

8 This Settlement resolves the claims of Plaintiff and the Settlement Class in which Plaintiff
9 alleges cause of action for violation of the Unfair Competition Law (“UCL”), through Defendants’
10 practice of charging a late fee of \$75, in violation of California Civil Code section 1671(d), and, if
11 approved, would conclude more than four years of hard-fought litigation.

12 In this motion, Plaintiff hereby requests that the Court:

- 13 1. Grant final approval of the Settlement Agreement;
- 14 2. Schedule a compliance report to the Court 134 days after the Effective Date (14 days
15 after distribution of Second Settlement Shares is to be completed per the December 1,
16 2022 amendment to the Settlement Agreement).

17 Plaintiff’s Motion for Attorney’s Fees, Reimbursement of Expenses, and Payment of Service Award has
18 been made by separate motion, filed January 24, 2023.

19 This motion is based upon this Notice of Motion and Motion; the accompanying Memorandum
20 of Points and Authorities; the Settlement Agreement; the [Proposed] Order; the evidence in support,
21 including the concurrently filed Declarations of Caleb Marker, Theodore Maya, and Plaintiff Heath
22 Seltzer; the Declarations of Caleb Marker and Theodore Maya in Support of Preliminary Approval and
23 accompanying exhibits filed on October 28, 2022; the concurrently filed Declaration of Rebecca L.
24 Taylor on behalf of the Settlement Administrator, the Declarations of Caleb Marker and Theodore Maya
25 in Support of Plaintiff’s Motion for Attorney’s Fees, Reimbursement of Expenses, and Payment of
26 Service Award and accompanying exhibits filed on January 24, 2023; the pleadings on file in this case;
27 such argument as may be heard by the Court; and such other matters as may be called to the attention
28 of the Court.

1 Respectfully submitted,

2 AHDOOT & WOLFSON PC

3
4 Date: May 1, 2023

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Heath Seltzer (“Plaintiff”) respectfully moves this Court for an order granting final
4 approval of the Parties’ Class Settlement (“Settlement”) that will resolve claims brought on behalf of a
5 certified class of tenants whom, Plaintiff alleges, were charged illegal and excessive late fees by
6 Defendants.¹ The original Settlement Agreement and [Proposed] Order were filed with the Court on
7 July 19, 2022, and a revised Settlement Agreement and [Proposed] Order were filed with the Court on
8 October 28, 2022, in accordance with this Court’s order dated August 8, 2022. The Court issued a
9 Minute Order on November 22, 2022, stating that it intended to grant preliminary approval contingent
10 on counsel addressing three matters, which Plaintiff addressed through supplemental briefing on
11 December 1, 2022. That supplemental briefing included an amendment to the revised Settlement
12 Agreement. The Court preliminarily approved the revised Settlement Agreement, as amended (the
13 “Settlement,” or “SA”) on December 5, 2022. Defendants do not oppose this motion.

14 If granted final approval, the Settlement will resolve Plaintiff’s class claims against Defendants
15 by creating a non-reversionary monetary fund of \$1,750,000 providing a significant benefit to Plaintiff
16 and the Settlement Class. This fund will provide for Administration Expenses, Plaintiff’s Service
17 Payment, Attorneys’ Fees and Expenses, and Settlement Shares paid to Class Members. No Class
18 Members have objected to, or opted out of, the Settlement.

19 The Settlement satisfies all elements for final approval. It is fair and reasonable after considering
20 the risks and costs of continued litigation and provides adequate, meaningful, and prompt relief to the
21 Settlement Class. It was negotiated at arm’s-length by experienced counsel after extensive discovery.
22 The response of Class Members has been overwhelmingly favorable—in a class of 23,014, no Class
23 Member objected to or opted out of the Settlement. Plaintiffs therefore respectfully request the Court
24 grant final approval of the Settlement.

25 **II. FACTUAL AND PROCEDURAL BACKGROUND**

26 **A. Plaintiff’s Allegations and Defendants’ Defenses**

27
28 ¹ All capitalized terms shall have the same meaning as defined in the Settlement Agreement (“SA”) filed concurrently herewith.

1 Plaintiff filed his Complaint on December 10, 2018, on behalf of current and former tenants of
2 Defendants' properties alleging a single cause of action for violation of the Unfair Competition Law
3 ("UCL"), through Defendants' practice of charging a late fee of \$75, in violation of California Civil
4 Code section 1671(d). *See* Compl. Plaintiff alleges that these Late Fees were automatically assessed
5 regardless of the amount of any actual injury to Defendants and that the imposition of the Fees did not
6 follow a good-faith attempt to estimate the actual value of losses caused by late payment of rent,
7 rendering the Late Fees an improper penalty under California Civil Code section 1671(d). The \$75 Late
8 Fee was instead a market-based attempt to charge the highest fee possible and secure additional profits
9 for Defendants.

10 Plaintiff alleged Defendants' practice in this regard violated the Unfair Competition Law
11 ("UCL"), by unlawfully collecting late fees pursuant to a liquidated damages provision made
12 unenforceable by California Civil Code section 1671. Plaintiff sought injunctive relief and restitution.

13 Defendants' primary defenses, advanced in their motion for summary judgment, were that the
14 Late Fees were "reasonable," were justified by a post-hoc accounting of the costs incurred in collecting
15 late rent, and that Plaintiff's damages are wholly offset by Defendants' actual costs incurred in collecting
16 late rent such that Plaintiff and Class Members have no compensable damages. The Court rejected the
17 first two arguments and found that the remaining argument could not entirely defeat a UCL claim in its
18 order denying summary judgment on April 13, 2021. *See* 4/13/2021 Order.

19 **B. Relevant Procedural History**

20 Plaintiff filed the Complaint in this matter on December 10, 2018, and Defendants answered the
21 Complaint on January 28, 2019. *See* Compl. On December 23, 2019, Defendants filed a Motion for
22 Judgment on the Pleadings, arguing that the \$75 late fee was valid as a matter of law. This Court denied
23 that motion on January 24, 2020. *See* 1/24/2020 Order (posted to Case Anywhere Message Board).

24 On May 29, 2020, Plaintiff moved for class certification. On October 5, 2020, while the class
25 certification motion was pending, Defendants filed a motion for summary judgment. This Court granted
26 Plaintiff's motion for class certification on November 20, 2020. *See* 11/20/2020 Order. The Court also
27 appointed Ahdoot & Wolfson PC and Zimmerman Reed LLP as Class Counsel and Plaintiff as Class
28 Representative. *Id.* The Court then denied Defendants' motion for summary judgment in its entirety on

1 April 13, 2021. *See* 4/13/2021 Order.

2 On July 30, 2021, Plaintiff filed a motion to disseminate Class Notice and included a notice plan.
3 On August 25, 2021, the Court issued a tentative ruling granting in part and denying in part Plaintiff's
4 motion. The order was adopted by the Court at the hearing on August 26, 2021, and it substantially
5 approved Plaintiff's proposed notice procedure. Maya Final App. Decl. ¶ 12.

6 On July 19, 2022, Plaintiff filed a motion for preliminary approval. On August 8, 2022, the Court
7 issued an order requesting additional briefing and raising certain questions regarding the settlement. On
8 October 28, 2022, in response, Plaintiff filed a revised Settlement and motion for preliminary approval.
9 This Court then preliminarily approved the Settlement on December 5, 2022. The Court issued a Minute
10 Order on November 22, 2022, stating that it intended to grant preliminary approval contingent on
11 counsel addressing three matters, which Plaintiff addressed through supplemental briefing on December
12 1, 2022. That supplemental briefing included an amendment to the revised Settlement Agreement. *See*
13 12/1/2022 Supp. Br. The Court preliminarily approved the revised Settlement on December 5, 2022.

14 **C. Plaintiff's Extensive Discovery Efforts and Preparation of Expert Opinions**

15 The Parties engaged in significant fact and expert discovery. Marker Final App. Decl. ¶ 5; Maya
16 Final App. Decl. ¶ 14. The Parties exchanged multiple rounds of fact discovery, including Form
17 Interrogatories, Special Interrogatories, several sets of Requests for Production of Documents, and
18 Requests for Admission, to which Defendants served initial and supplemental responses. *Id.* Plaintiff
19 served deposition notices on Defendants on multiple topics, and took three depositions, including a PMK
20 deposition of Defendant GHP Management Corporation. *Id.* Plaintiff engaged in numerous and lengthy
21 meet and confer discussions to obtain voluminous records of late fees charged to Class Members.
22 Marker Final App. Decl. ¶¶ 5-6; Maya Final App. Decl. ¶ 15. Plaintiff also engaged an expert, Christian
23 Tregillis, to perform an accounting of provided financial information. Maya Final App. Decl. ¶ 16. Class
24 Counsel and Christian Tregillis also analyzed and critiqued the proffered quasi-expert report of
25 Defendants' witness, Oana Sandoi, which was then deemed inadmissible at the summary judgment
26 stage. Maya Final App. Decl. ¶ 16. Class Counsel conferred with two additional experts who, had the
27 case not settled, Class Counsel was prepared to retain as experts on residential late fee charges. Maya
28 Final App. Decl. ¶ 17.

1 Plaintiff was provided with class lists for all Class Members, summaries of the late fees charged,
2 and documents purporting to support Defendants' offset defense, including the declaration by Oana
3 Sandoi. Maya Final App. Decl. ¶ 18.

4 This all provided Class Counsel with the knowledge necessary to evaluate the strengths,
5 weaknesses, and value of the case prior to agreeing to settle. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th
6 1794, 1802 (1996), as modified (Sept. 30, 1996); Maya Decl. ¶ 19; Marker Decl. ¶ 16.

7 **D. Settlement Negotiations and Stage at Which Settlement Was Reached**

8 As described above, the Settlement was reached after more than three years of vigorous litigation
9 and investigation, lengthy and complex motion practice, and several months of negotiation. *See also*
10 *Dunk*, 48 Cal. App. 4th at 1802 (considering the fact that the "case was over three years old when it
11 settled. Extensive discovery and pretrial litigation, including a demurrer and motion for summary
12 judgment, had been conducted."). The Settlement is the result of informed, and arm's-length
13 negotiations conducted over about a year, which included two separate full day mediations. Maya Decl.
14 ¶ 20.

15 Additionally, this is not a "settlement only" class action, as the Court certified the class prior to
16 settlement. *See Dunk*, 48 Cal. App. 4th at 1803 n.9 ("class action settlements should be scrutinized more
17 carefully if there has been no adversary certification.").

18 As a result of the extensive discovery and motion practice, Class Counsel had a thorough
19 understanding of the issues including the composition of the Settlement Class; the nature of Defendants'
20 anticipated defenses, including their offset defense; the costs that would be required and the risks
21 entailed with trial; Class's potential recovery at trial. Marker Final App. Decl. ¶ 10; Maya Final App.
22 Decl. ¶ 19. The documents exchanged by the Parties further allowed Class Counsel to competently
23 evaluate the strengths, weaknesses, and potential value of the case, as Plaintiff's were able to rely on
24 calculations based on the full records of Defendants rather than a sample. Maya Final App. Decl. ¶ 18.

25 On January 19, 2021, the Parties mediated before the Honorable Judge Tevrizian (Ret.), which
26 was unsuccessful. Maya Final App. Decl. ¶ 21. On September 8, 2021, the Parties entered a second full
27 day of mediation before the Honorable Judge Carl West (Ret.) at JAMS, at which the present Settlement
28 was reached for \$1.75 million. Maya Final App. Decl. ¶ 22.

1 Numerous drafts and redlines of the Settlement Agreement and its exhibits were exchanged,
2 followed by lengthy discussions between the Parties. Maya Final App. Decl. ¶ 23.

3 In accordance with the Court’s preliminary approval order, the Settlement Administrator
4 established the Settlement Website, on which the Long Form Notice and other relevant case documents
5 and important updates on the progress of the Settlement were posted. Declaration of Rebecca L. Taylor
6 (“Admin. Decl.”) ¶ 11. On December 15, 2022, the Settlement Administrator emailed the court-
7 approved Email Notice to all Class Members for whom Defendants provided an email address. *Id.* ¶ 9.
8 In total, 20,331 Email Notices were sent. *Id.*

9 On December 16, 2022, the Settlement Administrator mailed the Postcard Notice to 4,207 Class
10 Members whom the Settlement Administrator had reason to believe the Email Notice was not delivered
11 or received of for whom Defendants did not provide an email address. *Id.* ¶ 5. The Settlement
12 Administrator used the USPS Change of Address database to obtain the most current mailing address
13 for the Class Members. *Id.* ¶ 6. 1,483 Notices were returned as undeliverable; the Administrator
14 conducted skip traces in an attempt to locate updated address information, and re-mailed Notices to 878
15 updated addresses. *Id.* ¶ 8.

16 In accordance with the Preliminary Approval Order, Defendants posted a prominent link to the
17 Settlement Website on the payment portal webpage through which Class Members pay rent, and
18 delivered push notifications to tenants who opted into Defendants’ systems, including the RENTcafe
19 Resident app.

20 The matter is now before the Court for final approval.

21 **III. SUMMARY OF THE SETTLEMENT**

22 **A. The Settlement Class**

23 The Settlement Class, as stated in the Court’s order granting preliminary approval, consists of:

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

27 The Settlement Administrator reports that, after deduplication, the Administrator identified a total of
28 24,454 unique records constituting the class list. (Admin Decl. ¶ 4.) This is slightly lower than the

number provided by defense counsel in the Declaration of Jason Haas filed on December 1, 2022, wherein counsel explained that the Settlement Class included 24,706 members. (12/1/2022 Haas Decl. ¶ 6.) The difference appears to be due to deduplication, and possibly due to class members moving from one of Defendant's properties to another, given that as explained in the Haas Declaration, one of Defendant's property's is managed using a different property management data system than the other properties. (Id. ¶ 3.)

B. The Settlement's Benefits

The Settlement establishes a non-reversionary monetary fund of \$1,750,000. SA ¶¶ 38, 47, 48(a). After deducting settlement administration costs, attorneys' fees and expenses, and the Class Representative Service Award, the Settlement Fund will be allocated to each Settlement Class Member based on the number of Late Fees incurred during the Class Period and as further described in the Settlement Agreement. *See* SA § V.

Settlement Shares will be delivered to all Settlement Class Members, whether or not they responded to Notice of the Settlement. SA ¶ 55. For Class Members who are the sole signatory to a lease, Initial Settlement Shares will be based on the number of Late Fees incurred during the Class Period. SA ¶ 52. Class Members who paid 1-3 Late Fees will receive an Initial Settlement Share of \$50, Class Members who paid 4-6 Late Fees will receive an Initial Settlement Share of \$75, Class Members who paid 7-9 Late Fees will receive an Initial Settlement Share of \$100, and Class Members who paid 10 or more Late Fees will receive an Initial Settlement Share of \$125. SA ¶ 52. Where there is more than one signatory to a lease, these figures will be divided *pro rata*.

