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[Additional counsel appear on signature page]

**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*

STIPULATION OF SETTLEMENT

Department: 1

Date Action Filed: December 10, 2018

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EXHIBIT LIST

- Exhibit A:** [Proposed] Final Approval Order
- Exhibit B:** [Proposed] Final Judgment
- Exhibit C:** Email Notice
- Exhibit D:** Long Form Notice
- Exhibit E:** Payment Method Election Form
- Exhibit F:** Postcard Notice
- Exhibit G:** [Proposed] Preliminary Approval Order
- Exhibit H:** Declaration of the Settlement Administrator

1 Plaintiff Heath Seltzer and Defendants Geoffrey H. Palmer; Geoffrey H. Palmer dba G.H.
2 Palmer Associates; and GHP Management Corporation, by and through their respective counsel, in
3 consideration for and subject to the promises, terms, and conditions contained in this Stipulation of
4 Settlement, hereby stipulate and agree, subject to Court approval, as follows:

5 **I. RECITALS**

6 WHEREAS, on or about December 10, 2018, Plaintiff filed a putative class action lawsuit, on
7 behalf of himself and others similarly situated, against Defendants, in the Superior Court of
8 California, County of Los Angeles, Case No. 18STCV07828 (the "Action"), which asserted a cause
9 of action for alleged unlawful, unfair and fraudulent business act or practice that violated California's
10 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (the "UCL"), through their practice
11 of charging a late fee of \$75, in violation of Cal. Civ. Code § 1671 (d);

12 WHEREAS, Defendants answered the complaint in the Action on or about January 28, 2019;

13 WHEREAS, on or about December 23, 2019, Defendants moved for judgment on the
14 pleadings;

15 WHEREAS, Plaintiff opposed that motion for judgment on the pleadings and, in an order
16 dated January 24, 2020, the Court denied Defendants' motion for judgment on the pleadings;

17 WHEREAS, Plaintiff conducted discovery in the action, including 53 requests for production,
18 15 special interrogatories; one set of form interrogatories; 19 requests for admission; and taking three
19 depositions of Defendants' witnesses including Geoffrey H. Palmer;

20 WHEREAS, on or about May 29, 2020, Plaintiff moved for class certification;

21 WHEREAS, Defendants opposed Plaintiff's motion for class certification but, on November
22 20, 2020, the Court entered an order granting that motion and certifying a class consisting of "[a]ll
23 tenants of Defendants' properties in the State of California from December 10, 2014, to the present
24 who paid one or more late rent fee(s)," and appointing the law firms of Ahdoot & Wolfson PC and
25 Zimmerman Reed LLP as Class Counsel;

26 WHEREAS, on or about October 5, 2020, Defendants moved for summary judgment;

27 WHEREAS, on or about January 19, 2021, the Parties attended a full-day mediation session
28 with the Honorable Dickran Tevrizian (Ret.) of JAMS;

1 WHEREAS, Plaintiff opposed Defendants' motion for summary judgment and, in an order
2 dated April 13, 2021, the Court denied that motion;

3 WHEREAS, on or about June 14, 2021, the Parties attended a hearing regarding Plaintiff's
4 motion to file records under seal in support of Plaintiff's motion for class certification before the
5 Court, at which time the Court set a schedule for trial and a deadline to file a motion to disseminate
6 class notice;

7 WHEREAS, on or about July 30, 2021, Plaintiff filed a Motion to Disseminate Class Notice
8 (the "Notice Motion");

9 WHEREAS, Plaintiff's counsel consulted with a number of expert witnesses in preparation
10 for trial;

11 WHEREAS, on or about August 25, 2021, the Court issued a tentative ruling granting the
12 Notice Motion and largely approving the proposed notice plan set forth therein, with certain
13 modifications;

14 WHEREAS, on or about August 26, 2021, the Court held a hearing on the Notice Motion, at
15 which time the parties informed the Court that they intended to participate in a second mediation
16 session;

17 WHEREAS, on or about September 8, 2021, the Parties attended a second full-day mediation
18 session, this time before the Honorable Carl J. West (Ret.) of JAMS, at which the Parties reached
19 agreement on the essential terms of a class-wide settlement of the Action;

20 WHEREAS, the parties' negotiations continued following that second mediation;

21 WHEREAS, on or about September 20, 2021, Plaintiff filed a notice of Settlement with the
22 Court;

23 WHEREAS, before entering into the Stipulation of Settlement, Plaintiff, by and through his
24 counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts,
25 and allegations to assess the merits of the claims and potential claims to determine the strength of
26 liability, potential remedies, and all defenses thereto;

1 WHEREAS, the Stipulation of Settlement was reached as a result of extensive arms'-length
2 negotiations between the Parties and their counsel, occurring over the course of many months and
3 two separate, full-day mediation sessions with respected mediators;

4 WHEREAS, Plaintiff, as class representative, believes that the claims settled herein have
5 merit, but he and his counsel recognize and acknowledge the expense, risk, and length of continued
6 proceedings necessary to prosecute the claims through trial and appeal;

7 WHEREAS, Defendants have vigorously denied and continue to dispute all of the claims and
8 contentions alleged in the Action, and deny any and all allegations of wrongdoing, fault, liability or
9 damage of any kind to Plaintiff and the Class;

10 NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and between the
11 Parties, through their respective counsel, that: (a) the Action be fully and finally compromised,
12 settled, and released upon final settlement approval by the Court after the hearings as provided for in
13 this Stipulation of Settlement; and (b) upon such approval by the Court, a Final Approval Order and
14 Final Judgment, substantially in the form attached hereto as **Exhibit A** and **Exhibit B**, respectively,
15 be entered dismissing the Action with prejudice upon the following terms and conditions.

16 II. DEFINITIONS

17 As used in this Stipulation of Settlement and the attached exhibits, the following terms have
18 the following meanings, unless this Stipulation of Settlement specifically provides otherwise:

19 1. "Action" means the civil action entitled *Seltzer v. Geoffrey H. Palmer, et al.*, No.
20 18STCV07828 (LASC).

21 2. "Administration Expenses" means the expenses incurred by the Settlement
22 Administrator in relation to this Settlement, including those arising from performing any duty or
23 obligation created by this Settlement Agreement, providing Notice, effectuating the Notice Plan,
24 disseminating the Email Notice, Postcard Notice, and Long Form Notice, establishing and
25 maintaining claims, processing the Payment Method Election Forms, requests for exclusions, and
26 objections, responding to inquiries from members of the Settlement Class, providing Settlement
27 Payments, any related services, and the costs of the escrow account or any account in which the
28 Settlement Fund is deposited, including Taxes.

1 3. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to
2 Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Action
3 and the Settlement.

4 4. “Class” means all tenants of Defendants’ properties in the State of California from
5 December 10, 2014 to May 16, 2022 who were signatories to a lease at the time one or more Late
6 Fees (as defined below) were paid as the result of untimely rent payments for their unit.

7 5. “Class Counsel” means the law firms of Ahdoot & Wolfson PC and Zimmerman Reed
8 LLP.

9 6. “Class Member(s)” means any member of the Class who does not elect exclusion or
10 opt out from the Class in accordance with the terms and condition for exclusion set forth herein.

11 7. “Class Notice” means the forms of notice regarding this Settlement provided herein
12 and directed by the Court.

13 8. “Court” means the Superior Court of California, County of Los Angeles, presiding
14 over this Action.

15 9. “Defendants” mean Geoffrey H. Palmer; Geoffrey H. Palmer dba G.H. Palmer
16 Associates; and GHP Management Corporation, collectively.

17 10. “Defense Counsel” means the law firms of Ervin, Cohen & Jessup LLP and Freeman,
18 Mathis, & Gary, LLP.

19 11. “Effective Date” means the date on which the Final Judgment in the Action becomes
20 “Final.” As used in this Stipulation of Settlement, “Final” means one (1) business day after all of the
21 following conditions have been satisfied:

22 (a) the Final Judgment has been entered; and

23 (b)(i) if reconsideration and/or appellate review is not sought from the Final
24 Judgment, the expiration of the time for the filing or noticing of any motion for
25 reconsideration, appeal, petition, and/or writ; or

26 (b)(ii) if reconsideration and/or appellate review is sought from the Final Judgment:
27 (A) the date on which the Final Judgment is affirmed and is no longer subject
28 to judicial review, or (B) the date on which the motion for reconsideration,

1 appeal, petition, or writ is dismissed or denied and the Final Judgment is no
2 longer subject to judicial review.

3 12. "Electing Class Member(s)" means those Class Members who submit a valid Payment
4 Method Election Form wherein the Class Member has elected to receive his or her Settlement Share
5 by digital payment (e.g., the Class Member's PayPal account or other available digital payment
6 forms).

7 13. "Email Notice" means the notice of the proposed Settlement to be provided via email,
8 as described in Section VI herein, substantially in the form attached hereto as **Exhibit C**, or in such
9 other form as the Court may require.

10 14. "Fairness Hearing" means the hearing that is to take place after the entry of the
11 Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Approval
12 Order and Final Judgment; (b) determining whether the Settlement should be approved as fair,
13 reasonable, and adequate; (c) ruling upon an application for a Service Payment by the Plaintiff;
14 (d) ruling upon an application by Class Counsel for Attorneys' Fees and Expenses; and (e) entering
15 any final order awarding Attorneys' Fees and Expenses and Service Payment. The Parties shall
16 request that the Court schedule the Fairness Hearing to take place one hundred and ten (110) calendar
17 days after the issuance of the Preliminary Approval Order or such other date as the Court may order.

18 15. "Final Approval Order" means the Court's order fully and finally approving the
19 Settlement, substantially in the form attached hereto as **Exhibit A**.

20 16. "Final Judgment" means the Court's judgment finally approving the Settlement,
21 substantially in the form attached hereto as **Exhibit B**.

22 17. "Initial Settlement Share" means the Initial Settlement Shares to be distributed to Class
23 Members in accordance with the procedures described in Section V.A herein.

24 18. "Late Fee" means the late fee of \$75 that Defendants charged to Class Members, as
25 alleged in the Action, and is synonymous with the term "late rent fee" as used by the Court in its
26 November 20, 2020, order certifying the Class in this Action.

27 19. "Legally Authorized Representative" means an administrator/administratrix, personal
28 representative, or executor/executrix of a deceased Class Member's estate; a guardian, conservator,

1 or next friend of an incapacitated Class Member; or any other legally appointed person responsible
2 for handling the business affairs of a Class Member who is not the Class Member's counsel.

3 20. "Long Form Notice" means the long form notice of settlement, substantially in the
4 form attached hereto as **Exhibit D**.

5 21. "Net Settlement Fund" means the balance remaining in the Settlement Fund after
6 payment of (a) costs of notice and administration, (b) the Service Payment to the Plaintiff as approved
7 by the Court, (c) Taxes, and (d) Attorneys' Fees and Expenses.

8 22. "Notice Date" means the first date upon which the Class Notice is disseminated,
9 commencing ten (10) days following entry of the Preliminary Approval Order.

10 23. "Objection and Exclusion Deadline" means the date by which a written objection to
11 the Settlement or a request for exclusion by a person within the Settlement Class must be made
12 pursuant to Section X herein. The Objection and Exclusion Deadline shall be set by the Court in the
13 Preliminary Approval Order. The Parties will propose an Objection and Exclusion Deadline that is
14 sixty (60) calendar days following the Notice Date.

15 24. "Parties" means Plaintiff and Defendants, collectively, as each of those terms is
16 defined in this Stipulation of Settlement.

17 25. "Payment Method Election Deadline" means the final date by which a Payment
18 Method Election Form must be received by the Settlement Administrator in order for a Class Member
19 to timely elect the method to receive payment of the Settlement Share. The Payment Method Election
20 Deadline shall run for a period of time ordered by the Court, and last at least sixty (60) days from the
21 Notice Date.

22 26. "Payment Method Election Form" means the form substantially in the form attached
23 hereto as **Exhibit E** which may be modified to meet the requirements of the Settlement Administrator,
24 pursuant to which Class Members can elect the method of payment for receipt of the Settlement Share.
25 The Payment Method Election Form shall be transmitted along with the Email Notice and will be
26 available to be completed and submitted on the Settlement Website.

27 27. "Plaintiff" or "Class Representative" means the plaintiff in the Action, Heath Seltzer.
28

1 28. “Postcard Notice” means the notice of the proposed Settlement to be provided via U.S.
2 mail, as described in Section VI herein, substantially in the form attached hereto as **Exhibit F**, or in
3 such other form as the Court may require.

4 29. “Preliminary Approval Order” means the order preliminarily approving the Settlement
5 and proposed Class Notice and notice plan, substantially in the form attached hereto as **Exhibit G**.

6 30. “Release” means the release and waiver set forth in Section VIII of this Settlement and
7 in the Final Approval Order and Final Judgment.

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

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

15 33. “Releasing Parties” means Plaintiff and Class Members.

16 34. “Residual Recipient” means the California State Controller’s Office for Unclaimed
17 Property.

18 35. “Second Settlement Share” means the Second Settlement Shares to be distributed to
19 Electing Class Members, if possible, in accordance with the procedures described in Section V.B
20 herein.

21 36. “Settlement” or “Agreement” means this Stipulation of Settlement and the settlement
22 embodied therein, including all attached Exhibits (which are an integral part of this Stipulation of
23 Settlement and are incorporated by reference).

24 37. “Settlement Administrator” means the qualified third-party administrator and agent
25 agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order
26 to administer the Settlement, including providing Class Notice.

1 38. “Settlement Fund” means the One Million Seven Hundred and Fifty Thousand Dollars
2 and No Cents (\$1,750,000.00) that Defendants will pay to settle the Action pursuant to the terms and
3 conditions of this Agreement, and in accordance with Section V of this Settlement.

4 39. “Service Payment(s)” means such funds as may be awarded by the Court to the Class
5 Representative in recognition of his time, effort, and service to the Class, expended in pursuing the
6 Action and in fulfilling his obligations and responsibilities as the Class Representative.

7 40. “Settlement Share(s)” means the total amount of each Class Member’s share of the
8 Net Settlement Fund allocated pursuant to Section V of this Stipulation of Settlement, including Initial
9 Settlement Shares and, where applicable, Second Settlement Shares.

10 41. “Settlement Website” means the Internet website, with the following URL address,
11 www.GHPLateFeeSettlement.com, to be created, launched, and maintained by the Settlement
12 Administrator, and which allows for the electronic submission of Payment Method Election Forms,
13 and provides access to relevant case documents including the Long Form Notice, information about
14 the submission of Payment Method Election Forms, other relevant documents (such as the operative
15 complaint filed in the action, the Settlement Agreement, the Preliminary Approval Order, any
16 application for the Attorneys’ Fees and Expenses and Service Payment, any brief filed by the Parties
17 in support of the Settlement, the Final Approval Order, and Final Judgment) including downloadable
18 Payment Method Election Forms, and notice of any change of the date, time, or location of the Final
19 Fairness Hearing.

20 42. “Taxes” means all federal, state, or local taxes of any kind on any income earned by
21 the Settlement Fund and the expenses and costs incurred in connection with the taxation of the
22 Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax
23 attorneys and accountants). All: (a) Taxes (including any estimated Taxes, interest or penalties)
24 arising with respect to the income earned by the Settlement Fund, including any Taxes or tax
25 detriments that may be imposed upon the Released Parties or their counsel with respect to any income
26 earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as
27 a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs
28 incurred in connection with the operation and implementation of this Agreement (including, without

1 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and
2 expenses relating to filing (or failing to file) the returns described in this Agreement ("Tax
3 Expenses"), shall be paid out of the Settlement Fund; in all events the Released Parties and their
4 counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes
5 and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement
6 Fund and shall be timely paid by the Settlement Administrator, as instructed by Class Counsel, out of
7 the Settlement Fund without prior order from the Court and the Settlement Administrator shall be
8 authorized (notwithstanding anything herein to the contrary) to withhold from distribution to
9 Settlement Class Members with Approved Claims any funds necessary to pay such amounts,
10 including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any
11 amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2)). The Parties hereto
12 agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and
13 accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the
14 purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations
15 promulgated thereunder, the Settlement Administrator shall be the "administrator." The Settlement
16 Administrator shall timely and properly file all informational and other tax returns necessary or
17 advisable with respect to the Settlement Fund and the escrow account (including, without limitation,
18 the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in
19 this Agreement) shall be consistent with this section and in all events shall reflect that all Taxes
20 (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund
21 shall be paid out of the Settlement Fund as provided in this Agreement.