Initial Settlement Shares will be distributed within 45 days of the Effective Date. SA ¶ 54. The Effective Date is defined as one business day after the expiration of any deadline to appeal the final judgment entered by the Court. SA ¶ 11.

If funds remain in the Net Settlement Fund after the distribution of Initial Settlement Shares, the Settlement Administrator will make a Second Distribution to the method of payment chosen by Class Members who submitted a Payment Election Form and whose Initial Settlement Shares were successfully paid and/or negotiated. SA ¶¶ 58-61. Second Settlement Shares will be calculated *pro rata* in the same proportions as the Initial Settlement Shares. SA ¶ 60. In the event that there are residual

1 funds remaining in the Net Settlement Fund after distribution of Initial Settlement Shares and, if
2 possible, the Second Distribution, the Residual Funds will be distributed to the Residual Recipient: the
3 California State Controller's Office for Unclaimed Property. Per the December 1, 2022 amendment to
4 the Settlement, distribution of Second Settlement Shares shall be completed no later than 120 days
5 following the Effective Date. 12/1/2022 Supp. Br. Ex. C.

6 Subject to Court approval, the following amounts will be deducted from the Settlement Fund
7 prior to allocation: Administration Expenses (estimated to be \$77,754), Attorneys' Fees (not to exceed
8 33 1/3%, or \$583,333.33, as requested in Plaintiff's Motion for Attorney's Fees, Expenses, and Service
9 Award ("Fee Motion")); attorneys' expenses as documented in the Fee Motion (\$50,800.77; and a Class
10 Representative Service Award, requested in the amount of \$5,000. The remaining Net Settlement Fund
11 will be paid to the Class Members as described above.

12 **C. Release of Claims and Covenant Not to Sue**

13 In consideration for their share of the Net Settlement Fund, 45 days from the Effective Date,
14 each Participating Class Member will release their claims against Defendants that were asserted, or
15 that could reasonably have been asserted, in the Action. SA ¶ 32.

16 **D. Tax Treatment**

17 The Settlement Administrator will deduct all Taxes from the Settlement Fund prior to
18 calculating the Net Settlement Fund. SA ¶¶ 48(d), (i). The Parties agree that the Settlement Fund is
19 intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation
20 section 1.468 B-1. SA ¶ 48(h).

21 **IV. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

22 In assessing the fairness of a class action settlement for final approval, courts consider several
23 factors including "the strength of plaintiff's case, the risk, expense, complexity and likely duration of
24 further litigation, the risk of maintaining class action status through trial, the amount offered in
25 settlement, the extent of discovery completed and the stage of the proceedings, the experience and views
26 of counsel, the presence of a governmental participant, and the reaction of the class members to the
27 proposed settlement." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *see also Kullar v.*
28 *Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008). These factors "are not exclusive" and courts

are free to balance and weigh factors depending on the circumstances of each case. *Wershba v. Apple Comp. Inc.*, 91 Cal. App. 4th 224, 245 (2001), *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260 (2018). The Court has broad discretion in determining whether to approve or reject a proposed settlement. *Mallick v. Super. Ct.*, 89 Cal. App. 3d 434, 438 (1989); *Dunk*, 48 Cal. App. 4th at 1807 n.19.

Settlement agreements are generally presumed to be fair when: “(1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802. These factors support final approval of the Settlement. Here, the SA was reached through informed arm’s-length negotiations with the involvement of a neutral mediator. The Parties engaged in extensive investigation and discovery to allow for intelligent evaluation of the factual and legal issues, as well as the settlement terms. Additionally, this is not a “settlement only” class action, as the Court certified the class prior to settlement. *See id.* at 1803 n.9 (“[C]lass action settlements should be scrutinized more carefully if there has been no adversary certification.”). The Settlement is reasonable in light of the significant risks of continued litigation and provides substantial monetary relief to Class Members. Class Counsel’s views and substantial experience in consumer class actions support this Settlement, and the response of the Class has been favorable.

A. The Settlement Was Reached Through Serious, Informed, and Arm’s-Length Negotiations.

This Settlement is the result of extensive, arm’s-length negotiations between experienced Class Counsel, who are familiar with the facts and issues of the case, and counsel for Defendants, who vigorously defended the case. The negotiations were conducted with the guidance of two experienced and respected mediators. Maya Final App. Decl. ¶¶ 21-22. The mediator’s role in the Parties’ negotiations is evidence that the negotiations were non-collusive and weighs strongly in favor of the Settlement’s fairness. *See Wershba*, 91 Cal. App. 4th at 245; *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 800 (2009) (“The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement

1 agreement represents an arm's-length transaction entered without self-dealing or other potential
2 misconduct.”) (internal quotations and citation omitted); *In re Bluetooth Headset Prod. Liab. Litig.*, 654
3 F.3d 935, 948 (9th Cir. 2011) (stating “the presence of a neutral mediator...weigh[s] in favor of a finding
4 of non-collusiveness”); *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (quoting
5 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (noting the Ninth Circuit defers to the
6 “private consensual decision of the parties.”).²

7 The Parties engaged in two full-day mediation sessions, which followed several years of
8 discovery, expert work, and ongoing discussions regarding the merits of the case. The Parties advanced
9 their respective views of the case and positions on settlement through the exchange of confidential
10 mediation statements prior to commencement of mediation. Maya Final App. Decl. ¶ 22. Through the
11 mediation before Hon. Carl West (Ret.), the present settlement was reached. Maya Final App. Decl. ¶
12 22. After continued negotiations, the Parties were able to reach the terms set forth in the SA. *Id.* The
13 years of litigation, including substantial expert analysis, that preceded the mediations provided the
14 Parties with “an understanding of the amount that is in controversy and the realistic range of outcomes
15 of the litigation,” further supporting that the negotiations were arm's-length. *Clark*, 175 Cal. App. 4th
16 at 801.

17 **B. Sufficient Discovery Occurred, Allowing Counsel and the Court to Determine the**
18 **Settlement is Fair.**

19 The extensive discovery conducted in this case also weighs in favor of final approval. The
20 discovery completed here “provide[d] sufficient information to permit an intelligent evaluation of the
21 terms on which the case is proposed to be settled...[and] meaningful and substantiated explanation for
22 the manner in which the factual and legal issues have been evaluated.” *Kullar*, 168 Cal. App. 4th at 133.

23 Class Counsel conducted substantial legal research and fact-gathering. Counsel further
24 exchanged and responded to multiple discovery requests throughout several years of hard-fought
25 litigation. Specifically, the Parties exchanged multiple rounds of fact discovery, including Form
26 Interrogatories, Special Interrogatories, several sets of Requests for Production of Documents, and

27 ² See also *Apple Comp., Inc. v. Super. Ct.*, 126 Cal. App. 4th 1253, 1264 n.4 (2005) (quoting *Caro v.*
28 *Proctor & Gamble Co.*, 18 Cal. App. 4th 644, 656 n.7 (1993) (“California courts may look to federal
authority for guidance on matters involving class action procedures.”)).

1 Requests for Admission, to which Defendants served initial and supplemental responses; took three
2 depositions, including a PMK deposition of Defendant GHP Management Corporation; and engaged in
3 numerous and lengthy meet and confer discussions throughout the discovery process prior to mediation.
4 Marker Final App. Decl. ¶ 5; Maya Final App. Decl. ¶ 14. Class Counsel also engaged an expert on
5 residential late fee charges, Christian Tregillis, to perform an accounting of Defendants' financial
6 information. Maya Final App. Decl. ¶ 16. Tregillis also analyzed and critiqued the proffered quasi-
7 expert report of Defendants' witness. Maya Final App. Decl. ¶ 16. Class Counsel conferred with two
8 additional experts who, had the case not settled, Class Counsel was prepared to retain as experts. Maya
9 Final App. Decl. ¶ 17.

10 Consequently, counsel for both Parties were well versed in the relevant facts, law, expert
11 opinions, potential damages, and strengths and weaknesses of each Party's position before negotiating
12 and agreeing to the Settlement. Counsel for both parties were in a prime position to evaluate "the
13 likelihood of a plaintiffs' or defense verdict, the potential recovery, and the chances of obtaining it."
14 *Rodriguez*, 563 F.3d at 965. Thus, Counsel were able to make fully informed decisions in negotiating
15 this Settlement.

16 **C. Settlement is Appropriate Given the Strengths of Plaintiff's Case and the Risks of**
17 **Continued Litigation.**

18 In approving a potential settlement, courts evaluate "the risk of continued litigation balanced
19 against the certainty and immediacy of recovery from the Settlement." *Vasquez v. Coast Valley Roofing,*
20 *Inc.*, 266 F.R.D. 482, 489 (E.D. Cal. 2010). Courts should "consider the vagaries of litigation and
21 compare the significance of immediate recovery by way of compromise to the mere possibility of relief
22 in the future, after protracted and expensive litigation." *Id.* at 490 (citation omitted). "Immediate receipt
23 of money through settlement, even if lower than what could potentially be achieved through ultimate
24 success on the merits, has value to a class, especially when compared to risky and costly continued
25 litigation." *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015); *see also Nat'l Rural*
26 *Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) ("In most situations, unless
27 the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive
28 litigation with uncertain results.").

1 Here, Class Counsel considered the significant risks of continued litigation in evaluating whether
2 the recovery and other relief offered in the Settlement were reasonable. Marker Final App. Decl. ¶ 16;
3 Maya Final App. Decl. ¶ 19. Particularly, Plaintiff faced the real and substantial risk that the Court could
4 find Defendants are entitled to a complete or near-complete offset of damages due to the costs of
5 collecting late rent.

6 When evaluating the reasonableness of a settlement, courts should not “reach any ultimate
7 conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the
8 very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce
9 consensual settlements.” *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th
10 1135, 1145 (2000). While Plaintiff remains confident in the merits of the case, the Parties extensively
11 briefed and addressed uncertainties before an experienced mediator, before reaching a settlement that
12 represented a reasonable resolution of this case.

13 **D. The Settlement Provides Significant Monetary Relief to the Class.**

14 The monetary value of a settlement is yet another factor to consider in determining whether a
15 settlement should be approved. *Wershba*, 91 Cal. App. 4th at 244-45. “In the context of a settlement
16 agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint,
17 but rather whether the settlement is reasonable under all of the circumstances.” *Id.* at 250. A settlement
18 that provides narrower relief than could have been obtained at trial can be fair and reasonable because
19 “the public interest may indeed be served by a voluntary settlement in which each side gives ground in
20 the interest of avoiding litigation.” *Id.* (quoting *Air Line Stewards & Stewardesses Ass’n Local 550 v.*
21 *Am. Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)); *see also Officers for Just. v. Civil Serv. Comm’n*,
22 688 F.2d 615, 628 (9th Cir. 1982) (“It is well-settled law that a cash settlement amounting to only a
23 fraction of the potential recovery will not per se render the settlement inadequate or unfair.”).

24 Considering the uncertainties of continued litigation and trial, plus the significant time and
25 resources necessary to litigate through trial and an appeal of any verdict for Plaintiff, the Settlement is
26 an excellent result for the Settlement Class. The \$1,750,000 is a favorable settlement given the
27 significantly divergent views of the Parties as to the merits of Plaintiff’s claim and the potential recovery
28 Plaintiff could have achieved at trial. Based on information available to Plaintiff, and assuming

Defendants are unable to prove any offset of their damages, the maximum recovery for the Class is \$4,470,615.46. The Settlement Fund of \$1,750,000 thus represents 39% of the total maximum recovery.

The Settlement is a highly favorable result in light of the risk that Defendants would be able to prevail, in whole or in part, on their offset defense. Settlements that amount to similar, or substantially smaller, portions of potential damages are routinely approved. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement of 17 percent of potential recovery); *In re Toys R Us-Delaware, Inc.—Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453-54 (C.D. Cal. 2014) (3 percent); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (6 percent); *In re High-Tech Emp. Antitrust Litig.*, No. 11-cv-02509-LHK, 2015 WL 5159441, at *4 (N.D. Cal. Sept. 2, 2015) (14 percent).

E. Class Counsel’s Views and Experience Support the Settlement.

Class Counsel possesses significant class action experience and a record of success in consumer class actions. *See* Declarations ISO Fee Motion. Counsel believes this settlement is fair, which weighs in favor of final approval. Maya Final App. Decl. ¶ 3; *7-Eleven*, 85 Cal. App. 4th at 1146.

F. Notice Was Disseminated in Accordance with the Court’s Preliminary Approval Order and the Response of the Class Has Been Favorable.

The Court-approved notice plan and the distributed notice were adequate and satisfied the requirements of due process *See Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 746 (2009) (“The noticed must fairly apprise the class members of the terms of the proposed compromise and of the options open to the dissenting class members.”) (internal quotations and citation omitted). The notice plan provided for the best practicable notice under the circumstances, and it was reasonably calculated to reach a substantial percentage of the Class. *Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 981-82 (2019) (quoting *Mullane v. Central Hanover Tr. Co.*, 339 U.S. 306, 313-14 (1950)) (“[A] fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”); *see also Wershba*, 91 Cal. App. 4th at 251. The Settlement Administrator sent 20,331 Email Notices to Class Members for whom Defendants provided an email address. Admin. Decl. ¶ 9. The Settlement Administrator also mailed 4,207 Postcard

1 Notices to Class Members to whom the Settlement Administrator had reason to believe the Email Notice
2 was not delivered or received of for whom Defendants did not provide an email address. *Id.* ¶ 5.

3 The notice informed Settlement Class Members of the case, the proposed Settlement, procedures
4 for Class Members to opt out or object, and the final approval hearing. *See* Cal. R. Ct. 3.766(d); 3.769(f).
5 The Settlement Administrator fully complied with the Court-approved procedures. *See* Admin. Decl.

6 The deadline for Class Members to opt out of or object to the Settlement was February 14, 2023,
7 but none have objected or opted out.³ Admin. Decl. ¶ 16. “[T]he absence of a large number of objections
8 to a proposed class action settlement raises a strong presumption that the terms of a proposed class
9 [action] settlement [] are favorable to the class members.” *Nat’l Rural Telecomm. Coop.*, 221 F.R.D. at
10 529; *see also 7-Eleven*, 85 Cal. App. 4th at 1152-53 (noting that 80 opt-outs and nine objectors out of
11 5,454 class members was an “overwhelmingly positive” response).