22 **III. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR REVIEW AND**
23 **APPROVAL**

24 43. As soon as is practicable following the signing of this Settlement, Class Counsel shall
25 apply to the Court for entry of the Preliminary Approval Order (substantially in the form attached as
26 **Exhibit G**), for the purpose of, among other things:

27 (a) Approving the Class Notice, substantially in the form set forth at **Exhibit C**,
28 **Exhibit D**, and **Exhibit F**;

1 (b) Scheduling a Fairness Hearing on a date ordered by the Court, provided in the
2 Preliminary Approval Order, and in compliance with applicable law, to determine whether the
3 Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final
4 Approval Order and Final Judgment should be entered dismissing the Action with prejudice;

5 (c) Determining that the notice of the Settlement and of the Fairness Hearing, as
6 set forth in this Stipulation of Settlement, complies with all legal requirements, including but not
7 limited to the Due Process Clause of the United States Constitution;

8 (d) Preliminarily approving the form of the Final Approval Order and Final
9 Judgment;

10 (e) Appointing the Settlement Administrator;

11 (f) Directing that Class Notice shall be given to the Class as provided in Section
12 IV of this Settlement;

13 (g) Providing that Class Members will have until the Payment Method Election
14 Deadline to submit Payment Method Election Forms;

15 (h) Providing that any objections by any Class Member to the certification of the
16 Class and the proposed Settlement contained in this Stipulation of Settlement, and/or the entry of the
17 Final Approval Order and Final Judgment, shall be heard and any papers submitted in support of said
18 objections shall be considered by the Court at the Fairness Hearing.

19 (i) Establishing dates by which the Parties shall file and serve all papers in support
20 of the application for final approval of the Settlement and in response to any valid and timely
21 objections;

22 (j) Providing that all Class Members will be bound by the Final Approval Order
23 and Final Judgment unless such Class Members timely file valid written requests for exclusion or opt
24 out in accordance with this Settlement and the Class Notice;

25 (k) Providing that Class Members wishing to exclude themselves from the
26 Settlement will have until the date specified in the Class Notice and the Preliminary Approval Order
27 to submit a valid written request for exclusion or opt out to the Settlement Administrator;

28

1 (l) Providing a procedure for Class Members to request exclusion or opt out from
2 the Settlement;

3 (m) Directing the Parties, pursuant to the terms and conditions of this Stipulation
4 of Settlement, to take all necessary and appropriate steps to establish the means necessary to
5 implement the Settlement;

6 (n) Pending the Fairness Hearing, staying all proceedings in the Action, other than
7 proceedings necessary to carry out or enforce the terms and conditions of this Stipulation of
8 Settlement and the Preliminary Approval Order; and

9 44. Following the entry of the Preliminary Approval Order, Class Notice shall be given
10 and published in the manner directed and approved by the Court.

11 45. At the Fairness Hearing, the Parties shall seek to obtain from the Court a Final
12 Approval Order and Final Judgment in the form substantially similar to **Exhibits A and B**,
13 respectively. The Final Approval Order and Final Judgment shall, among other things:

14 (a) Finally approve this Settlement;

15 (b) Find that the notice to the Class complied with all laws, including, but not
16 limited to, the Due Process Clause of the United States Constitution;

17 (c) Incorporate the Release set forth in this Settlement and make the Release
18 effective as of the date of the Final Approval Order and Final Judgment;

19 (d) Authorize the Parties to implement the terms of the Settlement; and

20 (e) Retain jurisdiction relating to the administration, consummation, validity,
21 enforcement, and interpretation of this Settlement, the Final Approval Order, Final Judgment, any
22 final order approving Attorneys' Fees and Expenses and Service Payments, and for any other
23 necessary purpose.

24 46. The Parties agree that the notice plan contemplated by this Settlement is valid and
25 effective and that, if effectuated, it would provide reasonable notice to the Class, and that it represents
26 the best practicable notice under the circumstances.

1 **IV. THE SETTLEMENT CONSIDERATION**

2 **A. Settlement Fund**

3 47. In consideration for the Release contained in this Settlement, and without admitting
4 liability for any of the alleged acts or omissions, and in the interest of minimizing the costs inherent
5 in any litigation, Defendants, jointly and severally, will pay the total sum of One Million Seven
6 Hundred Fifty Thousand Dollars and No Cents (\$1,750,000.00) to create the Settlement Fund for the
7 benefit of the Class pursuant to the terms of this Stipulation of Settlement. There will be no reversion
8 to Defendants of the settlement monies once the Settlement becomes final.

9 48. Defendants' joint and several payment obligations of the Settlement Fund shall be
10 subject to and proceed as follows:

11 (a) Deposit. Defendants agree to and shall make a payment of One Million Seven
12 Hundred Fifty Thousand Dollars and No Cents (\$1,750,000.00) and deposit that payment into the
13 Settlement Fund within twenty (20) days after the Court enters the Preliminary Approval Order.

14 (b) Custody of Settlement Fund. The Settlement Fund shall be deemed to be in
15 the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as
16 the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned
17 to Defendants in the event this Settlement Agreement is voided, terminated or cancelled.

18 (i) In the event this Settlement Agreement is voided, terminated or
19 cancelled for any reason: (I) the Settlement Administrator, Class Representatives, and Class Counsel
20 shall have no obligation to repay any of the Administration Expenses that have been paid or incurred
21 in accordance with any term or condition of this Agreement or any costs or expenses incurred by
22 Defendants in the furtherance of or related to this Agreement; (ii) any amounts remaining in the
23 Settlement Fund, after payment of Administration Expenses paid or incurred in accordance with any
24 term or condition of this Agreement, including all interest earned on the Settlement Fund net of any
25 Taxes, shall be returned to Defendants; and (iii) no other person or entity shall have any further claim
26 whatsoever to such amounts.

27 (c) Non-Reversionary. This Settlement is not a reversionary settlement. As of the
28 Effective Date, all rights of the Defendants in or to the Settlement Fund shall be extinguished, except

1 in the event this Settlement Agreement is voided, cancelled or terminated, as described in the
2 preceding subparagraph of this Agreement. In the event the Effective Date occurs, no portion of the
3 Settlement Fund shall be returned to the Defendants. Any Residual Funds (defined below in
4 Paragraph 62) remaining in the Net Settlement Fund, after the Administration Expenses, Taxes,
5 Attorneys' Fees and Expenses, Service Payment, and Settlement Shares, pursuant to the terms of this
6 Agreement, have been paid, shall be distributed to the Residual Recipient.

7 (d) Use of the Settlement Fund. As further described in this Agreement, the
8 Settlement Fund shall be used by the Settlement Administrator to pay for: the (i) Administration
9 Expenses; (ii) Taxes; (iii) Service Payment; (iv) Attorneys' Fees and Expenses; and (v) Settlement
10 Shares pursuant to the terms and conditions of this Agreement.

11 (e) Financial Account. The Settlement Fund shall be an account established and
12 administered by the Settlement Administrator at a financial institution approved by Class Counsel
13 and Defendants, and shall be maintained as a qualified settlement fund pursuant to Treasury
14 Regulation §1.468 B-1, *et seq.*

15 (f) Payment/Withdrawal Authorization. No amounts from the Settlement Fund
16 may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by
17 the Court. Counsel for the Parties may jointly authorize the periodic payment of actual
18 Administration Expenses from the Settlement Fund as such expenses are invoiced without further
19 order of the Court. The Settlement Administrator shall provide Class Counsel and Defendants with
20 notice of any withdrawal or other payment the Settlement Administrator proposes to make from the
21 Settlement Fund before the Effective Date at least three (3) business days prior to making such
22 withdrawal or payment.

23 (g) Payments to Class Members. The Settlement Administrator, subject to such
24 supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances
25 may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members
26 pursuant to this Agreement. The Settlement Administrator is responsible for communicating with
27 Class Members regarding the distribution of the Settlement Fund and amounts paid under the
28 Settlement.

1 (h) Treasury Regulations & Fund Investment. The Parties agree that the
2 Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of
3 Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of
4 Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax
5 reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes
6 owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated
7 as a qualified settlement fund from the earliest date possible and agree to any relation-back election
8 required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.
9 Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the
10 check clearing process. The Settlement Administrator shall provide an accounting of any and all
11 funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to
12 this Agreement, upon request of any of the Parties.

13 (i) Taxes. All Taxes relating to the Settlement Fund shall be paid out of the
14 Settlement Fund, shall be considered an Administration Expense, and shall be timely paid by the
15 Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall
16 indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation,
17 taxes payable by reason of any such indemnification payments). The Parties and their respective
18 counsel have made no representation or warranty with respect to the tax treatment by any Class
19 Representative or any Settlement Class Member of any payment or transfer made pursuant to this
20 Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and
21 Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences
22 to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

23 **V. DISTRIBUTION OF THE SETTLEMENT FUND**

24 49. Subject to the terms and conditions of this Stipulation of Settlement, the Settlement
25 Fund shall be used for the payment of: (a) costs and expenses paid to the Settlement Administrator
26 that are associated with disseminating the notice to the Class, including, but not limited to, the Class
27 Notice; (b) costs and expenses paid to the Settlement Administrator that are associated with
28 administration and effectuation of the Settlement; (c) Settlement Shares to Class Members; (d) costs

1 of making payments to Class Members via digital payment (e.g. PayPal, or other available methods),
2 or physical check; (e) costs of distributing Residual Funds (as defined below in Paragraph 62), if any,
3 pursuant to this Settlement; (f) the Service Payment to Plaintiff as approved by the Court; and (g)
4 Attorneys' Fees and Expenses to Class Counsel as approved by the Court. The Parties must approve
5 any payment of costs or expenses under subsections (a) and (b) of this paragraph, and such approval
6 shall not be unreasonably withheld.

7 50. All Class Members are eligible for relief from the Settlement Fund. The Net
8 Settlement Fund shall be allocated as Settlement Shares to each Class Member in accordance with
9 Section V.

10 51. Within ten (10) days after the Effective Date, the Settlement Administrator shall
11 calculate the Net Settlement Fund by deducting the following from the Settlement Fund:

- 12 (a) the total Administration Expenses;
- 13 (b) the Service Payment to Plaintiff awarded by the Court; and
- 14 (c) the Attorneys' Fees and Expenses approved by the Court.

15 52. The Settlement Administrator will calculate each Class Member's Initial Settlement
16 Share as follows: Class Members who were the sole signatory to a lease ("Single Tenants") and who
17 paid 1-3 Late Fees shall be entitled to an Initial Settlement Share of \$50; Single Tenants who paid 4-
18 6 Late Fees shall be entitled to an Initial Settlement Share of \$75; Single Tenants who paid 7-9 Late
19 Fees shall be entitled to an Initial Settlement Share of \$100; Single Tenants who paid 10 or more Late
20 Fees shall be entitled to an Initial Settlement Share of \$125. If multiple Class Members were
21 signatories to a single lease for which one or more Late Fees were paid (e.g., roommates listed on a
22 lease), then the Settlement Share attributable to such Late Fees for a Single Tenant will be divided
23 into equal shares for each such Class Member. For purposes of illustration only, if two Class Members
24 lived together in a unit for which 8 late fees were paid, then each Class Member would receive an
25 Initial Settlement Share of \$50 (i.e., $\$100/2$). Any disputes among multiple Class Members who were
26 signatories to the same lease as to their respective shares of the Initial Settlement Share shall be
27 exclusively theirs to resolve and shall not be decided in the course of the administration of the
28 Settlement.

1 53. Within twenty-one (21) days after the Effective Date, the Settlement Administrator
2 shall provide the Parties with an Excel spreadsheet identifying all Class Members, including the
3 following information for each Class Member: (i) first and last name; (ii) the e-mail address to which
4 Email Notice was sent; (iii) the last physical address to which Postcard Notice was sent; (iv) whether
5 the Class Member submitted a valid Payment Method Election Form; (v) if so, what method was
6 chosen by the Electing Class Member; and (vi) the Initial Settlement Share.

7 **A. Distribution of Initial Settlement Shares**

8 54. The Settlement Administrator shall complete distribution of Initial Settlement Shares,
9 as described herein, within forty-five (45) days of Effective Date.

10 55. Distribution of Initial Settlement Shares to Class Members shall be made by payment
11 to Electing Class Members' chosen method of payment and by mailing physical checks to all other
12 Class Members' last known address, according to Defendants' records as provided to the Settlement
13 Administrator and as updated by the Settlement Administrator in connection with the Notice Plan set
14 forth in Section IV of this Stipulation of Settlement.

15 56. Physical checks issued in connection with distribution of Initial Settlement Shares
16 shall be good for 60 days, after which time they shall expire.

17 57. Within 110 days after the Effective Date, the Settlement Administrator will provide
18 Class Counsel and Defendants with an Excel spreadsheet identifying: (i) all Electing Class Members
19 for whom the Settlement Administrator was able successfully to deliver payment to such Electing
20 Class Members' chosen method of payment; (ii) all Electing Class Members for whom the Settlement
21 Administrator was not able successfully to deliver payment to such Electing Class Members' chosen
22 method of payment; (iii) all other Class Members who deposited physical checks mailed to them, and
23 the amount of such deposited checks; and (iv) all other Class Members who did not deposit physical
24 checks mailed to them, and the amount of those outstanding checks.

25 **B. Distribution of Second Settlement Shares**

26 58. If sufficient funds remain in the Net Settlement Fund after distribution of Initial
27 Settlement Shares as set forth above, then the Settlement Administrator shall make a second
28 distribution of Second Settlement Shares, if economically feasible and as described below.

1 59. The second distribution shall be made by payment of Second Settlement Shares to the
2 method of payment chosen by Electing Class Members whose Initial Settlement Shares were
3 successfully paid and/or negotiated.

4 60. Second Settlement Shares shall be calculated *pro rata* and in the same proportions as
5 to the calculation of Initial Settlement Shares as set forth above in Paragraph 52, such that Electing
6 Class Members who were Single Tenants and who paid 1-3 Late Fees shall be entitled to the same
7 Second Settlement Share; Electing Class Members who were Single Tenants and who paid 4-6 Late
8 Fees shall be entitled to a Second Settlement Share higher than those who paid 1-3 Late Fees; Electing
9 Class Members who were Single Tenants and who paid 7-9 Late Fees shall be entitled to a Second
10 Settlement Share higher than those who paid 4-6 Late Fees; and Electing Class Members who were
11 Single Tenants and who paid 10 or more Late Fees shall be entitled to a Second Settlement Share
12 higher than those who paid 7-9 Late Fees. The amounts paid to each group shall depend on the then-
13 available remaining Settlement Fund Balance. If multiple Electing Class Members were signatories
14 to a single lease for which one or more Late Fees were paid (e.g., roommates listed on a lease), then
15 the Second Settlement Share attributable to such Late Fees for a Single Tenant will be divided into
16 equal shares for each such Electing Class Member. Any disputes among multiple Electing Class
17 Members who were signatories to the same lease as to their respective shares of the Second Settlement
18 Share shall be exclusively theirs to resolve and shall not be decided in the course of the administration
19 of the Settlement.

20 61. Within 140 days after the Effective Date, the Settlement Administrator will provide
21 Class Counsel and Defendants with an Excel spreadsheet identifying: (i) all Electing Class Members
22 for whom the Settlement Administrator was able successfully to deliver payment of Second
23 Settlement Shares to such Electing Class Members' chosen method of payment; and (ii) all Electing
24 Class Members for whom the Settlement Administrator was not able successfully to deliver payment
25 of Second Settlement Shares to such Electing Class Members' chosen method of payment.

26 **C. Distribution of the Residual**

27 62. In the event the entire amount of the Net Settlement Fund is not depleted through
28 distribution of Initial Settlement Shares and Second Settlement Shares, or insufficient funds remain

1 in the Net Settlement Fund after distribution of Initial Settlement Shares to effectuate economically
2 feasible distribution of Second Settlement Shares ("Residual Funds"), the Settlement Administrator
3 shall distribute the Residual Funds, subject to the Court's approval, to the Residual Recipient.

4 63. Residual Funds will not be returned to Defendants.

5 **VI. NOTICE OF THE SETTLEMENT**

6 64. The Parties shall jointly recommend and retain Angeion Group to be the Settlement
7 Administrator. Following the Court's preliminary approval of this Settlement and the Court's
8 appointment of the proposed Settlement Administrator, the Settlement Administrator shall
9 disseminate the Class Notice as provided for herein and as specified in the Preliminary Approval
10 Order.

11 65. By August 5, 2022, Defendants shall provide to the Settlement Administrator the
12 name, last known e-mail addresses and billing addresses, and number of Late Fees paid from
13 December 10, 2014, to May 16, 2022, of all Class Members.

14 66. The notice program is to be substantially completed not later than thirty (30) days after
15 the Notice Date, subject to the requirements of this Settlement and the Preliminary Approval Order.
16 The Parties will coordinate with the Settlement Administrator as needed to provide notice to the Class
17 as set forth herein.

18 67. Dissemination of Class Notice:

19 (a) Prior to the Notice Date, the Settlement Administrator will establish the
20 Settlement Website, at which the Long Form Notice will be posted along with other relevant case
21 documents and any important updates on the progress of the Action or this Settlement, including
22 information concerning the Fairness Hearing. The Settlement Website shall provide Class Members
23 with the ability to complete and submit the Payment Method Election Form electronically. The
24 Internet website shall also make the Payment Method Election Form available for download.

25 (b) The Settlement Administrator will email the Email Notice to all Class
26 Members for whom Defendants have provided an email address. The Email Notice will include the
27 number of Late Fees the recipient paid, according to Defendants' records, and will refer class
28 members to the Settlement Website for further information. After an approximate 24-72-hour rest

1 period following the initial email campaign, which allows any temporary block at the ISP level to
2 expire, the Settlement Administrator will direct a second round of email notice to any email addresses
3 that were previously identified as “soft-bounces.”

4 (c) The Settlement Administrator will mail the Postcard Notice, which will include
5 the number of Late Fees the recipient paid, according to Defendants’ records, and will refer class
6 members to the Settlement Website for further information, to all Class Members: (a) to whom the
7 Settlement Administrator has reason to believe emails were not received (e.g., “bounce-backs”); or
8 (b) for whom Defendants have not provided an email address.

9 (d) To obtain the most current mailing addresses for Class Members whose contact
10 information is provided to the Settlement Administrator, the addresses provided will be processed
11 through the USPS National Change of Address (“NCOA”) database.

12 (e) Postcard Notices that are returned as undeliverable by the USPS and have a
13 forwarding address will be re-mailed to that forwarding address by the Settlement Administrator.

14 (f) Postcard Notices that are returned as undeliverable by the USPS without a
15 forwarding address will be subject to address verification searches (“skip tracing”), to locate updated
16 addresses. Postcard Notices will then be re-mailed by the Settlement Administrator to the updated
17 addresses located through skip tracing.

18 (g) Within seven (7) days after the Notice Date, Defendants will post a prominent
19 link to the Settlement Website on the payment portal webpage through which Class Members pay
20 rent.

21 (h) Within seven (7) days after the Notice Date, Defendants will deliver push
22 notifications to tenants who have opted into the system Defendants have in place for such
23 notifications, including the RENTCafe Resident app.

24 68. The Long Form Notice: The Long Form Notice shall be in a form substantially similar
25 to the document attached to this Settlement as **Exhibit D** and shall comport to the following:

26 (a) General Terms: The Long Form Notice shall contain a plain and concise
27 description of the nature of the Action and the proposed Settlement, including information on the
28 definition of the Class, the identity of Class Members, how the proposed Settlement would provide

1 relief to Class Members, what claims are released under the proposed Settlement, and other relevant
2 information.

3 (b) Opt-Out Rights: The Long Form Notice shall inform Class Members that they
4 have the right to opt out of the Settlement. The Long Form Notice shall provide the deadlines and
5 procedures for exercising this right.

6 (c) Objection to Settlement: The Long Form Notice shall inform Class Members
7 of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Class
8 Notice shall provide the deadlines and procedures for exercising these rights.

9 (d) Fees and Expenses: The Long Form Notice shall inform Class Members that
10 fees and expenses related to the Settlement Administrator will be deducted from the Settlement Fund,
11 the maximum amounts to be sought by Class Counsel as Attorneys' Fees and Expenses and as a
12 Service Payment to Plaintiff, and shall explain that the fees and expenses awarded to Class Counsel,
13 and the Service Payment to Plaintiff, in addition to amounts being made available for relief to Class
14 Members, will be deducted from the Settlement Fund and be paid out of the Settlement Fund.

15 (e) Payment Method Election Form: The Long Form Notice shall direct Class
16 Members to the Payment Method Election Form, both of which shall inform the Class Member that:
17 (i) he or she can elect to receive the Settlement Share by digital payment; (ii) Electing Class Members
18 may be entitled to Second Settlement Shares in addition to Initial Settlement Shares; (iii) in order to
19 receive the Settlement Share by digital payment, and to be entitled to a Second Settlement Share, if
20 available, the Class Member must fully complete and timely submit the Payment Method Election
21 Form prior to the Payment Method Election Deadline; and (iii) that if the Class Member elects to
22 receive the Settlement Share by a digital payment, it is the responsibility of the Class Member to
23 ensure that the payment information in the Class Member's Payment Method Election Form is current
24 until such time as the payment of the Settlement Share has been issued.

25 69. If any individual whose name does not appear in the class list provided by Defendants
26 believes that he or she is a Class Member, he or she shall have the opportunity to dispute his or her
27 exclusion from the Class. If an individual believes he or she is a Class Member, he or she must notify
28 the Settlement Administrator by mail, email, or telephone within thirty (30) days after the distribution

1 of the Class Notice. The Parties will meet and confer regarding any such individuals in an attempt to
2 reach an agreement as to whether any such individual should be regarded as a Class Member. If the
3 Parties so agree, such an individual will have all of the same rights as any other Class Member under
4 this Agreement. In the event that the Parties agree that the individual is a Class Member, the
5 Settlement Share(s) to such individual shall be disbursed from the Settlement Fund. Under no
6 circumstances will any action under this paragraph increase the amount of the Settlement Fund.

7 70. If any Class Member believes that he or she paid a different number of Late Fees than
8 that which is set forth in the Notice to him or her, then he or she shall have the opportunity to dispute
9 his or her information, by notifying the Settlement Administrator by mail or email, within thirty (30)
10 days after the distribution of the Class Notice. The Parties will meet and confer regarding any such
11 disputes individuals in an attempt to reach an agreement as to whether such individual(s) should be
12 regarded as having paid a different number of Late Fees, and his or her Settlement Share(s) shall be
13 adjusted accordingly. Under no circumstances will any action under this paragraph increase the
14 amount of the Settlement Fund.

15 **VII. SERVICE PAYMENT AND ATTORNEYS' FEES AND EXPENSES**

16 71. **Service Payment.**

17 (a) In recognition of the time and effort the representative Plaintiff expended in
18 pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and
19 of the benefits conferred on all Class Members by the Settlement, Class Counsel may ask the Court
20 for the payment of a Service Payment from the Settlement Fund to the Class Representative.
21 Defendants will not take a position on the application for the Service Payment by Class Counsel to
22 the extent that such application does not exceed Five Thousand Dollars and No Cents (\$5,000.00).
23 Class Counsel may apply to the Court for a Service Payment to be paid from the Settlement Fund of
24 up to Five Thousand Dollars and No Cents (\$5,000.00) for the Class Representative's time, effort,
25 and risk in connection with the Action. No amount has been guaranteed or promised to the Class
26 Representative. The Court shall determine the final amount of any Service Payment to the Class
27 Representative, in its discretion, based on the request filed by or on behalf of the Class Representative.
28 Class Counsel will make an application to the Court for a Service Payment at least twenty-one (21)

1 days prior to the Objection and Exclusion Deadline.

2 (b) Class Representative acknowledges that he: (i) supports the Settlement as fair,
3 adequate, and reasonable to the Class, whether or not the Court awards any Service Payment; (ii) has
4 not asserted any individual, non-class claims against any Defendant in the operative complaint; (iii)
5 has not entered into any separate settlement agreement with any Defendant for a release of any
6 reserved claims; (iv) has not received any additional consideration from any Defendant that other
7 Class Members are not in a position to receive should this Settlement be approved, other than the
8 Service Payment, which the Court may, in its discretion, award to the Class Representative; and (v)
9 has read and considered this Agreement.

10 (c) The ability of Class Representative to apply to the Court for the Service
11 Payment is not conditioned on their support of the Settlement.

12 (d) The amount of the Service Payment to be applied for as set forth herein was
13 negotiated independently from the other terms of the Settlement. The negotiation was supervised by
14 the Honorable Carl J. West (Ret.) as mediator. Further, the allowance or disallowance by the Court
15 of an award of a Service Payment will be considered and determined by the Court separately from
16 the Court's consideration and determination of the fairness, reasonableness, and adequacy of the
17 Settlement.

18 (e) The Service Payment as awarded by the Court shall be deducted from the
19 Settlement Fund and paid by the Settlement Administrator from the Escrow Account within forty-
20 five (45) days after the Effective Date and within no more than three (3) business days before the
21 distribution of Initial Settlement Shares to provide the Settlement Administrator time to generate the
22 necessary checks for distribution to the Settlement Class.

23 72. Attorneys' Fees and Expenses.

24 73. Class Counsel will make an application to the Court for an award of Attorneys' Fees
25 and Expenses at least twenty-one (21) days prior to the Objection and Exclusion Deadline. The
26 amount of the Attorneys' Fees and Expenses will be determined by the Court.

27 74. Class Counsel shall apply to the Court for payment of Attorneys' Fees and Expenses
28 to be paid from the Settlement Fund. The Attorneys' Fees and Expenses to be applied for shall not

1 exceed the total of (i) one-third of the total amount of the Settlement Fund; and (ii) the total amount
2 of Class Counsel's reasonable expenses incurred in the prosecution of the Action. Defendants will
3 not object, appeal, or otherwise comment to any such fee and expense request.

4 75. The amount of the Attorneys' Fees and Expenses to be applied for by Class Counsel
5 was negotiated independently from the other terms of the class Settlement. The Parties negotiated the
6 Attorneys' Fees and Expenses to be sought by Class Counsel only after reaching an agreement upon
7 the relief provided to the Class. The entire negotiation was supervised by the Honorable Carl J. West
8 (Ret.) as mediator. The attorneys' fees shall be split between the two firms who make up Class
9 Counsel, as defined above, pursuant to a written fee sharing agreement. Plaintiff has given written
10 approval for this split of fees.

11 76. Any Attorneys' Fees and Expenses awarded by the Court shall be deducted from the
12 Settlement Fund. Such payment will be in lieu of statutory fees Plaintiff and/or their attorneys might
13 otherwise have been entitled to recover from Defendants. Unless otherwise ordered by the Court, this
14 amount shall be inclusive of all fees and costs of Class Counsel to be paid by Defendants and/or the
15 Settlement Fund in the Action. Plaintiff and Class Counsel agree that Defendants shall not pay, or be
16 obligated to pay, in excess of any award of Attorneys' Fees and Expenses by the Court, and that in
17 no event shall Defendants be obligated to pay any amount in excess of the Settlement Fund.

18 77. The Attorneys' Fees and Expenses awarded by the Court shall be paid by the
19 Settlement Administrator out of the Settlement Fund's escrow account within forty-five (45) business
20 days after the Effective Date and within no more than three (3) business days before the distribution
21 of Initial Settlement Shares to provide the Settlement Administrator time to calculate the amount of
22 the Initial Settlement Shares and generate the necessary checks for distribution to the Settlement
23 Class.

24 78. Subject to the Court's approval, Class Counsel shall have the sole and absolute
25 discretion to allocate the Attorneys' Fees and Expenses amongst Class Counsel and any other
26 attorneys for Plaintiff. Defendants shall have no liability or other responsibility for allocation of any
27 such Attorneys' Fees and Expenses awarded, and, in the event that any dispute arises relating to the
28 allocation of fees, Class Counsel agree to indemnify and hold Defendants harmless from any and all

1 such liabilities, costs, and expenses of such dispute.

2 79. Any petition or application for Attorneys' Fees and Expenses or for the Class
3 Representative Service Payment shall be filed at least twenty-one (21) days prior to the Objection and
4 Exclusion Deadline and made available for viewing and download on the Settlement Website.
5 Updated or supplemental petition(s) by those making initial timely petitions only, limited to reporting
6 new and additional professional time and expenses incurred in relation to the Settlement and claims
7 administration process after the filing of the initial petition, shall be permitted to be filed after that
8 date to ensure that the new professional time, costs and expenses on a going-forward basis in the
9 Action are fairly accounted for by the Court and remain compensable, subject to the Court's approval.

10 **VIII. RELEASES AND DISMISSAL OF ACTION**

11 80. Forty-five days after the Effective Date, the Releasing Parties shall be deemed to have,
12 and by operation of the Final Approval Order and Final Judgment shall have, fully, finally, and forever
13 released, relinquished, and discharged all Released Claims against the Released Parties.

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

16 82. The Court shall enter an order retaining jurisdiction over the Parties to this Stipulation
17 of Settlement with respect to the enforcement and future performance of the terms of this Stipulation
18 of Settlement. If any applications for relief are made, such applications shall be made to the Court.

19 83. Upon the Effective Date this Settlement shall be the exclusive remedy for any and all
20 Released Claims of Plaintiff and Class Members.

21 **IX. ADMINISTRATION OF THE SETTLEMENT**

22 84. Because the names of Class Members and other personal information about them will
23 be provided to the Settlement Administrator for purposes of providing cash benefits and processing
24 opt-out requests, the Settlement Administrator shall keep all such information confidential and not
25 disclose it to anyone other than Defense Counsel and Class Counsel and will ensure that any
26 information provided to it by Class Members will be secure and used solely for the purpose of
27 effecting this Settlement.

1 85. In fulfilling its responsibilities in providing Class Notice, the Settlement Administrator
2 shall be responsible for, without limitation, consulting on and designing the notice to the Class,
3 including implementing the notice program set forth in Section VI, above.

4 86. The Settlement Administrator also shall be responsible for, without limitation,
5 dissemination of Class Notice as set forth in Section VI, above.

6 87. The Settlement Administrator also shall be responsible for, without limitation,
7 implementing the terms of the payment election process and related administrative activities that
8 include communications with Class Members concerning the Settlement, the payment election
9 process, and their options thereunder. In particular, the Settlement Administrator shall be responsible
10 for: (a) printing, e-mailing, mailing or otherwise arranging for the mailing of the Class Notice in
11 response to Class Members' requests; (b) making any mailings required under the terms of this
12 Stipulation of Settlement; (c) establishing the Settlement Website; (d) receiving and maintaining any
13 Class Member correspondence regarding requests for exclusion to the Settlement; (e) forwarding
14 inquiries from Class Members to Class Counsel for a response, if warranted; (f) establishing an e-
15 mail address and post office box for the receipt of Payment Method Election Forms, exclusion
16 requests, and any correspondence; (g) reviewing Payment Method Election Forms according to the
17 review protocols agreed to by the Parties and set forth in this Stipulation of Settlement; (h) distributing
18 the Initial Settlement Shares and Second Settlement Shares as set forth in this Agreement; and
19 (i) otherwise implementing and/or assisting with the Payment Method Election Form review process
20 and the payment of Settlement Shares to Class Members.

21 88. The Settlement Administrator shall administer the Settlement in accordance with the
22 terms of this Settlement and, without limiting the foregoing, shall:

23 (a) Treat any and all documents, communications and other information and
24 materials received in connection with the administration of the Settlement, including Class Members'
25 personally identifiable information, as confidential and shall not disclose any or all such documents,
26 communications or other information to any person or entity except as provided for in this Stipulation
27 of Settlement or by court order;

1 (b) Receive requests for exclusion or opt-out requests from Class Members and
2 provide to Class Counsel and Defense Counsel a copy thereof within three (3) days of receipt. If the
3 Settlement Administrator receives any requests for exclusion or opt-out request after the deadline for
4 the submission of such requests, the Settlement Administrator shall promptly provide Class Counsel
5 and Defense Counsel with copies thereof; and

6 (c) Receive and maintain all correspondence from any Class Member regarding
7 the Settlement.