12 **V. THE PROPOSED ALLOCATION PLAN IS FAIR AND APPROPRIATE**

13 The Net Settlement Amount will be allocated to the Class Members based on the number of Late
14 Fees incurred during the Class Period. SA § V. The Settlement Fund to be allocated was accepted by
15 Plaintiff as a reasonable sum in light of the Late Fees imposed by Defendants as reflected in Defendants’
16 data. This allocation is fair, reasonable, and adequately compensates the Settlement Class because the
17 Initial Settlement Shares reflect the variations in each Class Member’s injury and potential recovery at
18 trial. Further, this distribution is reliable because it is based on Defendants’ own data reflecting the Late
19 Fees paid by each Class Member.

20 As described in the Settlement Agreement and the court-approved Class Notice, Class Members
21 are not required to take any action to receive their Initial Settlement Share. SA ¶ 55. The Administrator
22 received 779 Payment Election Forms. Admin. Decl. ¶ 16. However, Class Members do not need to fill
23 out or submit a claim form; Settlement checks will be automatically mailed to the last known address of
24 any Class Member who did not timely opt out. SA ¶ 55. Class Members who submit a Payment Election
25 Form are also eligible for a Second Settlement Share if practicable. SA ¶ 59.

26
27
28 ³ Any otherwise valid request for exclusion filed within 60 days of a re-mailed class notice is considered
timely, even if received after February 14, 2023. SA ¶ 102(a). Class Members may also appear at the
Fairness Hearing to object to the Settlement. SA ¶ 108.

1 **VI. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of
3 the Settlement and order submission of a compliance report 134 days after the Effective Date (14 days
4 after distribution of Second Settlement Shares is to be completed per the December 1, 2022 amendment
5 to the Settlement Agreement).

6 Respectfully submitted,

7 AHDOOT & WOLFSON PC

8
9 Date: May 1, 2023

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Executive Officer/Clerk of Court,
By G. Carini, Deputy Clerk

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*

**DECLARATION OF CALEB MARKER IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 22, 2023
Time: 10:30 A.M.
Department: 1

Date Action Filed: December 10, 2018
Trial Date: TBD

1 I, Caleb Marker, declare and state as follows:

2 1. I am an attorney at law duly licensed to practice law in the state of California. I have been
3 a member in good standing of the State Bar of Michigan since 2007, the District of Columbia Bar since
4 2009, the State Bar of California since 2010, the State Bar of Texas since 2017, and the State Bar of
5 Washington since 2020.

6 2. I am a partner at the law firm of Zimmerman Reed LLP (“Zimmerman Reed” or “Class
7 Counsel”) and am one of the attorneys representing Plaintiff Heath Seltzer and the appointed Class
8 Counsel in this action.

9 3. I submit this declaration in support of the Motion for Final Approval of Class Action
10 Settlement (“Motion”). I have personal knowledge of the statements contained in this declaration and if
11 called as a witness, I could and would testify competently to those facts and opinions.

12 4. On December 10, 2018, I, together with the law firm of Ahdoot & Wolfson, PC, filed
13 this class action lawsuit against Defendants, challenging Defendants’ conduct of charging \$75 late fees
14 to tenants who untimely paid rent, even where this results in no actual damages to Defendants, in
15 violation of California Civil Code section 1671.

16 5. I have been actively involved in this litigation since its inception. My involvement in this
17 matter has included conducting extensive investigation into the claims contained in the complaint;
18 reviewing documents relating to Defendants; strategizing case theories with co-counsel; meeting and
19 conferring with co-counsel on an ongoing basis; meeting and conferring with opposing counsel on an
20 ongoing basis; discussing case matters with Plaintiff and Class Representative Heath Seltzer;
21 participating in the drafting and reviewing of numerous pleadings and settlement documents, as well as
22 performing the requisite legal research; participating in the drafting and reviewing of Requests for
23 Admission, Special Interrogatories, and Requests for Production of Documents; preparing for and
24 participating in two mediation sessions; participating in and handling settlement negotiations at both
25 mediations and thereafter with Defendants and Defendants’ counsel; and reviewing Defendants’
26 voluminous documentation regarding the nature of documents generated in connection with Defendants’
27 practice of charging excessive residential late fees.

28 6. Only after completing all of the foregoing tasks was the Settlement reached in this matter

1 finalized. Moreover, as demonstrated by the numerous meet and confers regarding discovery issues, as
2 well as the numerous settlement discussions, this Settlement was clearly the result of arm's-length
3 negotiations.

4 7. Notably, the Parties did not discuss or negotiate Class Counsel's attorneys' fees and costs
5 until after agreement on the material terms of the settlement, including the monetary benefits made
6 available to the Settlement Class, had been reached.

7 8. In my professional opinion, the instant Settlement represents an excellent result for the
8 class.

9 9. While Plaintiff has so far prevailed on all substantive challenges to the case, including
10 Defendants' motion for judgment on the pleadings and motion for summary judgment, and has
11 successfully certified a class, the case is not free of risks and uncertainties. Plaintiff anticipates
12 Defendants' redoubling of efforts in their attempt to prove their "offset" defense at trial. If successful,
13 even in part, this defense would almost certainly reduce the maximum recovery available in this
14 matter—a contrary finding would require that the costs to Defendants for collecting late rent is precisely
15 zero, which does not appear plausible. While so far Defendants have presented only inadmissible quasi-
16 expert evidence in the form of a declaration from Oana Sandoi, Plaintiff expects that Defendants would
17 retain appropriate experts to advise on their offset defense at trial.

18 10. Based on Defendants' already proffered evidence, as well as my and my co-counsel's
19 consultation with experts in the late rent sphere, it seems possible that, if this case proceeded to trial, the
20 available damages would be significantly impacted by Defendants' offset defense, even if, as the Court
21 acknowledged in its Order on Defendants' motion for summary judgment, such a defense cannot
22 completely dispose of a claim under the Unfair Competition Law.

23 11. In addition to Defendants' offset defense, Defendants have signaled their intention to
24 pursue their defense based upon purported statements by the Los Angeles Department of Business and
25 Consumer Affairs that their late rent charges are "reasonable." While, for reasons outlined in Plaintiff's
26 Opposition to Defendants' Motion for Summary Judgment, Plaintiff believes this to be a deeply
27 misguided strategy, and one which the Court has rejected in its Order on Defendants' Motion for
28 Summary Judgment, Defendants seemingly intend to continue with this defense, and the result at trial

1 cannot be conclusively determined, adding further risk to the instant litigation if the Settlement is not
2 granted final approval.

3 12. Additionally, while Defendants have so far been unable to conjure any evidence of an
4 analysis conducted prior to the installment of the \$75 late fee, as is necessary under the Code, there
5 remains the possibility that, prior to trial, Defendants are able to locate such a document if one exists. If
6 such a prior analysis were produced, that would deeply complicate Plaintiff's ability to resolve the chief
7 legal issues in the case at trial. Therefore, this possibility adds further risk to the Class if the Settlement
8 is not finally approved.

9 13. Given the contested and inherently variable nature of Defendants' offset defense, it is
10 impossible to calculate with any certainty the total available damages in this case. Every dollar of offset
11 means a dollar less (multiplied by the size of the class) of available damages.

12 14. If Defendants were unable to demonstrate *any* offset whatsoever, the maximum total
13 recovery available would amount to \$4,470,615.46. With a total settlement fund of \$1,750,000, the
14 Settlement then represents, at an absolute minimum, at least 39% of the total available recovery.

15 15. Even in the unlikely event in which Defendants are unable to demonstrate any offset, this
16 Settlement still represents a fantastic value to the Class.

17 16. Viewed in the context of the litigation risks faced, as well as the substantial delay and
18 costs the Class Members would experience to receive proceeds from an adversarial judgment, it is my
19 opinion that this Settlement is in the best interests of Plaintiff and the other Class Members. I have
20 carefully considered Defendants' defenses, particularly the viability of their offset defense. While
21 Plaintiff disputes the validity and import of these defenses and, absent the Settlement, would continue
22 to vigorously oppose them, the risks posed cannot be ignored when evaluating the appropriateness of
23 the Settlement.

24 17. Mr. Seltzer participated in written discovery, reviewed pleadings, and kept himself
25 apprised of the progress of the case through frequent contact with Class Counsel.

26 18. My qualifications and those of my firm are set forth in detail in my declaration supporting
27 Plaintiff's Motion for Attorney's Fees, Reimbursement of Expenses, and Payment of Service Awards.
28

1 I declare under penalty of perjury that the foregoing is true and correct to the best of my
2 knowledge.

3 Executed this May 1, 2023 at Los Angeles, California.

4
5 /s/ Caleb Marker
6 Caleb Marker
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By G. Carini, Deputy Clerk

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*

**DECLARATION OF THEODORE MAYA IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 22, 2023
Time: 10:30 AM
Dept: 1

Date Action Filed: December 10, 2018
Trial Date: TBD

1 I, Theodore Maya, declare and state as follows:

2 1. I am an attorney licensed to practice in the courts of the State of California and in a
3 number of Federal District Courts and Courts of Appeal.

4 2. I am a partner at the law firm of Ahdoot & Wolfson, PC (“AW” or “Class Counsel”). I
5 submit this declaration in support of Plaintiff Heath Seltzer’s Motion for Final Approval of Class Action
6 Settlement (the “Motion”). The matters stated herein are true of my own knowledge or, where indicated,
7 I am informed and believe that they are true. If called upon as a witness, I could and would competently
8 testify to these facts.

9 3. The settlement in this case was achieved after more than three years of active litigation,
10 including law and motion practice challenging the pleadings, summary judgment, and class certification,
11 and extensive discovery including written discovery and depositions. It then was modified in response
12 to this Court’s order of August 8, 2022, and amended as explained in Plaintiff’s supplemental briefing
13 dated December 1, 2022. I believe the proposed Settlement to be fair, reasonable, and adequate, and in
14 the best interests of the proposed Settlement Class.

15 4. AW attorneys heavily researched this matter prior to filing.

16 5. On December 10, 2018, my firm assisted in the filing of this consumer class action in the
17 Superior Court of the State of California, County of Los Angeles, against Defendants Geoffrey H.
18 Palmer, Geoffrey H. Palmer dba Palmer Associates, and GHP Management Corporation (collectively
19 “Defendants”) alleging a single cause of action for violation of the Unfair Competition Law based on
20 Defendants’ unlawful collection of late fees pursuant to a liquidated damages provision made
21 unenforceable by Cal. Civ. Code § 1671, seeking injunctive relief and restitution.

22 6. Defendants answered the complaint on January 28, 2019.

23 7. On December 23, 2019, Defendants filed a Motion for Judgment on the Pleadings
24 arguing that the \$75 late fee is valid as a matter of law. On January 24, 2020, the Court denied the
25 motion.

26 8. On May 29, 2020, Plaintiff moved for certification of a class comprised of Defendants’
27 current and former tenants who had paid such late fees.

28 9. On October 5, 2020, Defendants filed a Motion for Summary Judgment.

1 10. On November 20, 2020, the Court issued a Minute Order granting Plaintiff's Motion for
2 Class Certification, finding the class action proper as to Plaintiff's sole UCL claim, and certifying a
3 Class defined as: All tenants of Defendants' properties in the State of California from December 10,
4 2014, to the present (at that time, November 20, 2020) who paid one or more late rent fee(s). The Court
5 also appointed Ahdoot & Wolfson PC and Zimmerman Reed LLP as Class counsel, and Plaintiff Heath
6 Seltzer as Class representative

7 11. On April 9, 2021, the Court entered a tentative ruling denying Defendants' Motion for
8 Summary Judgment in its entirety, and this tentative was confirmed after the hearing on April 13, 2021.

9 12. On July 30, 2021, Plaintiff filed a Motion to Disseminate Class Notice and an included
10 notice plan. On August 25, 2021, the Court issued a tentative ruling granting in part and denying in part
11 Plaintiff's motion. This order, adopted upon the hearing on August 26, 2021, substantially approved
12 Plaintiff's proposed notice procedure, with the exception that the Court did not order notice placed in
13 physical locations across Defendants' properties as requested by Plaintiff.

14 13. As explained in my declaration in support of that Motion to Disseminate Class Notice,
15 before suggesting that the Court appoint Angeion Group as Notice Administrator, I solicited bids for
16 dissemination of such notice from two class action administrators, using identical criteria. Angeion's
17 bid was significantly less than its competitor's bid, including optional costs for the proposed Notice
18 Website.

19 14. Class Counsel engaged in significant and extensive fact and expert discovery. Plaintiff
20 served Form Interrogatories, Special Interrogatories, several sets of Requests for Production of
21 Documents, and Requests for Admission, to which the Defendants served initial and supplemental
22 responses. Plaintiff served deposition notices on Defendants on multiple topics, and undertook three
23 depositions, including a person most knowledgeable deposition of Defendant GHP Management
24 Corporation.

25 15. Plaintiff engaged in numerous and lengthy meet and confer discussions to obtain
26 voluminous records of late fees charged to the class.

27 16. Plaintiff engaged an expert, Christian Tregillis, to perform an accounting of provided
28 financial information for the purpose of defeating Defendants' Motion for Summary Judgment. Class

1 Counsel and Christian Tregillis also analyzed and critiqued the proffered quasi-expert report of
2 Defendants' witness Oana Sandoi, leading to that report being deemed inadmissible at the Summary
3 Judgment stage.

4 17. In addition to Christian Tregillis, Class Counsel also conferred with two experts on
5 residential late fees. Had the case not settled, Class Counsel was prepared to retain an expert on
6 residential late fee charges.

7 18. Plaintiff was provided both with class lists for all Class Members, summaries of late fees
8 charged, and documents purporting to demonstrate Defendants' offset defense, including the Sandoi
9 Declaration. These documents were sufficient for me to competently evaluate the strengths, weaknesses,
10 and likely value of the case prior to agreeing to settle. We did not rely on a sample, but rather on
11 calculations based on the full records of Defendants that we were provided.

12 19. Thus, as a result of the extensive discovery and motion practice, Class Counsel had a
13 thorough understanding of the issues including: the composition of the Settlement Class; the nature of
14 Defendants' anticipated defenses on the merits, including its defense of setoff; the costs that would be
15 required, and the risks entailed with, trial; and the Class's potential recovery at trial.

16 20. The parties engaged in on-and-off, arm's-length negotiations since April 2020, when
17 Plaintiff made a policy-limits demand that was rejected.

18 21. On January 19, 2021 the Parties mediated before Hon. Judge Tevrizian (Ret.), which was
19 unsuccessful.

20 22. On September 8, 2021 the Parties entered a second full day of mediation before Hon.
21 Judge Carl West (Ret.) at JAMS, at which the present Settlement was reached for \$1.75 million. The
22 parties submitted and exchanged confidential mediation statements detailing their respective views of
23 the case and positions on settlement prior to commencement of mediation before each neutral.