8 89. The Settlement Administrator shall be reimbursed, for Administration Expenses
9 estimated to total \$59,575, from the Settlement Fund no later than forty-five days after the Effective
10 Date.

11 90. Each Class Member may submit a Payment Method Election Form. Class Members
12 must follow and abide by the instructions set forth in the Payment Method Election Form. Payment
13 Method Election Forms will be: (a) included on the Settlement Website; and (b) made readily
14 available from the Settlement Administrator, as provided in the Preliminary Approval Order.

15 91. Payment Method Election Forms that do not meet the requirements set forth in this
16 Settlement and in the Payment Method Election Form instructions shall be rejected. Where a good
17 faith basis exists, the Settlement Administrator may reject a Class Member's Payment Method
18 Election Form for, among other reasons, the following:

- 19 (a) Failure to fully complete and/or sign the Payment Method Election Form;
- 20 (b) Illegible Payment Method Election Form;
- 21 (c) The person submitting the Payment Method Election Form is not a Class
22 Member;
- 23 (d) The Payment Method Election Form is fraudulent;
- 24 (e) The Payment Method Election Form is duplicative of another Payment Method
25 Election Form;
- 26 (f) The person submitting the Payment Method Election Form requests that
27 payment be made to a person or entity other than the Class Member for whom the Payment Method
28 Election Form is submitted;

1 (g) Failure to submit a Payment Method Election Form by the Payment Method
2 Election Deadline; and/or

3 (h) The Payment Method Election Form otherwise does not meet the requirements
4 of this Stipulation of Settlement.

5 92. The Settlement Administrator shall determine whether a Payment Method Election
6 Form meets the requirements set forth in this Stipulation of Settlement. Each Payment Method
7 Election Form shall be submitted to and reviewed by the Settlement Administrator, who shall
8 determine the extent, if any, to which the election shall be allowed.

9 93. Payment Method Election Forms that do not meet the terms and conditions of this
10 Settlement shall be promptly rejected by the Settlement Administrator. The Settlement Administrator
11 shall have fourteen (14) days from the Payment Method Election Deadline to exercise the right of
12 rejection. The Settlement Administrator shall notify the Class Member using the contact information
13 provided in the Payment Method Election Form of the rejection. Class Counsel and Defense Counsel
14 shall be provided with copies of all such notifications to Class Members. If any Class Member whose
15 Payment Method Election Form has been rejected, in whole or in part, desires to contest such
16 rejection, the Class Member must, within ten (10) business days from receipt of the rejection, transmit
17 to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons indicating
18 the grounds for contesting the rejection, along with any supporting documentation, and requesting
19 further review by the Settlement Administrator, in consultation with Class Counsel and Defense
20 Counsel, of the denial of the Payment Method Election Form. If Class Counsel and Defense Counsel
21 cannot agree on a resolution of the Class Member's notice contesting the rejection, the disputed
22 Payment Method Election Form shall be presented to the Court, or a referee appointed by the Court
23 for summary and non-appealable resolution.

24 94. No person shall have any claim against Defendants, Defense Counsel, Plaintiff, Class
25 Counsel, the Class, and/or the Settlement Administrator based on any eligibility determinations,
26 distributions, or awards made in accordance with this Stipulation of Settlement. This provision does
27 not affect or limit in any way the right of review by the Court or referee of any disputed Payment
28 Method Election Forms as provided in this Stipulation of Settlement.

1 95. A Payment Method Election Form may be submitted electronically at the Settlement
2 Website. The Payment Method Election Form shall be deemed to have been submitted when it is
3 actually received by the Settlement Administrator.

4 96. Class Counsel and Defense Counsel shall have the right to inspect the Payment
5 Method Election Forms and supporting documentation received by the Settlement Administrator at
6 any time upon reasonable notice.

7 97. Any Class Member who, in accordance with the terms and conditions of this
8 Stipulation of Settlement, does not seek exclusion from the Class will be bound together with all Class
9 Members by all of the terms of this Stipulation of Settlement, including the terms of the Final
10 Approval Order and Final Judgment to be entered in the Action and the releases provided for herein,
11 and will be barred from bringing any action in any forum (state or federal) against any of the Released
12 Parties concerning the Released Claims.

13 98. Not later than twenty-one (21) days before the date of the Fairness Hearing, the
14 Settlement Administrator shall file with the Court a document: (a) containing a list of those persons
15 who have opted out or excluded themselves from the Settlement; (b) stating the total estimated
16 number of Class Members, and (c) the details regarding the number of valid Payment Method Election
17 Forms received and processed by the Settlement Administrator.

18 99. The Settlement Administrator may retain one or more persons to assist in the
19 completion of its responsibilities.

20 100. If the Settlement is not approved or for any reason the Effective Date does not occur,
21 no payments or distributions of any kind shall be made pursuant to this Stipulation of Settlement,
22 except for the costs and expenses of the Settlement Administrator, which shall be paid out of the
23 Escrow Account, and for which Plaintiff and/or Class Counsel are not responsible. In the event the
24 Settlement Administrator fails to perform its duties, and/or makes a material or fraudulent
25 misrepresentation to, or conceals requested material information from, Class Counsel, Defendants,
26 and/or Defense Counsel, then the party to whom the misrepresentation is made shall, in addition to
27 any other appropriate relief, have the right to demand that the Settlement Administrator immediately
28 be replaced. No party shall unreasonably withhold consent to remove the Settlement Administrator.

1 The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement
2 Administrator in good faith, and, if they are unable to do so, will refer the matter to the Court for
3 resolution.

4 101. Defendants and the Released Parties are not obligated to (and will not be obligated to)
5 compute, estimate, or pay any taxes on behalf of any Plaintiff, any Class Member, Class Counsel,
6 and/or the Settlement Administrator.

7 **X. REQUESTS FOR EXCLUSION (OPT-OUTS) AND OBJECTIONS**

8 102. Requests for Exclusion.

9 (a) Any Class Member who wishes to be excluded from the Class must do one of
10 the following: (1) mail a written request for exclusion to the Settlement Administrator at the address
11 provided in the Long Form Notice, postmarked by the Objection and Exclusion Deadline ordered by
12 the Court in the Preliminary Approval Order; or (2) send a written request for exclusion to the
13 Settlement Administrator by e-mail, at the address or numbers provided in the Long Form Notice,
14 before midnight Pacific Time on the Objection and Exclusion Deadline. The request must (a) state
15 the Class Member's name, address, and telephone number; (b) reference to *Seltzer v. Palmer, et al.*,
16 Case No. 18STCV07828; and (c) clearly state that the Class Member wants to be excluded from the
17 Class and not participate in the Settlement. A list reflecting all requests for exclusion shall be filed
18 with the Court by the Settlement Administrator, via declaration, no later than fourteen (14) days
19 before the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may
20 not file an objection under Paragraphs 107 through 110 herein. Any otherwise valid request for
21 exclusion filed within sixty (60) days of any re-mailed class notice shall be considered timely.

22 (b) In the event any Class Member files a timely request for exclusion, he/she will
23 not be a member of the Class, will not release any Released Claims pursuant to this Settlement or be
24 subject to the Release, and will reserve all Released Claims he or she may have.

25 (c) Any potential Class Member who does not file a timely written request for
26 exclusion as provided in Paragraphs 102 through 106 herein shall be bound by all subsequent
27 proceedings, orders and judgments, including, but not limited to, the Release, Final Approval Order
28 and Final Judgment in the Action.

1 103. For those Class Members who submit a request for exclusion by email, the Class
2 Member's typed name at the bottom of the email shall constitute their signature. The date of the
3 postmark or email shall be the exclusive means used to determine whether a request for exclusion has
4 been timely submitted. Requests for exclusion must be exercised individually by the Class Member
5 or the Class Member's Legally Authorized Representative, not as or on behalf of a group, class, or
6 subclass. All requests for exclusion must be submitted by the requesting Class Member (or their
7 Legally Authorized Representative), except that the Class Member's counsel may submit a request
8 for exclusion on behalf of the individual Class Member if:

9 (a) The Class Member's counsel retains a copy of the Class Member's signed
10 retention agreement with the counsel who is submitting the opt-out request, along with a copy of any
11 other agreements between the Class Member and counsel who is submitting the opt-out request or
12 their co-counsel, and agrees that any such agreements shall be provided to the Court *in camera* if the
13 Court so requests;

14 (b) The Class Member's counsel submits a declaration under penalty of perjury
15 that:

16 (i) Avers that the Class Member signed a retention agreement with the
17 individual attorney signing the declaration and submitting the opt-out request, and identifies
18 approximately when this occurred;

19 (ii) Avers that the attorney signing the declaration (a) personally advised
20 the Class Member of the estimate the parties provided of how much the individual Class Member
21 would have recovered under the Settlement; and (b) personally inquired whether the Class Member
22 would prefer to accept the settlement or opt out and maintain their right to pursue individual claims,
23 and the Class Member consented verbally or in writing to opt out; and

24 (iii) Contains the advising attorney's original signature.

25 104. After entry of Final Judgment, all Class Members who are not included in the Opt-Out
26 List approved by the Court shall be bound by this Settlement Agreement, and all their claims shall be
27 released as provided for herein, even if they never received actual notice of the Action or this proposed
28 Settlement.

1 105. In the event that a Class Member submits a request for exclusion that the Parties do
2 not believe was timely and/or properly submitted, the Court shall determine whether the request for
3 exclusion was timely and properly submitted.

4 106. Class Members may object to or opt out of the Settlement, but may not do both. Any
5 Class Member who submits a timely request for exclusion may not file an objection to the Settlement,
6 submit a Payment Method Election Form, or receive a Settlement Share, and shall be deemed to have
7 waived any rights or benefits under the Settlement.

8 107. Objections. Any Class Member who has not filed a timely written request for exclusion
9 and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the
10 proposed Settlement, or to the award of Attorneys' Fees and Expenses, or to the Service Payment to
11 the Class Representative, should do one of the following: (1) mail a written statement, describing the
12 Class Member's objections in the specific manner set forth in this Section, to the Settlement
13 Administrator at the address provided in the Long Form Notice, postmarked by the Objection and
14 Exclusion Deadline ordered by the Court in the Preliminary Approval Order; or (2) send a written
15 statement, describing the Class Member's objections in the specific manner set forth in this Section,
16 to the Settlement Administrator by e-mail, at the address or numbers provided in the Long Form
17 Notice, before midnight Pacific Time on the Objection and Exclusion Deadline. Any such objection
18 shall include: (1) the full name of Objector; (2) the full address of Objector; (3) the specific reason(s),
19 if any, for the objection, including any legal support the Class Member wishes to bring to the Court's
20 attention; (4) copies of any evidence or other information the Class Member wishes to introduce in
21 support of the objections; (5) a statement of whether the Class Member intends to appear and argue
22 at the Fairness Hearing; (6) the individual Class Member's written signature, with date; and (7)
23 reference to *Seltzer v. Palmer, et al.*, Case No. 18STCV07828. Class Members may personally object
24 or object through an attorney retained at their own expense, however, each individual Class Member
25 objecting to the Settlement, in whole or part, shall personally sign the objection. The objection must
26 also include an explanation why he, she or them falls within the definition of the Class. In addition,
27 any Class Member objecting to the Settlement shall provide a list of all other objections submitted by
28 the objector, or the objector's counsel, to any class action settlements submitted in any state or federal

1 court in the United States in the previous five years. If the Class Member, or his, her, or its counsel,
2 has not objected to any other class action settlement in the United States in the previous five years,
3 he, she or it shall affirmatively so state in the objection. Class Members who submit an objection may
4 be subject to discovery, including written discovery and depositions, on whether he or she is a Class
5 Member, and any other topic that the Court deems appropriate.

6 108. Notwithstanding paragraph 106 above, any Class Member may appear at the Fairness
7 Hearing, either in person or through personal counsel hired at the Class Member's own expense, to
8 object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or
9 to the award of Attorneys' Fees and Expenses, or Service Payment to the Plaintiff and/or the Class
10 Representative.

11 109. Any Class Member who objects to the Settlement shall be entitled to all benefits of the
12 Settlement if this Agreement and the terms contained herein are approved, as long as the objecting
13 Class Member complies with all requirements of this Agreement applicable to Class Members.

14 110. On the date set forth in the Preliminary Approval Order, a Fairness Hearing shall be
15 conducted to determine final approval of the Settlement. A motion in support of final approval of the
16 Settlement shall be filed no later than fourteen (14) days before the Fairness Hearing. A motion for
17 Service Payment to the Plaintiff and an award of Attorneys' Fees and Expenses to Class Counsel shall
18 be filed no later than twenty-one (21) days before the Objection and Exclusion Deadline. Upon final
19 approval of the Settlement by the Court at or after the Fairness Hearing, the Parties shall present the
20 Final Approval Order and Final Judgment, to the Court for approval and entry.

21 **XI. MODIFICATION OR TERMINATION OF THE SETTLEMENT**

22 111. The terms and provisions of this Agreement may be amended, modified, or expanded
23 by written agreement of the Parties and approval of the Court; provided, however, that after entry of
24 the Final Approval Order and Final Judgment, the Parties may by written agreement effect such
25 amendments, modifications, or expansions of this Agreement and its implementing documents
26 (including all exhibits attached hereto) without further notice to the Class or approval by the Court if
27 such changes are consistent with the Court's Final Approval Order and Final Judgment and do not
28 limit the rights of Class Members under this Agreement.

1 112. In the event the terms or conditions of this Settlement Agreement, other than terms
2 pertaining to the Attorneys' Fees and Expenses and/or the Service Payment, are materially modified
3 by any court, either party in its sole discretion to be exercised within fourteen (14) calendar days after
4 such a material modification may declare this Settlement Agreement null and void (with the exception
5 of Paragraphs 48, 112, 113, 130, and 135 herein). In the event that a party exercises his/her/its option
6 to withdraw from and terminate this Settlement Agreement, then the Settlement proposed herein shall
7 become null and void (with the exception of Paragraphs 48, 112, 130, and 135 herein) and shall have
8 no force or effect, the Parties shall not be bound by this Agreement, and the Parties will be returned
9 to their respective positions existing immediately before the execution of this Agreement.
10 Notwithstanding the foregoing, in the event this Agreement is not approved by any court, or the
11 Settlement is declared null and void, or in the event that the Effective Date does not occur, Class
12 Members, Plaintiff, and Class Counsel shall not in any way be responsible or liable for any
13 Administration Expenses, including any costs of notice and administration associated with this
14 Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs and
15 Defendants' future payment obligations shall cease.

16 113. Notwithstanding the terms of this Settlement Agreement, if the Settlement is not
17 consummated, Class Counsel may include any time spent in Settlement efforts as part of any statutory
18 or other fee petition filed at the conclusion of the Action as valuable work done for the benefit of the
19 Class and in furtherance of their claims, and Defendants reserve the right to object to the
20 reasonableness of such requested fees.

21 **XII. SETTLEMENT NOT EVIDENCE AGAINST PARTIES**

22 114. The Parties expressly acknowledge and agree that this Stipulation of Settlement and
23 its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, information
24 exchanged, and correspondence relating thereto, constitute an offer of compromise and a compromise
25 subject to the mediation privilege, Cal. Evid. Code § 1119. In no event shall this Settlement, any of
26 its provisions or any negotiations, statements or court proceedings relating to its provisions in any
27 way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the
28 Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except that

1 this Stipulation of Settlement is intended to be admissible and subject to disclosure for the purpose of
2 carrying out the Settlement, in a proceeding to enforce this Settlement or the rights of the Parties or
3 their counsel, and by Defendants in connection with any claim or action relating to Defendants'
4 insurance coverage for the Settlement. Without limiting the foregoing, neither this Stipulation of
5 Settlement nor any related negotiations, statements, or court proceedings shall be construed as,
6 offered as, received as, used as or deemed to be evidence or an admission or concession of any liability
7 or wrongdoing whatsoever on the part of any person or entity, including, but not limited to,
8 Defendants, the Released Parties, Plaintiff, or the Class, or as a waiver by Defendants, the Released
9 Parties, Plaintiff, or the Class of any applicable privileges, claims or defenses.

10 115. The provisions contained in this Settlement are not and shall not be deemed a
11 presumption, concession, or admission by Defendants of any default, liability or wrongdoing as to
12 any facts or claims alleged or asserted in the Action, or in any actions or proceedings, nor shall they
13 be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any
14 person in the Action, or in any other action or proceeding, whether civil, criminal or administrative,
15 except that Defendants may file this Settlement or the Final Judgment in any action that may be
16 brought against any Released Parties in order to support a defense or counterclaim based on principles
17 of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any
18 other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Defendants
19 expressly deny the allegations in the Action. Defendants do not admit that they or any of the Released
20 Parties have engaged in any wrongful activity or that any person has sustained any damage by reason
21 of any of the facts complained of in the Action

22 **XIII. BEST EFFORTS**

23 116. Class Counsel shall take all necessary actions to accomplish approval of the
24 Settlement, the Class Notice, and dismissal of the Action. The Parties (including their counsel,
25 successors, and assigns) agree to cooperate fully and in good faith with one another and to use their
26 best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final
27 Court approval of this Settlement and the Settlement embodied herein, carrying out the terms of this
28 Settlement, and promptly agreeing upon and executing all such other documentation as may be

1 reasonably required to obtain final approval by the Court of the Settlement. In the event that the Court
2 fails to approve the Settlement or fails to issue the Final Approval Order and Final Judgment, the
3 Parties agree to use all reasonable efforts, consistent with this Settlement, to cure any defect identified
4 by the Court.

5 117. Each Party will cooperate with the other party in connection with effectuating the
6 Settlement or the administration of claims thereunder. Any requests for cooperation shall be narrowly
7 tailored and reasonably necessary for the requesting Party to recommend the Settlement to the Court,
8 and to carry out its terms.

9 **XIV. MISCELLANEOUS PROVISIONS**

10 118. This Settlement and its accompanying Exhibits set forth the entire understanding of
11 the Parties. No change to or termination of this Settlement shall be effective unless in writing and
12 signed by Class Counsel and Defense Counsel. No extrinsic evidence or parol evidence shall be used
13 to interpret this Settlement.

14 119. Any and all previous agreements and understandings between or among the Parties
15 regarding the subject matter of this Settlement, whether written or oral, are superseded and hereby
16 revoked by this Settlement. The Parties expressly agree that the terms and conditions of this
17 Settlement will control over any other written or oral agreements.

18 120. This Settlement may not be changed, altered, or modified, except in writing and signed
19 by the Parties and approved by the Court. This Settlement may not be discharged except by
20 performance in accordance with its terms or by a writing signed by the Parties.

21 121. All of the Parties warrant and represent that they are agreeing to the terms of this
22 Settlement based upon the legal advice of their respective attorneys, that they have been afforded the
23 opportunity to discuss the contents of this Settlement with their attorneys and that the terms and
24 conditions of this document are fully understood and voluntarily accepted.

25 122. The Parties have spent substantial time negotiating this Settlement, during a portion of
26 which it was impracticable, impossible, or futile to bring the Action to trial. Accordingly, in the event
27 that this Agreement is not approved by the Court or the Settlement is terminated or fails to become
28 effective in accordance with its terms, including, but not limited to, termination of the Agreement

1 pursuant to Paragraphs 111 through 113 herein, the time period from September 8, 2021 to the date
2 on which this Agreement is terminated or fails to become effective, if any, (i) shall not count for the
3 purpose of calculating the five-year period to bring the Action to trial under California Code of Civil
4 Procedure ("C.C.P.") § 583.310, and (ii) shall not be used as the basis for any claims, rights, or
5 defenses, except those relating to the foregoing provision relating to C.C.P. § 583.310, based on the
6 passage of time during such period. Notwithstanding the foregoing, in the event that this Agreement
7 is not approved by the Court or the Settlement is terminated or fails to become effective in accordance
8 with its terms, Plaintiff does not waive the right to seek further time to bring this Action to trial by
9 operation of law, or pursuant to C.C.P. § 583.310.

10 123. Without affecting the finality of the Final Approval Order and Final Judgment in any
11 way and even after the Effective Date, pursuant to C.C.P. § 664.6, the Court shall retain continuing
12 jurisdiction over (a) implementation of the Settlement; and (b) the Parties for the purpose of enforcing
13 and administering this Agreement. Any disagreement and/or action to enforce this Agreement shall
14 be commenced and maintained only in the Superior Court of the State of California for the County of
15 Los Angeles.

16 124. The waiver by any Party of a breach of any term of this Settlement shall not operate
17 or be construed as a waiver of any subsequent breach by any party. The failure of a Party to insist
18 upon strict adherence to any provision of this Settlement shall not constitute a waiver or thereafter
19 deprive such Party of the right to insist upon strict adherence.

20 125. The Parties represent, covenant, and warrant that they have not directly or indirectly,
21 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
22 entity any portion of any claims, causes of action, demands, rights, and liabilities of every nature and
23 description released under this Settlement.

24 126. This Settlement will be binding upon and will inure to the benefit of the Parties and
25 their respective heirs, trustees, executors, administrators, successors and assigns.

26 127. The headings in this Settlement are inserted merely for the purpose of convenience
27 and shall not affect the meaning or interpretation of this document.
28

1 128. Any exhibits to this Settlement are hereby incorporated and made a part of this
2 Settlement.

3 129. This Settlement shall be governed and construed in accordance with the internal laws
4 (as opposed to the conflicts of law provisions) of the State of California.

5 130. All agreements made and orders entered during the course of the litigation of the
6 Actions relating to the confidentiality of information shall survive this Settlement.

7 131. All reference to "days" in this Settlement shall refer to calendar days, unless otherwise
8 specified, provided that if a deadline provided for in the Settlement falls on a weekend or holiday,
9 that deadline shall be the next day that is not a weekend or holiday.

10 132. This Settlement may be executed with facsimile or electronic signatures and in
11 counterparts, each of which shall be deemed an original and all of which, when taken together, shall
12 constitute one and the same instrument. The date of execution shall be the latest date on which any
13 Party signs this Settlement.

14 133. This Settlement has been negotiated among and drafted by Class Counsel and Defense
15 Counsel. Plaintiff, Class Members, and Defendants shall not be deemed to be the drafter of this
16 Settlement or of any particular provision, nor shall they argue that any particular provision should be
17 construed against its drafter or otherwise resort to the *contra proferentem* canon of construction.
18 Accordingly, this Settlement should not be construed in favor of or against one Party as to the drafter,
19 and the Parties agree that the provisions of California Civil Code § 1654 and common law principles
20 of construing ambiguities against the drafter shall have no application. All Parties agree that counsel
21 for the Parties drafted this Settlement during extensive arms'-length negotiations. No parol or other
22 evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties
23 or their counsel, or the circumstances under which this Settlement was made or executed.

24 134. Defendants represent and warrant that the individual(s) executing this Settlement are
25 authorized to enter into this Settlement on behalf of Defendants. The signatories to this Settlement
26 hereby represent that they are fully authorized to enter into this Settlement on behalf of themselves
27 or their respective principals.
28

1 135. Any disagreement and/or action to enforce this Settlement shall be commenced and
2 maintained only in the Court in which this Action is pending.

3 136. Whenever this Settlement requires or contemplates that one of the Parties shall or may
4 give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays,
5 Sundays and Legal Holidays) express delivery service as follows:

6 Upon Class Counsel at:

7 Theodore Maya
8 tmaya@ahdootwolfson.com
9 Robert R. Ahdoot
rahdoot@ahdootwolfson.com
10 Tina Wolfson
twolfson@ahdootwolfson.com
11 AHDOOT & WOLFSON, PC
2600 W. Olive Avenue | Suite 500
12 Burbank, California 91505-4521

13 Caleb Marker
14 caleb.marker@zimmreed.com
ZIMMERMAN REED
15 6420 Wilshire Blvd. | Suite 1080
Los Angeles, California 90048

16
17 Upon Defense Counsel at:

18 Robert M. Waxman
19 rwaxman@ecjlaw.com
Jason L. Haas
20 jhaas@ecjlaw.com
ERVIN COHEN & JESSUP LLP
21 9401 Wilshire Blvd., Ninth Floor
Beverly Hills, CA 90212-2974

22 Jacqueline Antonio
23 General Counsel
24 GHP Management Corporation, Inc.
Jacqueline@ghpmmngt.com
25 1082 West 7th Street
26 Los Angeles, CA 90017

27 137. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable
28 extensions of time that might be necessary to carry out any of the provisions of this Settlement.

1 138. The Court has jurisdiction over the Parties to this Stipulation of Settlement and the
2 Class.

3 139. The Parties believe that this Settlement is a fair, adequate, and reasonable settlement
4 of the Action, and they have arrived at this Settlement through arms'-length negotiations, taking into
5 account all relevant factors, present and potential.

6 IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and
7 intending to be legally bound hereby, have duly executed this Stipulation of Settlement as of the date
8 set forth below.

9
10 **PLAINTIFF**

11
12 Dated: _____

Heath Seltzer

13
14
15 **DEFENDANTES**

16 Dated: 10/17/22

Geoffrey H. Palmer

17
18
19 Dated: 10/17/22

Geoffrey H. Palmer dba G.H. Palmer Associates

20
21
22 Dated: 10/17/22


GHP Management Corporation

23
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25 By: Geoffrey H. Palmer
26 Its: President
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CLASS COUNSEL

Dated: 10/26/2022



Theodore W. Maya
AHDOOT & WOLFSON, PC
Attorneys for Plaintiff and the Class

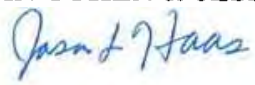
Dated: _____

Caleb Marker
ZIMMERMAN REED LLP
Attorneys for Plaintiff and the Class

DEFENSE COUNSEL

ERVIN COHEN & JESSUP, LLP

Dated: _____

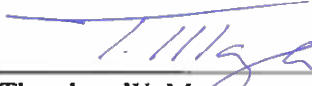


Jason L. Haas
For Defendants GHP Management
Corporation Geoffrey H. Palmer, and
Geoffrey H. Palmer dba G.H. Palmer
Associates

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CLASS COUNSEL

Dated: 10/26/2022



Theodore W. Maya
AHDOOT & WOLFSON, PC
Attorneys for Plaintiff and the Class

Dated: 12/01/2022

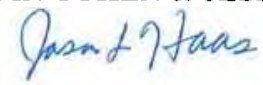


Caleb Marker
ZIMMERMAN REED LLP
Attorneys for Plaintiff and the Class

DEFENSE COUNSEL

ERVIN COHEN & JESSUP, LLP

Dated: _____



Jason L. Haas
For Defendants GHP Management
Corporation Geoffrey H. Palmer, and
Geoffrey H. Palmer dba G.H. Palmer
Associates

138. The Court has jurisdiction over the Parties to this Stipulation of Settlement and the Class.

139. The Parties believe that this Settlement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms'-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Stipulation of Settlement as of the date set forth below.

PLAINTIFF

Dated: 10/28/2022

W.A. R.

Heath Seltzer

DEFENDANTS

Dated: _____

Geoffrey H. Palmer

Dated:

Geoffrey H. Palmer dba G.H. Palmer Associates

Dated:

GHP Management Corporation

By: Geoffrey H. Palmer
Its: President

EXHIBIT A

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

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

12 Plaintiff,

13 v.

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

19 Defendants.

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

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

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

Date: [DATE]
Time: [TIME]
Department: 1

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

1 This matter came before the Court as Plaintiff's Motion for Final Approval of a Class Action
2 Settlement ("Motion") on _____, 2022 in Department 1 of the Superior Court of California for the
3 County of Los Angeles, the Stuart M. Rice presiding.

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

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

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

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

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

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

24 A Final Approval Hearing was held on _____, 2022. Prior to the Final Approval Hearing,
25 proof of completion of the notice plan was filed with the Court, along with declarations of compliance
26 as prescribed in the Preliminary Approval Order. Class Members were therefore notified of their right
27 to appear at the hearing in support of or in opposition to the proposed settlement, the award of attorneys'
28 fees and expenses to Class Counsel, and the payment of service awards.

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

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

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

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

14 All tenants of Defendants' properties in the State of California from
15 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.

16 (SA ¶ 4).

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

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

22 5. With respect to the Settlement Class, the Court finds that: (a) the members of the
23 Settlement Class are so numerous that their joinder is impracticable; (b) there are questions of law and
24 fact common to the Settlement Class which predominate over any individual questions; (c) the claims
25 of the Class Representative are typical of the claims of the Settlement Class; and (d) for purposes of
26 settlement, a class action is superior to other available methods for the fair and efficient adjudication of
27 the controversy considering: (i) the interest of the Settlement Class in individually controlling the
28 prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy

1 already commenced by the Settlement Class, (iii) the desirability or understandability of concentrating
2 the litigation of these claims in the particular forum, and (iv) the difficulties likely to be encountered in
3 the management of the action.

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

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

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

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

26 10. Settlement Class Members, including the Settlement Class Representative, and the
27 successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently
28

1 barred and enjoined from instituting, commencing or prosecuting, either directly or in any other
2 capacity, any Released Claim against any of the Released Parties.

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

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

10 13. For the reasons set forth in their application for attorney's fees, the Court hereby awards
11 Class Counsel attorney's fees in the amount of \$_____ and reimbursement of
12 expenses in the amount of \$_____. For the reasons set forth in the Class
13 Representative's Request for Service Awards, the Court hereby awards the Class Representative \$
14 _____ as a service award. The foregoing sums shall be paid from the Settlement Fund
15 in accordance with the Settlement Agreement.

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

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

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

24 17. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
25 California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the
26 Plaintiff, the Class Members, and Defendants for purposes of administering, consummating, enforcing,
27 and interpreting the Settlement Agreement, this Final Order, and the Final Judgment, and for any other
28

1 necessary purpose, and to issue related orders necessary to effectuate the final approval of the Settlement
2 Agreement.

3 18. The Settlement Administrator shall post the Final Order and Final Judgment on the
4 settlement website www.GHPLateFeeSettlement.com, forthwith.

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

9 20. The objections to the Settlement, the objections to the Fee and Service Award Motion,
10 the objections to the application by Class Counsel for attorneys' fees and reimbursement of expenses,
11 and the objections to the application by Class Counsel and Plaintiff for service awards are without merit
12 and are overruled.

13 21. The Court approves the Administration Expenses associated with the Settlement.

14
15 **IT IS SO ORDERED.**

16
17 Date: _____

Honorable Stuart M. Rice

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

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

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

[PROPOSED] FINAL JUDGMENT

1 WHEREAS, this matter came before the Court for hearing on _____, 2022 in Department 1
2 of the Superior Court of California for the County of Los Angeles, the Honorable Stuart M. Rice
3 presiding (“Final Hearing”), in accordance with the (i) Order Granting Motion for Preliminary Approval of
4 Class Action Settlement entered by this Court on _____, and (ii) Plaintiffs’ Motion for Final
5 Approval of Class Action Settlement seeking final approval of the settlement set forth in the Class Action
6 Settlement Agreement and Stipulation filed on _____ (the “Settlement”);

7 WHEREAS, the Court, having considered all papers filed in this action and oral arguments of
8 counsel in this action and those persons appearing at the Final Hearing, and otherwise being fully
9 informed, and good cause appearing thereon;

10 WHEREAS, on _____, 2022, this Court gave final approval to the class settlement and entered
11 its Order Granting Final Approval of Class Action Settlement; and

12 WHEREAS, unless otherwise defined herein, all capitalized words and terms contained in this
13 Final Judgment shall have the same meanings as set forth in the Settlement.

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

15 1. This Court has jurisdiction over the subject matter of the Action, this litigation, and all
16 Parties to the Action, including all Settlement Class Members.

17 2. The Court, pursuant to California Code of Civil Procedure section 382 and Rule 3.769(e)
18 and (d) of the California Rules of Court, orders that the Settlement Class shall be defined as:

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

21 3. Excluded from the Action, this litigation and the Settlement Class are those persons who
22 have submitted valid and timely requests for exclusion. Attached hereto as Exhibit A is a list of all persons
23 excluded from the Action or the Settlement Class by submitting valid and timely requests for exclusion.