24 23. Numerous drafts and redlines of the Settlement Agreement and its exhibits were
25 exchanged, followed by lengthy discussions between the parties and negotiations about a multitude of
26 issues. In addition, shortly before executing the SA and filing this motion in April 2022, the Parties
27 encountered a challenge regarding identifying those Class Members that were responsible for paying
28 the Late Fees, given it is not uncommon for persons to co-habitat with persons not identified on a lease

1 agreement. This hiccup involved further last minute discussions that were unanticipated during the
2 mediations.

3 24. In this case, Class Counsel have prosecuted the action to the reasonably fullest extent of
4 the law. Class Counsel promptly and efficiently conducted discovery in this matter. Defendants
5 produced exemplar leases (confirming the late fee is a standard provision) and payment records for all
6 of its properties (showing a uniform policy and procedure). The case was scheduled for trial on April
7 26, 2022.

8 25. The proposed Settlement provides excellent value for Class Members, including a
9 settlement fund of \$1,750,000 in consideration for the release of claims.

10 26. Attorneys' fees in this case are to be split between the two firms who make up Class
11 Counsel, Ahdoot & Wolfson, PC and Zimmerman Reed LLP. Plaintiff has given written approval for
12 this split of fees.

13 27. The Parties did not discuss or negotiate Class Counsel's attorneys' fees and costs, or a
14 service award for the Class Representative, until agreement was reached on the Settlement's material
15 terms.

16 28. Mr. Seltzer participated in written discovery, reviewed pleadings, and kept himself
17 apprised of the progress of the case through frequent contact with Class Counsel.

18 29. My qualifications and those of my firm are set forth in detail in my declaration supporting
19 Plaintiff's Motion for Attorney's Fees, Reimbursement of Expenses, and Payment of Service Awards.
20

21 I declare under penalty of perjury that the foregoing is true and correct to the best of my
22 knowledge.

23 Executed this May 1, 2023 at Los Angeles, California.
24

25
26 
27 Theodore Maya
28

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HEATH SELTZER, individually and on behalf
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Plaintiff,

v.

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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*

**DECLARATION OF PLAINTIFF HEATH
SELTZER IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 22, 2023
Time: 10:30 A.M.
Department: 1

Date Action Filed: December 10, 2018
Trial Date: TBD

1 I, Heath Seltzer, declare and state as follows:

2 1. I am Plaintiff and Class Representative in this action. I have personal knowledge of the
3 statements contained in this declaration and if called as a witness, I could and would testify competently
4 to those facts and opinions.

5 2. From approximately 2011 to 2018, I was a tenant on a residential lease for an apartment
6 located at the Medici Apartments, 725 South Bixel Street in Los Angeles, California, which was leased
7 and managed by Defendants.

8 3. I have served as a Named Plaintiff in this action since the Complaint was filed on
9 December 10, 2018. I worked with Class Counsel before the Complaint was filed to assist in
10 investigating and preparing the action.

11 4. I was not promised any amount of money to serve as Class Representative or in my
12 approval of this Settlement. My approval is based on my understanding of the record and the risks of
13 continued litigation and my belief that the Settlement is in the best interests of the Class.

14 5. As Class Representative, I expended substantial time and effort to benefit the class. I
15 spent this time and effort with no guarantee it would result in any recovery for me.

16 **My Efforts as Class Representative**

17 6. Before the filing of this action in December 2018, I assisted Class Counsel in
18 investigating the claims and drafting the Complaint.

19 7. In 2019, I consulted with Class Counsel about Defendants' Motion for Judgment on the
20 Pleadings.

21 8. In 2020, I consulted with Class Counsel about Plaintiff's Motion for Class Certification.

22 9. In 2020 and 2021, I consulted with Class Counsel about Defendants' Motion for
23 Summary Judgment.

24 10. Throughout discovery efforts, I participated in conference calls with Class Counsel to aid
25 in their understanding of documents obtained through discovery.

26 11. Also during discovery, I searched for all relevant documents in my possession and
27 delivered them to Class Counsel, and worked with Class Counsel to provide thorough and accurate
28 responses to multiple sets of special interrogatories and requests for production of documents.

12. Prior to the mediation sessions in 2021, I reviewed drafts of Plaintiff's mediation statements and discussed recovery with Class Counsel.

13. After the September 8, 2021 mediation session, I actively participated in conversations with Class Counsel about settlement terms, reviewed the terms of the proposed settlement, and provided critique.

14. Throughout this action, I accepted the risks of notoriety and personal difficulties involved in serving as a Class Representative, and I expended significant time and effort in assisting Class Counsel. I did so in order to obtain a favorable outcome for other similarly situated tenants of Defendants.

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

Executed this May 1, 2023 at Los Angeles, California.

Heath Meyer

Heath Seltzer

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 years and not a party to the within action; my business address is Zimmerman Reed LLP, 6420
4 Wilshire Blvd, Suite 1080, Los Angeles, CA 90048.

5 Electronic service using Case Anywhere has been authorized by Order of this Court. On **May 2,**
6 **2023**, I served the foregoing document(s) described as:

- 7 • **DECLARATION OF PLAINTIFF HEATH SELTZER IN SUPPORT OF MOTION**
8 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

9 on the interested parties by placing a true and correct copy thereof on the Case Anywhere service using
10 Josephine Lu's username and password, which will send notification of said filing to the following parties:

11 **[SEE ATTACHED SERVICE LIST]**

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on **May 2, 2023**, at
13 Los Angeles, California.

14 
15 _____
16 Josephine Lu
17
18
19
20
21
22
23
24
25
26
27
28

Case Anywhere Electronic Service List

Case Name: **Seltzer, et al. v. Palmer, et al.**

Case Info: **18STCV07828 and Related Case (20STCV22701), Los Angeles Superior Court**

Ahdoot & Wolfson, PC

Robert Ahdoot, Esq. (rahdoot@ahdootwolfson.com)
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Representing:

Heath Seltzer, et al.

Ervin Cohen & Jessup, LLP

Jason Haas, Esq. (jhaas@ecjlaw.com)
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Fax: (310) 859-2325

Representing:

Geoffrey H. Palmer
Geoffrey H. Palmer dba G.H. Palmer Associates
GHP Management Corporation

Wood, Smith, Henning & Berman LLP

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Frances O'Meara, Esq. (fomeara@wshblaw.com)
10960 Wilshire Boulevard, 18th Floor
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Representing:

GHP Management Corporation

Zimmerman Reed, PLLP

Caleb Marker, Esq. (caleb.marker@zimmreed.com)

Flinn Milligan, Esq. (flinn.milligan@zimmreed.com)

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Los Angeles, CA 90048

Phone: (877) 500-8780

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Representing:

Heath Seltzer, et al.

The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.

AHDOOT & WOLFSON PC
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Attorneys for Plaintiff and the Class

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/04/2023 12:34 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Martinez, Deputy Clerk

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

**DECLARATION OF SETTLEMENT
ADMINISTRATOR REGARDING
NOTICE OF CLASS ACTION
SETTLEMENT**

I, REBECCA L. TAYLOR, hereby declare the following:

1. I am an Associate Project Manager with Angeion Group, LLC ("Angeion"), located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

1 2. The purpose of this declaration is to provide the Parties and the Court with a summary of the
2 work performed by Angeion to effectuate Notice in the above-captioned case pursuant to the
3 Stipulation of Settlement (“Agreement”) and the Order Granting Motion for Preliminary Approval of
4 Class Action Settlement filed with the Court on December 5, 2022 (“Order”).

5 3. Angeion was retained by the Parties to serve as the Settlement Administrator to, among other
6 tasks, disseminate Notice to the Settlement Class, establish and maintain a dedicated Settlement
7 website and toll-free line, and perform other duties as specified in the Agreement.

8 **DIRECT NOTICE**

9 **Class Data**

10 4. On November 30, 2022, as ordered by the Court, Counsel for GHP provided Angeion with an
11 electronic file containing approximately 25,592 records of Class Member mailing and email
12 addresses. After analyzing the data and removing duplicative records, Angeion identified a total of
13 24,454 unique records with either an email address or a mailing address. Angeion identified 13
14 records that neither contained a valid email address nor a sufficient mailing address. These 13 records
15 did not receive a Notice.

16 **Mailed Postcard Notice**

17 5. On December 16, 2022, Angeion caused the postcard Notice to be mailed to the 4,207 Class
18 Member records. A true and correct copy of the postcard Notice is attached hereto as Exhibit A.

19 6. Prior to mailing, Angeion caused the mailing list to be updated utilizing the United States
20 Postal Service’s (“USPS”) National Change of Address database, which provides updated address
21 information for individuals or entities that have moved during the previous four years and filed a
22 change of address with the USPS.

23 7. Angeion received and processed mailed Notices returned by the USPS as undeliverable.
24 Notices returned to Angeion by the USPS with a forwarding address were re-mailed to the new
25 address provided by the USPS. Notices returned to Angeion by the USPS without a forwarding
26 address were subjected to address verification searches (commonly referred to as “skip traces”), and
27 notices were re-mailed to any updated addresses identified through the skip trace process.
28

8. As of April 28, 2023, Angeion has received 1,483 Notices returned by the USPS as undeliverable. Angeion conducted skip traces in an attempt to locate updated address information. Angeion located 878 updated addresses through skip tracing to which a notice was re-mailed.

Emailed Notice

9. On December 15, 2022, Angeion caused the Notice to be emailed to the 20,331 Class Member records. A true and correct copy of the Email Notice is attached hereto as Exhibit B.

Print Publication

10. On December 20, 2022, and December 27, 2022, Angeion caused a 1/8-page publication notice to be published in the *Los Angeles Times* to further disseminate notice to the Class. True and correct copies of the tear-sheets from the publications are attached hereto as Exhibit C.

CASE SPECIFIC WEBSITE AND TOLL-FREE NUMBER

11. On December 15, 2022, Angeion established the following website devoted to this Settlement: www.GHPLateFeeSettlement.com. This website contains general information about the Settlement, including important dates and deadlines pertinent to this matter, and copies of important documents, including the Class Notice, Order Granting Motion for Preliminary Approval of Class Action Settlement, Stipulation of Settlement, Supplemental Briefing in Support of Motion for Preliminary Approval, Complaint, and Plaintiff's Notice of Motion and Motion for Attorney Fees, Reimbursement of Expenses, and Payment of Service Awards. The Settlement Website also allowed Class Members to electronically elect to receive their Settlement Share via PayPal, Venmo, virtual Mastercard, or physical check. A true and correct copy of the Long Form Notice is attached hereto as Exhibit D.

12. The Settlement Website also has a "Contact" page that provides an address, phone number, and email address for the Settlement Administrator.

13. As of April 28, 2023, the Settlement website has had 5,347 sessions and 9,008 page views.

14. On December 15, 2022, Angeion established the following toll-free line devoted to this case: 1-855-503-3331. The toll-free line utilizes an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions and information about filing a claim and important deadline dates. The toll-free line is accessible 24 hours a day, 7 days a week.

1 15. As of April 28, 2023, the toll-free number has received 98 calls, totaling approximately 546
2 minutes.

3 **PAYMENT METHOD ELECTION FORMS**

4 16. The deadline to submit a Payment Method Election Form was February 14, 2023. As of April
5 28, 2023, Angeion received approximately 779 Payment Method Election Forms.

6 **REQUESTS FOR EXCLUSION AND OBJECTIONS TO THE SETTLEMENT**

7 17. The deadline for Class Members to request exclusion from the Settlement was February 14,
8 2023. As of April 28, 2023, Angeion has not received any opt-out requests to the Settlement.

9 18. The deadline for Class Members to object to the Settlement was February 14, 2023. As of
10 April 3, 2023, Angeion has not been made aware of any objections to the Settlement.

11
12 I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

13
14 Dated: May 1, 2023

15 *Rebecca Taylor*

16 REBECCA L. TAYLOR

Exhibit A

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

SELTZER v. GEOFFREY H. PALMER, et al. Case No.
18STCV07828
SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

**If You Were a Tenant of
Defendants' Properties in the
State of California at any time
from December 10, 2014 to May
16, 2022 and You Paid One or
More Late Rental Fee(s), This
Class Action Settlement May
Affect Your Rights.**

www.GHPLateFeeSettlement.com

*The Court has authorized this Notice. This is not a
solicitation from a lawyer.*

**THIS NOTICE ADVISES YOU OF YOUR RIGHTS
AS A CLASS MEMBER.**

GHP Late Fee Settlement
Settlement Administrator
1650 Arch Street, Ste 2210
Philadelphia, PA 19103

Forwarding Service Requested

[BARCODE]

Postal Service: Please do not mark barcode

Notice ID: **XXXXXXX**

Confirmation Code: **XXXXXXX**

FIRST NAME LAST NAME

ADDRESS 1

ADDRESS 2

CITY, ST ZIP

A Settlement has been reached with Geoffrey H. Palmer, Geoffrey H. Palmer dba G.H. Palmer Associates, and GHP Management Corporation (collectively, "Defendants") in a class action lawsuit claiming that the Defendants have a policy and practice of collecting flat late fees of \$75 for rent payments received three or more days late that is in violation of California law. Defendants deny the allegations, and the Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, the parties have agreed to a Settlement to avoid the expense, delay, and risk of continued litigation. The Settlement will result in the creation of a \$1,750,000 Settlement Fund for the benefit of the Class. After making deductions for Settlement administration expenses, any Court-approved Service Payment to the Class Representative and Court-approved attorneys' fees and expenses to Class Counsel, the remaining net Settlement Fund will be used to satisfy payments to Class Members (called "Settlement Shares").

Who is included? You are a "Class Member" if you fall within the following Class definition: All tenants of Defendants' properties in the State of California from December 10, 2014, to May 16, 2022 who were signatories to a lease at the time one or more Late Fees were paid as a result of untimely rent payments for their unit. This is the definition of the Class that is being used by the Court to determine who is a member of the Class. Defendants' properties include the following properties in California: The Broadway Palace (North and South), Los Angeles, CA; Canyon County Villas, Santa Clarita, CA; Colony Townhomes, Santa Clarita, CA; The DaVinci, Los Angeles, CA; Diamond Park, Santa Clarita, CA; The Lorenzo, Los Angeles, CA; The Medici, Los Angeles, CA; The Orsini (I, II, III), Los Angeles, CA; Park Sierra, Santa Clarita, CA; Pasadena Park Place, Los Angeles, CA; Paseos Ontario, Ontario, CA; The Paseos at Montclair North, Montclair, CA; The Piero (I and II), Los Angeles, CA; Riverpark, Santa Clarita, CA; River Ranch Townhomes & Apartments, Santa Clarita, CA; Sand Canyon Ranch, Santa Clarita, CA; Sand Canyon Villas & Townhomes, Santa Clarita, CA; The Skyline Terrace, Los Angeles, CA; Summit at Warner Center, Woodland Hills, CA; The Terrace, Santa Clarita, CA; Upland Village Green, Upland, CA; The Village, Santa Clarita, CA; The Visconti, Los Angeles, CA.