24 4. This Court hereby enters judgment in accordance with, and subject to, the terms set forth in
25 the Order Granting Final Approval of Class Action Settlement, and the Representative Plaintiffs and the
26 Class Members shall take nothing except as provided in the Settlement Agreement and the Order Granting
27 Final Approval of Class Action Settlement.
28

1 5. Plaintiff and Settlement Class Representative Heath Seltzer fairly and adequately
2 represented the Class Members.

3 6. Class Counsel (Caleb Marker of Zimmerman Reed LLP and Theodore Maya of Ahdoot
4 & Wolfson, PC) fairly and adequately represented the Settlement Class Members.

5 7. The Parties shall take all steps necessary and appropriate to provide Class Members with
6 the benefits to which they are entitled under the terms of the Settlement and pursuant to the Orders of the
7 Court.

8 8. Plaintiff and Settlement Class Representative Heath Seltzer shall be awarded \$5,000.00 as
9 a service award in his capacity as a representative Plaintiff in the Action. Such funds shall be paid from the
10 Settlement Fund.

11 9. Class Counsel shall be awarded \$_____ in attorneys' fees and \$_____ in
12 expenses, which amounts are approved as fair and reasonable, in accordance with the terms of the
13 Settlement. Such sums shall be paid from the Settlement Fund.

14 10. The Court hereby approves the Settlement and finds that it is, in all respects, fair,
15 reasonable, and adequate to the Settlement Class.

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

24 12. The Class Notice disseminated pursuant to the Notice Plan and by Order of this Court was
25 the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of
26 those proceedings and of the matters set forth therein, including the proposed Settlement, to all Persons
27 entitled to such notice, and the Class Notice fully satisfied the requirements of California law and the
28 requirements of due process.

1 13. Pursuant to the Settlement Agreement, California Code of Civil Procedure section 664.6,
2 and Rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the parties to
3 enforce the terms of the Settlement Agreement, the Order Granting Final Approval of Class Action
4 Settlement, and this Final Judgment.

5 14. This document shall constitute a judgment for purposes of California Rule of Court
6 3.769(h). The Clerk is directed to enter this Final Judgment forthwith.

7
8
9 Date: _____

Honorable Stuart M. Rice

EXHIBIT C

<<Date>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

The 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 \$76,300), 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 **Month XX, 2022**. 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?

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 Deadline: Month XX, 2022	If you are a Class Member, you may submit a Payment Method Election Form by Month XX, 2022 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.
Exclude Yourself (Opt-Out) from the Settlement Deadline: Month XX, 2022	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.
Object to the Settlement Deadline: Month XX, 2022	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.
Go to a Hearing	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.

The Court's Hearing

The Court will hold a hearing in this case (*Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828) at __:___.m. on [DATE] 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 1-8XX-XXX-XXXX or by writing to the "GHP Late Fee Settlement Administrator" at P.O. Box XXXXX, City, ST XXXXX-XXXX or ___@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 email@email.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**

By: /s/
The Honorable Stuart M. Rice
Judge of the Superior Court

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 quisiera obtener un formulario de notificación en español, visite el sitio web del arreglo en www.GHPLateFeeSettlement.com, o comuníquese con el Administrador del arreglo, llámalo 1-XXX-XXX-XXXX.

- 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 Month XX, 2022 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: MONTH XX, XXXX	<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: MONTH XX, XXXX	<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: MONTH XX, XXXX	<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 **Month XX, XXXX**.

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-XXX-XXX-XXXX**, 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
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- 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-xxx-xxx-xxxx or e-mail ____@____.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 \$76,300), 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 Month XX, 2022**. You may also download a Payment Method Election Form from the website and submit it by mail, postmarked by **Month XX, 2022**.

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

Caleb Marker
ZIMMERMAN REED
c/o GHP Late Fee Settlement Administrator
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 \$76,300 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 **Month XX, XXXX**, or (2) send a written request for exclusion to the Settlement Administrator by e-mail at _____@email, on or before **11:59 p.m. Pacific Time on Month XX, XXXX**. 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

XXXXXXXXXXXX

XXXXXXXXXXXX

E-mail address: _____

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

16. What Happens If I Don’t Opt Out By Month XX, XXXX?

If you do not Opt Out by **Month XX, XXXX** 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 **Month XX, XXXX**, 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

XXXXXXXXXXXX

XXXXXXXXXXXX

E-mail address: _____

If you choose to submit your written statement via U.S. mail, your request must be postmarked no later than **Month, XX, XXXX**. 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 Month XX, XXXX**.

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 **xxx a.m.** on **Month XX, XXXX** in Department X 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 addresses listed in Question 16 above no later than **Month XX, XXXX**. 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-XXX-XXX-XXXX, or by writing to Class Counsel at the addresses in Question 11.

DO NOT CONTACT THE COURT ABOUT THIS NOTICE. THE COURT CANNOT ANSWERS 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.

EXHIBIT E

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

GHP Late Fee Settlement

Payment Method Election Form

You may quickly and easily file your Payment Method Election Form online at www.GHPLateFeeSettlement.com.

If you wish to file by mail, please complete and return this form to the Settlement Administrator with the appropriate postage to the following address:

GHP Late Fee Settlement Administrator
XXXXXXXXXXXX
XXXXXXXXXXXX
E-mail address: _____

The deadline to submit this form is **Month XX, XXXX**.

STEP 1: Please provide the following information.

First Name _____	MI _____	Last Name _____
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Email Address

Class Member Identification Number as stated on your email notice (optional).

STEP 2: Check a box below and provide the email or phone number associated with your account if you want to receive a digital payment. If you do not elect a digital payment, you will receive Your Initial Settlement Share by physical check mailed to your last known address, according to Defendants' records. In order to be eligible for a Second Settlement Share, you must submit a Payment Election Form, online or through the mail.

- ☐ PayPal (If checked) PayPal e-mail address: _____
- ☐ Venmo (If checked) Venmo phone number: _____
- ☐ Virtual Prepaid Card (If checked) – email address: _____

I declare under penalty of perjury that the information provided above is true and accurate.

Signature _____

Date _____

EXHIBIT F

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

THIS NOTICE MAY AFFECT YOUR RIGHTS – PLEASE READ IT CAREFULLY

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.**

<<mailid>>
<<Name1>> <<Name2>>
<<Address1>>
<<Address2>>
<<City>> <<State>> <<Zip>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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 **Month XX, 2022**. 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 [DATE]. 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 [DATE]. 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 __: __.m. on [DATE] 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 1-8XX-XXX-XXXX or by writing to the "GHP Late Fee Settlement Administrator" at P.O. Box XXXXX, City, ST XXXXX-XXXX or ____@GHPLateFeeSettlement.com.

For More Information Contact:

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

◆ Website: <<website.com>> ◆ Email: email@email.com

EXHIBIT G

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

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

12 Plaintiff,

13 v.

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

19 Defendants.

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

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

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

Date: [DATE]
Time: [TIME]
Department: 1

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

1 This matter came before the Court as Plaintiff's Motion for Preliminary Approval of a Class
2 Action Settlement ("Motion") on _____, 2022 in Department 1 of the Superior Court of California for
3 the County of Los Angeles, the Honorable Stuart M. Rice presiding.

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

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

8 Plaintiff and Defendants are referred to hereinafter collectively as "the Parties." Upon reviewing
9 the Motion, the Class Settlement Agreement and exhibits attached thereto ("Settlement Agreement" or
10 "Settlement"), filed concurrently with the Motion, and accompanying supporting declaration and
11 pleadings, and good cause appearing thereon, IT IS HEREBY ORDERED that the Motion is granted,
12 on the following terms and conditions:

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

15 2. The Court preliminarily finds the Settlement fair, just, reasonable, and adequate, and
16 therefore preliminarily approves the Settlement, subject to further consideration by the Court at the time
17 of the Fairness Hearing.

18 3. The Court, for purposes of this Settlement, pursuant to California Code of Civil
19 Procedure section 382 and Rule 3.769(e) and (d) of the California Rules of Court, orders that the
20 Settlement Class constitutes:

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

(Settlement Agreement ¶ 4.)

25 4. Plaintiff Heath Seltzer is the Class Representative, as appointed by this Court's
26 November 20, 2020, Order.

27 5. Caleb Marker of Zimmerman Reed LLP and Theodore Maya of Ahdoot & Wolfson, PC
28 are Class Counsel, as appointed by this Court's November 20, 2020, Order.

1 6. The Court approves Angeion as the Settlement Administrator. The Settlement
2 Administrator shall comply with the terms and conditions of the Settlement Agreement in carrying out
3 its duties pursuant to the Settlement.

4 7. A Fairness Hearing shall be held before this Court on _____, 2022 at ____ a.m./p.m.
5 before the Honorable Stuart M. Rice in Department 1 of the Superior Court of California for the County
6 of Los Angeles, located at 312 North Spring Street, Los Angeles, California to determine: (a) whether
7 the proposed settlement of this class action on the terms and conditions provided for in the Settlement
8 Agreement should be given final approval as fair, just, reasonable; (b) whether a Final Order and Final
9 Judgment should be entered; and (c) whether Class Counsel's application for attorney's fees and
10 reimbursement of expenses and Class Representative's request for a service award to be paid from the
11 Common Fund, should be approved. The Fairness Hearing may be postponed, adjourned or continued
12 by further order of the Court, without further notice to the Parties or the Settlement Class Members.

13 8. The form, manner, and content of the Class Notice, attached to the Settlement Agreement
14 as Exhibits C-D and F, will provide the best notice practicable to the Class under the circumstances,
15 constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California
16 Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution
17 of the State of California, the Constitution of the United States, and other applicable law.

18 9. Defendants shall, through the Settlement Administrator, disseminate Class Notice, as
19 provided in the Settlement Agreement and in the Declaration of the Settlement Administrator, attached
20 as Exhibit H to the Settlement Agreement. The Notice Date shall be no later than ten (10) days after the
21 date of the issuance of this Preliminary Approval Order. The Settlement Administrator shall complete
22 the notice described in Section VI of the Settlement Agreement, on or before thirty (30) days after the
23 Notice Approval Date.

24 10. Any Class Member who wishes to be excluded from the Class must do one of the
25 following: (1) mail a written request for exclusion to the Settlement Administrator at the address
26 provided in the Long Form Notice, postmarked on or before 60 days after the Notice Date; (2) send a
27 written request for exclusion to the Settlement Administrator by e-mail or fax, at the email address or
28 numbers provided in the Long Form Notice, on or before midnight Pacific Time on the date that falls

60 days after the Notice Date; or (3) fully complete the Request for Exclusion form available for submission on the Settlement Website, on or before midnight Pacific Time on the date that falls 60 days after the Notice D. A written request for exclusion must: (a) state the Class Member's name, address, telephone number; (b) reference *Seltzer v. Palmer, et al.*, Case No. 18STCV07828; and (c) clearly state that the Class Member wants to be excluded from the Class, not to participate in the Settlement, and otherwise comply with the terms stated in the Long Form Notice and this Order. Any otherwise valid request for exclusion filed within sixty (60) days of any re-mailed class notice shall be considered timely. All Class Members will be bound by the Final Order and Final Judgment unless such Class Members timely file valid written requests for exclusion or opt out in accordance with this Order.

11. Any Class Member, who has not filed a timely written request for exclusion, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the Service Award to the Class Representative, must do one of the following: (1) appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or Service Payment to the Class Representative; (2) mail a written statement, describing the Class Member's objections to the Settlement Administrator at the address provided in the Long Form Notice, postmarked no later than 60 days after the Notice Date; or (3) send a written statement, describing the Class Member's objections to the Settlement Administrator by e-mail, at the address provided in the Long Form Notice, before midnight Pacific Time on a date no later than 60 days after the Notice Date. Any such written objection shall include: (1) the full name of objector, (2) the full address of objector, (3) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (4) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (5) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; (6) the individual Class Member's written signature, with date; and (7) a reference to *Seltzer v. Palmer, et al.*, Case No. 18STCV07828. Class Members may personally object or object through an attorney retained at their own expense, however, each individual Class Member objecting to the Settlement, in whole or part, shall personally sign the

1 objection. The objection must also include proof that the Class Member falls within the definition of the
2 Class. In addition, any Class Member objecting to the Settlement shall provide a list of all other
3 objections the objector, or the objector's counsel, has submitted to any class action settlement in any
4 state or federal court in the United States in the previous five years. If the Class Member, or his, her or
5 its counsel, has not objected to any other class action settlement in the United States in the previous five
6 (5) years, he, she or it shall affirmatively so state in the objection. Class Members who file an objection
7 may be subject to discovery on matters related to their objection, including depositions.

8 12. Any Class Member may appear at the Fairness Hearing, either in person or through
9 personal counsel hired at the Class Member's own expense, to object to the fairness, reasonableness, or
10 adequacy of the Settlement Agreement or the proposed Settlement, or to the award of Attorneys' Fees
11 and Expenses, or Service Award to Plaintiff and/or Class Representative.

12 13. The Parties shall file and serve papers in support of final approval of the Settlement at
13 least 21 days before the Fairness Hearing; and in support of Class Counsel's application for an award of
14 attorneys' fees and reimbursement of expenses, and Class Representative's service awards at least
15 twenty-one (21) calendar days prior to the Objection Deadline. The Settlement Administrator shall file
16 with the Court a declaration outlining the scope, method, and results of the notice program, described in
17 Section VI of the Settlement and in Declaration of the Settlement Administrator (attached as Exhibit H
18 to the Settlement), at least seven days prior to the Fairness Hearing.

19 14. The Parties may file replies/responses to objections and supplemental papers to any
20 motion or petition on or before seven (7) calendar days before the Fairness Hearing.

21 15. If the proposed Settlement is finally approved, the Court shall enter a separate order
22 finally approving the Settlement and entering judgment. The form of the Final Order and Final Judgment
23 attached to the Settlement Agreement as Exhibits A-B are preliminarily approved.

24 16. The Parties are hereby ordered, pursuant to the terms and conditions of this Agreement,
25 to take all necessary and appropriate steps to establish the means necessary to implement the Settlement.

26 17. Pending the Fairness Hearing, all proceedings in this Action, other than proceedings
27 necessary to carry out or enforce the terms and conditions of this Agreement and this Order are hereby
28 stayed.

1 18. Pending the Fairness Hearing, a preliminary injunction is hereby issued enjoining Class
2 Members who did not seek exclusion from the Class, pending the Court's determination of whether the
3 Settlement should be given final approval, from challenging in any action or proceeding any matter
4 covered by this Settlement, except for proceedings in this Court to determine whether the Settlement of
5 the Action will be given final approval.

6
7 **IT IS SO ORDERED.**

8
9 Date: _____

Honorable Stuart M. Rice

EXHIBIT H

AHDOOT & WOLFSON PC

Tina Wolfson (SBN 174806)
E-mail: twolfson@ahdootwolfson.com
Robert Ahdoot (SBN 172806)
Email: rahdoot@ahdootwolfson.com
Theodore Maya (SBN 223242)
E-mail: tmaya@ahdootwolfson.com
2600 West Olive Ave., Suite 500
Burbank, CA 91505
Telephone: (310) 474-9111
Facsimile: (310) 474-8585

ZIMMERMAN REED LLP

Caleb Marker (SBN 269721)
E-mail: caleb.marker@zimmreed.com
6420 Wilshire Blvd., Suite 1080
Los Angeles, CA 90048
Telephone: (877) 500-8780
Facsimile: (877) 500-8781

Attorneys for Plaintiff Heath Seltzer

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,

Defendant.

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

**DECLARATION OF STEVEN
WEISBROT, ESQ. RE: ANGEION
GROUP, LLC QUALIFICATIONS AND
IMPLEMENTATION OF THE NOTICE
PLAN**

1 I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

2 1. I am the President and Chief Executive Officer at the class action notice and claims
3 administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing,
4 developing, analyzing and implementing large-scale, unbiased, legal notification plans.

5 2. I have personal knowledge of the matters stated herein. In forming my opinions regarding
6 notice in this action, I have drawn from my extensive class action experience, as described below.

7 3. I have been responsible in whole or in part for the design and implementation of hundreds
8 of court-approved notice and administration programs, including some of the largest and most
9 complex notice plans in recent history. I have taught numerous accredited Continuing Legal
10 Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital
11 Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author
12 of multiple articles on Class Action Notice, Claims Administration, and Notice Design in
13 publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class
14 Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at
15 conferences throughout the United States and internationally.

16 4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau
17 (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best*
18 *Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George
19 Washington Law School Best Practices Guide to Class Action Litigation.

20 5. I have given public comment and written guidance to the Judicial Conference Committee on
21 Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and
22 print publication, in effecting Due Process notice, and I have met with representatives of the Federal
23 Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum
24 for the judiciary concerning notice procedures.

25 6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action
26 services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior
27 to my notice and claims administration experience, I was employed in private law practice.

1 7. My notice work comprises a wide range of class actions that include data breach, mass
2 disasters, product defect, false advertising, employment discrimination, antitrust, tobacco, banking,
3 firearm, insurance, and bankruptcy cases.

4 8. I have been at the forefront of infusing digital media, as well as big data and advanced
5 targeting, into class action notice programs. Courts have repeatedly recognized my work in the
6 design of class action notice programs. A comprehensive summary of judicial recognition Angeion
7 has received is attached hereto as **Exhibit A**.

8 9. By way of background, Angeion is an experienced class action notice and claims
9 administration company formed by a team of executives that have had extensive tenures at five other
10 nationally recognized claims administration companies. Collectively, the management team at
11 Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to
12 Settlement Class Members. The executive profiles as well as the company overview are available
13 at https://www.angeiongroup.com/our_team.php.

14 10. As a class action administrator, Angeion has regularly been approved by both federal and
15 state courts throughout the United States and abroad to provide notice of class actions and claims
16 processing services.

17 11. This declaration will describe the Notice Plan that we will implement in this matter,
18 including the considerations that informed the development of the plan and why it will provide Due
19 Process of Law to the Class.

20 **SUMMARY OF THE NOTICE PLAN**

21 12. The Notice Plan described herein is the best notice that is practicable under the
22 circumstances and fully comports with due process and is fully compliant with CRC 3.766. It
23 provides individual direct notice to all reasonably identifiable Class Members, combined with
24 publication notice, a dedicated website and toll-free telephone line where Class Members can learn
25 more about their rights and options pursuant to the terms of the Settlement.

26 13. The direct notice effort in this matter will consist of sending individual notice via email to
27 all Class Members who have a valid email address. Class Members who do not have valid email
28

1 addresses or whose email notice could not be delivered will be sent notice by mail, as discussed in
2 greater detail below.

3 **Email Notice**

4 14. As an initial matter, Angeion will engage in an email address updating process to help ensure
5 the accuracy of the recipient email addresses. This email cleansing process removes extra spaces,
6 fixes common typographical errors in domain name and corrects insufficient domain suffixes (e.g.,
7 gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.). After the cleansing
8 process standardizes the email addresses, those email addresses will then be subjected to an email
9 validation process whereby each email address is compared to known bad email addresses.¹
10 Additionally, the email addresses are further verified by contacting the Internet Service Provider
11 (“ISP”) to determine if the email addresses exist.

12 15. Angeion will employ additional methods to help ensure that as many Settlement Class
13 Members as possible receive notice via email. Specifically, Angeion designs the email notice to
14 avoid many common “red flags” that might otherwise cause an individual’s spam filter to block or
15 identify the email notice as spam. For instance, Angeion does not include attachments to the email
16 notice because attachments are often interpreted by various Internet Service Providers (“ISP”) as
17 spam. Rather, in accordance with industry best practices, Angeion includes a link to all operative
18 documents so that Settlement Class Members can easily access this information.

19 16. Angeion also accounts for the real-world reality that some emails will inevitably fail to be
20 delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is
21 complete and after an approximate 24- to 72-hour rest period, Angeion causes a second round of
22 email noticing to continue to any email addresses that were previously identified as soft bounces
23 and not delivered, which allows any temporary block at the ISP level to expire. In our experience,
24 this minimizes emails that may have erroneously failed to deliver due to sensitive servers and
25 optimizes delivery.

26
27 ¹ Angeion maintains a database of email addresses that were returned as permanently undeliverable,
28 commonly referred to as a “hard bounce”, from prior email notice campaigns. Where an address has been
returned as a hard bounce within the last year, that email is designated as a known bad email address.

1 17. At the completion of the email campaign, Angeion will report to the Court concerning the
2 rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the
3 Court will possess a detailed, verified account of the success rate of the entire direct email notice
4 campaign.

5 **Mailed Notice**

6 18. As part of the Notice Plan, Angeion will send direct notice via first-class U.S. mail, postage
7 pre-paid, to Class Members whose email notice could not be delivered or who did not have an email
8 address, and for whom a mailing address is available. In administering the mailed notice portion of
9 the Notice Plan in this action, Angeion will employ the following best practices to increase the
10 deliverability rate of the mailed notices.

11 19. Angeion will cause the mailing address information for members of the Settlement Class to
12 be updated utilizing the National Change of Address (“NCOA”) database, which provides updated
13 address information for individuals or entities who have moved during the previous four years and
14 filed a change of address with the USPS.

15 20. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the
16 new address provided by the USPS and the class member database will be updated accordingly.

17 21. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to
18 an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of
19 data sources, including public records, real estate records, electronic directory assistance listings,
20 etc., to locate updated addresses.

21 22. For any Class Members where a new address is identified through the skip trace process, the
22 class member database will be updated with the new address information and a Notice will be re-
23 mailed to that address.

24 **Publication Notice**

25 23. In addition to direct notice efforts to be undertaken to reach Class Members, Angeion will
26 also cause publication notice to take place by running a printed advertisement twice during the notice
27
28

1 period in the Los Angeles Times. The advertisement will provide Class Members with information
2 on the Settlement and how to obtain more information about the Case.

3 **RESPONSE MECHANISMS**

4 24. The Notice Plan will also implement the creation of a case-specific website (“Settlement
5 Website”), where Class Members can easily view general information about the litigation, review
6 relevant Court documents, and view important dates and deadlines pertinent to the class action.
7 The Settlement Website will be designed to be user-friendly and make it easy for Class Members
8 to find information about the settlement. The Settlement Website will also have a “Contact Us”
9 page whereby Class Members can send an email with any additional questions to a dedicated email
10 address. Class Members will also be able to submit their payment election and provide an address
11 update via the Settlement Website.

12 25. A toll-free hotline devoted to this case will be implemented to further apprise Class
13 Members of the rights and options pursuant to the terms of the Settlement. The toll-free hotline
14 will utilize an interactive voice response (“IVR”) system to provide Class Members with responses
15 to frequently asked questions and provide essential information regarding the litigation. This
16 hotline will be accessible 24 hours a day, 7 days a week.

17 **DATA SECURITY**

18 26. Angeion recognizes that security is paramount to class action notice and administration and
19 has developed policies and procedures to secure our physical and network environments and to
20 ensure the protection of data. We have implemented Network Access Policies including Access
21 Control, Acceptable Use, Wireless Access, Password, and two-factor authentication. Background
22 Checks and Employee Termination policies are also standard protocols. Our Network Security
23 policies include Network Perimeter Security, Server Hardening, Anti-Virus, Data Retention,
24 Incident Response and Disaster Recovery Procedures. A copy of all data is kept offline at all times.
25 This ensures that should our systems go down for any reason, all data will remain accessible so that
26 cases may be administered without interruption.

27 27. Our practices and system are compliant with the California Consumer Privacy Act, as
28

1 currently drafted. We routinely monitor and review our policies and programs to ensure their
2 continuing suitability, adequacy, and effectiveness. Reviews include assessing opportunities for
3 improvement of information security policies as well as our approach to managing information
4 security in response to changes to environment, new threats and risks, business circumstances, legal
5 and policy implications, and technical environment.

6 **CONCLUSION**

7 28. The Notice Plan outlined above includes direct notice to all reasonably identifiable Class
8 Members, coupled with the implementation of a dedicated website and toll-free hotline to further
9 inform Class Members of their rights and options in the Settlement.

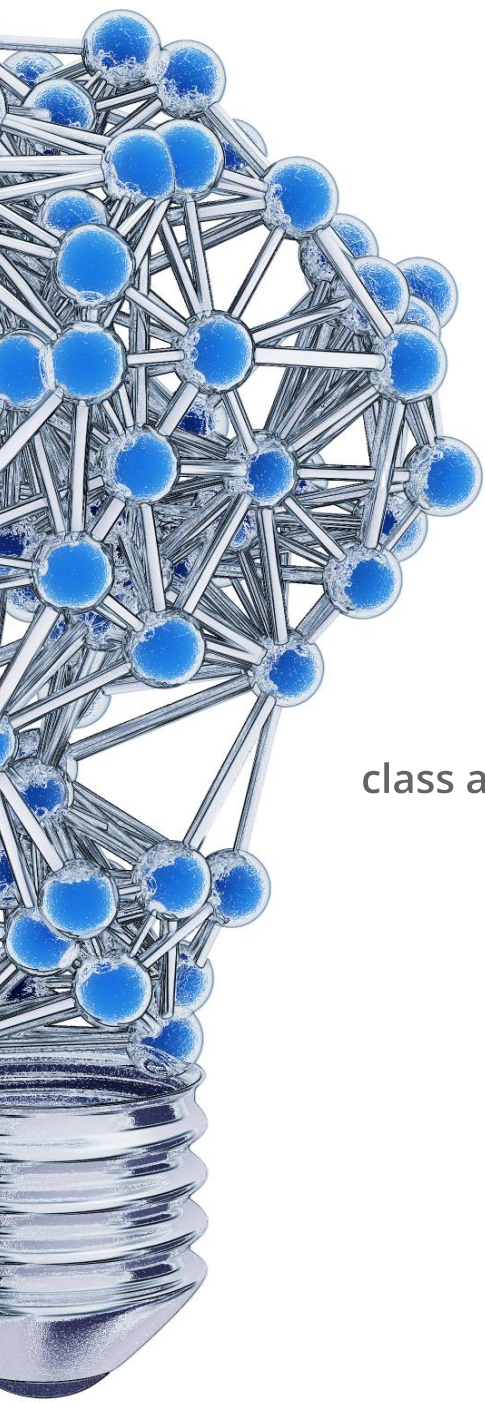
10 29. In my opinion, the Notice Plan will provide full and proper notice to Class Members before
11 any applicable deadlines. Moreover, it is my opinion that Notice Plan exceeds any requirement for
12 notice under due process, Fed. R. Civ. P. 23, and is fully compliant with CRC 3.766. After the
13 Notice Plan has concluded, Angeion will provide a final report verifying its effective
14 implementation.

15 30. The estimated cost of the Notice Plan and settlement administration is approximately
16 \$76,300.

17
18 Dated: July 18, 2022


STEVEN WEISBROT

Exhibit A



INNOVATION

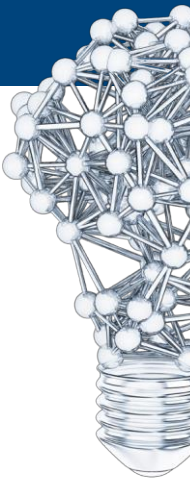
IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

JUDICIAL RECOGNITION



IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (October 1, 2021): The Court approves, as to form and content, the proposed Class Notices submitted to the Court. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Steven Weisbrot on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23, and due process.

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

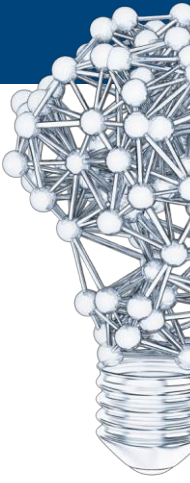
The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 31, 2022): The Court approves the Notice Plan, Notice of Proposed Class Action Settlement, Claim Form, and Opt-Out Form, which are attached to the Settlement Agreement as Exhibits B-E, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for a Fee and Expense Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

JUDICIAL RECOGNITION



CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

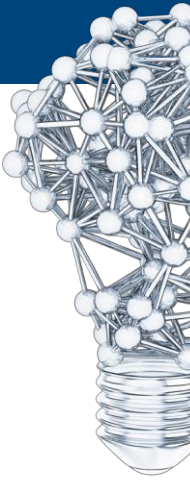
The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

JUDICIAL RECOGNITION



RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish),



and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

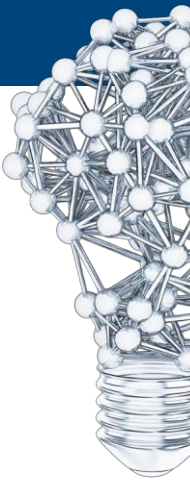
The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

JUDICIAL RECOGNITION



QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

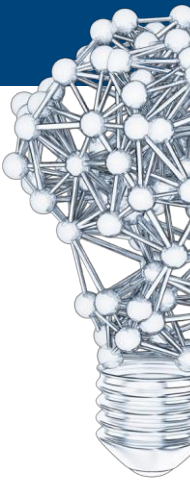
The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

JUDICIAL RECOGNITION



IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices

JUDICIAL RECOGNITION



substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

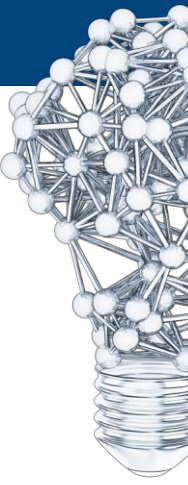
The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the

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circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is “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.” *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

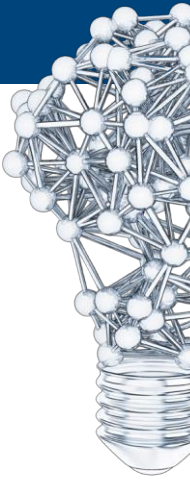
The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center’s illustrative class action notices.

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BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

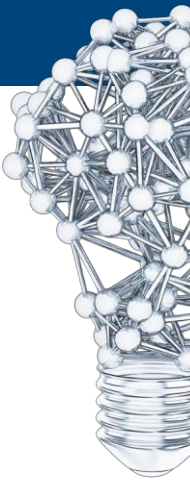
Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.



GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness

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website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

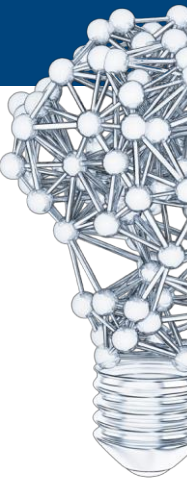
The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

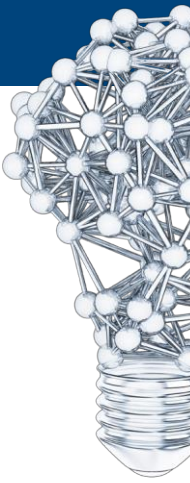
CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.





PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified

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through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the



requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr.



Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation;



of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).



IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite* [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

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FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (I), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of *the efforts of Angeion were highly successful and fulfilled all of those requirements* [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

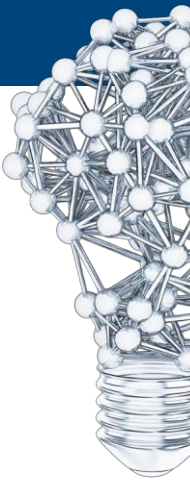
MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to



the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web- based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall

JUDICIAL RECOGNITION

constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

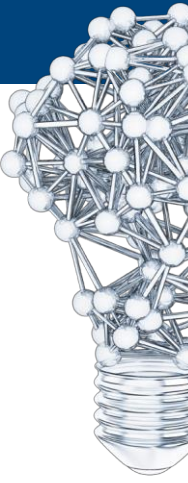


EXHIBIT B

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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

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

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

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

Date: December 5, 2022
Time: 10:30 a.m.
Department: 1

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

1 This matter came before the Court as Plaintiff's Motion for Preliminary Approval of a Class
2 Action Settlement ("Motion") on _____, 2022 in Department 1 of the Superior Court of California for
3 the County of Los Angeles, the Honorable Stuart M. Rice presiding.

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

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

8 Plaintiff and Defendants are referred to hereinafter collectively as "the Parties." Upon reviewing
9 the Motion, the Class Settlement Agreement and exhibits attached thereto ("Settlement Agreement" or
10 "Settlement"), filed concurrently with the Motion, and accompanying supporting declaration and
11 pleadings, and good cause appearing thereon, IT IS HEREBY ORDERED that the Motion is granted,
12 on the following terms and conditions:

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

15 2. The Court preliminarily finds the Settlement fair, just, reasonable, and adequate, and
16 therefore preliminarily approves the Settlement, subject to further consideration by the Court at the time
17 of the Fairness Hearing.