What can you get? If the Settlement is approved by the Court and you do not exclude yourself, you will receive your Settlement Share. To elect the method to receive your Settlement Share, submit a Payment Method Election Form by **February 14, 2023**. It is not possible to know at this point exactly how much your Settlement Share payment will be, since the amount of payment will depend on factors that are not presently known. Payments to Class Members will be made only after the Court grants "final approval" to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient and check the website for updates. Physical checks will be valid for 60 days. If you do not cash your check, the funds will be returned to the Settlement Fund and redistributed to Class Members whose Initial Settlement Shares were successfully paid or negotiated. After this Second Distribution, any residual funds will go to the California State Controller's Office for Unclaimed Property.

Your options. If you do not want to be legally bound by the Settlement, you must exclude yourself from it by **February 14, 2023**. If you only received a re-mailed notice, you may submit a valid request for exclusion within 60 days of receipt. Unless you exclude yourself, you will not be able to sue or continue to sue the Defendants for any legal claim resolved by this Settlement and released by this Settlement Agreement. If you do not exclude yourself, you may object and notify the Court that you or your lawyer intends to appear at the Court's Final Fairness Hearing. Objections are due on **February 14, 2023**. More information, including the Settlement Agreement, is available at www.GHPLateFeeSettlement.com.

The Court's hearing. The Court will hold a hearing in this case (*Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828) at **10:30 a.m. on May 22, 2023** at Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. At this hearing, the Court will decide whether to approve: the Settlement, including the request for a Service Payment and attorneys' fees and expenses. You or your lawyer may appear at the hearing at your own expense. You may be heard at the Fairness Hearing regardless of whether you complied with any written objection procedures. As of April 4, 2022, Los Angeles Superior Court will no longer mandate masks, however they are strongly recommended inside the courthouse in alignment with LA County Public Health Guidance. The social distancing requirement was rescinded on June 28, 2021.

Getting more information. A Detailed Notice, the Settlement Agreement, other related documents, important dates and deadlines, and other information are available at www.GHPLateFeeSettlement.com. Information is also available by calling 1-855-503-3331 or by writing to the "GHP Late Fee Settlement Administrator" at 1650 Arch Street, Ste 2210, Philadelphia, PA 19103 or Info@GHPLateFeeSettlement.com.

For More Information Contact:

GHP Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

◆ Website: www.GHPLateFeeSettlement.com ◆ Email: Info@GHPLateFeeSettlement.com

Exhibit B

Send From Email: donotreply@GHPLateFeeSettlement.com

Subject: Notice of Proposed Late Fees Class Action Settlement

Send From Name: GHP Settlement Administrator

Notice ID: [NOTICE ID]

Confirmation Code: [CONFIRMATION CODE]

[NAME]

Seltzer v. Geoffrey H. Palmer, et al., Case No. 18STCV07828.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A Court has authorized this Notice. This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR RIGHTS—PLEASE READ IT CAREFULLY

A Settlement has been reached with Geoffrey H. Palmer, Geoffrey H. Palmer dba G.H. Palmer Associates, and GHP Management Corporation (collectively, “Defendants”) in a class action lawsuit claiming that the Defendants have a policy and practice of collecting flat late fees of \$75 for rent payments received three or more days late that is in violation of California law. Defendants deny the allegations, and the Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, the parties have agreed to a Settlement to avoid the expense, delay, and risk of continued litigation.

The Settlement will result in the creation of a \$1,750,000 Settlement Fund for the benefit of the Class. After making deductions for settlement administration expenses, any Court approved Service Payment to the Class Representative, and Court-approved attorneys’ fees and expenses to Class Counsel, the remaining net Settlement Fund will be used to satisfy payments to Class Members (called “Settlement Shares”).

Who is included?

You are a “Class Member” if you fall within the following Class definition:

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

This is the definition of the Class that is being used by the Court to determine who is a member of the Class. Defendants' properties include the following properties in California:

- The Broadway Palace (North and South), Los Angeles, California
- Canyon Country Villas, Santa Clarita, California
- Colony Townhomes, Santa Clarita, California
- The DaVinci, Los Angeles, California
- Diamond Park, Santa Clarita, California
- The Lorenzo, Los Angeles, California
- The Medici, Los Angeles, California
- The Orsini (I, II, and III), Los Angeles, California
- Park Sierra, Santa Clarita, California
- Pasadena Park Place, Los Angeles, California
- Paseos Ontario, Ontario, California
- The Paseos at Montclair North, Montclair, California
- The Piero (I and II), Los Angeles, California
- Riverpark, Santa Clarita, California
- River Ranch Townhomes & Apartments, Santa Clarita, California
- Sand Canyon Ranch, Santa Clarita, California
- Sand Canyon Villas & Townhomes, Santa Clarita, California
- The Skyline Terrace, Los Angeles, California
- Summit at Warner Center, Woodland Hills, California
- The Terrace, Santa Clarita, California
- Upland Village Green, Upland, California
- The Village, Santa Clarita, California
- The Visconti, Los Angeles, California

What can you get?

The Settlement provides a \$1,750,000 "Settlement Fund" for the benefit of the Class. After making deductions for settlement administration expenses (estimated to be \$77,754), any Court-approved Service Payment to the Class Representative (not to exceed \$5,000), and any Court-approved attorneys' fees and expenses (not to exceed \$583,333.33), the balance of the Settlement Fund (the "Net Settlement Fund") will be distributed to satisfy payments to Class Members.

If you Choose to Stay in the Class: If the Settlement is approved by the Court and you do not exclude yourself, you will receive an Initial Settlement Share. To elect the method to receive your Initial Settlement Share, and to be eligible for a possible Second Settlement Share, submit a Payment Method Election Form by **February 14, 2023**. It is not possible to know at this point

exactly how much your Settlement Share payment will be, since the amount of payment will depend on factors that are not presently known. Payments to Class Members will be made only after the Court grants “final approval” to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient and check the website for updates.

If You Choose Not to be a Member of the Class: You may Opt-Out. If you Opt-Out, you will not be bound by any judgment in this Action, nor will you be eligible to share in any recovery that might be obtained in this Action. You will keep any right you have to individually pursue any legal claims that you may have against the Defendants with respect to the claims asserted in this Action.

What are My Options?

<p>Do Nothing</p>	<p>If you are a Class Member and do nothing, you will receive an Initial Settlement Share by physical check to the last known address for you in Defendants’ records, if the Settlement is approved and becomes final. However, you will give up your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement. This check will be valid for 60 days. If you do not cash your check, the funds will be returned to the Settlement Fund and redistributed to Class Members whose Initial Settlement Shares were successfully paid or negotiated. After this Second Distribution, any residual funds will go to the California State Controller’s Office for Unclaimed Property.</p>
<p>Submit a Payment Method Election Form Deadline: February 14, 2023</p>	<p>If you are a Class Member, you may submit a Payment Method Election Form by February 14, 2023 electing the method to receive your Initial Settlement Share if the Settlement is approved and becomes final. Submitting a Payment Election Form will permit you to receive an electronic payment, should you choose. Submitting a Payment Election Form also will make you eligible for a potential Second Settlement Share, to be paid via the same method as the Initial Settlement Share, if sufficient funds remain in the Settlement Fund after payment of all Initial Settlement Shares. You will be bound by the Settlement and give up certain rights.</p>

<p>Exclude Yourself (Opt-Out) from the Settlement</p> <p>Deadline: February 14, 2023</p>	<p>If you do not want to be included in the Settlement or receive a payment from it, you can Opt-Out of the Settlement by submitting a valid written request for exclusion to the Settlement Administrator. If you Opt Out of the Settlement you will keep your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement. If you only received a re-mailed notice, you may submit a valid request for exclusion within 60 days of receipt.</p>
<p>Object to the Settlement</p> <p>Deadline: February 14, 2023</p>	<p>If you stay in the Settlement (do not opt-out) you may object to it or any of its terms by writing to the attorneys for the parties and the Settlement Administrator. If you object you will automatically receive the benefits from this Settlement if it is approved and becomes final and you will give up your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement. If you only received a re-mailed notice, you may submit a valid written objection within 60 days of receipt.</p>
<p>Go to a Hearing</p> <p>May 22, 2023 at 10:30 A.M.</p>	<p>You may attend and ask to speak at a hearing on the fairness of the Settlement. You may be heard at the Fairness Hearing regardless of whether you complied with any written objection procedures. As of April 4, 2022, Los Angeles Superior Court will no longer mandate masks, however they are strongly recommended inside the courthouse in alignment with LA County Public Health Guidance. The social distancing requirement was rescinded on June 28, 2021.</p>

The Court's Hearing

The Court will hold a hearing in this case (*Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828) at **10:30 a.m. on May 22, 2023** at Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. At this hearing, the Court will decide whether to approve the Settlement, including the request for a Service Payment and attorneys' fees and expenses. You or your lawyer may appear at the hearing at your own expense.

What if I Need More Information?

A Detailed Notice, the Settlement Agreement, other related documents, important dates and deadlines, and other information are available at www.GHPLateFeeSettlement.com. Information is also available by calling 1-855-503-3331 or by writing to the “GHP Late Fee Settlement Administrator” at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or Info@GHPLateFeeSettlement.com.

Complete copies of the Court’s orders and all other documents filed in this Action may be examined and copied at any time during regular office hours at the offices of the Clerk of the Court, Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012.

If you received notice of the action by the postal service at an address that is not current, you should immediately contact the Administrator by sending an email to Info@GHPLateFeeSettlement.com and provide them with your correct address. If the Administrator does not have your correct address, you may not receive notice of important developments in this Action.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE DEFENDANTS FOR INFORMATION OR ADVICE

PLEASE NOTE THAT THE COURT AND THEIR EMPLOYEES AND TELEPHONE REPRESENTATIVES ARE NOT AUTHORIZED TO PROVIDE ANY INFORMATION RELATING TO THE SETTLEMENT, THIS NOTICE, OR ANY CLAIMS YOU MAY HAVE. IF YOU HAVE QUESTIONS CONCERNING ANY MATTER RAISED IN THIS NOTICE, PLEASE CONTACT THE GHP LATE FEE SETTLEMENT ADMINISTRATOR IDENTIFIED ABOVE.

Exhibit C

This electronic tearsheet confirms the ad appeared in the Los Angeles Times on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

One group has much to fear from virus

[COVID, from A1]
be wearing masks and maintaining a safe distance from their 46-year-old father.

"I'm not normal; this is all abnormal," Santos said from his hospital bed at Cedars-Sinai Medical Center in Los Angeles. His children "are ready for the pandemic to be over — hanging out with friends, going out, taking kickboxing classes," he said. But they've met him halfway, getting vaccinated and wearing masks to protect their dad, whose disease has left his immune system unable to safeguard him from COVID-19's deadliest ravages.

If only everyone in his life were willing to do the same.

Almost three years into the pandemic, many Americans have decided that the health emergency is over. In late October, when the polling organization Morning Consult gauged Americans' concern over COVID-19, only 11% said they considered it a "severe health risk" within their communities.

But for patients whose immunity is weakened or destroyed by medicines or disease, "it's not over," said Dr. Akil Merchant, an oncologist who oversees Santos' care at Cedars-Sinai.

For these Americans, the pandemic has taken a turn for the worse.

The Omicron strain that is generally considered mild has dealt a significant blow to people with compromised immune systems. Two therapies that have been a mainstay of protection for these patients are no longer believed to be effective against two of the most dominant subvariants, BQ.1 and BQ.1.1. That leaves them with only two effective medications should they get sick.

That, in turn, puts them at the mercy of those around them as COVID-19 cases and deaths are ticking upward, mask use is falling, and updated booster shots are going unclaimed.



MICHELLE SANTOS

GIANCARLO SANTOS has a weakened immune system and says that getting vaccinated and wearing a mask are "an act of kindness" to people like him.

In a world that has moved on from precautions, "they're on their own," said UCLA infectious disease specialist Dr. Otto Yang.

That's not entirely new: Influenza and respiratory syncytial virus have long put these patients in peril as well, but Americans have never been asked to don masks or get vaccinated to help protect them against the viruses that cause those diseases.

Getting Americans to forfeit their perceived freedoms to protect the vulnerable has always been a big ask, said Johns Hopkins University bioethicist Jeffrey Kahn.

"We're more oriented toward individual rights," he said.

But even if there were broad support for collective measures to protect the immunocompromised, the coronavirus itself hasn't cooperated, Kahn noted.

At the start of the pandemic, for instance, near-universal vaccination was

touted as a way to protect the medically fragile by surrounding them entirely with immune people. That goal of creating "herd immunity," however, has been put out of reach by a virus that continues to undermine vaccines' protection.

"We find ourselves in a particular moment where the virus and the politics of the time have conspired to make it even harder" to convince Americans they should make sacrifices for the sake of others, Kahn said.

People with impaired immune systems typically don't produce a lot of antibodies after getting COVID-19 vaccines, which makes it easier for the coronavirus to sneak past one of

the body's first lines of defenses. Many immunocompromised patients also lack a robust army of B-cells, a second line of defense that blunts infection once a virus has established itself in the body.

The result: Even when they've been vaccinated, they're more vulnerable to infection than their healthy peers.

And once infected, they're more likely to become severely ill or die.

A two-year study found that across 10 states, people with compromised immune systems were overrepresented among hospitalized COVID-19 patients by a factor of four. Even when vaccinated, these hospitalized patients were 40% more likely to require intensive care than fellow patients with healthy immune systems, and 87% more likely to die.

Transplant patients, who take powerful medications to prevent their immune systems from rejecting their new organs, have endured especially extreme peril. In the pandemic's first 20 months, a study found that they died of COVID-19 at rates four times (for liver transplant recipients) to seven times (for kidney recipients) higher than the U.S. adult population as a whole.

The source and severity of these patients' immune impairments vary widely, so they're easy to miss as a group. But they're all around us.

Almost 3% of Americans — roughly 7.2 million adults — have immune systems that have been deliberately suppressed to ready them for cancer treatment, to prevent rejection of an organ transplant, to treat autoimmune diseases such as lupus and rheumatoid arthritis, or to tamp down dangerous levels of inflammation.

Then there are the more than half-million patients such as Santos, who has a malignancy of the blood or lymph nodes that cripples a vital line of defense against

infection. An additional 400,000 Americans with advanced or untreated HIV have T-cell depletion that can profoundly compromise their immune function.

The immunocompromised are people such as 55-year-old Louise Lerminiaux of Thousand Oaks, an advocate for transplant patients who has spent the pandemic zealously protecting herself and the kidney she was gifted 14 years ago. She shops for groceries at 7 a.m. when traffic is light, goes to movies in the afternoon to avoid crowds, and dons full protective gear when traveling to organ-transplant conferences.

Lerminiaux is never without a mask, and while she wishes others would keep wearing them as well, she knows her protection is in her own hands now.

"There is eye-rolling, for sure" when she wipes down surfaces on airplanes, she said. There are friends she's let go because they won't get vaccinated. She has seen what it's like to be near death, she said, and "my life is more important."

The thoughtlessness of fellow Americans has made life harder for Cindi Hilfman, too. A kidney transplant patient who lives in Topanga, Hilfman, 56, said a man sneered at the face covering she wore when she traveled to Iowa for a funeral in the summer.

"You're clearly not from around here," he said to her. "You *know* they don't work, right?"

Hilfman knows that they do work, and that she can't count on others for protection.

"I do see myself wearing my mask for years," Hilfman said. "I'm not giving up that mask."

For Santos, who coordinated hospital volunteers until he became ill, a weakened immune system has been a creeping threat.

After being diagnosed in 2016 with follicular lymphoma, he was treated with chemotherapy and appeared to be in remission for five years.

A bout of back pain in the early days of the pandemic was the first sign that his cancer roared back as diffuse large B-cell lymphoma. Chemotherapy and a stem-cell transplant failed to produce a second remission, and in his weakened immune state, he developed a dangerous case of pneumocystis pneumonia.

Now awaiting a new type of cancer immunotherapy treatment, Santos said he has another chance at life. It's a gift he must protect, even if it means missing Christmas celebrations that remind him of his childhood home in the Philippines and asking his kids to hold off on a full return to normal life, he said.

Long before the pandemic arrived, medical professionals who work with immunocompromised patients had counseled them to balance their own protection with their need for normality. But at this precarious stage of the pandemic, the first part of that equation must take precedence, experts say.

That will be more difficult given the dimming effectiveness of two key COVID-19 medications. The preventive

drug Evusheld has been a potent adjunct to vaccine in protecting against infection, while the monoclonal antibody bebtelovimab has been used to treat mild or moderate COVID-19 in people who are at risk of becoming severely ill.

Thanks to the emergence of new coronavirus variants, Harvard infectious disease specialist Dr. Jacob Lemiex puts Evusheld's effectiveness at less than 25% "and dropping." He assesses bebtelovimab's ability to block disease progression to be 35% at best, and diminishing fast.

The antiviral Paxlovid, meanwhile, is of limited use to these patients because it can't be safely taken alongside medications that are widely prescribed to immunocompromised patients.

As these pharmaceutical defenses against COVID-19 peel away, "it's going to be tough times ahead" for people with weakened immune systems, said Dr. Camille Kotton, who specializes in treating people with immune impairment at Massachusetts General Hospital. Her patients aren't immune to pandemic fatigue either, and she worries that many have let down their guard.

"At some point for them too, there's a need to get on with life," Kotton said.

And many Americans with weak immune systems haven't taken full advantage of the armor that is available to them.

At Cedars-Sinai, Merchant is collaborating on a study of 1,000 patients who are severely immunocompromised. They "represent the whole spectrum" of COVID-19 beliefs, and their levels of protection reflect that, he said.

Roughly 10% of them have yet to receive a single dose of COVID-19 vaccine, and 25% have never received a booster shot.

Fewer than 10% have received the newest booster, which is designed to target the Omicron strain.

"It's actually shocking how few of our patients are getting boosted," Merchant said.

Santos knows that any Christmas party involving his friends and family will include a handful of vaccine skeptics and COVID-19 deniers who've taken no steps to protect themselves or others.

But with Americans racing to move on, he said another holiday season with face coverings and frequent coronavirus testing feels like too much to ask.

Defending COVID-19 safety measures "can ruin relationships," Santos said. He tries to be respectful, he said, and his unprotected friends and family have honored his need to keep them at bay.

But he had hoped for a bit more empathy than that.

Getting vaccinated and sometimes wearing a mask are "an act of kindness, especially to those who are immunocompromised," Santos said.

About this series: This is the fourth in a series of occasional stories about the transition out of the COVID-19 pandemic and how life in the U.S. will be changed in its wake.

MARKET ROUNDUP

Stocks retreat further as Treasury yields advance

ASSOCIATED PRESS

Wall Street started off the week with more losses for stocks Monday, as investors brace for higher interest rates from central banks to fight inflation.

The Standard & Poor's 500 index fell 0.9%, with most of the sectors in the benchmark index closing in the red. The Dow Jones industrial average fell 0.5% and the Nasdaq composite lost 1.5%. Small-company stocks also fell, pulling the Russell 2000 lower by 1.4%.

The latest wave of selling extends the major indexes' losing streak to a fifth day. Each index has posted a weekly loss for the last two weeks.

Markets have been slumping as hopes for a gentler Federal Reserve vanish amid stubbornly hot inflation. The central bank last week raised its forecast of how long interest rates have to stay elevated to cool inflation that has been hurting businesses and threatening spending. The European Central Bank also warned that more rate hikes are coming.

Communication services stocks, technology companies and retailers were among the biggest losers Monday. Disney slid 4.8%, Microsoft fell 1.7% and Home Depot dropped 1.9%.

Facebook's parent company, Meta Platforms, fell 4.1% after the European Union accused the company of breaching antitrust rules by distorting competition in the online classified ad business.

U.S. crude oil prices rose

1.2%. That helped boost some energy stocks. Marathon Petroleum gained 1.2%.

All told, the S&P 500 fell 34.70 points to 3,817.66. The index is down about 20% this year with less than two weeks left in 2022.

The Dow dropped 162.92 points to 32,757.54, while the Nasdaq fell 159.38 points to 10,546.03. The Russell 2000 gave up 24.84 points to close at 1,738.58.

European markets mostly rose, while Asian markets fell overnight.

Treasury yields gained ground. The yield on the 10-year Treasury, which influences mortgage rates, rose to 3.59% from 3.49% late Friday.

Investors have several economic reports to review this week as they try to determine the continuing path of inflation.

The National Assn. of Realtors delivers its November tally of U.S. home sales Wednesday. Home sales have been falling, but prices in the housing market have remained strong.

The Conference Board will release its consumer confidence report for December on Wednesday. Consumer confidence and spending also have been strong areas of the economy, but inflation is starting to put a tighter squeeze on consumers.

The government will release a closely watched monthly snapshot of consumer spending Friday, the personal consumption expenditure price index for November. The report is monitored by the Fed as a barometer of inflation.

The Fed ended its final

Major stock indexes

Index	Close	Daily change	Daily % change	YTD % change
Dow industrials	32,757.54	-162.92	-0.49	-9.85
S&P 500	3,817.66	-34.70	-0.90	-19.90
Nasdaq composite	10,546.03	-159.38	-1.49	-32.59
S&P 400	2,388.48	-28.03	-1.16	-15.96
Russell 2000	1,738.58	-24.84	-1.41	-22.57
EuroStoxx 50	3,813.75	+9.78	+0.26	-0.12
Nikkei (Japan)	27,237.64	-289.48	-1.05	-5.40
Hang Seng (Hong Kong)	19,352.81	-97.86	-0.50	-17.29

Associated Press

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LEGAL NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SELTZER v. GEOFFREY H. PALMER, et al. Case No. 18STCV07828
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

If You Were a Tenant of Defendants' Properties in the State of California at any time from December 10, 2014 to May 16, 2022 and You Paid One or More Late Rental Fees(s), This Class Action Settlement May Affect Your Rights.

The Court has authorized this Notice. This is not a solicitation from a lawyer.

THIS NOTICE ADVISES YOU OF YOUR RIGHTS AS A CLASS MEMBER.

A Settlement has been reached with Geoffrey H. Palmer, Geoffrey H. Palmer dBA G.H. Palmer Associates, and GHP Management Corporation (collectively, "Defendants") in a class action lawsuit claiming that the Defendants have a policy and practice of collecting flat late fees of \$75 for rent payments received three or more days late that is in violation of California law. Defendants deny the allegations, and the Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, the parties have agreed to a Settlement to avoid the expense, delay, and risk of continued litigation. The Settlement will result in the creation of a \$1,750,000 Settlement Fund for the benefit of the Class. After deducting Settlement administration expenses, the Service Payment to the Class Representative and attorneys' fees and expenses to Class Counsel, the remaining net Settlement Fund will be used to satisfy payments to Class Members (called "Settlement Shares").

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What can you get? If the Settlement is approved by the Court and you do not exclude yourself, you will receive your Settlement Share. To elect the method to receive your Settlement Share, submit a Payment Method Election Form by February 14, 2023. It is not possible to know at this point exactly how much your Settlement Share payment will be, since the amount of payment will depend on factors that are not presently known. Payments to Class Members will be made only after the Court grants "final approval" to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient and check the website for updates.

Your options. If you do not want to be legally bound by the Settlement, you must exclude yourself from it by February 14, 2023. If you only received a re-mailed notice, you may submit a valid request for exclusion within 60 days of receipt. Unless you exclude yourself, you will not be able to sue or continue to sue the Defendants for any legal claim resolved by this Settlement and released by this Settlement Agreement. If you do not exclude yourself, you may object and notify the Court that you or your lawyer intends to appear at the Court's Final Fairness Hearing. Objections are due on February 14, 2023. More information, including the Settlement Agreement, is available at www.GHPLateFeeSettlement.com.

The Court's hearing. The Court will hold a hearing in this case (Seltzer v. Geoffrey H. Palmer, et al., Case No. 18STCV07828) at 10:30 a.m. on May 22, 2023 at Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. At this hearing, the Court will decide whether to approve: the Settlement, including the request for a Service Payment and attorneys' fees and expenses. You or your lawyer may appear at the hearing at your own expense. You may be heard at the Fairness Hearing regardless of whether you complied with any written objection procedures.

Getting more information. A Detailed Notice, the Settlement Agreement, other related documents, important dates and deadlines, and other information are available at www.GHPLateFeeSettlement.com. Information is also available by calling 1-855-503-3331 or by writing to GHP Late Fee Settlement Administrator, 1650 Arch Street, Ste 2210, Philadelphia, PA 19103 or Info@GHPLateFeeSettlement.com.

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Southwest cancellations create chaos at airports

[Southwest, from A1]
Based on FlightAware data, LAX suffered 77 cancellations, or 9% of all its Southwest flights, and 125 delays. But it fared better than other airports across the country, including those in Sacramento, San Jose, Denver, Las Vegas and Atlanta. Sacramento saw 45% of its flights canceled, and San Jose 29%.
The U.S. Department of Transportation said Monday afternoon that it was “concerned by Southwest’s unacceptable rate of cancellations and delays,” as well as reports of a “lack of prompt customer service.”
“The Department will examine whether cancellations were controllable and if Southwest is complying with its customer service plan,” the agency said in a tweet.
As departure screens in airports across the country lighted up with delays and cancellations, travelers looked around for other ways to reach their family and friends. Some scrambled for rental cars, opting to make long drives instead of waiting it out at the airport.
What was supposed to be an hour-and-a-half flight from Sacramento to Los Angeles on Monday for Matt Grippi turned into a six-hour drive. He was rushing to make an international flight scheduled for Tuesday and didn’t trust Southwest to get him to LAX in time.
His only options were layovers as long as 26 hours costing thousands of dollars, he said.
“Every single possible flight that I could’ve taken today to get home was canceled,” Grippi said. “Communication from Southwest has been horrendous. Not sure I can ever trust them again.”
Monday’s cancellations follow days of other travel disruptions from a nearly unprecedented weather event that stretched from the Great Lakes to the Rio Grande. About 60% of the U.S. population faced some sort of winter weather advisory or warning, and temperatures plummeted drastically below normal from east of the Rocky Mountains to the Appalachians. Nationwide, the storm was blamed for at least 50 deaths.
Travelers’ weather woes are likely to continue, with hundreds of flight cancellations already and more expected after a “bomb cyclone” — when atmospheric pressure drops very quickly in a strong storm — stirred up blizzard conditions, including heavy winds and snow.
In a statement Monday, Southwest Airlines pointed to “extreme winter weather” across the country and called the disruptions “unacceptable.”
The Dallas-based airline said that it was “fully staffed and prepared” for the holiday weekend, but that “operational conditions” caused by the inclement weather sweeping most of the country “forced daily changes to our flight schedule at a volume and magnitude that still has the tools our teams use to recover the airline operating at capacity.”
The company said it was working to reposition flight crews in order to “return to normal reliability” but signaled that flights could continue to see changes through the New Year’s holiday.
“On the other side of this, we’ll work to make things right for those we’ve let down, including our employees,” Southwest said.
But the president of the union that represents the company’s flight attendants told the Dallas Morning News that the “complete and utter chaos” wasn’t due to a lack of staffing, but rather to Southwest’s “archaic, outdated systems.”
On Sunday, Southwest Chief Executive Bob Jordan told company employees in a message that it might take a few more days to get back on track, the Wall Street Journal reported.
As the delays and cancellations piled up, call times to the airline’s customer service lines were on average more than two hours, with some callers having to wait as long as four hours to speak with a representative, the company said.
A TikTok user’s post showed a video of a terminal at San Diego International Airport teeming with passengers waiting to speak with Southwest representatives. The caption read, “San Diego Airport is WILDDD. 8 hour line to speak to Southwest attendants.”
Randy Silver, 29, said he recorded the video on Christmas Day, after arriving from Sacramento, where he had spent the holidays with his girlfriend’s family. Fortunately, he said, his flight was delayed for only about 20 minutes leaving Sacramento. But upon arriving in San Diego, he and the other passengers were forced to sit on the tarmac for about an hour because no gates were available.
He said he was shocked by the delicious scene that awaited him once he got off the plane, saying he had never seen San Diego airport that busy before.
“You could definitely tell people who were standing in the line waiting to talk to flight attendants were annoyed, frustrated, stressed, disappointed with what was happening,” said Silver, who flies frequently for his job in tech sales.
And while he recognized that other travelers had a much harder time than he did, he said he also understood why some airlines were declining to fly if it wasn’t safe to do so.
“It’s really unfortunate [that] a once-in-a-generation type of storm happened to hit during the biggest travel day of the year,” he said. “As much as people want to be with family and friends, I’d always want to err on the side of safety and caution.”
All Southwest Airlines flights out of San Diego were canceled late Monday afternoon. The majority of all Southwest Airlines flights scheduled to arrive in San Diego, with the exception of one plane coming from Honolulu, were also canceled, according to the San Diego International Airport’s website.
Including Southwest and all other airlines, there were at least 90 canceled flights and at least 51 delayed flights Monday at San Diego International Airport, representing about 42% of all flights on the busy travel day, according to FlightAware.
Maya Polon was one of the few Southwest customers to make it out of the Hollywood Burbank Airport on Monday after her original flight on Sunday was canceled twice. She spent three hours at the airport trying to get a new flight after the Southwest website and app failed.
“The only way to get rebooked was to go to the airport and speak to a human,” said Polon, 28.
Meanwhile, her mother, Emily Payne, was on hold with Southwest for four hours, trying to help her. Polon successfully got a flight back to Sacramento by 2 p.m., but some of her fellow hopeful passengers were told they would not get a flight home until at least Wednesday, she said.
Polon said at the scene people were angry, and police got involved in an altercation between one passenger and Southwest staff.