18 3. The Court, for purposes of this Settlement, pursuant to California Code of Civil
19 Procedure section 382 and Rule 3.769(e) and (d) of the California Rules of Court, orders that the
20 Settlement Class constitutes:

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

(Settlement Agreement ¶ 4.)

25 4. Plaintiff Heath Seltzer is the Class Representative, as appointed by this Court's
26 November 20, 2020, Order.

27 5. Caleb Marker of Zimmerman Reed LLP and Theodore Maya of Ahdoot & Wolfson, PC
28 are Class Counsel, as appointed by this Court's November 20, 2020, Order.

1 6. The Court approves Angeion as the Settlement Administrator. The Settlement
2 Administrator shall comply with the terms and conditions of the Settlement Agreement in carrying out
3 its duties pursuant to the Settlement.

4 7. A Fairness Hearing shall be held before this Court on _____, 2022 at ____ a.m./p.m.
5 before the Honorable Stuart M. Rice in Department 1 of the Superior Court of California for the County
6 of Los Angeles, located at 312 North Spring Street, Los Angeles, California to determine: (a) whether
7 the proposed settlement of this class action on the terms and conditions provided for in the Settlement
8 Agreement should be given final approval as fair, just, reasonable; (b) whether a Final Order and Final
9 Judgment should be entered; and (c) whether Class Counsel's application for attorney's fees and
10 reimbursement of expenses and Class Representative's request for a service award to be paid from the
11 Common Fund, should be approved. The Fairness Hearing may be postponed, adjourned or continued
12 by further order of the Court, without further notice to the Parties or the Settlement Class Members.

13 8. The form, manner, and content of the Class Notice, attached to the Settlement Agreement
14 as Exhibits C-D and F, will provide the best notice practicable to the Class under the circumstances,
15 constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California
16 Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution
17 of the State of California, the Constitution of the United States, and other applicable law.

18 9. Defendants shall, through the Settlement Administrator, disseminate Class Notice, as
19 provided in the Settlement Agreement and in the Declaration of the Settlement Administrator, attached
20 as Exhibit H to the Settlement Agreement. The Notice Date shall be no later than ten (10) days after the
21 date of the issuance of this Preliminary Approval Order. The Settlement Administrator shall complete
22 the notice described in Section VI of the Settlement Agreement, on or before thirty (30) days after the
23 Notice Approval Date.

24 10. Any Class Member who wishes to be excluded from the Class must do one of the
25 following: (1) mail a written request for exclusion to the Settlement Administrator at the address
26 provided in the Long Form Notice, postmarked on or before 60 days after the Notice Date; (2) send a
27 written request for exclusion to the Settlement Administrator by e-mail or fax, at the email address or
28 numbers provided in the Long Form Notice, on or before midnight Pacific Time on the date that falls

60 days after the Notice Date; or (3) fully complete the Request for Exclusion form available for submission on the Settlement Website, on or before midnight Pacific Time on the date that falls 60 days after the Notice D. A written request for exclusion must: (a) state the Class Member's name, address, telephone number; (b) reference *Seltzer v. Palmer, et al.*, Case No. 18STCV07828; and (c) clearly state that the Class Member wants to be excluded from the Class, not to participate in the Settlement, and otherwise comply with the terms stated in the Long Form Notice and this Order. Any otherwise valid request for exclusion filed within sixty (60) days of any re-mailed class notice shall be considered timely. All Class Members will be bound by the Final Order and Final Judgment unless such Class Members timely file valid written requests for exclusion or opt out in accordance with this Order.

11. Any Class Member, who has not filed a timely written request for exclusion, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the Service Award to the Class Representative, must do one of the following: (1) appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or Service Payment to the Class Representative; (2) mail a written statement, describing the Class Member's objections to the Settlement Administrator at the address provided in the Long Form Notice, postmarked no later than 60 days after the Notice Date; or (3) send a written statement, describing the Class Member's objections to the Settlement Administrator by e-mail, at the address provided in the Long Form Notice, before midnight Pacific Time on a date no later than 60 days after the Notice Date. Any such written objection shall include: (1) the full name of objector, (2) the full address of objector, (3) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (4) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (5) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; (6) the individual Class Member's written signature, with date; and (7) a reference to *Seltzer v. Palmer, et al.*, Case No. 18STCV07828. Any otherwise valid written statement or objection filed within sixty (60) days of any re-mailed class notice shall be considered timely. Class Members may personally object or object through an attorney retained

1 at their own expense, however, each individual Class Member objecting to the Settlement, in whole or
2 part, shall personally sign the objection. The objection must also include proof that the Class Member
3 falls within the definition of the Class. In addition, any Class Member objecting to the Settlement shall
4 provide a list of all other objections the objector, or the objector's counsel, has submitted to any class
5 action settlement in any state or federal court in the United States in the previous five years. If the Class
6 Member, or his, her or its counsel, has not objected to any other class action settlement in the United
7 States in the previous five (5) years, he, she or it shall affirmatively so state in the objection. Class
8 Members who file an objection may be subject to discovery on matters related to their objection,
9 including depositions.

10 12. Any Class Member may appear at the Fairness Hearing, either in person or through
11 personal counsel hired at the Class Member's own expense, to object to the fairness, reasonableness, or
12 adequacy of the Settlement Agreement or the proposed Settlement, or to the award of Attorneys' Fees
13 and Expenses, or Service Award to Plaintiff and/or Class Representative.

14 13. The Parties shall file and serve papers in support of final approval of the Settlement at
15 least 21 days before the Fairness Hearing; and in support of Class Counsel's application for an award of
16 attorneys' fees and reimbursement of expenses, and Class Representative's service awards at least
17 twenty-one (21) calendar days prior to the Objection Deadline. The Settlement Administrator shall file
18 with the Court a declaration outlining the scope, method, and results of the notice program, described in
19 Section VI of the Settlement and in Declaration of the Settlement Administrator (attached as Exhibit H
20 to the Settlement), at least seven days prior to the Fairness Hearing.

21 14. The Parties may file replies/responses to objections and supplemental papers to any
22 motion or petition on or before seven (7) calendar days before the Fairness Hearing.

23 15. If the proposed Settlement is finally approved, the Court shall enter a separate order
24 finally approving the Settlement and entering judgment. The form of the Final Order and Final Judgment
25 attached to the Settlement Agreement as Exhibits A-B are preliminarily approved.

26 16. The Parties are hereby ordered, pursuant to the terms and conditions of this Agreement,
27 to take all necessary and appropriate steps to establish the means necessary to implement the Settlement.
28

1 17. Pending the Fairness Hearing, all proceedings in this Action, other than proceedings
2 necessary to carry out or enforce the terms and conditions of this Agreement and this Order are hereby
3 stayed.

4 18. Pending the Fairness Hearing, a preliminary injunction is hereby issued enjoining Class
5 Members who did not seek exclusion from the Class, pending the Court's determination of whether the
6 Settlement should be given final approval, from challenging in any action or proceeding any matter
7 covered by this Settlement, except for proceedings in this Court to determine whether the Settlement of
8 the Action will be given final approval.

9
10 **IT IS SO ORDERED.**

11
12 Date: _____

Honorable Stuart M. Rice

EXHIBIT C

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Attorneys for Plaintiff Heath Seltzer and the Proposed Settlement Class

[Additional counsel appear on signature page]

**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*

**AMENDMENT TO STIPULATION OF
SETTLEMENT**

Department: 1

Date Action Filed: December 10, 2018

1 This Amendment to Stipulation of Settlement (“Amendment”) is made November __, 2022,
2 between Plaintiff Heath Seltzer (“Plaintiff”), on the one hand, and Defendants Geoffrey H. Palmer,
3 Geoffrey H. Palmer dba G.H. Palmer Associates, and GHP Management Corporation (collectively,
4 “Defendants” and, together with Plaintiff, the “Parties”), on the other hand.

5 **RECITALS**

6 **WHEREAS**, on or about October 28, 2022, Plaintiff Heath Seltzer filed a Stipulation of
7 Settlement (“Settlement”) that, if approved, would resolve the above-entitled action on a class-wide
8 basis, along with a Revised, Unopposed Motion for Preliminary Approval of that Settlement;

9 **WHEREAS**, on November 22, 2022, the Court issued a tentative ruling that would approve
10 the Settlement, contingent on three items: (1) provision of a fully executed settlement agreement
11 including the signature of Co-Class-Counsel Zimmerman Reed LLP; (2) an extension of the response
12 deadline for objections in the event of a re-mailing; and (3) clarification of when payment of the
13 Second Distribution, as described in the Settlement, will be made;

14 **NOW, THEREFORE**, in order to resolve the Court’s remaining items, and in consideration
15 of the covenants and agreements set forth herein, the Parties agree as follows:

16 **AMENDMENT**

17 1. Paragraph 59 of the Settlement is modified to include, in addition to its current text:
18 “The Settlement Administrator shall complete distribution of Second Settlement Shares no later than
19 120 days following the Effective Date.”

20 2. Paragraph 61 of the Settlement is modified such that “140 days” is replaced with “190
21 days.”

22 3. Paragraph 65 of the Settlement is modified such that “August 5, 2022” is replaced with
23 “November 30, 2022.”

24 4. Capitalized terms in this Amendment have the meanings ascribed to them in the
25 Settlement, unless otherwise defined.

26 5. Except as specifically modified in this Amendment, the terms and conditions of the
27 Settlement shall remain unmodified and in full force and effect.

28 IN WITNESS HEREOF, the Parties have executed this Amendment effective as of the date

1 first set forth above.
2
3

4 **PLAINTIFF**

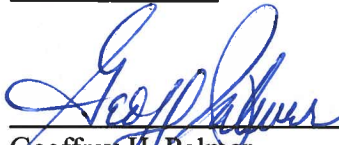
5
6 Dated: 12/01/2022



Heath Seltzer

8
9 **DEFENDANTS**

10 Dated: 11.30.22



Geoffrey H. Palmer

12
13 Dated: 11.30.22



Geoffrey H. Palmer dba G.H. Palmer Associates

15
16 Dated: 11.30.22



GHP Management Corporation

18
19 By: Geoffrey H. Palmer
Its: President

20
21 **CLASS COUNSEL**

22
23 Dated: 12/01/2022



Theodore W. Maya
AHDOOT & WOLFSON, PC
Attorneys for Plaintiff and the Class

24
25
26 Dated: 12/01/2022

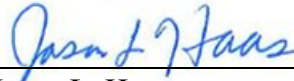


Caleb Marker
ZIMMERMAN REED LLP
Attorneys for Plaintiff and the Class

DEFENSE COUNSEL

Dated: November 30, 2022

ERVIN COHEN & JESSUP, LLP



Jason L. Haas
For Defendants GHP Management
Corporation Geoffrey H. Palmer, and
Geoffrey H. Palmer dba G.H. Palmer
Associates

EXHIBIT D

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Attorneys for Defendant
GHP Management Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

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

*[Assigned for All Purposes to: Hon. Stuart M.
Rice, Dept. SS-1]*

**SUPPLEMENTAL DECLARATION OF
JASON L. HAAS IN SUPPORT OF
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: December 5, 2022
Time: 10:30 a.m.
Dept: SS-1

Action Filed: December 10, 2018
Trial Date: None Set

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SUPPLEMENTAL DECLARATION OF JASON L. HAAS

I, Jason L. Haas, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am Of Counsel to Ervin Cohen & Jessup LLP, attorneys of record for Defendants Geoffrey H. Palmer, Geoffrey H. Palmer dba GH Palmer Associates and GHP Management Corporation (“GHPM”) (collectively, “Defendants”). I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe that they are true. If called as a witness, I could and would competently testify to the matters stated herein. I make this supplemental declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”).

2. I have served as Defendants’ primary counsel with respect to their efforts during the litigation and settlement process to generate information about the individuals eligible for membership in any class certified in this action, including, but not limited to, generation of a class list in connection with the proposed settlement. In that capacity, I have worked with the employees of the Defendants responsible for collecting and filtering the data needed to identify potential class members and the number of late fees each individual paid during the class period. I conveyed such information to counsel for Plaintiffs on several occasions.

3. On November 18, 2022, I filed a declaration in support of the Motion. In that declaration (the “Earlier Declaration”), I explained that the class statistics included in Plaintiffs’ motion were somewhat lower than they should have been because of several different factors. I also provided revised numbers on the members of the proposed settlement class and on the maximum possible recovery to which the class, which is based on the amount of late fees collected from the prospective class members. One of the factors leading to an increase in the class size and maximum possible recovery in the Earlier Declaration was the inadvertent exclusion of class data relating to tenants and former tenants of the Lorenzo property managed by GHPM. The Lorenzo is managed using a different property management data system, “RealPage”, than all of GHPM’s other properties, so all analysis for class purposes for the Lorenzo has to be handled separately

from the data on tenants of all other properties. The class numbers provided in the Earlier Declaration were accurate to my knowledge as of the date of that declaration.

4. The week after filing my Earlier Declaration, I noticed that the spreadsheet with data relating to prospective class members for the Lorenzo included certain entries relating to 2013, even though the class period in this action began on December 10, 2014. Further investigation revealed that the data provided to GHPM by RealPage for the class list included all late fees paid by tenants of the Lorenzo, including late fees paid in 2013 when the Lorenzo first opened for business and in the large portion of 2014 before the class period began.

5. Since this new issue came to light, the outside experts referenced in my Earlier Declaration have prepared a revised class list for the Lorenzo that only includes tenants who paid late fees during the class period. The list further revises the count of late fees paid during the class period for tenants who moved into the Lorenzo before the beginning of the class period and continued to live there during part of the class period, so that only the late fees they paid during the class period will be counted for purposes of the settlement.

6. The table below shows the full class size numbers originally included in Plaintiffs' Motion, the numbers from my Earlier Declaration, and the revised numbers for the full class after making the necessary corrections to the Lorenzo data. With the new revisions, the class size has shrunk by 687 members compared to the Earlier Declaration. The increase shown in the Earlier Declaration for the maximum recovery possible for the class has been fully reversed with the new numbers. Indeed, the data now shows the maximum possible recovery for the entire class is about \$40K less than the amount set forth in Plaintiffs' Motion.

Data re Proposed Settlement Class

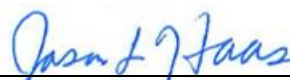
	Class Size	Maximum Possible Recovery
Listed in Motion	23,014	\$4,470,615.46
Earlier Haas Declaration	25,393	\$4,594,708.00
Revised Numbers	24,706	\$4,430,333.00
Change from Motion	1,692	(\$40,282.46)
Change from Earlier Declaration	(687)	(\$164,375.00)

7. The Motion reports that – even in the highly unlikely event that Defendants would not be entitled to recover any offset for the actual costs they incurred in collecting tens of thousands of late rent payments from the class members – the agreed-up settlement of \$1.75 million would still represent 39.144% of the total available recovery to the class. (*See* Mot. 13:2.) (The greater any actual offset would be at trial, the higher this percentage, with the settlement payment possibly even exceeding the maximum possible recovery at trial.) With the revised numbers set forth here, the 39.144% figure increases slightly to 39.500%.

8. The Court indicated, in its November 22, 2022 minute order, that it will grant preliminary approval to the proposed settlement once the issues identified in the minute order have been addressed. As the new class numbers offered herein make the proposed settlement slightly more favorable to the class than before, they provide no basis for the Court to alter its intended course. This supplemental declaration is submitted only to ensure that, when deciding whether to grant the Motion at its December 5 non-appearance hearing, the Court has the most up-to-date information on the class known to the parties.

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

Executed on this 30th day of November, 2022, at Culver City, California.



Jason L. Haas

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PROOF OF SERVICE

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 9401 Wilshire Boulevard, Ninth Floor, Beverly Hills, CA 90212-2974.

On December 1, 2022, I served true copies of the following document(s) described as **SUPPLEMENTAL DECLARATION OF JASON L. HAAS IN SUPPORT OF PRELIMINARY APPROVAL OF SETTLEMENT** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the notification addresses listed on the following page

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

Executed on December 1, 2022, at Beverly Hills, California.

Ayesha Rector
Ayesha Rector

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

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