The Associated Press and the San Diego Union-Tribune contributed to this report.



DAVID ZALUBOWSKI Associated Press
TRAVELERS stand in line to reach the check-in counters for Southwest Airlines on Friday at Denver International Airport. A historic winter storm is expected to continue disrupting flights across the country.

Spending bill aids retirement saving — and the financial sector

Investment service firms will benefit from Secure 2.0 provisions aimed at shoring up workers’ nest eggs.

By FATIMA HUSSEIN

A section of the \$1.7-trillion spending bill passed Friday has been billed as a dramatic step toward shoring up retirement accounts of millions of U.S. workers. But the real windfall may go to a far more secure group: the financial services industry.
The retirement savings measure labeled Secure 2.0 would reset how people enroll in retirement plans — from requiring them to opt into plans, to requiring them to opt out. The provision is designed to ensure greater participation.
It also allows workers to use their student loan payments as a substitute for their contributions to retirement plans — meaning they can get matching retirement contributions from their employers by paying off that debt — increases the age for required distributions from plans and expands a tax-deductible saver’s credit.
But as with so many far-reaching spending bills that get little public consideration, provisions of the legislation also benefit corporate interests with a strong financial interest in the outcome.
“Some of these provisions are good and we want to help people who want to save — but this is a huge boon to the financial services industry,” said Monique Morrissey, an economist at the liberal Economic Policy Institute in Washington.
Daniel Halperin, a Harvard law professor who specializes in tax policy and retirement savings, said one of the most clear benefits to industry is the provision that gradually increases the age for mandatory distributions from 72 to 75. “The goal is to leave that money there for as long as possible,” in order to collect administrative fees, he said. “For people who have \$5 [million] to \$7 [million] to \$10 million saved, firms keep collecting fees. It’s crazy to allow them to leave it there.”
Companies like BlackRock Funds Services Group, Prudential Financial and Pacific Life Insurance and business lobbying groups such as the Business Roundtable and American Council of Life Insurers are only some of the entities that lobbied lawmakers on Secure 2.0, Senate lobbying disclosures show.
Katherine DeBerry, a representative of Prudential, said the firm applauds the passage of Secure 2.0, stating that it “will help ensure employees’ retirement savings last a lifetime.”
A representative of BlackRock declined to comment, and Pacific Life, the Business Roundtable and the American Council of Life Insurers did not respond to Associated Press requests for comment.
Retiring Sen. Rob Portman (R-Ohio) and Sen. Benjamin L. Cardin (D-Md.) had been ushering Secure 2.0 through the massive spending bill known as an omnibus. Nearly half of the 92 provisions in Secure 2.0 come, in full or part, from Cardin-Portman legislation that was approved unanimously by the Senate Finance Committee in the summer.
“Senator Cardin is proud of his role producing a balanced package that is supported by business, labor and consumer groups,” Cardin spokesperson Sue Walitsky said in a statement. “It protects and encourages retirement savings among the most vulnerable, particularly lower-income individuals.”
Mollie Timmons, a spokesperson for Portman, said the provisions of Secure 2.0 will “help part-time workers and help more small businesses offer retirement plans to their workers, which is where most lower-income workers are employed.”
Both lawmakers’ campaigns have received large contributions from firms tied to the retirement industry, according to OpenSe-

crets — with Cardin receiving \$329,271 from the securities and investment industry from 2017 to 2022 and Portman receiving \$515,996 from the same industries in the same period.
There are good provisions in the legislation for average Americans, experts say, such as the creation of employer emergency savings accounts alongside retirement accounts. The new accounts let workers create tax-protected rainy day funds. The legislation also expands the saver’s credit, which provides a 50% tax credit on savings up to \$2,000, which will be deposited directly into a taxpayer’s IRA or retirement plan.
Morrissey and other retirement experts also say the provisions are a reminder of the need to shore up Social Security — the social program that benefits more than 70 million recipients — retirees, disabled people and children. The annual Social Security and Medicare trustees report released in June says the program’s trust fund will be unable to pay full benefits beginning in 2035.
For many Americans, Social Security — financed by payroll taxes collected from workers and their employers — is their only means of retirement savings.
In the sweeping spending package passed Friday, lawmakers authorized roughly half of the \$1.4-billion spending increase proposed by the Biden administration for Social Security.
“Funding for the Social Security Administration has steadily eroded over the past decade, while the number of people it serves has grown,” said Nancy LeaMond, AARP executive vice president. “This has resulted in longer wait times ... and disability processing times that have skyrocketed to an all-time high.”
“More must be done,” she said.
In a Pew Research Center poll in January, 57% of U.S. adults said that “taking

steps to make the Social Security system financially sound” should be a top priority for the president and Congress. Securing Social Security had bipartisan support, with 56% of Democrats and 58% of Republicans calling it a top priority.
Nancy Altman, co-director of Social Security Works, an advocacy group, said Congress should be adequately funding Social Security if “the goal was to really help middle-income families.”
Still, the latest legislation is a small step meant to assist the millions of Americans who haven’t saved for retirement.
U.S. census data show that roughly half of Americans are saving for their retirement. In 2020, 58% of working-age baby boomers owned at least one type of retirement account, followed by 56% of Gen Xers, 49% of millennials and 77% of Gen Z-ers.

Olivia Mitchell, a Wharton School economist who specializes in retirement savings, says the results of Secure 2.0’s passage may be felt most by workers at companies that match their employees’ contributions.
She said research suggests that auto-enrollment can boost retirement plan coverage initially but participation may fall over time.
Mitchell studied the first state-based plan of its kind, OregonSaves, which auto-enrolled workers whose firms did not have retirement savings plans. She found that only 36% of workers had a positive balance after one year. Less than half of those in the plan were still contributing after a year.
“Low-paid workers who change jobs often are a difficult target to reach via retirement saving plans,” she said.

Hussein writes for the Associated Press.

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LEGAL NOTICE

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What can you get? If the Settlement is approved by the Court and you do not exclude yourself, you will receive your Settlement Share. To elect the method to receive your Settlement Share, submit a Payment Method Election Form by February 14, 2023. It is not possible to know at this point exactly how much your Settlement Share payment will be, since the amount of payment will depend on factors that are not presently known. Payments to Class Members will be made only after the Court grants “final approval” to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient and check the website for updates.

Your options. If you do not want to be legally bound by the Settlement, you must exclude yourself from it by February 14, 2023. If you only received a re-mailed notice, you may submit a valid request for exclusion within 60 days of receipt. Unless you exclude yourself, you will not be able to sue or continue to sue the Defendants for any legal claim resolved by this Settlement and released by this Settlement Agreement. If you do not exclude yourself, you may object and notify the Court that you or your lawyer intends to appear at the Court’s Final Fairness Hearing. Objections are due on February 14, 2023. More information, including the Settlement Agreement, is available at www.GHPLateFeeSettlement.com.

The Court’s hearing. The Court will hold a hearing in this case (Seltzer v. Geoffrey H. Palmer, et al., Case No. 18STCV07828) at 10:30 a.m. on May 22, 2023 at Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. At this hearing, the Court will decide whether to approve the Settlement, including the request for a Service Payment and attorneys’ fees and expenses. You or your lawyer may appear at the hearing at your own expense. You may be heard at the Fairness Hearing regardless of whether you complied with any written objection procedures.

Getting more information. A Detailed Notice, the Settlement Agreement, other related documents, important dates and deadlines, and other information are available at www.GHPLateFeeSettlement.com. Information is also available by calling 1-855-503-3331 or by writing to GHP Late Fee Settlement Administrator, 1650 Arch Street, Ste 2210, Philadelphia, PA 19103 or Info@GHPLateFeeSettlement.com.

Exhibit D

If You Were a Tenant of Defendants' Properties in the State of California at any time from December 10, 2014 to May 16, 2022 and You Paid One or More Late Rental Fee(s), This Class Action Settlement May Affect Your Rights.

A court authorized this Class Notice. This is not a solicitation from a lawyer.

Si desea obtener un aviso/una notificación en español, visite el sitio web del acuerdo en www.GHPLateFeeSettlement.com, o comuníquese con el Administrador de acuerdo, llama 1-855-503-3331.

- A Settlement has been reached with Geoffrey H. Palmer, Geoffrey H. Palmer dba G.H. Palmer Associates, and GHP Management Corporation (collectively, "Defendants") in a class action lawsuit claiming that the Defendants have a policy and practice of collecting flat late fees of \$75 for rent payments received three or more days late that is in violation of California law. Defendants deny the allegations, and the Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, the parties have agreed to a Settlement to avoid the expense, delay, and risk of continued litigation.
- The Settlement will result in the creation of a \$1,750,000 Settlement Fund for the benefit of the Class. After making deductions for settlement administration expenses, any court approved service payment to the Class Representative and court approved attorneys' fees and expenses to Class Counsel, the remaining net Settlement Fund will be used to satisfy payments to Class Members (called "Settlement Shares").
- You are a "Class Member" and are eligible for relief from the Settlement Fund if you fall within the following Class definition:

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

This is the definition of the Class that is being used by the Court to determine who is a member of the Class. Defendants' properties include the following properties in California: The Broadway Palace (North and South), Los Angeles, CA; Canyon County Villas, Santa Clarita, CA; Colony Townhomes, Santa Clarita, CA; The DaVinci, Los Angeles, CA; Diamond Park, Santa Clarita, CA; The Lorenzo, Los Angeles, CA; The Medici, Los Angeles, CA; The Orsini (I, II, III), Los Angeles, CA; Park Sierra, Santa Clarita, CA; Pasadena Park Place, Los Angeles, CA; Paseos Ontario, Ontario, CA; The Paseos at Montclair North, Montclair, CA; The Piero (I and II), Los Angeles, CA; Riverpark, Santa Clarita, CA; River Ranch Townhomes & Apartments, Santa Clarita, CA; Sand Canyon Ranch, Santa Clarita, CA; Sand Canyon Villas & Townhomes, Santa Clarita, CA; The Skyline Terrace, Los Angeles, CA; Summit at Warner Center, Woodland Hills, CA; The Terrace, Santa Clarita, CA; Upland Village Green, Upland, CA; The Village, Santa Clarita, CA; The Visconti, Los Angeles, CA.

READ THIS NOTICE CAREFULLY BECAUSE YOUR LEGAL RIGHTS MAY BE AFFECTED.

SUMMARY OF YOUR OPTIONS	
DO NOTHING	If you are a Class Member and do nothing, you will receive an Initial Settlement Share by physical check to the last known address for you in Defendants' records, if the Settlement is approved and becomes final. However, you will give up your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement. This check will be valid for 60 days. If you do not cash your check, the funds will be returned to the Settlement Fund and redistributed to Class Members whose Initial Settlement Shares were successfully paid or negotiated. After this Second Distribution, any residual funds will go to the California State Controller's Office for Unclaimed Property.

SUBMIT A PAYMENT METHOD ELECTION FORM	<p>If you are a Class Member, you may submit a Payment Method Election Form by February 14, 2023 electing the method to receive your Initial Settlement Share if the Settlement is approved and becomes final. Submitting a Payment Election Form also will make you eligible for a potential Second Settlement Share, to be paid via the same method as the Initial Settlement Share, if sufficient funds remain in the Settlement Fund after payment of all Initial Settlement Shares. If you do not fill out a Payment Election Form you will automatically receive your share of the Settlement Fund via mailed check, and you will not be eligible for a Second Settlement Share. You will be bound by the Settlement and give up certain rights.</p>
EXCLUDE YOURSELF (OPT OUT) FROM THE SETTLEMENT DEADLINE: FEBRUARY 14, 2023	<p>If you do not want to be included in the Settlement or receive a payment from it, you can Opt Out of the Settlement by submitting a valid written request for exclusion to the Settlement Administrator. If you Opt Out of the Settlement you will keep your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement.</p>
OBJECT TO THE SETTLEMENT DEADLINE: FEBRUARY 14, 2023	<p>If you stay in the Settlement (do not opt out) you may object to it or any of its terms by writing to the attorneys for the parties and the Settlement Administrator. If you object, you will automatically receive the benefits from this Settlement if it is approved and becomes final and you will give up your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement.</p>
GO TO A HEARING DATE: MAY 22, 2023, 10:30 A.M.	<p>You may attend and ask to speak at a hearing on the fairness of the Settlement. You may be heard at the Fairness Hearing regardless of whether you complied with any written objection procedures. As of April 4, 2022, Los Angeles Superior Court will no longer mandate masks, however they are strongly recommended inside the courthouse in alignment with LA County Public Health Guidance. The social distancing requirement was rescinded on June 28, 2021.</p>

- The Court supervising this case has granted Preliminary Approval to the Settlement, but must still decide whether to grant Final Approval before any payments are made. The Fairness Hearing to decide whether to grant Final Approval of the Settlement will take place on **May 22, 2023 at 10:30 A.M.**

WHAT THIS CLASS NOTICE CONTAINS

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BASIC INFORMATION

1. Why Was This Notice Issued?

The Court issued this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, including the Settlement benefits, and about all of your options under the Settlement, before the Court decides whether to grant Final Approval of the Settlement.

The person who filed this class action is called the “Plaintiff” and Geoffrey H. Palmer, Geoffrey H. Palmer dba G.H. Palmer Associates, and GHP Management Corporation are the “Defendants.” The Plaintiff filed the class action lawsuit in the Superior Court of California, for the County of Los Angeles. The lawsuit is called *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828.

2. What Is This Lawsuit About?

The lawsuit alleges that the Defendants have a policy and practice of collecting flat late fees of \$75 for rent payments received three or more days late that is in violation of California law. The Plaintiff contends that because this amount was not arrived at after a reasonable attempt to analyze the actual cost of late payment, these amounts constitute unlawful penalties and were not lawfully received by Defendants. The Defendants contend that the lawsuit is without merit and that Defendants’ late fee policies are lawful. The Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, the parties have agreed to a Settlement to avoid the expense, delay, and risk of continued litigation.

More information can be found at www.GHPLateFeeSettlement.com, by calling **1-855-503-3331**, or by writing to Class Counsel, whose addresses may be found below in Paragraph 11.

3. Why Is This A Class Action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and all other persons or entities with similar claims. All of these persons or entities together are called a “Class” or “Class Members.” The Court appointed the Plaintiff, Heath Seltzer, as the Class Representative for purposes of this Settlement.

4. Why Is There A Settlement?

The Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, both sides agreed to a Settlement. The Class Representative and the attorneys that have been appointed by the Court to represent the Class believe that the Settlement is in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How Do I Know If I Am Part Of The Settlement?

You are a Class Member and part of the Settlement if you fall within the following Class definition:

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

This is the definition of the Class that is being used by the Court to determine who is a member of the Class. Defendants’ properties include the following properties in California:

- The Broadway Palace (North and South), Los Angeles, California
- Canyon Country Villas, Santa Clarita, California
- Colony Townhomes, Santa Clarita, California
- The DaVinci, Los Angeles, California
- Diamond Park, Santa Clarita, California
- The Lorenzo, Los Angeles, California

- The Medici, Los Angeles, California
- The Orsini (I, II, and III), Los Angeles, California
- Park Sierra, Santa Clarita, California
- Pasadena Park Place, Los Angeles, California
- Paseos Ontario, Ontario, California
- The Paseos at Montclair North, Montclair, California
- The Piero (I and II), Los Angeles, California
- Riverpark, Santa Clarita, California
- River Ranch Townhomes & Apartments, Santa Clarita, California
- Sand Canyon Ranch, Santa Clarita, California
- Sand Canyon Villas & Townhomes, Santa Clarita, California
- The Skyline Terrace, Los Angeles, California
- Summit at Warner Center, Woodland Hills, California
- The Terrace, Santa Clarita, California
- Upland Village Green, Upland, California
- The Village, Santa Clarita, California
- The Visconti, Los Angeles, California

6. What If I Am Not Sure Whether I Am Included In The Settlement?

If you are not sure whether you are included in the Settlement, you may visit www.GHPLateFeeSettlement.com for more information and access a copy of the Settlement Agreement and other important documents. You may also call 1-855-503-3331 or e-mail Info@GHPLateFeeSettlement.com and ask for assistance.

THE SETTLEMENT BENEFITS

7. What Does The Settlement Provide?

The Settlement provides a \$1,750,000 “Settlement Fund” for the benefit of the Class. After making deductions for Settlement administration expenses (estimated to be \$77,754), any Court-approved service payment to the Class Representative (not to exceed \$5,000), and any Court-approved attorneys’ fees and expenses (not to exceed \$583,333.33), the balance of the Settlement Fund (the “Net Settlement Fund”) will be distributed to satisfy payments to Class Members.

8. How Much Will My Payment Be?

The amount that you will receive as payment under the Settlement is called your “Settlement Share.” The Settlement Share will be calculated by allocating the Net Settlement Fund as follows:

Initial Settlement Distribution: The Settlement Administrator will first make an Initial Distribution in which Class Members will be entitled to claim from the Net Settlement Fund according to the following schedule:

- Class Members who paid 1-3 late fees shall be entitled to an Initial Settlement Share of \$50;
- Class Members who paid 4-6 late fees shall be entitled to an Initial Settlement Share of \$75;
- Class Members who paid 7-9 late fees shall be entitled to an Initial Settlement Share of \$100;
- Class Members who paid 10 or more late fees shall be entitled to an Initial Settlement Share of \$125.

The Initial Settlement Share will be distributed equally to all signatories on a given lease, so the amount you receive from the Initial Distribution will be less than is shown here if you had roommates or other individuals on your lease.

Second Distribution: If sufficient funds remain in the Net Settlement Fund after the Initial Distribution, the Settlement Administrator will make a Second Distribution to the method of payment chosen by Class Members

who submitted a Payment Election Form and whose initial Settlement shares were successfully paid and/or negotiated.

It is not possible to know at this point exactly how much your total Settlement Share payment will be, since the amount of payment will depend on factors that are not presently known, including: (i) the number of Class Members who ultimately participate in the Settlement by submitting a Payment Method Election Form; (ii) the amount of the service payment to the Class Representatives that the Court may approve; (iii) the amount of the attorneys' fees and expenses to Class Counsel that the Court may approve; and (iv) whether or not you were and/or are a leaseholder with other persons.

For more information, please see the Settlement Agreement, available at www.GHPLateFeeSettlement.com.

9. How Will I Receive Payment?

You may file a Payment Method Election Form online at the Settlement website, www.GHPLateFeeSettlement.com. The deadline to file an online Payment Method Election Form is **11:59 p.m. PST on February 14, 2023**. You may also download a Payment Method Election Form from the website and submit it by mail, postmarked by **February 14, 2023**.

If you file a timely and valid Payment Method Election Form before the deadline, you will be given the option to receive your payment by direct credit to a PayPal account or other available digital payment forms, and you will be eligible for a Second Settlement Share.

If the Settlement is approved by the Court and you do not submit a timely Payment Method Election Form indicating the method you wish to receive your Settlement Share, you will receive your Settlement Share by mailed check, and you will not be eligible for a Second Settlement Share.

10. What Am I Giving Up In Exchange For the Settlement?

If you are a Class Member, and you do not Opt Out of the Settlement, and the Settlement becomes final, you will be releasing any claims that were asserted, or that could reasonably have been asserted in the Action (based upon and/or arising out of the facts alleged in the Complaint), against the Defendants and any of the Released Parties, and that arise out of, or relate in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were alleged in the Action (based upon and/or arising out of the facts alleged in the Complaint). The specific claims you will release are provided in paragraphs 32-34 and 80-84 of the Settlement Agreement, (available at www.GHPLateFeeSettlement.com). A copy of paragraphs 32-34 and 80-84 of the Settlement Agreement, which sets out the claims released by you, if you are a Class Member, is attached to this Notice as Exhibit A.

THE LAWYERS REPRESENTING THE CLASS

11. Do I Have A Lawyer In This Case?

Yes. The Court has appointed the following attorneys as Class Counsel to represent you and the other Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

Robert Ahdoot
Theodore Maya
AHDROOT & WOLFSON, PC
c/o GHP Late Fee Settlement
2600 West Olive Ave, Suite 500
Burbank, CA 91505
Telephone: (310) 474-911

Caleb Marker
ZIMMERMAN REED
c/o GHP Late Fee Settlement
6420 Wilshire Blvd, Suite 1080
Los Angeles, CA 90048

12. How Will The Lawyers Be Paid?

Class Counsel will ask the Court at the Fairness Hearing to award attorneys' fees and reimbursement of expenses incurred in litigating this case in an amount not to exceed one-third of the \$1,750,000 Settlement Fund (*i.e.* \$583,333.33). The Court will determine the amount of the attorney's fees and expenses awarded based on the work performed by attorneys for the Plaintiff who have participated in prosecuting this lawsuit, securing this Settlement for the Class, and facilitating its implementation. These fees and expenses will be paid from the Settlement Fund before providing benefits to Class Members. The Defendants have agreed to not object to any fee and expense request that does not exceed one-third of the Settlement Fund.

13. Will The Class Representative Be Compensated?

The Class Representative Heath Seltzer will ask the Court at the Fairness Hearing for a service payment of up to \$5,000 for his efforts in initiating and prosecuting this case. The Court will determine the amount of the service payment which will be paid from the Settlement Fund before providing benefits to Class Members.

14. How Will The Settlement Administrator Be Compensated?

The parties have retained a third-party Settlement Administrator to assist them with certain administrative functions associated with the implementation of this Settlement, including the mailing and publication of the Class Notices, responding to requests for information from Class Members, maintaining a website that publishes information about this Settlement, and managing opt outs and objections from Class Members. The Settlement Administrator's fees, which are estimated to be \$77,754 will be paid from the Settlement Fund before providing benefits to Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. What Do I Do If I Do Not Want To Be Included In The Settlement?

You have a right to exclude yourself or "Opt Out" of the Settlement. If you Opt Out of the Settlement, you will not release any claims against the Defendants. To Opt Out, you must do one of the following: (1) mail a written request for exclusion to the address below, postmarked no later than **February 14, 2023**, or (2) send a written request for exclusion to the Settlement Administrator by e-mail at Info@GHPLateFeeSettlement.com, on or before **11:59 p.m. Pacific Time on February 14, 2023**. If you only received a re-mailed notice, you may submit a valid request for exclusion within 60 days of receipt.

To Opt Out by mail, submit a written request that (1) clearly expresses your desire to be excluded from the Class, to not participate in the Settlement, and not to receive any Settlement benefits; (2) include your name, address, and telephone number; and (3) reference *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828. Submit your Opt Out request using the following information:

GHP Late Fee Settlement Administrator
ATTN: Opt Out
P.O. Box 58220
Philadelphia, PA 19102

E-mail address: Info@GHPLateFeeSettlement.com

If you Opt Out by email, your request must be submitted on or before **11:59 p.m. Pacific Time on February 14, 2023**. If you Opt Out by U.S. Mail your request must be postmarked no later than **February 14, 2023**.

16. What Happens If I Don't Opt Out By February 14, 2023?

If you do not Opt Out by **February 14, 2023** and the proposed Settlement is approved and becomes final, you will release all claims that you may have now against the Defendants with respect to claims or allegations arising from Defendants' practice of charging residential tenants flat late fees for rent that is not paid on time, and you will be prohibited from bringing any such claims in the future on your own behalf.

OBJECTING TO THE SETTLEMENT

17. How Do I Tell The Court That I Don't Like The Settlement?

If you are a Class Member and remain in the Class (*i.e.* do not Opt Out of the Settlement), you can object to the Settlement. The Court will consider your views. To object, on or before **February 14, 2023**, send the Settlement Administrator a written statement via U.S. mail or e-mail stating: (1) your full name; (2) your address; (3) the specific reason(s), if any, why you object to the Settlement, including any legal support you wish to bring to the Court's attention; (4) copies of any evidence or other information you wish to introduce in support of the objection; (5) a statement of whether you intend to appear and argue at the Fairness Hearing; (6) your written signature, with date; (7) a reference to *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828; (8) proof that you fall within the definition of the Class; and (9) list all other objections that you or your counsel (if applicable) you have submitted in any class action settlement in any state or federal court in the United States in the previous five years or if you or your counsel have not objected to any other class action settlement in the United States in the previous five years, you must affirmatively state so in the objection. You may personally object or object through an attorney hired at your own expense, however, you must personally sign the objection. Whether or not you comply with these procedures, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your own expense, to object to the Settlement, or to any award of Attorneys' Fees and Expenses, or to any Service Payment to the Plaintiff.

Submit your written statement using the following information:

GHP Late Fee Settlement Administrator

ATTN: Objection

P.O. Box 58220

Philadelphia, PA 19102

E-mail address: Info@GHPLateFeeSettlement.com

If you choose to submit your written statement via U.S. mail, your request must be postmarked no later than **February 14, 2023**. If you choose to submit your written statement by email, your request must be submitted on or before **11:59 p.m. Pacific Time on February 14, 2023**. If you only received a re-mailed notice, you may submit a valid written objection **within 60 days of receipt**.

18. What Is The Difference Between Opting Out Of the Settlement And Objecting To It?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (*i.e.*, do not Opt Out). Opting Out of the Settlement is telling the Court that you do not want to be part of the Settlement. If you Opt Out, you cannot object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing before the Honorable Stuart M. Rice at **10:30 a.m.** on **May 22, 2023** in Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court also may decide how much to pay Class Counsel and to award the Plaintiff. After the hearing, the Court will decide whether to grant Final Approval of the Settlement. We do not know how long these decisions will take.

20. Do I Have To Attend The Hearing?

No. Class Counsel will answer any questions that the Court may have. However, you are welcome to come at your own expense. You also may pay your own attorney to attend the Fairness Hearing on your behalf. If you file an objection, you do not have to come to Court to discuss it. As long as your written objection is received on time, and you have followed the directions contained in the Answer to Question 17 above, the Court will consider the information provided in your written objection.

21. May I Speak At The Hearing?

You may ask the Court in advance for permission to speak at the Fairness Hearing. To do so, please send a letter saying that it is your “Notice of Intention to Appear in *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828.” Please include your name, address, and telephone number, as well as the name, address and telephone number of any attorney who will appear at the Fairness Hearing on your behalf.

Please note that if you do not submit a Notice of Intention to Appear, you may still appear at the Fairness Hearing and request to speak to the Court. Please also note that if you do not object, you may still appear at the Fairness Hearing and request to speak to the Court.

Mail or e-mail your Notice of Intention to Appear to the Settlement Administrator at the address listed in Question 17 above no later than **February 14, 2023**. Be sure to reference the phrase “*Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828” on your notice.

22. How Do I Get More Information?

If you think you may be a Class Member and would like more information about the lawsuit or the terms of the proposed Settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court’s Order granting Preliminary Approval and the proposed Settlement Agreement, which may be inspected on weekdays, during normal business hours, at the Clerk’s Office of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. The Preliminary Approval Order and Settlement Agreement are also available on www.GHPLateFeeSettlement.com. Future filings such as the request for final approval and application for class representative service payments, and attorneys’ fees and expenses will also be made available on this website. Additional information is available at the Settlement website at www.GHPLateFeeSettlement.com, by calling 1-855-503-3331, or by writing to Class Counsel at the addresses in Question 11.

DO NOT CONTACT THE COURT OR THE DEFENDANTS ABOUT THIS NOTICE. THE COURT CANNOT ANSWER ANY QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT A
Paragraphs 32-33, 81-84 of the Settlement Agreement
Seltzer v. Geoffrey H. Palmer, et al., Case No. 18STCV07828

RELEASE AND WAIVER

1. “Released Claims” means any claims that were asserted, or that could reasonably have been asserted in the Action (based upon and/or arising out of the facts alleged in the Complaint), against the Released Parties, and that arise out of, or relate in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were alleged in the Action (based upon and/or arising out of the facts alleged in the Complaint).

2. “Released Parties” shall include and mean Defendants and each of their past, present, and future employees, assigns, attorneys, agents, insurers, consultants, officers, and directors.

3. Members of the Class who have opted out of the Settlement by the date set by the Court do not release their claims and will not obtain any benefits of the Settlement.

3. The Court shall enter an order retaining jurisdiction over the Parties to this Stipulation of Settlement with respect to the enforcement and future performance of the terms of this Stipulation of Settlement. In the event that any applications for relief are made, such applications shall be made to the Court.

4. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Class Members; and (b) Plaintiff and the Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

5. Because the names of Class Members and other personal information about them will be provided to the Settlement Administrator for purposes of providing cash benefits and processing opt-out requests, the Settlement Administrator shall keep all such information confidential and not disclose it to anyone other than Defense Counsel and Class Counsel and will ensure that any information

provided to it by Class Members will be secure and used solely for the purpose of effecting this Settlement.